

Silvia Serma

From: Janet Monteros  
Sent: Friday, December 21, 2012 2:04 PM  
To: Leticia Armendariz; Silvia Serma  
Cc: Alicia Vera

Subject: RE: Texas Veterans Assistance Grant - Award -- 2012-0662 -Texas Veterans Commission Fund for Veterans Assistance/Grant-Award No. FVA-13-0099

**COUNTY LEGAL REVIEW FORM**

KK-12-0662

Contract Description: Texas Veterans Commission Fund for Veterans Assistance/Grant-Award No. FVA-13-0099

**COUNTY ATTORNEY ACTION\*\***

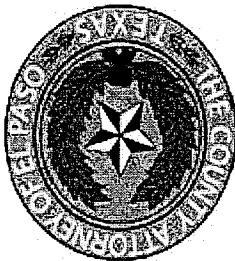
\*\*Requested Amendments/Clarifications: We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted  \_\_\_\_\_  
Approved as to Form with Amendments/Modifications/Reservations Noted Below\*  \_\_\_\_\_  
Not Approved  \_\_\_\_\_

\*1)

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

**Janet Monteros  
Assistant County Attorney**



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DEC 18 2012

COUNTY JUDGE

DANIEL P. MORAN  
Captain, USMC (Retired)  
Member

J.K. "JAKE" ELLZEY  
Commander, US Navy (Retired)  
Member

THOMAS P. PALLADINO  
Colonel, US Army (Retired)  
Executive Director



TEXAS VETERANS COMMISSION

ELISEO "AL" CANTU, JR.  
Major, US Army (Retired)  
Chairman  
JAMES H. SCOTT  
Colonel, USAF (Retired)  
Vice Chair  
THE REV. RICHARD A. McLEON, IV  
US Army Veteran  
Secretary

December 17, 2012

VIA OVERNIGHT DELIVERY  
The Honorable Veronica Escobar  
El Paso County  
500 E. San Antonio, Suite 701  
El Paso, Texas 79901  
(915) 546-2098

Re: Fund for Veterans' Assistance ("FVA") Grant Agreement No. FVA\_13\_0099

Dear Judge Escobar:

Congratulations on the FVA grant awarded to your organization. Enclosed please find duplicate originals of the above-mentioned contract between the Texas Veterans Commission Fund for Veterans' Assistance and El Paso County.

Please sign and date both original contracts, and the Contract Language Change Certification Form where indicated. *Return both partially-executed contracts, and the completed Contract Language Change Certification Form to the attention of: Karen Fastenau, General Counsel, at the address below.* After the contract is fully executed by the Texas Veterans Commission, one original will be returned to you.

If you have any questions or need additional assistance regarding the contents of this contract prior to signature, please contact Kathy Wood, Director - Fund for Veterans' Assistance at (512) 463-6535 or via email at [kathy.wood@tvc.texas.gov](mailto:kathy.wood@tvc.texas.gov).

Sincerely,

Paula Ornelas  
Legal Assistant

Enclosures

**CONTRACT LANGUAGE CHANGE CERTIFICATION FORM**



TVC Contract Number: Grant No. FVA\_13\_0099

*Please check the appropriate box and sign below:*

**No Changes.** I hereby certify that no changes have been made to documents contained in this contract package.

**Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as point of contact or signatory) have been made to documents contained in this contract package. Pen and ink corrections have been entered, initialed, and the revised areas have been flagged.

**Changes to Contract Terms and Conditions.** I hereby certify that changes to the contract terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the contract back to TVC for evaluation of the proposed changes. If the proposed changes are approved by the TVC signatory, they will be included in the final contract, and my copy will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a TVC representative to discuss them.

El Paso County

Veronica Escobar  
County Judge

Date

Grant No. FVA\_13\_0099

El Paso County  
and

Fund for Veterans' Assistance

Texas Veterans Commission

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**GRANT AGREEMENT**



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**GRANT PROVISIONS**

**I. GRANT PERIOD**

This agreement becomes effective upon the signatures of all parties. The grant period for this agreement begins on January 1, 2013 and expires on December 31, 2013. Only expenditures that are incurred within the grant period may be applied to the grant.

**II. GRANT AWARD AND PAYMENTS**

The total grant awarded to Grantee is \$75,000.

Upon a Grantee's satisfaction of each of the conditions contained in Article 2.03 hereof, the Agency shall release an initial payment of \$7,500 to the Grantee. Following receipt and approval of the monthly reports submitted pursuant to Article 5.01 and subject to Article 2.02, the remainder of the grant will be released following approval of monthly expenditure reports. Notwithstanding the foregoing, the Agency reserves the right in its sole discretion to alter the disbursement schedule. In the event of a default, the Agency may impose reasonable conditions which must be satisfied before all or any portion of the grant is released.

