



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/15/2013, 9:00 AM, Voting Session

**Prepared By/Phone Number:** Alan Miller, Planning and Budget, 854-9726

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive,  
Planning and Budget

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. Annual application to the Texas indigent Defense Commission for the Formula Grant-Indigent Defense Program in the Criminal Courts;
- B. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Child Abuse Victim Services Personnel Grant in the Travis County Sheriff's Office;
- C. Annual contract with the Texas Division of Emergency Management for the Emergency Management Performance Grant in Emergency Services;
- D. Contract with the Texas Department of Public Safety for the Homeland Security Grant Program, State Homeland Security Program in Emergency Services;
- E. Contract with the Texas Department of Public Safety for the Homeland Security Grant Program, State Homeland Security Law Enforcement Terrorist Prevention Activities Program, in Emergency Services; and
- F. Annual Contract with the Texas Department of Family and Protective Services for the Title IV-E Child Welfare Services grant in Health and Human Services and Veterans Service.

## **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Items A, B, C, & F are all annual programs seeking to be continued for FY 14.  
Items D and E are existing programs that are funded bi-annually.

## **STAFF RECOMMENDATIONS:**

PBO recommends approval.

## **ISSUES AND OPPORTUNITIES:**

Additional information is provided on the grant summary sheets.

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

Items B, C, & F require matching funds that are included within departmental budgets for FY 2014. No additional funding is required.

## **REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Leslie Browder  
David Salazar

TRAVIS COUNTY

10/15/2013

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2014

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Application	Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
<b>A</b>	124	Formula Grant-Indigent Defense Program	10/1/13 - 09/30/14	\$442,000	\$0	\$0	\$0	\$442,000	0.00	R	S	6
<b>B</b>	137	Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	R	MC	17
<b>C</b>	147	Emergency Management Performance Grant	10/01/12 - 03/31/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	R	S	27
<b>D</b>	147	Homeland Security Grant Program, State Homeland Security Program	09/01/13 - 01/31/15	\$9,500	\$0	\$0	\$0	\$9,500	0.00	R	S	41
<b>E</b>	147	Homeland Security Grant Program, State Homeland Security Law Enforcement Terrorist Prevention Activities Program	09/01/13 - 01/31/15	\$22,500	\$0	\$0	\$0	\$22,500	0.00	R	S	62
<b>F</b>	158	Title IV-E Child Welfare Services	10/01/13 - 09/30/14	\$20,508	\$67,430	\$0	\$0	\$87,938	0.60	R	MC	84

\* Amended from original.

**PBO Notes:**

R - PBO recommends approval

NR - PBO does not recommend approval

D - PBO recommends item be discussed

**County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload**

S - Simple

MC - Moderately Complex

C - Complex

EC - Extremely Complex

**FY 2014 Grant Summary Report  
Grant Applications approved by Commissioners Court**

*The following is a list of grants for which application has been submitted since October 1, 2013, and the notification of award has not yet been received.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/14 - 07/31/15	\$43,569	\$12,244	\$0	\$0	\$55,813	1.00	10/8/2013
			\$43,569	\$12,244	\$0	\$0	\$55,813	1.00	

\*Amended from original agreement.

FY 2014 Grant Summary Report  
 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2013.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
124	Travis County Veterans's Court	09/01/13 - 08/31/14	\$185,919	\$0	\$0	\$0	\$185,919	2.00	10/1/2013
137	2010 Byrne Justice Assistance Grant*	10/01/2009 - 03/31/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	10/1/2013
139	Travis County Adult Probation DWI Court/SAMHSA	09/30/13 - 09/29/14	\$101,270	\$0	\$0	\$0	\$101,270	1.30	10/1/2013
139	Travis County Adult Probation DWI Court/OOG	09/01/13 - 09/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	10/1/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$132,585	\$0	\$0	\$0	\$132,585	0.00	10/1/2013
145	Drug Court and In-Home Family Services	09/01/13 - 08/31/14	\$162,000	\$18,007	\$0	\$0	\$180,007	0.20	10/8/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	10/8/2013
120	Electronic Transmission of Ballot Portal	09/30/14 - 12/31/18	\$19,950	\$0	\$0	\$0	\$19,950	0.00	10/8/2013
137	Vision Summit	01/01/13 - 10/31/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	10/8/2013
			\$1,503,616	\$277,007	\$0	\$0	\$1,780,623	9.50	

\*Amended from original agreement.



FY 2014 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request				
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	7/30/2013	No
119	Family Violence Accelerated Prosecution Program	09/01/2013 - 08/31/2014	\$13,150	\$0	\$13,150	1.00	10/31/2013	8/27/2013	No
119	Other Victim Assistance Grant Program	09/01/2013 - 08/31/2014	\$9,286	\$0	\$9,286	1.00	10/31/2013	8/27/2013	No
122	Family Drug Treatment Court	09/01/2013 - 08/31/2014	\$5,422	\$0	\$5,422	1.00	9/30/2013	8/27/2013	No
124	Veterans' Court Program	09/01/2013 - 08/31/2014	\$13,801	\$0	\$13,801	2.00	10/31/2013	8/27/2013	No
137	Child Abuse Victim Services Personnel Program	09/01/2013 - 08/31/2014	\$8,852	\$0	\$8,852	1.00	10/31/2013	8/27/2013	No
142	Drug Diversion Court Program	09/01/2013 - 08/31/2014	\$10,376	\$0	\$10,376	1.00	10/31/2013	8/27/2013	No
145	Juvenile Accountability Block Grant Local Assessment Center Program	09/01/2013 - 08/31/2014	\$9,800	\$0	\$9,800	1.00	10/31/2013	8/27/2013	No
145	Trauma Informed Assessment and Response Program	09/01/2013 - 08/31/2014	\$5,966	\$0	\$5,966	0.50	10/31/2013	8/27/2013	No
145	Austin/Travis County Integral Care Community Partners for Children Coordinator	09/01/2013 - 08/31/2014	\$10,250	\$0	\$10,250	1.00	10/31/2013	8/27/2013	No
145	Texas Juvenile Justice Department Grants	09/01/2013 - 08/31/2014	\$405,477	\$0	\$405,477	72.00	10/31/2013	8/27/2013	No
139	Adult Probation DWI Court	09/01/13 - 08/31/14	\$52,519	\$0	\$52,519	4.00	11/30/2013	9/10/2013	No

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FY 2014 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request				
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	9/24/2013	No
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,566	\$0	\$5,566	1.00	10/31/2013	9/24/2013	No
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$10,098	\$0	\$10,098	1.67	11/30/2013	9/24/2013	No
158	Parenting in Reovery II	09/30/13 - 09/29/14	\$22,909	\$0	\$22,909	1.00	12/31/2013	9/24/2013	No
Totals			\$697,813	\$7,300	\$705,113	122.17			



**TRAVIS COUNTY**  
**FY 14 GRANT SUMMARY SHEET**

Contract #:

SAP #:

<b>Check One:</b>	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	Travis County Criminal Courts	
<b>Contact Person/Title:</b>	Debra Hale, Court Management Director	
<b>Phone Number:</b>	512-854-9432	

<b>Grant Title:</b>	Formula Grant - Indigent Defense Program		
<b>Grant Period:</b>	From: <input style="width: 100px;" type="text" value="Oct 1, 2013"/>	To: <input style="width: 100px;" type="text" value="Sep 30, 2014"/>	
<b>Fund Source:</b>	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Texas Indigent Defense Commission		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 442,000	\$ 0	\$ 0	\$ 0	\$ 442,000
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 442,000</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 442,000</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	100% of defendants meeting indigence criteria will receive court appointed counsel and services	100%	100%	100%	100%
2.					
3.					
+ - Measures for the Grant					
1.	Indigent defendants will receive quality representation from defense attorneys who have met the guidelines and standards set forth in the Fair Defense Plan.	100%	100%	100%	100%
Outcome Impact Description					
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

This is an application for external funding that has been received in prior years. There is no County match associated with applying for and/or eventually accepting these funds to assist with indigent defense costs in the Criminal Courts. PBO recommends approval.

**1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?**

In 2001, the 77th Legislature passed Senate Bill 7 (Texas Fair Defense Act), which mandated changes in how Texas counties provide, pay and monitor legal services for indigent defendants accused of criminal acts. The Act further mandated that attorneys be paid reasonable fees for performing services based upon the time and labor required, the complexity of the case, and the experience of counsel. The Travis County Courts, in compliance with the Act, adopted new fee schedules effective January 1, 2002. Guidelines and procedures related to indigent defense were also adopted. As a result of new procedures and fee schedules, expenses for providing indigent defense have increased annually. It should be noted that the grant amount for FY14 has not yet been determined by the Texas Indigent Defense Commission. However, the expectation is that the FY14 Formula Grant award will be consistent with past year awards. Therefore, for the purpose of completing the budget section of this document, the FY13 funded award amount was used. The exact amount for FY14 funding will be updated when the award letter is received.

**2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?**

This is a mandated expense that the County is required to fund long term.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

A County match is not required.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Not applicable.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No, the program will not end if the grant is not awarded because providing indigent defense services is a legally mandated function.

6. If this is a new program, please provide information why the County should expand into this area.

This is an existing program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This funding will enable the County to provide indigent defense services to defendants who meet the criteria for indigence. The only performance measures that have been utilized for indigent defense are (1) the amount of expenses incurred each year and (2) 100% of those defendants who meet indigence criteria will receive a court appointed attorney and services.



September 23, 2013

Chair:  
The Honorable Sharon Keller  
Presiding Judge, Court of Criminal Appeals

The Honorable Lora Livingston  
P.O. 1748,  
Austin, TX 78767

Vice Chair:  
The Honorable Olen Underwood

**Re: FY14 Formula Grant Request for Applications**

Ex Officio Members:  
Honorable Sharon Keller  
Honorable Wallace B. Jefferson  
Honorable Roberto Alonzo  
Honorable Abel Herrero  
Honorable Sherry Radack  
Honorable Linda Rodriguez  
Honorable Royce West  
Honorable John Whitmire

Members Appointed by Governor:  
Honorable Jon Burrows  
Mr. Don Hase  
Mr. Anthony Odiorne  
Honorable Olen Underwood  
Honorable B. Glen Whitley

Executive Director:  
James D. Bethke

Dear Judge Livingston:

The Texas Indigent Defense Commission announces the FY14 Formula Grant Request for Applications (RFA). **Applications are due November 15, 2013.** The FY14 Formula Grant packet was mailed to all 254 constitutional county judges. The attached packet provides information on what is needed for counties to obtain the FY14 Formula Grant funds. This courtesy letter is sent to all local administrative district and statutory judges and county financial officers informing them of these available grant funds. To obtain a copy of the RFA contact the county judge or go to the Commission website [www.courts.state.tx.us/tidc/](http://www.courts.state.tx.us/tidc/) (effective September 30, 2013 the website will change to [www.tidc.texas.gov](http://www.tidc.texas.gov) ).

Through the work of the 83rd Legislature, the Commission, and numerous county advocates and officials the dedicated funds set aside in FY11-FY13 for State budget purposes were restored to use for their intended purpose in FY14. This means that the FY14 Commission budget is \$35 million for the Formula Grant instead of the \$20 million budgeted in FY13. In FY14 \$15 million will be disbursed in a one-time special payment shortly after the grant awards are made in December. Counties need to recognize that this special payment is unlikely in future funding years. The remaining \$20 million will be distributed in the regular four quarterly payments (January, April, July, and October).

To remain eligible to receive the formula grant, the local administrative judges and Chairs of Juvenile Boards must submit their biennial indigent defense plans including forms and other documents by November 1, 2013. Judges may edit or amend their plans in the on-line system (<https://tidc.tamu.edu>). Also, financial officers must submit their Indigent Defense Expense Report by November 1, 2013. Both of these requirements are directed in Texas Government Code §79.036.

Please contact Bryan Wilson ([bryan.wilson@tidc.texas.gov](mailto:bryan.wilson@tidc.texas.gov)) or toll free in Texas at (866) 499-0656, if you have any questions about the FY14 Formula Grant or the application process.

Sincerely,

**Sharon Keller**  
Chair, Texas Indigent Defense Commission  
Presiding Judge, Court of Criminal Appeals

**Texas Indigent Defense Commission**  
209 West 14<sup>th</sup> Street, Room 202 • Austin, Texas 78701 • [www.txcourts.gov/tidc](http://www.txcourts.gov/tidc)  
Phone: 512.936.6994 • Fax: 512.463.5724



**TEXAS INDIGENT DEFENSE COMMISSION**  
209 West 14<sup>th</sup> Street, Suite 202 Price Daniel, Sr. Building, Phone: 512-936-6994,  
Austin, Texas 78701, Fax: 512-463-5724  
[www.txcourts.gov/tidc](http://www.txcourts.gov/tidc)

**FY2014 Formula Grant Program**  
**Request for Applications (RFA)**  
September 18, 2013

**Total Grant Amount Budgeted for Statewide Use Available:**

FY14- \$35,000,000

**Type of Grant**

**Formula** - The Commission distributes funds to counties through the following formula:

Every county is eligible to receive a grant of \$5000 plus its share of the remaining funds budgeted by the Commission for the Formula Grant Program calculated by:

- 50 percent on the County's percent of state population; and
- 50 percent on the County's percent of statewide direct indigent defense expenditures for the previous year (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
  - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
  - less the reimbursed costs of operating a regional program
  - The baseline requirements contained in Section E of the Request for Applications do not apply to counties with a 2000 Census population of less than 10,000 but do apply to all other counties.
- The County shall not receive more in funds than what was actually spent by the county in the prior year.

**Eligibility:**

Only Texas counties may apply. See further eligibility below.

**Grant Applications Due:**

All applications must be submitted on-line. Applications must be completed and submitted by **November 15, 2013**. See submission requirements below for waiver requests and other deadlines.

**Method of Application:**

On-line submission can be accessed at <http://tidc.tamu.edu>. All county judges have been assigned a unique user name and password. See contact information below for access to the system.

**Time Period for Funding:**

October 1, 2013 through September 30, 2014

**Commissioners Court Resolution Required:**

This application is submitted on-line but requires a commissioners' court resolution/internet submission form be adopted and scanned and e-mailed or uploaded on the application page of the website, or it may be faxed. The resolution is generated by the on-line system and must be printed from the on-line application page.

**Payments:**

Funds for this fiscal year will be distributed in one special payment totaling \$15 million and the remaining \$20 million in four (4) disbursements for most counties.

**Steps in Submitting a Grant Application**

- 1) Log onto <http://tidc.tamu.edu> (Follow on-line page instructions).
- 2) Verify that the online screen shows the correct grant officials and judicial officials.
- 3) Complete by scanning and e-mailing the Resolution / Internet Submission Form (or upload the Resolution using the on-line instructions on the application page).
- 4) Judges must submit local Indigent Defense Plans on or before November 1, 2013. Payments during the year may be withheld until plans are submitted.
- 5) Contact Bryan Wilson, Grants Administrator, [Bwilson@tidc.texas.gov](mailto:Bwilson@tidc.texas.gov) or 512-936-6996 for questions.

## Texas Indigent Defense Commission

### Authorization to Fund, Applicable Authority and Rules

#### Texas Government Code Sec. 79.037. TECHNICAL SUPPORT; GRANTS.

- (a) The commission shall:
  - (1) provide technical support to:
    - (A) assist counties in improving their indigent defense systems; and
    - (B) promote compliance by counties with the requirements of state law relating to indigent defense;
  - (2) to assist counties in providing indigent defense services in the county, distribute in the form of grants any funds appropriated for the purposes of this section; and
  - (3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant, including enforcement by:
    - (A) withdrawing grant funds; or
    - (B) requiring reimbursement of grant funds by the county.
- (b) The commission shall distribute funds as required by Subsection (a)(2) based on a county's compliance with standards adopted by the board and the county's demonstrated commitment to compliance with the requirements of state law relating to indigent defense.
- (c) The board shall adopt policies to ensure that funds under Subsection (a)(2) are allocated and distributed to counties in a fair manner.
- (d) A county may not reduce the amount of funds provided for indigent defense services in the county because of funds provided by the commission under this section.

#### Texas Administrative Code Chapter 173 (Newly revised) Uniform Grant Management Standards (UGMS)

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### Formula Grant Program

#### **A. Introduction**

Formula Grants are provided to Texas Counties by the Texas Indigent Defense Commission (Commission) to help meet the Commission's statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission.

Formula grants provide money to counties for increased indigent defense costs based on a formula set by the Commission. Qualifying counties are eligible for funds determined by the formula only to the extent their spending exceeds the amounts in their baseline year (see Section E). Counties must meet minimum spending requirements to receive credit for spending the funds.

**The grant period for this application is October 1, 2013 through September 30, 2014. Expenses must be incurred and/or obligated during this time.**

#### **B. Eligibility**

Only counties are eligible to apply for funds.

#### **C. Notification of Availability**

This FY14 Formula Grant - Request for Applications (RFA) is sent to all 254 Texas Constitutional County Judges. A courtesy notice is mailed to all local administrative district judges, local administrative statutory county judges, chairman of juvenile board and each county auditor (or treasurer). The notice informs other county stakeholders to seek a copy of the grant RFA from the constitutional county judge or to go to the Commission website [www.txcourts.gov/tidc](http://www.txcourts.gov/tidc) (effective September 30, 2013 the website will be [www.tidc.texas.gov](http://www.tidc.texas.gov)) to download a copy. The Commission staff uses the contact information reported by counties in our web based system. Please make sure that all contact information is accurate. Counties are required to maintain correct contact information on the Commission 'grants and reporting' website (<http://tidc.tamu.edu>). The notice of grant availability is also published in the Texas Register.

#### **D. Application**

The Commission is committed to reducing paperwork burdens for Texas counties. Therefore, the grant application process will be electronic.



## Texas Indigent Defense Commission

The application steps are:

- 1) Review the baseline (See Section E)
- 2) All applications must be submitted online using the User ID and Password. Contact the Commission Grant Administrator for instructions to obtain a waiver to the on-line application.  
If a person other than the recipient of this letter needs to obtain a user name and password – for the online application system, contact The Texas A&M University Public Policy Research Institute (PPRI) – [PPRI manages the collection, storage and retrieval of data for the Commission]. County officials contact PPRI through e-mail, ([MMcIntire@ppri.tamu.edu](mailto:MMcIntire@ppri.tamu.edu)), phone (979) 845-1041, fax (888-351-3485) or by regular mail:  
Megan McIntire, PPRI  
TAMU, Mailstop 4476  
College Station, Texas 77843-4476,  
PPRI will not provide user names and passwords over the phone. Individuals using personal e-mail accounts may be asked to provide additional information.
- 3) Apply on-line
  - a. Go to the PPRI Commission website at <https://tidc.tamu.edu>
  - b. Sign in and enter the User ID and Password or contact PPRI
  - c. Select “FY2014” and your county in the upper left
  - d. Select “Apply for Formula Grant”
  - e. Review the eligibility requirements – Each year the Commission adopts specific measures as eligibility requirements for the Formula Grant funds. These measures are intended to encourage each county’s compliance with statutory requirements or policy and standards adopted by the Commission. The grant application screen will reveal the compliance checklist maintained by the Commission’s special counsel. Counties that have blank check boxes in any category will not be able to receive funds until they meet all grant program eligibility requirements. **They should complete the on-line application then contact the Commission for instructions to resolve plan compliance issues.**
  - f. Verify that the County’s stored information is correct – The authorized official reviews the data the Commission has stored for the county’s grant positions. (**Note:** Please remember to update the county contact information during the grant year as changes in officials or contact information occurs.)
  - g. Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301. Make changes as needed.
    - i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official
    - ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.  
Use the “**Change**” Button – When the person listed is no longer authorized to perform the duties with the Commission previously authorized by the county. It is also used to change contact information for any grant official. This situation usually arises when county officials turnover as a result of elections, retirements, or some other removal from office.
  - h. Select the “**Submit**” button. The page will become a confirmation page at that point. Select the Resolution link to create your county’s completed resolution.
  - i. Print / download resolution – The system will allow the user to download a resolution in an MS Word document or provide an opportunity to print the document based on the selections above.
  - j. Receive confirmation – The system will provide a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner’s court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE.**
- 4) Please scan the resolution adopted by commissioners’ court and then upload it in the application page of the website **on or before DUE DATE November 15, 2013**. Alternatively, you may email the resolution to the Megan McIntire ([MMcIntire@ppri.tamu.edu](mailto:MMcIntire@ppri.tamu.edu)) or fax it to 888-351-3485.

### **E. Baseline**

The baseline is the amount counties must spend in indigent defense before they qualify as having spent the grant. Counties that have received or applied for grants in previous years have already established a baseline with the Commission. To meet the requirements under Texas Government Code §79.037(d), the Commission has adopted as an expenditure baseline based on each county’s FY01 indigent defense expenditures. Attorney

## **Texas Indigent Defense Commission**

fees, investigator expenses, expert witness expenses, and other litigation expenses paid by the county on behalf of indigent criminal defendants / juvenile respondents are allowable expenses. This information remains a static baseline. The baseline requirement does not apply to counties with a 2000 Census population of less than 10,000.

### ***F. Review***

Prior to the Commission meeting set to award the Formula Grants, the Grant Administrator will review the application for completeness and notify counties via e-mail, fax, or mail whether any additions or corrections need to be made.

### ***G. Denial of Grant***

Counties not completing the grant application process or those not meeting minimum eligibility requirements will be notified by mail within 30 days following the Commission award meeting.

### ***H. Use of Funds***

Funds must be used to improve indigent defense systems. Attorneys fees, investigator expenses, expert witness expenses, and other direct litigation costs that a county spends on behalf of a criminal defendant or juvenile respondent in a criminal matter that has been determined by a court of competent jurisdiction to be indigent are allowable expenses. All funds must be spent in compliance with the following: **Texas Administrative Code, Title 1 Administration, Part 8 Texas Judicial Council, Chapter 173 Indigent Defense Grants; and Texas Uniform Grant Management Standards.**

The Indigent Defense Commission website maintains links to electronic copies of these documents. Grant applicants/recipients may contact the Commission staff in writing for paper copies if no electronic means are available to secure the documents.

### ***I. Statement of Grant Award***

Statements of Grant Awards will be prepared exactly as authorized by the Commission. These may include special conditions. The e-mail with the attached Statements of Grant Award will be directed to the official designated in the resolution adopted by the commissioners' court. The County will have thirty days to notify the grant administrator of errors or cancelation after receipt of the award.

### ***J. Special Conditions***

The Commission may determine special conditions or authorize staff to apply the conditions on criteria set by the Commission (TAC 173.201). The Commission may develop special conditions that relate to expenditures, compliance with statutory requirements or standards adopted by the Commission.

### ***K. Required Reports***

All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. In accordance with TAC §173.109 the reporting will be through the internet.

The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans must be submitted by November 1<sup>st</sup> of each odd numbered year in the form and manner prescribed by the Commission.

### ***L. Payments***

Counties must have met all eligibility, spending, and grant condition requirements before receiving payments. Payments will be made quarterly for most counties. Some counties may have a special conditions related to meeting minimum spending requirements. These counties will receive funds only after a supplemental expenditure report establishes that they have spent the predetermined minimum amount stated in the special condition.

## **Texas Indigent Defense Commission**

No payment shall be made from grant funds to a county until all special conditions have been met unless the special condition adopted by the Commission provides an alternative payment schedule or instructions for payment. Commission staff shall maintain documentation through electronic/paper files or correspondence to the county stating how the special condition was met.

### **M. Maintain Official Contact Information**

All counties must maintain the grant and plan officials contact information on counties' home page set up at <http://tidc.tamu.edu>. Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local statutory county judge, chairman of the juvenile board and county judge by updating this website contact information. This information will be used to provide notices for grant or plan submission information. The Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.

### **N. Compliance with Monitoring Reports**

A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.

### **O. Countywide Plan Requirements**

The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans must be submitted by November 1, 2013.

### **P. OCA Reporting**

The applicants' county and district clerks must be in compliance with monthly court activity reporting requirements promulgated by the Texas Judicial Council as of August 31, 2013—reports for September 2012 through August 2013 are due not later than September 2013. The reports must be submitted to OCA electronically unless OCA grants a temporary waiver for good cause. A county that previously received a waiver from this special condition in FY2013 must:

- 1) submit a detailed action plan to OCA on how they will complete the fiscal year 2013 reports. The plan must include estimated timeframe, the person(s) responsible, and estimated costs; and
- 2) submit the September 2013 report and subsequent reports each month during this grant cycle.

### **Q. Indigent Defense Expenditure Reporting**

Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2013 may have payments temporarily suspended by Commission staff until the Report is submitted and reconciled by staff.