**III. REPORTING DATES**

Reporting Period	Performance & Expenditure Monthly Report Due	Project Narrative Quarterly Report Due
1/1/2013 - 1/31/2013	2/15/2013	
2/1 - 2/29/2013	3/15/2013	
3/1 - 3/31/2013	4/15/2013	4/15/2013
4/1 - 4/30/2013	5/15/2013	
5/1 - 5/31/2013	6/15/2013	
6/1 - 6/30/2013	7/15/2013	7/15/2013
7/1 - 7/31/2013	8/15/2013	
8/1 - 8/31/2013	9/15/2013	
9/1/ - 9/30/2013	10/15/2013	10/15/2013
10/1 - 10/31/2013	11/15/2013	
11/1 - 11/30/2013	12/15/2013	
12/1 - 12/31/2013	1/15/2014	1/15/2014

AGENCY	Texas Veterans Commission Fund for Veterans' Assistance William B. Travis Building 1701 N. Congress Avenue, Suite 9-100 Austin, Texas 78701 (512) 463-1157	GRANTEE	El Paso County 500 E. San Antonio, Suite 701 El Paso, Texas 79901 (915) 546-2098 Point of Contact: Veronica Escobar, County Judge
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**Physical Address.** The physical address of the parties for all purposes under this agreement and for documents delivered by overnight delivery, hand delivery, or courier service, shall be delivered to:

AGENCY	Texas Veterans Commission Fund for Veterans' Assistance P.O. Box 12277 Austin, Texas 78711-2277	GRANTEE	El Paso County 500 E. San Antonio, Suite 701 El Paso, Texas 79901 Point of Contact: Veronica Escobar, County Judge
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**Mailing Address.** The address of the parties for all purposes under this agreement and for documents delivered by U.S. Mail, shall be delivered to:

**V. GRANTEE AND AGENCY ADDRESSES**

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in Section V, or on the date of certified receipt if placed in the United States mail, postage pre-paid by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**IV. NOTICE**



VI. SIGNATORIES

Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this agreement.

TEXAS VETERANS COMMISSION GRANTEE

BY:

THOMAS P. PALLADINO

Executive Director

Date: \_\_\_\_\_

BY:

VERONICA ESCOBAR

County Judge

Date: \_\_\_\_\_

ARTICLE 1 - GENERAL

1.01 INTRODUCTION

The Texas Veterans Commission (TVC) Fund for Veterans' Assistance (FVA) awards reimbursement grants to address a broad range of needs for both Veterans and their families. Eligible charitable organizations, veterans service organizations and local government agencies may receive grants to provide direct assistance to Texas Veterans and their families in local communities.

The Fund for Veterans' Assistance is supported by the people of Texas who purchase the Veterans Cash lottery scratch-off tickets, donate when they register a vehicle, contribute through the State Employee Charitable Campaign (SECC), and give on-line or directly to TVC.

1.02 DEFINITIONS

The capitalized terms used in these General Grant Provisions are defined as follows:

"Agency" – means the Texas Veterans Commission.

"Annual Financial Statements" or "Financial Statements" - means Grantee's audited annual financial statements prepared in conformity with U.S. generally accepted accounting principles.

"Approved Budget" - means the budget submitted by a Grantee for the expenditure of the grant after it has been approved by the Commission.

"Cancellation" - means cessation of payment of grant funds and withdrawal of the Grantee's right to receive and authority to obligate previously awarded grant funds before that right and authority would otherwise expire. It also means the voluntary relinquishment of that right and authority by the Grantee. "Cancellation" does not include the refusal of the Agency to consent to a carryover or the determination by the Agency that a Grantee is not eligible to receive funds for a subsequent grant period.

"Capital Expenditure" – means expenditures that encompass articles of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more.

"Commission" – means the Commissioners of the Texas Veterans Commission, as appointed by the Governor.

"Default" - see Article 8.

"Executive Director" - means the Executive Director of the Texas Veterans Commission.

"Expiration" – means the natural end of a grant period as noted in Grant Provisions, Section I - Grant Period.

"FVA" - means the Texas Veterans Commission, Fund for Veterans' Assistance.

"General Grant Provisions" or "Provisions" - means these general grant provisions as amended by the FVA from time to time.

"Grant" - means the amount of funds awarded to a Grantee for a grant period pursuant to the Grant Agreement.

"Grantee" - means an organization that receives a grant award under Texas Administrative Code, Title 40, Chapter 460, concerning Fund for Veterans' Assistance Program.

"Grant Agreement" - means the contract between a particular Grantee and the Agency pursuant to which a grant award is made and to which these provisions are attached.

"Grant Closeout" - means the process by which the FVA determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee and the FVA.

"Grant Period" - means the period of time specified in the Grant Agreement during which expenses for items set forth in the approved budget may be applied against the grant.

"OMB A-87" – means the set of federal cost principles that establishes standards for determining costs of grants, contracts and other agreements with units of state and local government. The URL for OMB A-87 is <http://www.whitehouse.gov/omb/circulars/a087/2004/>.

"OMB A-122" – means the set of federal cost principles that establishes standards for determining costs of grants, contracts and other agreements with non-profit organizations. The URL for OMB A-122 is <http://www.whitehouse.gov/omb/circulars/a122/2004/>.

"Project" - means identified activity or program approved by the Agency.

"Reimbursement Grant" - means a Grantee is required to finance its operations with its own working capital with grant payments made to reimburse the Grantee for actual expenditures supported by adequate documentation. If applicable, required matching costs must also be incurred before reimbursement takes place.

"Rules" - means the rules governing the operation of the FVA as approved, adopted and promulgated by the Commission in Texas Administrative Code, Title 40, Part 15, Chapter 460, concerning Fund for Veterans' Assistance Program.

"Subgrant" - means a grant of funds from a Grantee to a separate nonprofit organization to accomplish the purposes of the original grant.

"Uniform Grant Management Standards (UGMS)" - codifies the Uniform Grant and Contract Management Standards Act of 1981. That Act directs the Governor's Office to establish uniform grant and contract administration procedures "to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state and federal agencies."

1.03 INCORPORATION BY REFERENCE

The following documents are attached or incorporated by reference:

- A. Exhibit A: Statement of Work and Performance Measures;
- B. Exhibit B: Approved Budget; and
- C. Exhibit C: Grant Application submitted by Grantee (incorporated by reference)

1.04 ORDER OF PRECEDENCE

In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. Grant Agreement;
- B. Exhibits A and B; and
- C. Exhibit C

1.05 OPTION TO AMEND GRANT AGREEMENT

Any changes, additions or deletions to this Grant Agreement or its exhibits must be executed through a grant amendment. A Grantee may request an amendment to the current Grant Agreement by following the amendment procedures contained in the FVA Procedure Guide. Amendments may change the approved budget, grant period, or statement of work of this Grant Agreement. Each amendment request will be considered on a case-by-case basis. A Grantee may submit no more than three (3) amendment requests during a grant period. Amendment requests seeking to change the award amount must be brought before the Commission for approval prior to the end of the grant period. All other amendment requests must be submitted no later than thirty (30) days prior to the end of the grant period. All decisions on amendments are final and non-appealable.

1.06 TEXAS VETERANS COMMISSION RECOGNITION

Grantee shall include, where possible, the following information on the Grantee website and on all grant program-related materials, brochures, flyers, and forms:

- A. The Grantee must have completed a grant application that was approved by the Commission for funding.
- B. The Grantee must have executed the Grant Agreement.

conditions:

Prior to the release of any grant funds, the Grantee must satisfy each of the following

### 2.03 CONDITIONS PRECEDENT TO RELEASE OF FUNDS

The Agency reserves the right to make adjustments in the amounts, permitted uses or other conditions of the grant as it may deem appropriate. Adjustments may be made by the Agency to the grant in total or to any one or more installments. The Agency will condition disbursement of any funds which it may award in addition to the grant on its review and approval of a supplement to the approved budget in such form as the Agency may direct, specifying the use of such additional funds by the Grantee. Grantee will expend such additional funds only in accordance with the approved supplement to the approved budget.

### 2.02 FUNDING ADJUSTMENTS

Fund for Veterans' Assistance grants are awarded on a cost reimbursement basis. Under the cost reimbursement method of funding, a Grantee is required to finance its operations with its own working capital with grant payments made to reimburse the Grantee for actual cash disbursements supported by adequate documentation. An initial payment of up to 10% of the total amount of the grant can be made for start up costs. The subsequent expenses will be charged against the initial payment until a zero balance is reached to be followed by expenses that will be reimbursed up to the total amount of the grant.

### 2.01 REIMBURSEMENT GRANT

#### ARTICLE 2 - GRANT PAYMENT PROVISIONS

If requested by the Agency, the Grantee will provide information regarding grant performance, success stories, and other information that can be used by the Agency to publicize the grant program and the Fund for Veterans' Assistance.

"This program is made possible by a grant from the Texas Veterans Commission Fund for Veterans' Assistance. The Fund for Veterans' Assistance provides grants to organizations serving veterans and their families."

- Texas Veterans Commission website URL;
- Fund for Veterans' Assistance logo;
- The following statement:



ARTICLE 4 - STANDARDS FOR GRANTEE FINANCIAL MANAGEMENT SYSTEMS AND AUDITS

Grantee must at all times comply with the assurances contained in Article 10, Assurances for Grantee. In addition, Grantee will comply with all relevant statutes, rules, regulations or decisions of the State of Texas or any applicable subdivision thereof.

3.04 COMPLIANCE WITH LAWS

This agreement is subject to the availability of state funds. If such funds become unavailable during the term of agreement and the Agency is unable to obtain sufficient funds, this agreement shall be reduced or canceled.

3.03 AVAILABILITY OF STATE FUNDS

The grant shall be expended by the Grantee to provide assistance to the veterans of Texas and for the specified purposes in the grant application, and in the amounts as set forth in the approved budget as amended from time to time in accordance with the procedure provided herein. Indirect costs may not exceed the amount of indirect costs as specified in the approved budget.