### **R. Impact of Multi-year Discretionary Grant**

Counties that receive multi-year discretionary grants from the Commission are encouraged to continue to apply for the Formula Grant. Formula Grant payments will be made as scheduled. The county will submit its annual Indigent Defense Expenditure Report on or before November 1 of each year. If the impact of the Multi-year funded program results in overall reduction of the county's indigent defense expenses below the baseline amount, then all or a portion of the formula grant may need to be returned to the Commission as directed by the Commission.

### **S. Impact of Multi-year Discretionary Regional or Sustainability Grants**

Counties that receive multi-year regional or sustainability discretionary grants from the Commission are encouraged to continue to apply for the Formula Grant. Formula Grant payments will be made as scheduled. Such counties may use their formula grant payments to maintain the discretionary grant program. The county will submit its annual Indigent Defense Expenditure Report on or before November 1 of each year.

**2014 Travis County Formula Grant Program Application Confirmation**

County: Travis  
 Fiscal Year: 2014  
 Confirmation Number: 201422720131001  
 Projected Allocation: To Be Determined  
 County's FY01 Baseline: \$4,682,371.00  
 State Payee Identification number: 17460001922021  
 Division or unit within the county to administer the grant: Criminal Courts  
 Official County Mailing Address: PO Box 1748  
 Austin, TX 78767

The County Judge is **Samuel T. Biscoe**.

The Financial Officer is the County Auditor, **Nicki Riley**.

The Local Administrative District Judge is **Lora Livingston**.

The Local Administrative Statutory County Court Judge is **Elisabeth Earle**.

The Chairman of the Juvenile Board is **Rhonda Hurley**.

Receive  
Plan  
Mailings

Indigent Defense Plan Review Summary		
District Plan	County Plan	Juvenile Board Plan
Not Complete	Not Complete	Not Complete
Indigent Defense plans must be submitted by November 1 for the Biennial Submission.		

After printing out the Resolution and obtaining the appropriate signatures, mail or fax the form to:

Megan McIntire, PPRI  
 311 H.C. Dullie Bell Building  
 TAMU Mailstop 4476  
 College Station, Texas 77843-4476  
 Fax number: 888-351-3485

Resolution Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Word Version

**2014 Travis County Resolution  
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Travis County Commissioners Court has agreed that in the event of loss or misuse of the funds, Travis County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Samuel T. Biscoe  
County Judge

Attest:

\_\_\_\_\_  
County Clerk



**TRAVIS COUNTY**  
**FY 14 GRANT SUMMARY SHEET**

Contract #: VA13-V30-23166-04

SAP #: 800316

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	Sheriff	
<b>Contact Person/Title:</b>	Karen Maxwell, Sr. Planner	
<b>Phone Number:</b>	854-7508	

<b>Grant Title:</b>	TCSO Child Abuse Victim Services Personnel		
<b>Grant Period:</b>	From: <input type="text" value="9/1/2013"/>	To: <input type="text" value="8/31/2014"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Office of the Governor, Criminal Justice Division		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
<b>Originating Grantor:</b>	OJP-DOJ-VA-Victims of Crime Act Formula Grant Program		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 23,092	\$ 0	\$ 34,639	\$ 0	\$ 57,731
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 23,092</b>	<b>\$ 0</b>	<b>\$ 34,639</b>	<b>\$ 0</b>	<b>\$ 57,731</b>
FTEs:	0.40	0.00	0.60	0.00	1.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Crime Victims/Survivors Served	2801	3456	3598	4082
2.					
3.					
+ - Measures for the Grant					
1.	Number of Child Abuse victims/survivors seeking service who are served	259	375	360	360
Outcome Impact Description					
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

The Travis County Sheriff's Office is requesting approval of the annual contract with the Office of the Governor, Criminal Justice Division, to continue the TCSO Child Abuse Victim Services Personnel Grant. The agreement is for the fourth year of the grant. The grant provides resources for a forty percent of full-time Victim Counselor for victims associated with child abuse. The cash match for the program will be met from the department's existing budget and no additional funds are required.

PBO recommends approval to continue the program.

**1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?**

During FY10, the Travis County Sheriff's Office Child Abuse Unit investigated 476 cases. During that time, Victim Services personnel were only able to provide services to approximately 9% of the victims associated with these Child Abuse cases.

Implementation of this grant proposal in 2011 provided funding for one full-time Victim Counselor who is responsible for service provision to the victims associated with Child Abuse cases. Many of these cases involve multiple identified victims and considerable coordination between family members, community agencies and TCSO personnel. Services provided include crisis intervention, safety planning, assistance with crime victims compensation and protective order processes, emotional support, and referrals to community agencies. Based on the numbers of investigated child abuse cases, and an assumption that each case involves a minimum of two victims (although many cases may involve multiple victims), this dedicated position has been able to afford services to over 360 victims annually.

**2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?**

None

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

The Sheriff's Office has budgeted funds to cover a 60% match. The Victim Counselor will be added into the regular call rotation for victim services personnel and TCSO will pay for the call back salary and associated fringe expenses, plus paging service for this FTE.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

N/A

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

There is no County commitment to funding if the grant is discontinued.

6. If this is a new program, please provide information why the County should expand into this area.

This is a continuation of the services provided by the Travis County Sheriff's Office Victim Services Unit with the initial grant application for Child Abuse Victim Services personnel in FY11.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

TCSO Victim Services personnel provide crisis intervention, education regarding the criminal justice system and its participants, assistance with safety planning, assistance with crime victim compensation applications, protective order processes, emotional support, coordination of case activity, transportation of victims, and referrals to community agencies in an effort to reduce the trauma for victims. Currently TCSO Victim Services personnel are on-call 24 hours per day, 365 days per year as a means of ensuring immediate crisis intervention. Approximately 700 on-call requests for Victim Services response are received each year.

TCSO investigates approximately 500 cases of Child Abuse annually; however, prior to grant funding received for FY11, there were no TCSO Victim Services personnel dedicated to providing services to victims associated with Child Abuse cases. This resulted in only about 9% of the Child Abuse victims receiving services in FY10. During FY12, TCSO was able to serve 375 victims/survivors of the child abuse cases investigated due to this grant funding supporting the Child Abuse Victim Services personnel.





JAMES N. SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcssheriff.org


PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

September 27, 2013

**MEMORANDUM**

**To:** The Travis County Commissioners Court  
**From:** Karen Maxwell, Senior Planner   
**Subject:** General Victim Assistance Grant Award Acceptance Request  
Office of the Governor, Criminal Justice Division

I am pleased to inform the Court that TCSO has been notified of an award made by the Office of the Governor, Criminal Justice Division for grant funding under the General Victim Assistance Direct Services solicitation for FY14 to provide a Victim Counselor focused on serving the victims of child abuse cases. This application request was presented to the Court on February 5, 2013 (Item 13B) and was approved on consent at that time.

For the past three years, you have supported our request to provide a victim services staff member dedicated solely to the provision of services to victims associated with Child Abuse cases with awarded grant funding. Continuation of this project will provide services including crisis intervention, safety planning, assistance with Crime Victim Compensation applications and Protective Order processes, emotional support, and referrals to community agencies to a total of 360 victims referred from the Child Abuse cases that TCSO investigates. Since its implementation in 2011, this project has demonstrated efficacy, and TCSO is continuing to assimilate this position by increasing our contribution to funding. Total project costs will be \$57,731, with TCSO providing 60% of that amount in match identified within our FY14 operating budget.

Child abuse in all forms—neglect, physical, emotional and sexual—can have far-reaching effects on children, producing a multitude of social issues. Because families are most ready to change their non-productive approaches to problem solving during a time of crisis, it is critical that services are offered to families in the early stages of escalating violence. Travis County Sheriff's Office Victim Services personnel respond to the needs of these victims through on-scene response at the request of sworn personnel.

We ask the Commissioners Court to accept this grant award. If you have questions, please don't hesitate to contact me at 854-7508. Thank you each in advance for your attention to this matter and your continued commitment to serving victims in Travis County.

Cc: Matt Naper County Auditor's Office  
Jim Connolly, County Attorney's Office  
Travis Gatlin, PBO



State of Texas  
Office of the Governor  
Criminal Justice Division

Rick Perry  
Governor

September 26, 2013

The Honorable Samuel Biscoe  
County Judge  
PREVIEW - Travis County - PREVIEW -  
PO Box 1748  
Austin, Texas 78767-1748

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

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

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at [eGrants@governor.state.tx.us](mailto:eGrants@governor.state.tx.us).

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

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett  
Executive Director

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION  
**STATEMENT OF GRANT AWARD**

**Grant Number:** VA-13-V30-23166-04 **CFDA or State ID:** 16.575  
**Program Fund:** VA-Victims of Crime Act Formula Grant Program  
**Grantee Name:** PREVIEW - Travis County - PREVIEW -  
**Project Title:** TCSO Child Abuse Victim Services Personnel  
**Grant Period:** 09/01/2013 - 08/31/2014  
**Liquidation Date:** 11/29/2014  
**Date Awarded:** September 26, 2013  
**CJD Grant Manager:** David Villafranca

**CJD Award Amount:** \$23,092.00  
**Grantee Cash Match:** \$34,639.00  
**Grantee In Kind Match:** \$0.00  
**Total Project Cost:** \$57,731.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s); if any, cited below:

**Condition(s) of Funding and Other Fund-Specific Requirement(s):**

1



State of Texas  
Office of the Governor  
Criminal Justice Division

Rick Perry  
Governor

**Memorandum**

**To:** CJD Grant Recipients  
**From:** Aimee Snoddy, Deputy Director  
**Contact:** (512) 463-1919  
**Re:** Grantee Responsibilities  
**Date Awarded:** September 26, 2013

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://eGrants.governor.state.tx.us>.

**Financial Reporting** – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)  
July 22 (April-June quarter)  
October 22 (July-September quarter)  
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

**Payment Authorization** – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

**Generated Program Income** – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

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

**Project Changes** – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

**Equipment** – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

**Fidelity Bond** – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

**Required Notifications** – Grantees must immediately notify CJD 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 CJD 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 CJD. If a federal or state court or administrative agency renders a judgment 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 judgment or order to CJD.

**Project Effectiveness** – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

**Programmatic Reporting** – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

**Monitoring** – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

**Audit Requirements** – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

**Supplanting** – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated 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. Refer to the Guide to Grants at <https://eGrants.governor.state.tx.us/updates.aspx> for additional information on supplanting.

**Conflict of Interest** – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**Contracting and Procurement** – Grantees must follow 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. When contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://eGrants.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

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

**Uniform Crime Reporting** – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

**Criminal History Reporting** - Entities receiving funds from CJD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

**Limited English Proficiency** – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

**Law Enforcement Programs** – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

**28 C.F.R. Part 23 Training** - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

**Programs Approved to Pay Overtime for Personnel** - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid 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.

**Cancellation for Awards** - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

**Commencement Within 60 Days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

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

**Public Information Requests** - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

**Prohibited Acts of Agencies and Individuals** - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- 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.
- 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.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

**Employment of a Lobbyist** - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

**Legislative Lobbying** - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

**Use of Alcoholic Beverages** - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.



**TRAVIS COUNTY**  
**FY 14 GRANT SUMMARY SHEET**

Contract #:   
SAP #:

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Emergency Services/Emergency Management	
Contact Person/Title:	Pete Baldwin/Emergency Management Coordinator	
Phone Number:	512-974-0472	

Grant Title:	Emergency Management Performance Grant		
Grant Period:	From: <input type="text" value="October 1, 2012"/>	To: <input type="text" value="March 31, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Division of Emergency Management		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	Department of Homeland Security/Federal Emergency Management Agency		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 69,699	\$ 69,999	\$ 0	\$ 0	\$ 139,698
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 69,699</b>	<b>\$ 69,999</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 139,698</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JM	
County Attorney	<input checked="" type="checkbox"/>	JC	



Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Assist Cities/Agencies with Planning	30	30	35	35
2.	EM Training Provided/Taken	12	12	15	15
3.	Drills/Activations	8	8	10	10
+ - Measures for the Grant					
1.					
	Outcome Impact Description				
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

**PBO Recommendation:**

PBO recommends approval of the fifteenth year of this Emergency Management Performance Grant.

**1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?**

The Emergency Management Performance Grant (EMPG) has been received by Travis County OEM for the past fourteen years. The purpose of the grant is to help pay for emergency management activities. The Travis County OEM has maintained State and Federal requirements to keep the program in compliance. The work plan that is associated with the EMPG incorporates what is being done at this time. The EMPG enhances the existing Travis County OEM program. In previous years Travis County OEM received the amounts between \$58,000 and \$76,000. The FY13 allocation was based on the federal program funding availability and Travis County received \$69,699.90

**2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?**

There are no long term funding requirements.

**3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.**

The EMPG is a 50-50 match that is reimbursed after expenditures. Travis County OEM uses the budgeted salaries of three FTEs as the match.

**4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.**

The EMPG states "In order to be allowable, indirect costs must be covered by an approved cost allocation plan. Salaries and administrative expenses of performing audits and eligible costs that cross program lines for programs authorized by the Federal Civil Defense Act of 1950, as amended, but which are not covered by a cost allocation plan, may be charged under the EMPG Program as direct costs."

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

The Travis County OEM is funded under normal budget procedures and would not be discontinued with the loss of the EMPG.

6. If this is a new program, please provide information why the County should expand into this area.

The EMPG is an enhancement of an existing program.


7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The EMPG allows Travis County to meet costs associated with a new shared Emergency Operations Center without requesting appropriations from the general fund and to acquire needed equipment and support services. This will assist Travis County OEM in meeting the performance measures for providing emergency management planning activities.

**TEXAS DEPARTMENT OF PUBLIC SAFETY  
TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)**

<b>NOTICE OF SUBRECIPIENT GRANT AWARD</b>	
<b>Program Title:</b> FY 2013 Emergency Management Performance Grant (EMPG)	
<b>DHS Instrument Number:</b> 2013-EP-00067	
<b>GDEM Grant Number:</b> 13TX-EMPG-1403	
<b>Administered By:</b>	Texas Division of Emergency Management Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
<b>Recipient:</b>	Travis County P.O. Box 1748 Austin, TX 78767-1748
<b>Amount of Grant:</b> \$69,699.90	
<b>Period of Grant:</b> October 1, 2012 to March 31, 2014	

The period of grant reflects a six (6) month programmatic extension to complete and close out your FY 13 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2013 Terms and Conditions.

<b>AGENCY APPROVAL</b>	<b>GRANT ACCEPTANCE</b>
	Original Signature Required
W. Nim Kidd, CEM Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Printed Name/Title:
Date: 8-28-13	Date:

**Return Signed Copy of This Page within 45 days to:**  
Texas Department of Public Safety  
Texas Division of Emergency Management  
Attention: Heather Baxter, Office of Management and Budget  
MSC 0229  
PO Box 4087  
Austin, TX 78773-0220



# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.dps.texas.gov](http://www.dps.texas.gov)

RECEIVED  
COUNTY JUDGE'S OFFICE

13 AUG 30 AM 10:16



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
CHERYL McBRIDE  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
CARIN MARCY BARTH  
ADA BROWN  
ALLAN B. POLUNSKY  
RANDY WATSON

August 28, 2013

The Honorable Samuel Biscoe  
Travis County Judge  
P.O. Box 1748  
Austin, TX 78767-1748

Dear Judge Biscoe:

This letter is to advise you that your application to participate in the Emergency Management Performance Grant (EMPG) program during Fiscal Year 2013 (FY 13) has been accepted.

## 1. Grant Award

The Notice of Sub-recipient Grant Award (Attachment 1) specifies the federal EMPG program funding that will be provided during FY 13.

A representative authorized by your County Commission to accept grants on behalf of the jurisdiction must sign the grant award. Typically the County Judge must sign the award and return it to the Texas Division of Emergency Management (TDEM) within 45 days to activate your grant. Retain a copy for your records and provide a copy of the entire grant award package to your local financial manager. Failure to accept the award and return documentation to TDEM within 45 days may result in the distribution of the award to another jurisdiction.

## 2. Required EMPG Tasks

- A. Your FY 13 EMPG Program Application has been approved. As changes to this document may have been made in order to meet FY 13 program requirements since originally submitted, you should carefully review the attached copy.
- B. All EMPG participants must prepare and submit an After Action Report (AAR) and Improvement Plan (IP), in the format prescribed by the DHS Homeland Security Exercise Evaluation Program (HSEEP). The HSEEP document can be accessed at <http://hseep.dhs.gov>. The sample AAR and IP are located on our website at <http://www.txdps.state.tx.us/dem/Preparedness/exerciseUnit/exerciseRptngInfoForms.htm>.
- C. The Department of Homeland Security has identified steps that States, territories, tribal, and local entities should take during FY 13 to remain compliant with the NIMS. All jurisdictions awarded FY 13 EMPG funds must achieve and maintain 100% compliance with NIMSCAST objectives and metrics.

13-0110-01

### 3. Task Progress & Reporting

Continued participation in the EMPG program is in part conditioned on making proportional progress on your Work Plan tasks and the timely submission of progress and financial reports.

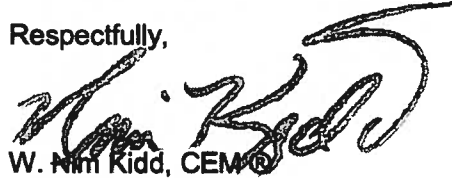
- A. Proportional Progress in Program Tasks. You are expected to complete and document a portion of those tasks each quarter rather than deferring most planning tasks, training, exercises, and other activities until the last several months of the fiscal year. Those who try to complete a year's work in several months frequently fail when emergencies occur late in the year.
- B. Financial Reports. EMPG Financial reports are due 30 days after the close of each quarter of the federal Fiscal Year. Quarterly Financial Reports are due January 30, April 30, July 30, and October 30. These reports should be emailed directly to the TDEM EMPG Auditor, [Doris.Grisham@dps.texas.gov](mailto:Doris.Grisham@dps.texas.gov).
- C. Quarterly Metrics Templates. FEMA EMPG quarterly templates are due every quarter, January 15, April 15, July 15, and October 15. These templates should be emailed directly to the TDEM EMPG Grant Technician, [Heather.Baxter@dps.texas.gov](mailto:Heather.Baxter@dps.texas.gov).
- D. Progress Reports. Your first semi-annual progress report was due to the TDEM Preparedness Section on April 15, 2013. The final progress report is due October 15, 2013 and should be emailed directly to the TDEM EMPG Grant Technician, [Heather.Baxter@dps.texas.gov](mailto:Heather.Baxter@dps.texas.gov).

If you do not expend grant funds allocated on allowable expenses within the performance period, future grants will likely be reduced.

If you determine that you do not wish to participate in the FY 13 EMPG program, please submit a letter from your Authorized Official requesting to terminate your participation from the program.

If you have questions regarding EMPG tasks, please contact the EMPG Grant Coordinator III, Lisa Resendez at 512-424-7511/512-574-1473 or your District Coordinator.

Respectfully,



W. Nim Kidd, CEM®  
Assistant Director  
Texas Department of Public Safety  
Chief  
Texas Division of Emergency Management

WNK:lr

Attachments: 1- Notice of Sub-Recipient Grant Award  
2- Terms and Conditions



**2013 Emergency Management Performance Grant (EMPG)  
Terms and Conditions**

1. **Purpose:** The FY 2013 priority for this program is to Advance "Whole Community" Security and Emergency Management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management program using Emergency Management Assessment Program (EMAP) standards.
2. **Grant Conditions:** Identify the source of funding under which this award is funded and reference the government code authorizing these services and conditions. The federal grant terms and conditions are located at: <http://www.fema.gov/government/grant/empg>.
3. **Grant Acceptance:** Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Department of Public Safety in accordance with the instructions provided in the transmittal letter.
4. **Work to Be Performed:** The approved FY 2013 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of Subrecipients:
  - A. Implement (NIMS) at the local level.
  - B. Incorporate pertinent information concerning NRF into the local or inter-jurisdictional emergency management plan and its annexes.
  - C. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.
  - D. During the performance period of this grant, Subrecipient must maintain an emergency management plan at the Advanced Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If the TDEM identifies deficiencies in the Subrecipients plan, Subrecipients will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.
  - E. During the performance period of this grant, subrecipients agree to legally-adopt county and/or regional mutual aid agreements.
  - F. Subrecipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C-Post-Award Requirements, Reports,



**Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS), Office of Grant Operations Financial Management Guide.**

- G. The Subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.**
- 5. Grant Funding: List the amount of funding for this award. The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should continue to report all eligible expenses in quarterly financial reports. In the event additional program funding becomes available from the federal government or unspent EMPG funds remain at the end of the fiscal year, TDEM may be able to allocate additional funding to EMPG program participants.**
- 6. Financial and Administrative Requirements: In Accordance with 44 Code of Federal Regulations (CFR) Part 13, Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide located at <http://www.ojp.usdoj.gov/financialguide/>.**
- A. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments. A copy of that document is available at: <http://www.whitehouse.gov/omb/circulars>.**
- B. Subrecipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. <http://www.whitehouse.gov/omb/circulars/default>**
- C. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities; the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.**
- D. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).**
- E. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.**

- F. Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this Agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.
7. **Single Audit Act Requirements:** If Subrecipient has expenditures in excess of \$500,000 in federal funds of all types within a single fiscal year, it must have an audit performed in accordance with the Single Audit Act as amended. Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.
8. **Reporting Requirements:** Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements are found in the *FY 2013 Local Emergency Management Program Guide*. Subrecipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *FY 2013 Local Emergency Management Program Guide* can be found on the TDEM website at: <http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgGuide.pdf> Subrecipient must prepare and submit Semi-Annual Progress Reports to TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance reporting period is October 1 to March 31 and the second reporting period is April 1 to September 30 of each fiscal year. Subrecipient may also be required to submit additional information and data as requested by TDEM.
9. **Review of Work and Expenditures:** TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement is requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests. **Federal Grant Funds cannot be matched with any other Federal funds.\*\*\***
10. **Lobbying:**
- A. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the Subrecipient certifies that:
- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;



- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3) The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

**11. Debarment, Suspension, and other Responsibility Matters:**

- A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 (Federal Certification).
- B. The Subrecipient certifies that it and its principals and vendors:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Subrecipients can access debarment information by going to [www.epls.gov](http://www.epls.gov).
  - 2) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 4) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- C. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

**12. Monitoring:**

- A. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.

- B. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.**
- C. TDEM may perform periodic reviews of Subrecipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.**
- D. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.**
- E. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Areas Security Initiative (UASI) strategies.**
- F. The Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.**

**13. Reimbursement for Expenses:**

Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2013 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, 2013 and October 15, 2013, respectively.

**14. Choice of Law: This agreement shall be construed and governed by Texas law.**

**15. Changes to the Law: DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, DPS may terminate this agreement without penalty to, or any liability whatsoever on the part of, DPS, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.**

**16. Written Modification: No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.**



17. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §\_14.
18. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80<sup>th</sup> Legislature, Article IX, Part 17.
19. TDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. **Special Conditions may be imposed on Subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.**



**TRAVIS COUNTY**  
**FY 14 GRANT SUMMARY SHEET**

Contract #:   
SAP #:

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	Emergency Services/Emergency Management	
<b>Contact Person/Title:</b>	Pete Baldwin/Emergency Management Coordinator	
<b>Phone Number:</b>	512-974-0472	

<b>Grant Title:</b>	HSGP / State Homeland Security Program Fed Grant Award # - EMW-2013-SS-00045		
<b>Grant Period:</b>	From: <input type="text" value="September 1, 2013"/>	To: <input type="text" value="Jan 31, 2015"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	State Administrative Agency (Texas DPS)		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
<b>Originating Grantor:</b>	Department of Homeland Security/Federal Emergency Management Agency		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 9,500	\$ 0	\$ 0	\$ 0	\$ 9,500
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 9,500</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 9,500</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JM	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+   - Applicable Departmental Measures					
1.	Establish maintenance agreement for GasID units	2 Units	2 Units	2 Units	2 Units
2.					
3.					
+   - Measures for the Grant					
1.					
Outcome Impact Description					
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

PBO recommends acceptance of this Homeland Security continuation grant.

**1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?**

The purpose of the grant is to fund the yearly maintenance equipment for our two GasID systems. The State Homeland Security Program (SHSP) has been received by Travis County OEM regularly to fund equipment and maintenance of Travis County Hazardous Materials Team assets.

**2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?**

There are no long term funding requirements.

**3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.**

No match required

**4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.**

The SHSP states "In order to be allowable, indirect costs must be covered by an approved cost allocation plan. Salaries and administrative expenses of performing audits and eligible costs that cross program lines for programs authorized by the Federal Civil Defense Act of 1950, as amended, but which are not covered by a cost allocation plan, may be charged under the SHSP Program as direct costs."