3.02 USE OF FUNDS

Upon receipt of notification of a grant approval, a Grantee shall have an approved budget. If the budget submitted with the application needs to be revised (for example, if the Grantee receives an amount other than that requested), the Grantee must submit a revised budget. The Agency will provide instructions and guidelines for the submission of the revised budget. The revised budget by the Agency, said budget shall be deemed an "approved budget," and the grant will be disbursed to the Grantee in accordance with Section 11 and Article 2 of these provisions, subject to the rules, these general grant provisions and the approved budget.

3.01 APPROVED BUDGET

ARTICLE 3 - APPROVED BUDGET AND USE OF FUNDS

- C. The Grantee shall have made the assurances set forth in Article 10, Assurances for Grantee, and the factual statements made therein shall remain unchanged.
- D. All of the statements and representations contained in the application for funding shall be accurate and remain unchanged materially. No further grant funds shall be released to the Grantee if the Grantee has not continued to satisfy the conditions set forth in paragraphs (A), (B) and (C) above.

4.01 FINANCIAL MANAGEMENT STANDARDS

The Grantee shall comply with financial management standards and requirements (the Fund for Veterans' Assistance Fiscal Guidelines, the State of Texas Uniform Grant Management Standards (UGMS), OMB A-87 for state or local governments, OMB A-122 for nonprofit organizations, and Generally Accepted Accounting Principles) which shall be imposed by the Agency to reasonably enable the Agency to monitor and evaluate the Grantee's project and use of the grant funds. To assist in such evaluation, the approved budget and financial reports will allocate project expenses paid with grant funds between program costs and indirect costs.

4.02 ALLOCATION

The approved budget will allocate expenses of the grant between program and indirect costs. Such allocations will be governed by either OMB A-87 for state and local government or OMB A-122 for nonprofit organizations. Each item of cost must be treated consistently in like circumstances as either a program cost or an indirect cost. All such allocations will be based on the reasonable and documented estimate of the Grantee.

4.03 SOURCE DOCUMENTATION

Accounting records, including expenditure reports, shall be supported by source documentation such as canceled checks, paid bills, timecards, payrolls, etc. The Agency may disallow unsupported expenses and may require that funds expended for unsupported expenses be returned.

4.04 DOUBLE CHARGING PROHIBITED

By submitting the monthly expenditure report, Grantee is making assurances to the Agency that no other entity has been billed or charged for the expenses reported. Funds provided under this agreement cannot be used to pay expenses that have been reimbursed, charged or otherwise donated to the Grantee by another entity.

4.05 AUDIT RESOLUTION

The Agency may require Grantee to follow a systematic method to assure timely and appropriate resolution of annual audit findings and recommendations and to report progress in such manner and at such times as the Agency shall deem appropriate.

ARTICLE 5 - REPORTING AND MONITORING OF PROGRAM PERFORMANCE

5.01 REPORTING BY GRANTEE

Failure of Grantee to comply with any of the reporting requirements in this agreement may result in the withholding or revocation of the grant, the refund to the FVA of grant funds disbursed, and/or Grantee's ineligibility for future grant funds.

5.06 FAILURE TO COMPLY WITH REPORTING REQUIREMENTS

The final report shall be submitted to FVA in the format designated by FVA, and is due no later than sixty (60) days after the expiration or cancellation of this agreement, whichever occurs first.

5.05 FINAL PERFORMANCE AND EXPENDITURE REPORT

Grantee shall provide to FVA a quarterly project narrative report in a format prescribed by the FVA. The due date for the report is the 15<sup>th</sup> of the month following the end of the reporting quarter.

5.04 QUARTERLY REPORT

Grantee shall provide to FVA a monthly performance and expenditure report in a format prescribed by the FVA and must contain an authorized signature. The due date for the report is the 15<sup>th</sup> of the month following the end of the reporting month.

5.03 MONTHLY REPORT

B. Any facts or events which would make the Grantee ineligible for funding if it were making application for funding at that time.

A. Problems, delays or adverse conditions which will materially impair the Grantee's ability to comply with the approved budget. A statement of action taken or contemplated shall accompany this disclosure, and any assistance needed to resolve the situation.

Between the scheduled reporting dates, events may occur which have significant impact upon the grant. The Grantee shall inform the Agency as soon as the following types of conditions become known:

5.02 SIGNIFICANT DEVELOPMENTS BETWEEN SCHEDULED REPORTING DATES

Grantee shall submit expenditure and performance reports to the Agency periodically during the grant period at such times as shall be directed by the Agency. These reports will be in the form and contain the information specified by the Agency.



A. Except as provided in paragraphs (B) and (C) of this section, records shall be retained for three (3) years from the ending date of grant period.

6.01 LENGTH OF RETENTION PERIOD

ARTICLE 6 - RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

The Grantee must ensure that clients served using FVA grant funds are eligible to receive services prior to requesting reimbursement for services provided to these clients. Eligibility documentation must be maintained in the clients' records. In specific extenuating circumstances it may be unreasonable to obtain eligibility documentation for rendering services. These situations will be approved during the application process and noted in Exhibit A (Statement of Work). The Grantee must still document due diligence to determine veteran, dependent, or spousal status.