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

If grant funds are not secured in the future. OEM will continue to provide funding for this equipment.

6. If this is a new program, please provide information why the County should expand into this area.

This is not a new program

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This equipment provides for the identification of unknown gases in the atmosphere. Without this capability the FEMA typing for hazardous materials response within Travis County will be reduced to a Type III response from a Type I response.





Texas Department of Public Safety

2013 Sub-Recipient Award for Travis County

1. General Award Information

Reference/Encumbrance No:

Date of Award: September 20, 2013

Prepared By: Gabbart, Steven

3. SAA Award Number: 13-SR 48453-01

4. Sub-Recipient Name and Address

Judge Samuel T. Biscoe
Travis County
P. O. Box 1748
Austin, TX 78767

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
State Homeland Security Program (SHSP)

Federal Grant Award Number: EMW-2013-SS-00045

Federal Granting Agency: Department of Homeland Security FEMA
Grant Programs Directorate

Date Federal Grant Awarded to TxDPS: September 1, 2013

CFDA: 97.067

6. Award Amount and Grant Breakdowns

SHSP

\$9,500.00

Grant Period:

From:
Sep 1, 2013

To:
Jan 31, 2015

(The SAA must receive all invoices by the end of grant period)

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2013, (Public Law 113-6), and the Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Machelle Pharr
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

[Handwritten signature]

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:

Signature of Sub-Recipient Official:

Enter Employer Identification Number (EIN) or Federal Tax Identification Number:

DUNS Number:

Date Signed:

DUE DATE: November 4, 2013 Signed Award with Terms and Conditions must be returned to SAA\_SRA@dps.texas.gov on or before the due date.

## 2013 TERMS AND CONDITIONS

### Instructions:

The Sub-recipient shall:

1. Fill in the information and sign the Grant Sub-Recipient Award;
2. Certify they have read and understand these Terms and Conditions;
3. Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and
4. Return all documents via email to SAA\_SRA@dps.texas.gov on or before the date provided in the transmittal letter and/or in this grant.

### Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2013 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2013 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2013 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NPG. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

### Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2013 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2013 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2013 Funding Opportunity Announcement as binding.

**Standard of Performance.** Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"

**Failure to Perform.** In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

### Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's

**EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.**

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

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

**Funding Obligations**

- A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.
- B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.
- C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.
- D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.
- E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

**Performance Period**

**The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.**

**Uniform Administrative Requirements, Cost Principles and Audit Requirements**

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

**A. Administrative Requirements**

- 1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);
- 2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
- 3. 44 C.F.R. Part 10, Environmental Considerations

**B. Cost Principles**

- 1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- 4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

**C. Audit Requirements**

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

**D. Grant Guidance (Funding Opportunity Announcement)**

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2013 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at [https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy\\_2013\\_hsgp\\_foa.pdf](https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf) and the Nonprofit Security Grant Program (NSGP).

### **DHS Specific Acknowledgements and Assurances**

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards. <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf>

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

### **Operation Stonegarden (OPSG) Specific Conditions**

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

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.
2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.
3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.
4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

### **State Requirements for Grants**

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at [http://www.txdps.state.tx.us/director\\_staff/aaa/information\\_bulletins.htm](http://www.txdps.state.tx.us/director_staff/aaa/information_bulletins.htm), Texas Uniform Grants Management Standards (UGMS) at <http://www.governor.state.tx.us/files/state-grants/UGMS082004.doc> and the State Administrative Agency Sub-recipient Manual, available at [http://www.txdps.state.tx.us/director\\_staff/aaa/documents/subrecipientManual.pdf](http://www.txdps.state.tx.us/director_staff/aaa/documents/subrecipientManual.pdf). Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:
  - a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
  - b. Texas Government Code Sections 556.004, 556.005, and 556.006, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
  - c. Texas Government Code Sections 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
  - d. Texas General Appropriations Act, Art. IX, Section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and
  - e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

**Restrictions and General Conditions**

- A. **Use of Funds.** DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
- B. **Lobbying Prohibited.** No funds shall be expended by Sub-Recipient 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 or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.
- C. **Transferring Funds.** Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.
- D. **Federal Employee Prohibition.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
- E. **Cost Categories.** There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2013 HSGP FOA, Appendix C, Funding Guidelines.
  1. Management and Administration
  2. Planning
  3. Organization
  4. Equipment
  5. Training
  6. Exercises
  7. Maintenance and Sustainment
  8. Critical Emergency Supplies
  9. Construction and Renovation
- F. **Governing Board Approval.** In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.
- G. **Notices.** All notices or communications required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Lone Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

<b>DPS/THSSAA Contact Information</b>
Deputy Assistant Director
Texas Homeland Security State Admin. Agency
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773-0220

- H. **Points of Contacts.** Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

- I. **DUNS Number.** Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>.
- J. **Central Contractor Registration and Universal Identifier Requirements.** Sub-recipient maintains that it has registered on [www.ccr.gov](http://www.ccr.gov), [www.sam.gov/](http://www.sam.gov/), or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.
- K. **Indirect Cost Allocation Plan.** Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at <http://navregister.census.gov/sac/dissemin/asp/reports.asp>. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to [SAA\\_SRA@dps.texas.gov](mailto:SAA_SRA@dps.texas.gov). The Sub-recipient name shall be included in the file name and subject line of the email transmittal.
- L. **Reporting Total Compensation of Sub-recipient Executives.** 2 C.F.R. §170.320; see FEMA Information Bulletin 350.
1. **Applicability and what to report:** Sub-recipient shall report whether Sub-recipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.
  2. **Where and when to report:** Sub-recipient shall report executive total compensation at [www.ccr.gov](http://www.ccr.gov), [www.sam.gov/](http://www.sam.gov/), or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
- M. **Direct Deposit.** If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to [SAA\\_RR@dps.texas.gov](mailto:SAA_RR@dps.texas.gov). The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/textinfo/taxforms/74-176.pdf>. Sub-recipient may simultaneously sign up for the Advance Payment Notification (APN) email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.
- N. **Procurements.** Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.
- O. **Contract Provisions.** All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- P. **No Contracts with Debarred or Suspended Parties.** Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at <https://www.sam.gov/portal/public/SAM/>.
- Q. **Management and Administration.** If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>.
- R. **Personnel Cap.** Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at [SAA@dps.texas.gov](mailto:SAA@dps.texas.gov). Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.
- S. **Property Management and Inventory.** At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at [http://www.txdps.state.tx.us/director\\_staff/saa/audit\\_and\\_compliance.htm](http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm)) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.
- T. **Publications.** All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."
- U. **Acknowledgement of Federal Funding from DHS.** Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.



**V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement.** Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

**W. Copyright.** Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

**X. Quarterly Performance Reports.** Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

**Y. Site Visits.** DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

**Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI).** Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

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

**BB. National Flood Insurance Act of 1968.** Sub-recipient shall comply with the requirements of Section 1308(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

**CC. USA Patriot Act of 2001.** Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

**DD. Fly America Act of 1974.** Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

**EE. Activities Conducted Abroad.** Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**FF. Trafficking Victims Protection Act of 2000.** All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

**GG. Americans with Disabilities Act of 1990.** Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

**HH. Public Dissemination of Sensitive Information.** Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

**II. Security Concerns/Violations.** Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

**JJ. Classified Security Condition**

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information.

2. "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instruction. All security requirement documents are currently located at: <http://www.dhs.gov/xcompiz/grants/index.shtml>.

5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: DD254AdministrativeSecur@dhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

**KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).** Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf).

**LL. Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

**MM. False Claims Act and Program Fraud Civil Remedies.** Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

**NN. Duplication of Benefits.** State, Local and Tribal Sub-recipients shall comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

**Other Requirements**

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

B. Projects identified and approved in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.
2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives



outlined by FEMA at <http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4>.

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing \$5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.  
<http://www.fema.gov/emergency/nims/ResourceMnmgmt.shtm#item3>.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2013 COG Statement of Work.

### **Monitoring**

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Sub-recipient's compliance with this Grant and of the adequacy and timeliness of Sub-recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Sub-recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-recipient. Failure by Sub-recipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

### **Audit**

**Audit of Federal and State Funds.** Sub-recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26). Sub-recipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

**Right to Audit.** Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

**Sub-recipient's Liability for Disallowed Costs.** Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by Sub-recipient from funds that were not provided or otherwise made available to Sub-recipient pursuant to this Grant or any other federal contract.

**Sub-recipient's Facilitation of Audit.** Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of Sub-recipient. Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

**State Auditor's Clause.** Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

### **Retention and Accessibility of Records**

**Retention of Records.** Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS § 42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

**Access to Records.** Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

**Inclusion in Subcontracts.** Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

**After Action Reporting.** Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this grant.

### **Legal Authority**

**Signatory Authority.** Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

**Authorized Representative.** The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee

that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

**Conflicts in Requirements.** If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

### **Notice of Litigation and Claims**

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

### **No Liability for Employees and Officers**

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

### **Non-Waiver of Defaults**

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

### **Changes and Amendments**

**Modification.** FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

**Written Amendment.** Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

**Authority to Amend.** During the period of performance for this Grant, DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Grant's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Sub-recipient as if written in this Grant.

**Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

### **Headings**

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

### **Venue**

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

### **Suspension**

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

### **Termination**

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

**Enforcement**

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effect.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

**Conflict of Interest**

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

**Closing of the Grant**

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

***Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.***

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§8101-8107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-618), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government

**Principals Regarding the Care and Use of Animals**

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

***Please fill in the appropriate information and sign to certify this Exhibit A.***

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 86-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of

1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

**Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.**

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**Exhibit C**

**Certifications**

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to [www.epis.gov](http://www.epis.gov) or [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List [www.window.state.tx.us/procurement/proc/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/proc/vendor_performance/debarred).

2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or

5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient agrees that it is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

**Please fill in the appropriate information and sign to certify this Exhibit C.**

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Date \_\_\_\_\_



## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-618), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality

control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.>

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**Please fill in the appropriate information and sign to certify this Exhibit D.**

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date



**TRAVIS COUNTY**  
**FY 14 GRANT SUMMARY SHEET**

Contract #:

SAP #:

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	Emergency Services/Emergency Management	
<b>Contact Person/Title:</b>	Pete Baldwin/Emergency Management Coordinator	
<b>Phone Number:</b>	512-974-0472	

<b>Grant Title:</b>	HSGP / State Homeland Security Program LETPA Fed Award # - EMW-2013-SS-00045		
<b>Grant Period:</b>	From: <input style="width: 150px;" type="text" value="September 1, 2013"/>	To: <input style="width: 150px;" type="text" value="Jan 31, 2015"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	State Administrative Agency (Texas DPS)		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
<b>Originating Grantor:</b>	Department of Homeland Security/Federal Emergency Management Agency		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 22,500	\$ 0	\$ 0	\$ 0	\$ 22,500
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 22,500</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 22,500</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JM	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+   - Applicable Departmental Measures					
1.	Send HazmatID units in for HazmatID 360 upgrade	2 Units	2 Units	2 Units	2 Units
2.	Secure 1 year maintenance agreement for HazmatID units	2 Units	2 Units	2 Units	2 Units
3.					
+   - Measures for the Grant					
1.					
Outcome Impact Description					
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

PBO recommends approval of this Homeland Security LETPA continuation grant.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

The purpose of the grant is to fund the yearly maintenance equipment for our two HazmatID systems and to provide system upgrades for performance and interoperability. The State Homeland Security Program (SHSP) has been received by Travis County OEM regularly to fund equipment and maintenance of Travis County Hazardous Materials Team assets.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

There are no long term funding requirements.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

No match required

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

The SHSP states "In order to be allowable, indirect costs must be covered by an approved cost allocation plan. Salaries and administrative expenses of performing audits and eligible costs that cross program lines for programs authorized by the Federal Civil Defense Act of 1950, as amended, but which are not covered by a cost allocation plan, may be charged under the SHSP Program as direct costs."

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

If grant funds are not secured in the future. OEM will continue to provide funding for this equipment.

6. If this is a new program, please provide information why the County should expand into this area.

This is not a new program

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This equipment provides for the identification of unknown liquid and solid materials. Without this capability the FEMA typing for hazardous materials response within Travis County will be reduced to a Type IV response from a Type I response.



Texas Department of Public Safety

2013 Sub-Recipient Award for

Travis County

1. General Award Information

Reference/Encumbrance No:

Date of Award: September 20, 2013

Prepared By: Gabbart, Steven

3. SAA Award Number: 13-SR 48453-02

4. Sub-Recipient Name and Address

Judge Samuel T. Biscoe
Travis County
P. O. Box 1748
Austin, TX 78767

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
State Homeland Security Program (SHSP)

Federal Grant Award Number: EMW-2013-SS-00045

Federal Granting Agency: Department of Homeland Security FEMA
Grant Programs Directorate

Date Federal Grant Awarded to TxDPS: September 1, 2013

CFDA: 97.067

6. Award Amount and Grant Breakdowns

SHSP LETPA

\$22,500.00

Grant Period:

From:
Sep 1, 2013

To:
Jan 31, 2015

(The SAA must receive all invoices by the end of grant period)

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2013, (Public Law 113-6), and the Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Machelle Pharr
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

[Handwritten signature]

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:

Signature of Sub-Recipient Official:

Enter Employer Identification Number (EIN) or Federal Tax Identification Number:

DUNS Number:

Date Signed:

DUE DATE: November 4, 2013 Signed Award with Terms and Conditions must be returned to SAA\_SRA@dps.texas.gov on or before the due date.



## 2013 TERMS AND CONDITIONS

### Instructions:

The Sub-recipient shall:

1. Fill in the information and sign the Grant Sub-Recipient Award;
2. Certify they have read and understand these Terms and Conditions;
3. Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and
4. Return all documents via email to [SAA\\_SRA@dps.texas.gov](mailto:SAA_SRA@dps.texas.gov) on or before the date provided in the transmittal letter and/or in this grant.

### Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2013 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2013 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2013 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NPG. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

### Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2013 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2013 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2013 Funding Opportunity Announcement as binding.

**Standard of Performance.** Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"

**Failure to Perform.** In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

### Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's

**EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.**

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

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

**Funding Obligations**

- A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.
- B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.
- C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.
- D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.
- E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

**Performance Period**

**The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.**

**Uniform Administrative Requirements, Cost Principles and Audit Requirements**

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

**A. Administrative Requirements**

- 1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);
- 2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
- 3. 44 C.F.R. Part 10, Environmental Considerations

**B. Cost Principles**

- 1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- 4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

**C. Audit Requirements**

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

**D. Grant Guidance (Funding Opportunity Announcement)**

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2013 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at [https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy\\_2013\\_hsgp\\_foa.pdf](https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf), and the Nonprofit Security Grant Program (NSGP).



### **DHS Specific Acknowledgements and Assurances**

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf>.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

### **Operation Stonegarden (OPSG) Specific Conditions**

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

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.
2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.
3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.
4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

### **State Requirements for Grants**

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at [http://www.tdps.state.tx.us/director\\_staff/aaa/information\\_bulletins.htm](http://www.tdps.state.tx.us/director_staff/aaa/information_bulletins.htm), Texas Uniform Grants Management Standards (UGMS) at <http://www.governor.state.tx.us/aaa/state-grants/UGMS062004.doc> and the State Administrative Agency Sub-recipient Manual, available at [http://www.tdps.state.tx.us/director\\_staff/aaa/documents/subrecipientManual.pdf](http://www.tdps.state.tx.us/director_staff/aaa/documents/subrecipientManual.pdf). Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

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

- a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
- b. Texas Government Code Sections 556.004, 556.005, and 556.006, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
- c. Texas Government Code Sections 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
- d. Texas General Appropriations Act, Art. IX, Section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and
- e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

### **Restrictions and General Conditions**

- A. **Use of Funds.** DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
- B. **Lobbying Prohibited.** No funds shall be expended by Sub-Recipient 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 or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.
- C. **Transferring Funds.** Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.
- D. **Federal Employee Prohibition.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
- E. **Cost Categories.** There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2013 HSGP FOA, Appendix C, Funding Guidelines.

1. Management and Administration
2. Planning
3. Organization
4. Equipment
5. Training
6. Exercises
7. Maintenance and Sustainment
8. Critical Emergency Supplies
9. Construction and Renovation

F. **Governing Board Approval.** In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

G. **Notices.** All notices or communications required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Lone Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

DPS/THSSAA Contact Information
Deputy Assistant Director
Texas Homeland Security State Admin. Agency
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773-0220

H. **Points of Contacts.** Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.



I. **DUNS Number.** Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>.

J. **Central Contractor Registration and Universal Identifier Requirements.** Sub-recipient maintains that it has registered on [www.ccr.gov](http://www.ccr.gov), [www.sam.gov](http://www.sam.gov), or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. **Indirect Cost Allocation Plan.** Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at <http://harvester.census.gov/sec/dissem/asp/reports.asp>. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to [SAA\\_SRA@dps.texas.gov](mailto:SAA_SRA@dps.texas.gov). The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. **Reporting Total Compensation of Sub-recipient Executives.** 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. **Applicability and what to report:** Sub-recipient shall report whether Sub-recipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. **Where and when to report:** Sub-recipient shall report executive total compensation at [www.ccr.gov](http://www.ccr.gov), [www.sam.gov](http://www.sam.gov), or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. **Direct Deposit.** If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to [SAA\\_FR@dps.texas.gov](mailto:SAA_FR@dps.texas.gov). The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/txinfo/txforms/74-176.pdf>. Sub-recipient may simultaneously sign up for the Advance Payment Notification (APN) email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. **Procurements.** Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. **Contract Provisions.** All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. **No Contracts with Debarred or Suspended Parties.** Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at <https://www.sam.gov/portal/public/SAM/>.

Q. **Management and Administration.** If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>.

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

S. **Property Management and Inventory.** At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at [http://www.bids.state.tx.us/director\\_staff/saa/audit\\_and\\_compliance.htm](http://www.bids.state.tx.us/director_staff/saa/audit_and_compliance.htm)) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. **Publications.** All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. **Acknowledgement of Federal Funding from DHS.** Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.



V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

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

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1305(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.



DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

**GG. Americans with Disabilities Act of 1990.** Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

**HH. Public Dissemination of Sensitive Information.** Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

**II. Security Concerns/Violations.** Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

**JJ. Classified Security Condition.**

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information.

2. "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at: <http://www.dhs.gov/xcontctiz/grants/index.shtml>.

5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: DD254AdministrativeSecur@dhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

**KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).** Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf).

**LL. Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

**MM. False Claims Act and Program Fraud Civil Remedies.** Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

**NN. Duplication of Benefits.** State, Local and Tribal Sub-recipients shall comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

**Other Requirements**

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

B. Projects identified and approved in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

- 1. Participate in a legally-adopted county and/or regional mutual aid agreement.
- 2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives





outlined by FEMA at <http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4>

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing \$5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.  
<http://www.fema.gov/emergency/nims/ResourceMgmt.shtml#item3>.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2013 COG Statement of Work.

### **Monitoring**

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Sub-recipient's compliance with this Grant and of the adequacy and timeliness of Sub-recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Sub-recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-recipient. Failure by Sub-recipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

### **Audit**

**Audit of Federal and State Funds.** Sub-recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26). Sub-recipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

**Right to Audit.** Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

**Sub-recipient's Liability for Disallowed Costs.** Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by Sub-recipient from funds that were not provided or otherwise made available to Sub-recipient pursuant to this Grant or any other federal contract.

**Sub-recipient's Facilitation of Audit.** Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of Sub-recipient. Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

**State Auditor's Clause.** Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

### **Retention and Accessibility of Records**

**Retention of Records.** Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS § 42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

**Access to Records.** Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

**Inclusion in Subcontracts.** Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

**After Action Reporting.** Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this grant.

### **Legal Authority**

**Signatory Authority.** Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

**Authorized Representative.** The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee

that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

**Conflicts in Requirements.** If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

### **Notice of Litigation and Claims**

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

### **No Liability for Employees and Officers**

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

### **Non-Waiver of Defaults**

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

### **Changes and Amendments**

**Modification.** FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

**Written Amendment.** Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

**Authority to Amend.** During the period of performance for this Grant, DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Grant's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Sub-recipient as if written in this Grant.

**Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

### **Headings**

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

### **Venue**

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

### **Suspension**

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

### **Termination**

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.



**Enforcement**

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

**Conflict of Interest**

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

**Closing of the Grant**

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

- B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.
- C. The closeout of this Grant does not affect:
  1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
  2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
  3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
  4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

***Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.***

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government

**Principals Regarding the Care and Use of Animals**

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

***Please fill in the appropriate information and sign to certify this Exhibit A.***

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date



## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11890; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of



1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

***Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.***

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**Exhibit C**

**Certifications**

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to [www.epa.gov](http://www.epa.gov) or [www.sem.gov](http://www.sem.gov) and the State Debarred Vendor List [www.window.state.tx.us/procurement/prop/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prop/vendor_performance/debarred)
2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient agrees that it is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

**Please fill in the appropriate information and sign to certify this Exhibit C.**

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1688), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality



control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.>
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§489a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**Please fill in the appropriate information and sign to certify this Exhibit D.**

Print Name of Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

Sub-recipient Organization \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date



**TRAVIS COUNTY**  
**FY 14 GRANT SUMMARY SHEET**

Contract #: 23940116  
SAP #:

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	Travis County Health and Human Services and Veterans Service	
<b>Contact Person/Title:</b>	John C. Bradshaw/ Contract Specialist	
<b>Phone Number:</b>	512-854-4277	

<b>Grant Title:</b>	Title IV-E Child Welfare Services		
<b>Grant Period:</b>	From: <span style="border: 1px solid black; padding: 2px;">Oct 1, 2013</span>	To: <span style="border: 1px solid black; padding: 2px;">Sep 30, 2014</span>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Texas Department of Family and Protective Services		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
<b>Originating Grantor:</b>	Social Security Administration		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 6,473	\$ 30,781	\$ 0	\$ 0	\$ 37,254
Operating:	\$ 8,312	\$ 6,029	\$ 0	\$ 0	\$ 14,341
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 5,723	\$ 30,620	\$ 0	\$ 0	\$ 36,343
<b>Totals:</b>	<b>\$ 20,508</b>	<b>\$ 67,430</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 87,938</b>
FTEs:	0.10	0.50	0.00	0.00	0.60

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	PL	
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
<b>Applicable Departmental Measures</b>					
1.	Number of Child Protective Services petitions filed (Stats provided annually)	457	415	415	415
2.	Average number of children in conservatorship per month	851	835	835	835
3.	Number of new children entering care	669	625	625	625
<b>Measures for the Grant</b>					
1.	Number of Title IV- E eligible youth in foster care served by the contract	102	100	100	100
Outcome Impact Description		This ensures that youth in foster care receive all necessary services and support.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

This grant contract is the continuation of an annual, automatically renewing contract that allows the county to receive federal reimbursement for certain foster care expenditures. This year, HHS is also including \$5,723 in indirect costs to be paid by the federal reimbursement. PBO recommends approval of this request.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

The Texas Dept. of Family and Protective Services (DFPS) pools certain foster care expenditures made by Texas counties in order to receive federal reimbursement money for the state under Title IV-E of the Federal Social Security Act. The counties, in turn, receive a percentage of this money based on their expenditures for foster care. Travis County submits quarterly requests for reimbursement to DFPS. These funds enhance an existing program.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

The contract with DFPS requires Travis County to continue a Child Welfare Board; provide adequate funding for the care of any child in need of protective placement who is under the conservatorship of DFPS and not eligible for Title IV-E foster care or state-paid foster care and/or Medicaid; provide adequate funds for medical care not covered by Medicaid; and maintain total net child welfare expenditures at a sufficient level.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

The match is provided by the current budget for the Accountant Associate who puts together the Title IV-E billings. No additional county funds are required.



4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Yes.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No. The county would still have to spend money for foster care even if this reimbursement program were not available.

6. If this is a new program, please provide information why the County should expand into this area.

NA.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The contract with DFPS will allow Travis County to recover some of the costs associated with providing foster care. The appropriate departmental output measures apply to this grant.

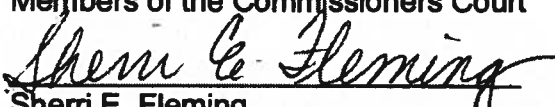


**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
502 E. Highland Mall Blvd.  
P. O. Box 1748  
Austin, Texas 78767**

**Sherri E. Fleming  
County Executive  
for TCHHSVS  
(512) 854-4100  
Fax (512) 279-1608**

**DATE:** September 25, 2013

**TO:** Members of the Commissioners Court

**FROM:**   
Sherri E. Fleming  
County Executive for Travis County Health and Human Services  
and Veterans Service

**SUBJECT:** Title IV-E Child Welfare Services Contract Amendment

**Proposed Motion:**

Consider and take appropriate action to approve a contract amendment and attachments for the FY'14 Title IV-E Child Welfare Services Contract with the Texas Department of Family and Protective Services.