5.08 ELIGIBILITY DETERMINATION

The Agency may review all relevant records or a sample of records to monitor a Grantee. Failure to comply with monitoring activities may result in corrective action.

Principles for Nonprofit Organizations).

Grantees shall cooperate with the Agency's program and fiscal monitoring activities, site visits, reviews of documentation and requests for information. Program and fiscal monitoring activities include site visits, desk reviews, and analyses of both financial management and grant administration to help identify potential weaknesses before such weaknesses result in substandard performance or questioned costs. Monitoring activities shall assess a Grantee's compliance with the Grant Agreement, the Fund for Veterans' Assistance Fiscal Guidelines, the State of Texas Uniform Grant Management Standards (UGMS), and OMB Circular A-87 (Cost Principles for State and Local, and Indian Tribal Governments) or OMB Circular A-122 (Cost

Monitoring activities are intended to ensure: (1) that Grantees meet the expenditure and performance requirements of the Grant Agreement; (2) Fund for Veterans' Assistance resources are used efficiently and effectively; (3) Fund for Veterans' Assistance resources are protected from waste, fraud, and abuse; and (4) reliable and timely information is captured and reported.

Visits to one or more of a Grantee's places of business may be made as determined by Agency representatives to inspect and review a project's physical facilities, financial records, personnel records, operational policies and procedures, including but not limited to observation of Grantee's delivery of services, and such other aspects of a Grantee's project as reasonably necessary to ensure compliance with the Grant Agreement and these provisions.

5.07 MONITORING

B. If any litigation, claim, negotiation, audit or other action involving the records shall be retained for two (2) years after completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

C. In order to avoid duplicate record keeping, the Agency may make special arrangements with Grantee to retain any records which are continuously needed for joint use. The Agency will request transfer of records to its custody when it determines that the records possess long-term value. When the records are transferred to or maintained by the Agency, the three (3) year retention requirement is not applicable to the Grantee.

6.02 SUBSTITUTION OF MICROFILM

Copies made by microfilming, photocopying or similar methods may be substituted for the original records.

6.03 ACCESS TO RECORDS

A. Grantee Records. The Agency, or any of its authorized representatives, shall have the right of access to any books, documents, papers or other of the Grantee's records which are pertinent to the grant, in order to make audits, examinations, excerpts and transcripts.

B. Expiration of Right of Access. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are retained.

ARTICLE 7 - PROHIBITED PRACTICES

7.01 CAPITAL EXPENDITURES

A. Capital expenditures are prohibited except where they are specifically authorized for grant funds awarded under the Housing4TexasHeroes program.

B. Capital leases are prohibited. "Use" leases or "operational" leases are allowable only when specifically authorized in the grant award.

7.02 SUBGRANTS

A. Grantee may not issue subgrants.

ARTICLE 8 - DEFAULT AND REMEDIES

8.01 DEFAULT DEFINED

For purposes of these general grant provisions, a Grantee may be deemed in default upon the occurrence of any of the following:

- A. Any material violation by the Grantee of the rules, the Grant Agreement, these general grant provisions, any other applicable statute, ordinance or law or any other rules, regulations or provisions applicable to the Agency which may hereafter be adopted;

- B. Any use of grant funds not in substantial accordance with the approved budget and budget narrative including approved revisions for that grant period;

- C. The occurrence of any event which would make the Grantee ineligible to receive a grant if applying for one at that time;

- D. The submission of any materially false or intentionally misleading information to the Agency as a part of the grant application, approved budget, budget narrative, reports, financial statements or otherwise; or

- E. Any failure to return unused grant funds at the end of a grant.

8.02 REMEDIES UPON DEFAULT

In the event of a default by a Grantee, the Agency may assess corrective action on a Grantee based on the following criteria as determined appropriate by the Agency given the circumstances surrounding the occurrence of the acts necessitating corrective action:

- A. Severity, nature, duration, and extent;
- B. Previous occurrences of acts necessitating corrective action; and
- C. Efforts by the Grantee to prevent the occurrence of acts necessitating corrective action, including efforts to:

- 1. obtain technical assistance, training, or other assistance from the Agency or another entity;
- 2. resolve monitoring findings; and
- 3. prevent potential acts necessitating corrective action.

The Agency may assess one or more of the following corrective actions:

- A. Delay, suspension, or denial of contract payments;
- B. Partial or full deobligation of funds;
- C. Ineligibility for future grant awards;
- D. Contract cancellation;
- E. Participation in technical assistance and quality assurance activities;
- F. Submission of additional or more detailed financial or performance reports;
- G. Mandatory participation in training;
- H. On-site monitoring visits;
- I. An Agency-developed and Grantee-implemented Corrective Action Plan to address the weaknesses identified; and
- J. Other actions deemed appropriate by the Agency to assist the Grantee in correcting deficiencies.

The Agency will issue a corrective action letter to the Grantee when the Grantee is in default as defined in Article 8.01. The corrective action letter will be sent by certified mail. In the corrective action letter, the Agency will:

- A. provide notification of noncompliance;
- B. specify the corrective action as defined in 40 Texas Administrative Code §460.32(b), relating to Corrective Action, required to be taken by the Grantee;
- C. set a timeline for the Grantee to implement the Agency-required corrective action; and
- D. describe any technical assistance available to the Grantee.

#### 8.03 APPEALS

A Grantee may appeal the Agency decision to impose corrective action, and/or deobligation of grant funds. No other appeals may be made by a Grantee.

- A. Upon receipt of a notice of corrective action imposed on a Grantee, the Grantee may appeal the corrective action decision to the Agency Executive Director. A letter of appeal submitted by a Grantee must be received by the Agency no later than fourteen (14) days after the mailing date of the corrective action letter. A letter of appeal received after the deadline shall not be considered.
  1. The letter of appeal shall include:
    - (a) justification of why the corrective action should not be imposed;
    - (b) an explanation of how the Grantee will correct the noncompliance identified in the corrective action letter;
    - (c) an explanation of how the Grantee will ensure that any noncompliance identified in the corrective action letter will be avoided in the future; and
    - (d) any documents supporting the appeal.
  2. The Agency Executive Director, or his designee(s), makes the final decision to approve or deny the appeal. The decision of the Executive Director is final.
    - B. Upon receipt of a notice of deobligation of grant funds, the Grantee may appeal the deobligation of grant funds decision to the Commission. A letter of appeal submitted by a Grantee must be received by the Agency no later than fourteen (14) days after the mailing date of the notice of deobligation letter. A letter of appeal received after the deadline shall not be considered.
      1. The letter of appeal shall include:
        - (a) justification of why the deobligation of grant funds should not be imposed;
        - (b) an explanation of how the Grantee will correct the determinations identified in the notification of deobligation letter;
        - (c) an explanation of how the Grantee will ensure that the determinations in the notice of deobligation letter will be avoided in the future; and
        - (d) any other documents supporting the appeal.

2. The Commission makes the decision to approve or deny the appeal. The decision of the Commission is final.

ARTICLE 9 - GRANT CLOSURE

9.01 CLOSURE

- A. Except as otherwise provided herein, each grant shall be closed out as promptly as is feasible after expiration or cancellation.
- B. Within sixty (60) days of any expiration or cancellation, the Grantee shall submit a final expenditure report that accounts for all grant funds as outlined in Article 5.05.

9.02 RIGHTS NOT AFFECTED

- A. The closure of a grant does not affect the retention period for, or Agency rights of access to, records as provided herein.
- B. Until the grant is closed out, the Agency retains the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit or review which may be conducted between the end of the grant period and the closure.
- C. The closure of a grant does not affect the Grantee's responsibilities with respect to property under Article 7 hereof, or unexpended grant funds as provided herein.

9.03 AMOUNTS PAYABLE TO AGENCY

For each grant, the following sums shall constitute a debt or debts owed by the Grantee to the Agency, and shall, if not paid upon demand, be recovered from the Grantee or its successor or assignees by setoff or other action as provided by law:

- A. Any grant funds paid to the Grantee by the Agency in excess of the amount to which the Grantee is finally determined to be awarded;
- B. Any amounts due the Agency under these provisions; and
- C. Any other amounts finally determined to be due the Agency.

9.04 CANCELLATION BY CONSENT

In addition to cancellation upon a default, grants may be cancelled in whole or in part as follows:

- A. By the Agency with the consent of the Grantee, in which case the two parties shall agree upon the cancellation conditions, including the effective date and in the case of partial cancellation, the portion of the grant to be cancelled; or
- B. By the Grantee, upon written notification to the Agency, setting forth the reasons for such cancellation, the effective date, and in the case of partial cancellation, the portion to be cancelled. However, if, in the case of a partial cancellation, the Agency determines that the remaining portion of the grant will not accomplish the purposes for which the grant was made, the Agency may elect to cancel the grant in its entirety.

ARTICLE 10 - ASSURANCES FOR GRANTEE

Grantee assures that:

- A. It will restrict the use of TVC grant funds to activities and/or purposes that are authorized under the Grant Agreement.
- B. It will comply with applicable laws including those pertaining to anti-discrimination measures for employment and services.
- C. It will, upon request, cooperate with all data collection and evaluation activities undertaken by the Texas Veterans Commission and give any authorized representative of the State of Texas (i.e., State Auditor's Office) access to any copies of all financial records, books, papers, or documents at no cost to the Agency.
- D. It understands and agrees that the Commission may, in its sole discretion, grant funds in greater or lesser amounts and/or for greater or lesser periods of time than requested in its application.
- E. It understands and agrees that the application, once received by the Commission, becomes the property of the Commission, and any or all ideas contained therein may be used by the Commission.
- F. It will provide written reports detailing the use of Agency grant funds consistent with the proposed use described in the Grant Agreement.
- G. It will promptly notify the Agency if any organizational or project changes occur such that information contained in its Grant Agreement is no longer correct, or that would render the organization ineligible for an FVA grant award.