**Summary and Staff Recommendations:**

The Title IV-E Child Welfare Services Contract is part of a mutually undertaken child welfare program by Travis County and the Texas Department of Family and Protective Services (DFPS). Travis County receives partial reimbursement for eligible expenditures related to children in foster care under the oversight of the Travis County Child Protective Services Board.

DFPS pools certain foster care expenditures made by Texas counties in order to receive federal reimbursement money under Title IV-E of the Federal Social Security Act. Title IV-E was established for the purpose of enabling each state to provide, in appropriate cases, foster care, adoption assistance and transitional independent living programs for children who otherwise would have been eligible for Aid to Families with Dependent Children (AFDC) assistance as the program existed on July 16, 1996. The

federal reimbursement rate determines the amount counties receive. This rate changes each fiscal year. The rate for Texas is currently 59.30%.

Travis County Health and Human Services and Veterans Service (TCHHSVS) can receive up to \$20,508 in federal reimbursements during FY'14 depending on what it spends on Title IV-E eligible children. (This figure is based on an estimate of the amount of TCHHSVS staff time spent administering the Title IV-E program as well as the reimbursement for foster care maintenance expenditures and indirect costs.)

The Title IV-E contract automatically renews at the beginning of each fiscal year through 9/30/18. TCHHSVS staff recommends approving the amendment and attachments.

**Budgetary and Fiscal Impact:**

This contract is required to establish a mechanism for reimbursement of certain eligible foster care expenditures. TCHHSVS prepares a claim for DFPS at the end of each quarter based on expenditures for Title IV-E eligible foster children in the county and sends it to the County Auditor for review. TCHHSVS then submits the claim to DFPS. The funds are sent to the county and certified to be used by the Child Protective Services Board to meet the needs of the growing foster care population.

**Issues and Opportunities:**

This contract allows Travis County to be reimbursed for a portion of its expenditures for those children in foster care who are Title IV-E eligible.

**Background:**

Travis County has submitted claims for reimbursement under this contract since FY'99.

Cc: Nicki Riley, CPA, CMA, Travis County Auditor  
Patty Lennon, Financial Analyst, Travis County Auditor's Office  
Mary Etta Gerhardt, Assistant County Attorney  
Leslie Browder, Executive Manager, Planning and Budget Office  
Aerin Toussaint, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

**Purchased Client Services Contract  
Amendment**

**Service Type: Title IV-E County (Financial)**

**Contract #23940116**

**Amendment #13-1**

This AMENDMENT (Amendment) of contract #23940116 (Agreement or Contract) is entered into by and between the **Texas Department of Family and Protective Services** (DFPS or the Department) and Travis County (Contractor).

**1. Purpose**

Section V of the Agreement stipulates that the Contract may only be modified through a written amendment mutually agreed upon and signed by both parties. DFPS procured this Contract under an Interlocal Cooperation Contract for Title IV-E Child Welfare services and has been amended 0 times.

The parties agree that: (1) changes have been made to federal or state laws, regulations, rules or policies, and this contract is amended to reflect such; and (2) this Contract needs to have the option of it being unilaterally amended as necessary to comply with changes made to federal or state laws, regulations, rules or policies and to correct obvious clerical error.

**2. Effect of Amendment on Contract**

**2.1.** Unless otherwise modified, the terms and conditions of the Contract shall remain in full force and effect.

**2.2. Section I, Subsection B, Paragraph 1: County's Responsibilities** of the Original Contract is modified by the following:

**2.2.1. Section I(B)(1)(i) Confidentiality** is modified by adding "and Records Retention" to the title to read:

**i. Confidentiality and Records Retention**

**2.2.2. Section I(B)(1)(i)** of the Original Contract is modified by adding:

**(iv) THE CONTRACTOR MUST NOT DISPOSE OF RECORDS PERTAINING TO CHILDREN IN DFPS CONSERVATORSHIP BEFORE PROVIDING THE DEPARTMENT'S CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DEPARTMENT'S CONTRACT MANAGER.**

**2.2.3. Sections I(B)(1)(r) Officers' Total Compensation through I(B)(1)(t) CERTIFICATIONS** of the Original Contract are renumbered **I(B)(1)(s) Officers' Total Compensation through I(B)(1)(v) CERTIFICATIONS** in order to insert a new Section I(B)(1)(r).

**2.2.4. New Section I(B)(1)(r) Single Audit** is inserted into the Original Contract as follows:

**r. Single Audit.** All contractors identified as subrecipients will submit a Single Audit Determination (SAD) form in accordance

**Purchased Client Services Contract  
Amendment**

**Service Type: Title IV-E County (Financial)**

with HHSC-OIG requirements. If applicable, Contractor will submit an annual financial and compliance audit of Contractor's fiscal year in accordance with Single Audit Requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations) and Texas Uniform Grant Management Standards. Contractor will re-procure with the objective of rotating the independent audit firm every six years. Contractor will submit verification of the re-procurement of the independent audit firm for Single Audits.

**2.2.5. Section I(B)(1)(v)(ii) Suspension, Ineligibility, and Voluntary Exclusion is deleted in its entirety and a new Section I(B)(1)(v)(B) is inserted for same.**

- B. Ineligibility, Suspension, and Voluntary Exclusion.** Federal Law (2 CFR 180, 2 CFR 376, and Executive Orders 12549, 13224, and 12689) requires DFPS to screen each covered Contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Contractor certifies the following:
- a. That Contractor and Contractor's principals are, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
  - b. That Contractor will not knowingly enter into any subcontract with an entity who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor will also not knowingly enter into any subcontract with an entity whose principals are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  - c. That Contractor will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

**Purchased Client Services Contract  
Amendment**

**Service Type: Title IV-E County (Financial)**

- 2.2.6. Section I(B)(1)(v)(iii) Drug Free Workplace Certification.** Section I(B)(1)(v)(iii) of the Original Contract is renumbered to Section I(B)(1)(v)(C) and revised to correct a clerical error by deleting the following language this is struck through as follows:
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement ~~required by paragraph t.iii.a;~~
  - d. Notifying the employee in the statement ~~required by paragraph t.iii.a~~ that, as a condition of employment under the grant, the employee will—
  - e. Notifying the agency in writing, within ten calendar days after receiving notice ~~under paragraph t.iii.d.ii~~ from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;
  - f. Taking one of the following actions, within 30 calendar days of receiving notice ~~under paragraph t.iii.d.ii,~~ with respect to any employee who is so convicted—
- 2.3. Section II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS** of the Original Contract is modified by adding the following provision:
- D. Payment**
- 1. The County must seek payment or adjustment to payments in accordance with the time limit specified in 45 CFR 95.1 (Code of Federal Regulations). This subpart establishes a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF). Any bill or amended bill, which is submitted to DFPS later than seven quarters after the end of the quarter of the expense, will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed in a proper and timely fashion
- 2.4. Section V MODIFICATIONS. Subsection V(B)** of the Original Contract is deleted in its entirety and the following substituted for same:



**Purchased Client Services Contract  
Amendment**

**Service Type: Title IV-E County (Financial)**

- B.** The parties to this Agreement may make modifications to the Contract according to the requirements of this section.
- 1. Bilateral Amendment.** Either party to this Agreement may modify this Contract by execution of a mutually agreed upon written amendment signed by both parties.
  - 2. Unilateral Amendment.** The Department reserves the right to amend this Agreement through execution of a unilateral amendment signed by the DFPS Contract Manager and provided to the Contractor with ten (10) days notice prior to execution of the amendment under the following circumstances.
    - a. to correct an obvious clerical error in this Contract;
    - b. to incorporate new or revised federal or state laws, regulations, rules, or policies.

The parties to Contract #23940116 have duly executed this Amendment to be effective August 30, 2013.

Texas Department of Family  
and Protective Services

Contractor: Travis County

\_\_\_\_\_  
Signature  
Printed Name: Shelia Brown  
Title: Regional Director

**BY:**  
\_\_\_\_\_  
Signature  
Printed Name: Samuel Biscoe  
Title: County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>Contract Name:</b>	Travis County CWS	
<b>Contract Number:</b>	23940116	FY 2014
<b>Please provide the person's name and number to contact if additional information is needed:</b>	John C. Bradshaw 854-4277	

1. Do you currently have other active contracts with DFPS or any other entity either within or outside of Texas [federal, state (ISD, University), county, private business]?

Yes  No

If yes, please provide the contract number and indicate which of the following payment types is utilized for the contract:

<b>Fixed Price</b>	Contract is for a firm fixed price. Payments are not affected by contractor actual costs.
<b>Cost Reimbursement</b>	Contractor is reimbursed for allowable costs.
<b>Fee For Service</b>	Contractor is paid a set fee per unit of service. Typically rates are negotiated with the individual vendor and may apply only to that vendor. An independent rate setting process does not exist for the contracted service.
<b>Rate Based Payments</b>	Contractor is paid at a pre-determined rate or fee per unit of service, which was established through a rate setting process. The rate setting process typically applies to multiple contractors who provide the service.
<b>Blended Foster Care Rate</b>	The blended foster care rate is the HHSC -developed rate equal to the weighted average rate across all placement types that DFPS pays under a Single Source Continuum Contract for each day of service provided to a child or youth in paid foster care.
<b>Blended Foster Care Case Rate</b>	The blended foster care case rate is the rate paid under a Single Source Continuum Contract for each day of service provided to each child or youth as measured against an established length of stay baseline formulated by HHSC for each defined age category or "strata" of children/youth.
<b>Exceptional Foster Care Rate</b>	An exceptional foster care rate applies to a limited number of situations and/or days under a Single Source Continuum Contract where a child requires extraordinary care. The exceptional foster care rate is developed using historical costs of delivering similar services, where appropriate data are available, and estimating the basic types of costs of products and services necessary to deliver services meeting federal and state requirements.
<b>Other</b>	Any other payment type not defined above.

Contract Number	Payment Type	Contract Number	Payment Type
5382001344	Rate Based		
5382001372	Rate Based		

RAI Factors #2 & #4

2. Check the appropriate time period since your last audit (e.g., annual financial statement audit, compliance audit,) was completed by an independent auditor, including other state/federal agency.

Within 21 months  Within 22-34 months  35 months or more OR No Audit completed

Describe the type of audit completed: Financial/A-133

RAI Factor #15

3. **Type of Related Party Transactions:** "Doing business" refers to business activities such as purchasing or leasing (e.g., a building, a computer, or a vehicle) and/or obtaining a service (e.g., legal services, accounting services, banking services), even if the purchase/lease/service is provided at no charge, from anyone related by blood, adoption or marriage to a member of your Board of Directors; a principal stockholder; or a key employee.

**Does your agency do business with any of the above-mentioned parties for the following?**

- |   |                              |  |
|---|------------------------------|--|
| Non-Compensated Services                      | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Compensated non-recurring Services            | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Compensated Consulting or Management Services | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Compensated Building Leasing                  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Compensated Transportation                    | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Compensated Goods and Services or Labor       | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| For-Profit Affiliated with Non-Profit         | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Owned/Operated by Same or Related Entity      | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Parent/Subsidiary Relationship                | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

RAI Factor #10

4. The percentage of total expenditures paid out to Subcontractors in a fiscal year as allowable by contract.
- 0%       No More than 30%       31% to 50%       More than 50%

RAI Factor #9

5. Experience of key management staff:

*Note: Fiscal components refer to the financial aspect of the contract. Programmatic components refer to the program side of the contract, such as monitoring that services are provided to clients, monitoring the quality of the service delivery, ensuring compliance to the service provisions in the contract.*

<b>Executive Director, Sole Proprietor, President or Equivalent</b>	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
---	--	---	---

<b>Accounting (Comptroller, Chief Financial Officer, Business Mgr, etc.)</b>	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
--	--	---	---

<b>Program Director, Program Coordinator or Equivalent</b>	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
--	--	---	---

RAI Factor #7

6. Check the appropriate box below regarding any significant changes in key management staff during the identified timeframes:

- No significant change in last 2 years
- Significant change in key management staff within:     Last 2 years     Last 12 months

RAI Factor #7

7. Total Contractor Experience

Check the appropriate box below for your organization's total contractor experience (including experience with non-DFPS agencies) providing the type of service being contracted.