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

ARTICLE 12 - PERSONNEL

Any changes, including any increase or decrease in the amount of the award, shall be incorporated in written amendments to this contract. No oral agreements are valid.

ARTICLE 11 - CHANGES

- H. It will not use any FVA grant funds for the purpose of lobbying as defined in Chapter 305 of the Texas Government Code.
- I. It will comply with state and federal laws, regulation, rules, and agency policies, and OMB Circular A-87 (Cost Principles for State and Local, and Indian Tribal Governments) or OMB Circular A-122 (Cost Principles for Nonprofit Organizations).
- J. It will maintain its tax exempt status under Section 501(a) of the Internal Revenue Code of 1954, for the life of the grant, and will notify TVC immediately if such status changes.
- K. For housing construction or modification grants, it will, for any grant-funded project, abide by the Texas Minimum Construction Standards, as well as any local, state or federal rules, statutes, or codes adopted by the local government to regulate construction in that area. It will also make available all required building or construction permits along with any blue prints that are created for the project.
- L. For housing construction or modification grants, it will provide the Agency with the physical address of any construction or housing modification project that is funded under the grant once construction begins.
- M. For housing construction or modification grants which are funded by the Housing Trust Fund, it will maintain compliance with Texas Government Code §2306.202, which provides that assistance will be provided only to those persons who meet the income requirements set forth in that statute.



Each provision and clause required by law to be inserted into this agreement shall be deemed to be enacted herein and the agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, this agreement shall be amended to make such insertion upon application by either party.

ARTICLE 14 - INCORPORATION OF PROVISIONS REQUIRED BY LAW

Grantee shall comply with applicable requirements of federal and state laws prohibiting discrimination on the grounds of race, religion, color, sex or national origin, while administering this grant.

ARTICLE 13 - CIVIL RIGHTS

The Veterans Court is comprised of an extensive collaboration of dedicated partners including criminal justice, federal and state veterans agencies, and local community veterans organizations. The eligible population includes military veterans and active duty service members who have been charged with felony criminal offense(s) and who are identified with substance dependency and/or serious mental health issues. The Veterans Court Program will provide eligible participants with support and rehabilitation through comprehensive substance abuse and/or mental health treatment, education,

The goal of the Veterans Court Program is to divert veterans from the traditional criminal justice system by providing them treatment and judicial monitoring and provide them with the tools needed to lead a productive and law-abiding life.

Grant funds will cover the costs of a Compliance Officer's salary and benefits. The Compliance Officer will provide surveillance for the participants of the Veterans Court Program, who are adult males and females, ages 18 and over, who are combat veterans or active military service members of the United States Armed Forces, including members of the Reserves, National Guard or State Guard.

**Detailed Project Description**

Once identified, the goal is to link veterans to rehabilitative services including psychiatric evaluations, medication, group and individual counseling, educational services, and job placement, transportation, and housing assistance. Additionally, the project will assist veterans in obtaining the benefits and services they may be eligible for so that they can live productive and law-abiding lifestyles.

The goal of the Veterans Court Program is to address the challenges facing active military service members and veterans who have committed crimes and have been identified as suffering from mental health illnesses (Post-Traumatic Stress Disorder or traumatic brain injury) and substance abuse issues that resulted from military service of combat zone or other similar hazardous duty area.

Project Name: Veterans Court Program

**Brief Project Description**

*The Statement of Work outlines the specific services the Grantee is expected to perform/provide and the goals of the project. Deviations from the Statement of Work may result in unallowable reimbursement costs. Changes to the Statement of Work can be requested through an amendment. The Statement of Work for this grant project is as follows:*

**STATEMENT OF WORK**

<b>Grantee:</b>	El Paso County	<b>Grant Number:</b>	FVA_13_0099
<b>Program:</b>	Fund for Veterans' Assistance	<b>Grant Award Amount:</b>	\$75,000

**Exhibit A – Statement of Work and Performance Measures**



vocational programs, and community resource referrals for housing, childcare, and transportation, all while being judicially monitored.

The program is comprised of five phases, and a minimum of 12 months of active treatment and an additional 6 months of aftercare are required for a participant to complete all five phases of the program. The program may be extended to equal a maximum total of 36 months, as statutory time allows. Each phase includes court and supervision requirements, and addresses specific treatment and recovery goals, with therapeutic interventions and rehabilitative directives to be completed in order to advance to the next phase.

The Compliance Officer position will be a certified peace officer in the State of Texas and his/her duties will include:

- Conducting unannounced, random field visits of the participants at their home, place of employment, or any other establishment they may frequent on a regular basis to assure the participant is meeting the condition of their probation.
- Monitoring participant abstinence through drug testing. Drug testing is random, controlled, unannounced, and observed.
- Attending meetings and court review hearings on a weekly basis and to provide weekly reports. The Compliance Officer will inform the court of any violations or accomplishments on behalf of the participants and will recommend appropriate sanctions and incentives.
- Making contact with family members of the participants to discuss progress and needs of the household or children, when applicable, and make referrals for services needed.