- 0 to 12 months     13 to 35 months     36 to 59 months     60 or more months

RAI Factor #8

8. Check the appropriate box below regarding any significant change in direct delivery and billing staff during the designated timeframes:

No significant change in last 2 years

Significant change in direct delivery and billing staff within:  Last 2 years  Last 12 months

RAI Factor #8

**CERTIFICATION**

Signed by an individual with documented authority as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.

BY:

\_\_\_\_\_  
Signature and Date

Samuel T. Biscoe, Travis County Judge  
\_\_\_\_\_  
Printed Name and Title



### Signature Authority Designation

**All Contractors/Potential Contractors are required to fill out and submit this form.**

Completion of this form designates signature authority for Contractor: Travis County  
The Contractor may attach a document or letter designating signature authority, including the signature authority's name and title, or verify that the signature below is the only signature authority designated for contracting with DFPS.

- Document attached (e.g., from the contractor's governing body)  
 Signature used below is the signature authority for the Contractor

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority.

Samuel T. Biscoe  
Printed Name

BY:  
Signature of Authorized Representative

Travis County Judge  
Title of Authorized Representative

\_\_\_\_\_  
Date

Travis County  
Legal Name of Contractor/Potential Contractor

23940116  
Contract or Procurement Number

The Designated Signature Authority, as referenced above, must authorize in writing the delegation of signature authorities to any additional person(s) to approve and sign contract documents. The Contractor must use the supplied attachment(s) provided by DFPS to capture further delegation information. Both the printed name and signature is required for each authorized individual.

As the duly authorized representative (Signatory) of the Contractor named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

Nicki Riley	BY: 
Printed Name of Authorized Representative	Signature of Authorized Representative
Travis County Auditor	
Title of Authorized Representative	Date
Travis County	23940116
Legal Name of Contractor	Contract Number

**DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES  
Additional Authorized Signature Designation**

Contractor's Name & Mailing Address: \_\_\_\_\_ Date: 9/10/13

Travis County

P.O. Box 1748

Austin, Texas 78767

Program Name & Contract Number:

Title IV-E Child Welfare Services Contract #23940116

**Designation of Contract Signatories**

The agency's contract signatory, as referenced on the Signature Authority Designation (form 2031), for the above listed program contract has authorized the following person(s) listed below to approve and sign on the contract functions as indicated. Please note that *both* the printed name and signature is required for each authorized individual.

Nicki Riley	Travis County Auditor	FFATA Certifications	
Printed Name	Title	Function	Signature

_____	_____	_____	_____
Printed Name	Title	Function	Signature

_____	_____	_____	_____
Printed Name	Title	Function	Signature

_____	_____	_____	_____
Printed Name	Title	Function	Signature

_____	_____	_____	_____
Printed Name	Title	Function	Signature

**Certification of Designation**

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the Division of Regional CPS Contracts in writing of any changes to the above list.

Samuel T. Biscoe, Travis County Judge \_\_\_\_\_ By: \_\_\_\_\_

Printed or Typed Name & Title of Contract Signatory \_\_\_\_\_ Signature

The Federal Funding Accountability and Transparency Act (FFATA) certifications enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

Did your organization complete the CCR registration?  Yes  No

Enter Your Dun & Bradstreet (D&B) DUNS Number, and its parent if applicable: 030908842

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?  Yes  No  N/A (if entity does not generate income)

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.  
If your answer is "No" or N/A, answer questions "A" and "B".

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?  Yes  No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?  Yes  No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".  
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  Yes  No  N/A (if entity reports through some other means, state how: )

If your answer is "No" you must provide compensation information to DFPS for FFATA reporting. If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval.

**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>Summary</b>				
		<b>County:</b>	<b>Travis County - CWS</b>	
		<b>Contract Number:</b>	<b>23940116</b>	
		<b>Budget Effective Date:</b>	<b>10/1/2013-9/30/2014</b>	
<b>Cost Category</b>	<b>Estimated Total Expenses Allocable to Title IV-E</b>	<b>Total Anticipated Federal Reimbursement*</b>	<b>Total Anticipated County Match</b>	
<b>A. Administration</b>				
A.1. Direct Personnel Salaries	\$26,580.82	\$4,791.99	\$21,788.83	
A.2. Direct Personnel Fringe Benefits	\$10,672.83	\$1,680.76	\$8,992.07	
A.3. Direct Personnel Travel	\$440.70	\$69.40	\$371.30	
A.4. Direct Materials and Supplies	\$0.00	\$0.00	\$0.00	
A.5. Direct Equipment	\$0.00	\$0.00	\$0.00	
A.6. Direct Other Costs	\$0.00	\$0.00	\$0.00	
<b>Total Administration</b>	<b>\$37,694.35</b>	<b>\$6,542.15</b>	<b>\$31,152.20</b>	
<b>B. Training</b>				
B.1. Title IV-E Training (75%)	\$0.00	\$0.00	\$0.00	
B.2. Title IV-E Fostering Connections Training (65%)	\$0.00	\$0.00	\$0.00	
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00	
<b>Total Training</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>C. Supplemental Foster Care Maintenance (SFCM)</b>				
<b>Total SFCM</b>	<b>\$13,900.00</b>	<b>\$8,242.70</b>	<b>\$5,657.30</b>	
<b>D. Indirect Costs (if applicable)</b>				
<b>Indirect Cost Base</b>	<b>\$51,594.35</b>	<b>\$36,343.06</b>	<b>\$5,723.31</b>	<b>\$30,619.76</b>
<b>Grand Total</b>	<b>\$87,937.41</b>	<b>\$20,508.15</b>	<b>\$67,429.25</b>	
<p>*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:</p> <p>Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.</p>				<p><b>31.496%</b></p>
<p>* Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year:</p> <p>Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.</p>				<p><b>59.30%</b></p>
<p>Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):</p> <p align="center"><u>Contractor Certification</u></p>				<p><b>70.440%</b></p>
<p>BY: _____</p> <p><b>Signature</b> <span style="float: right;"><b>Date</b></span></p> <p><b>Samuel T. Biscoe, Travis County Judge</b></p> <p><b>Printed Name &amp; Title</b></p>				



**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>Administration</b>			
<b>A.3. Direct Personnel Travel</b>			
		<b>County:</b>	<b>Travis County - CWS</b>
		<b>Contract Number:</b>	<b>23940116</b>
		<b>Budget Effective Date:</b>	<b>10/1/2013-9/30/2014</b>
<b>Type of Travel Expense</b> Note: only include travel NOT related to personnel training	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
Travel to and from TDFPS Office (65 miles per mo. X 12 mos. X 56.5 cents per mile)	\$440.70	\$69.40	\$371.30
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Personnel Travel</b>	<b>\$440.70</b>	<b>\$69.40</b>	<b>\$371.30</b>

\* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.  
[http://www.dfps.state.tx.us/handbooks/Title\\_IV-E\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV-E_County/default.jsp)

**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>Administration</b>			
<b>A.4. Direct Materials and Supplies</b>			
		<b>County:</b>	<b>Travis County - CWS</b>
		<b>Contract Number:</b>	<b>23940116</b>
		<b>Budget Effective Date:</b>	<b>10/1/2013-9/30/2014</b>
<b>Materials and Supplies (description)</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Materials and Supplies</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

\* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.  
[http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp)

**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>Administration A.5. Direct Equipment</b>				
<b>County:</b> <u>Travis County - CWS</u>				
<b>Contract Number:</b> <u>23940116</u>				
<b>Budget Effective Date:</b> <u>10/1/2013-9/30/2014</u>				
Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
<b>Total Direct Equipment</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

\* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.  
[http://www.dfps.state.tx.us/handbooks/Title\\_IV-E\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV-E_County/default.jsp)

**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>Administration</b>			
<b>A.6. Direct Other Costs</b>			
		<b>County:</b>	<b>Travis County - CWS</b>
		<b>Contract Number:</b>	<b>23940116</b>
		<b>Budget Effective Date:</b>	<b>10/1/2013-9/30/2014</b>
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Other Costs</b>	\$0.00	\$0.00	\$0.00

\* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.  
[http://www.dfps.state.tx.us/handbooks/Title\\_IV-E\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV-E_County/default.jsp)









**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>C. Supplemental Foster Care Maintenance (SFCM)</b>			
		<b>County:</b>	<b>Travis County - CWS</b>
		<b>Contract Number:</b>	<b>23940116</b>
		<b>Budget Effective Date:</b>	<b>10/1/2013-9/30/2014</b>
<b>Other Costs (description)</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated FMAP)</b>	<b>Anticipated County Match</b>
Allowances		\$0.00	\$0.00
Clothing	\$12,600.00	\$7,471.80	\$5,128.20
Gifts	\$600.00	\$355.80	\$244.20
Graduation Expenses		\$0.00	\$0.00
Personal Items		\$0.00	\$0.00
School Supplies	\$700.00	\$415.10	\$284.90
Reasonable Child Specific Travel		\$0.00	\$0.00
<b>Total Direct Other Costs</b>	<b>\$13,900.00</b>	<b>\$8,242.70</b>	<b>\$5,657.30</b>

\* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.  
[http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp)

**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>Administration</b>						
<b>A.1. Direct Personnel Salaries</b>						
<b>County:</b>		<b>Travis County - CWS</b>				
<b>Contract Number:</b>		<b>23940116</b>				
<b>Budget Effective Date:</b>		<b>10/1/2013-9/30/2014</b>				
<b>Position or Title</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>Monthly Salary</b>	<b>% of Time Spent on IV-E Activities</b>	<b>Number of Months of Service</b>	<b>Estimated Total Expense* (AxBxC)</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
Accountant Associate	\$3,691.78	60%	12	\$26,580.82	\$4,791.99	\$21,788.83
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
<b>Total Direct Personnel Salaries</b>				<b>\$26,580.82</b>	<b>\$4,791.99</b>	<b>\$21,788.83</b>

\* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.  
[http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp)

**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>Administration A.2. Direct Personnel Fringe Benefits</b>			
		<b>County:</b>	<b>Travis County - CWS</b>
		<b>Contract Number:</b>	<b>23940116</b>
		<b>Budget Effective Date:</b>	<b>10/1/2013-9/30/2014</b>
<b>Type of Fringe Benefits</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
FICA (\$3,691.78 x 12 mos. X .062 x .6)	\$1,648.01	\$259.53	\$1,388.48
Hospitalization (\$687 per mo. X 12 mos. X .6)	\$4,946.40	\$778.96	\$4,167.44
Life Insurance (\$8.25 per mo. X 12 mos. X .6)	\$59.40	\$9.35	\$50.05
Retirement (\$3,691.78 x 3 mos. X .1289 x .6) + (\$3,691.78 x 9 mos. X .1367 x .6)	\$3,581.77	\$564.06	\$3,017.71
Worker's Compensation (\$3,691.78 x 12 mos. X .75 x .0026 x .6)	\$51.83	\$8.16	\$43.67
Medicare (\$3,691.78 x 12 mos. X .0145 x .6)	\$385.42	\$60.70	\$324.72
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Personnel Fringe Benefits</b>	<b>\$10,672.83</b>	<b>\$1,680.76</b>	<b>\$8,992.07</b>

\* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.  
[http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp)



**Budget for Title IV-E  
County Child Welfare Services Contract**

**Budget Narrative**

<b>County:</b>	<b>Travis County - CWS</b>
<b>Contract Number:</b>	<b>23940116</b>
<b>Budget Effective Date:</b>	<b>10/1/2013-9/30/2014</b>

Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. [http://www.dfps.state.tx.us/handbooks/Title IV\\_E Coumry](http://www.dfps.state.tx.us/handbooks/Title_IV_E_Coumry)

**A. Administration**

**A.1. Direct Personnel Salaries**

One Account Associate is responsible for handling the Title IV-E billings.

**A.2. Direct Personnel Fringe Benefits**

These are the fringe benefits associated with the Account Associate position.

**A.3. Direct Personnel Travel**

Mileage to and from TDFPS office for Account Associate.

**A.4. Direct Materials and Supplies**

None.

**A.5. Direct Equipment**

None.

**A.6. Direct Other Costs**

None.

**B. Training**

**B.1. Title IV-E Training (75%)**

None.

**B.2. Title IV-E Fostering Connections Training (65%)**

None.

**B.3. Non-Title IV-E Training (50%)**

None.

**C. Supplemental Foster Care Maintenance (SFCM)**

Expenditure estimates for clothing, gifts, and school supplies provided to Title IV-E eligible clients.

**Budget for Title IV-E  
County Child Welfare Services Contract**

***D. Indirect Costs (if applicable)***

Travis County is applying an indirect cost rate of 70.44%.