Drug testing is administered by same-sex personnel and is administered on a random basis. Substance testing and monitoring are mandatory requirements of the program and are utilized as tools to support participant recovery and engagement in treatment. Testing is the means by which the program objectively establishes a framework for participant accountability and helps to gauge individual progress in recovery. All program participants are tested for illicit as well as prescription drugs during all five phases of the program.

**PERFORMANCE MEASURES**

Performance measures describe how success in achieving the project goals will be measured and tracked. The required performance measures track unduplicated, unique veterans or family members served by the project, while additional performance measure help to measure how the project is progressing and how veteran clients are moving through the project program. The following performance measures apply to this project:

#	Required Performance Measure or Deliverable	Tool Used to Measure Performance	Performance Outcomes
1	Number of veterans served (required) Unduplicated, unique veterans receiving Veterans Court Program assistance.	Database, reports from providers and Compliance Officer, court appearances	45
2	Number of dependents served (required) Unduplicated, unique dependents receiving Veterans Court Program assistance.	Screenings and evaluations, database, reports from visits from Compliance Officer	20
3	Number of surviving spouses served (required) Unduplicated, unique surviving spouses receiving XX assistance.	N/A	0

## Exhibit B – Approved Budget and Budget Narrative



Grantee:	El Paso County	Grant Number:	FVA_13_0099
Program:	Fund for Veterans' Assistance	Grant Award Amount:	\$75,000

Budget Table 1		Total Budget
Budget Category	Total Costs	Total Costs
Direct Costs		
1	Personnel (total salary and benefits from Budget Table 2)	\$75,000
2	Client Services (including counseling, support such as rental assistance, bill payments, etc., transportation, and contracted services, including contract personnel providing services to clients)	\$0
3	Equipment (non - capitalized)	\$0
4	Supplies and Materials	\$0
5	Travel	\$0
6	Other (Provide detail in Budget Narrative)	\$0
A	Total Direct Costs (Line 1 thru 6)	\$75,000
B	Indirect Costs (not to exceed 7% total award)	\$0
C	<b>TOTAL BUDGET (sum lines A and B)</b>	<b>\$75,000</b>

Budget Table 2 Personnel Costs Breakdown (Totals MUST tie to Personnel Costs – Budget Table 1, Line 1)				
Column A	Column B	Column C		
Amount of Annual Employee Benefit Costs	Total of Annual Salary & Benefits Allocated to Grant (A+B)	Position Title (List each position individually)	% Time Allocated to Grant	TOTAL
\$57,610	\$57,610	100%	Compliance Officer	\$75,000
\$17,390	\$17,390			\$75,000

**BUDGET NARRATIVE**

**Table 2 - A Salaries and Wages - \$57,610**

- Compliance Officer (1 FTE) - \$57,610

The Compliance Officer is a certified peace officer that works directly with the Veterans Court to assist in supervising clients in the field. The role of this position will include, but is not limited to, attending at all staffing, conducting home visits, and monitoring absence, and complying with specific requests from the team for additional monitoring or supervision.

**Table 2-B Employee Benefits - \$17,390**

- Compliance Officer - \$17,390

Fringe benefits include FICA, Worker's Compensation, Unemployment, Retirement, Health and Life.

**Table 1 - 2 Client Services - \$0**

N/A

**Table 1 - 3 Equipment (non - capitalized) - \$0**

N/A

**Table 1 - 4 Supplies and Materials - \$0**

N/A

**Table 1 - 5 Travel - \$0**

N/A

**Table 1 - 6 Other - \$0**

N/A



COMMISSIONERS COURT  
COMMUNICATION

AGENDA DATE: 12/10/2012

CONSENT OR REGULAR: CONSENT

CONTRACT REFERENCE NO  
(IF APPLICABLE): 2012-0349

**SUBJECT:**

To request permission to accept the Texas Veterans Commission Fund for Veterans Assistance Grant in the amount of \$75,000.

**BACKGROUND/DISCUSSION OF TOPIC:** To include statutory requirement, operational impact, or performance goal.

The 346th District Court, Veterans Court Program submitted an application for funding to the Texas Veterans Commission. The grant was awarded to provide services to the participants of the Veterans Court Program.

**FISCAL IMPACT:**

\$75,000

**PRIOR COMMISSIONERS COURT ACTION (IF ANY):**

None

**RECOMMENDATION:**

Approve and Authorize the 346th District Court, Veterans Court Program to accept the Texas Veterans Commission Fund for Veterans Assistance Grant in the amount of \$75,000. The award is for a twelve-month period. No cash match required. Pending County Attorney's approval.

**COUNTY ATTORNEY APPROVAL**

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY:

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE:

SUBMITTED BY:

Silvia Serna, Veterans Program Director, extension 4478.