



**Texas Veterans Commission
Fund for Veterans' Assistance
Request for Applications**

**Veterans Treatment Court Grant
2017-2018**

August 29, 2016

**Application Deadline: November 3, 2016, 5:00 PM
Austin, Texas**

Fund for Veterans' Assistance website:
<http://www.tvc.texas.gov/Apply-For-A-Grant.aspx>

The Texas Veterans Commission (TVC) is firmly committed to the principal of fair and equal employment opportunities and the provision of services without regard to race, color, sex, religion, national origin, age, physical disability, or genetic information.

Table of Contents

I.	Purpose and Overview	3
II.	Purpose of this Request for Applications.....	4
	A. Term of this Grant.....	5
	B. Total Amount Available and Number of Awards	5
	C. Number of FVA Grants	5
	D. Matching Funds	5
III.	Definitions of Key Terms	5
IV.	Program Guidelines	7
	A. Competitive Grant.....	7
	B. Reimbursement Grant	8
	C. Eligibility of Beneficiaries.....	8
	D. Grant Funding Period.....	8
	E. Additional Funding.....	8
	F. Eligible Applicants	8
	G. Not Eligible to Apply.....	9
	H. Funding Amounts and Financial Documentation	9
	I. Texas Administrative Code.....	9
	J. Prohibited Uses of Funds	9
	K. Grant Management Standards.....	10
V.	Grant Application	11
	Applicant Information.....	11
	Part 1: Proposed Project Information.....	11
	Part II: Organization Background.....	14
	Part III: Budget Table and Budget Narratives	14
VI.	Application Review and Award Process.....	18
VII.	Application Webinar and Questions	19
VIII.	Application Package	19
IX.	Application Submission	19
	A. Application Deadline	19
	B. Application Format and Delivery Method.....	21
X.	Timeline for 2017-18 Veterans Treatment Court Grant Applications	21
XI.	Grantee Training	22
	PROGRAM REQUIREMENTS	22
	TERMS AND CONDITIONS	26
	PROVISIONS AND ASSURANCES	31

APPENDIX I - The Application

APPENDIX II – The Evaluation Rubric

APPENDIX III – Sample Notice of Grant Award

APPENDIX IV – Sample Expenditure Checklist

Request for Applications
Texas Veterans Commission Fund for Veterans' Assistance
2017-2018 Veterans Treatment Court Grant

The Fund for Veterans' Assistance (FVA or "Fund") was created in the 79th Legislature, and codified in the Texas Government Code § 434.017, Veterans' Assistance Agencies. The Fund, prior to the passage of Senate Bill 1655 in the 81st Legislature, was composed of money transferred to the Fund at the direction of the Legislature, gifts and grants contributed to the Fund, and the earnings of the Fund.

During the 81st Legislature, Senate Bill 1655 established the Veterans' Assistance Game. This allowed for money to be transferred to the Fund from proceeds of a game operated by the Texas Lottery Commission, operated under the Texas Government Code §§ 466.027 and 466.408. The Fund is also composed of money deposited to the Fund under the Texas Transportation Code § 502.1746. The Texas Veterans Commission oversees all rules governing the awarding of grants from the FVA.

The 83rd Legislature established the Veterans Treatment Court (then called Veterans Court) as defined in Title 2, Subtitle K, Chapter 124 of the Texas Government Code. During the 84th Legislature, the General Appropriations Act appropriated funds to the Texas Veterans Commission for a Veterans Treatment Court Grant.

The Texas Veterans Commission (TVC) established the following priorities to provide guidance to the FVA Advisory Committee in developing funding recommendations and for the Commission in making grant awards. These priorities are:

- **Geographic Distribution**
The FVA Advisory Committee will develop recommendations that will ensure widespread distribution of grants across the state.
- **Diversity of Services in Geographic Areas**
The Commission encourages a diversity of services provided within geographic regions.
- **Outstanding Grant Applications**
Priority will be given to outstanding-rated grant applications.
- **Full Funding**
The FVA Advisory Committee will recommend fully funding grant requests, whenever possible.

The above priorities will be used in the funding recommendations made for this grant.

I. Purpose and Overview

The Texas Veterans Commission is authorized to use funds appropriated to the FVA to administer the Fund and make reimbursement grants to address the needs of Veterans. The Veterans Treatment Court Program provides reimbursement grants to eligible organizations to assist Texas Veterans and their families in obtaining services through Veterans Treatment Court programs established under Texas Government Code § 124.001-.006.

As defined in Texas Government Code § 124.001, a Veterans Treatment Court is a program that has the following essential characteristics:

- The integration of services in the processing of cases in the judicial system;
- The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants;

- Early identification and prompt placement of eligible participants in the program;
- Access to a continuum of alcohol, controlled substances, mental health, and other related treatment and rehabilitative services;
- Careful monitoring of treatment and services provided to program participants;
- A coordinated strategy to govern program responses to participants' compliance;
- Ongoing judicial interaction with program participants;
- Monitoring and evaluation of program goals and effectiveness;
- Continuing interdisciplinary education to promote effective program planning, implementation, and operations; and
- Development of partnerships with public agencies and community organizations, including the United States Department of Veterans Affairs.

Additionally, the duties of a Veterans Treatment Court Program are outlined in § 124.003 and must include:

- Ensuring that a defendant eligible for participation in the program is provided legal counsel before volunteering to proceed through the program and while participating in the program;
- Allowing a participant to withdraw from the program at any time before a trial on the merits has been initiated;
- Providing a participant with a court-ordered individualized treatment plan indicating the services that will be provided to the participant; and
- Ensuring that the jurisdiction of the Veterans Treatment court continues for a period of not less than six months but does not continue beyond the period of community supervision for the offense charged.

II. Purpose of this Request for Applications

The purpose of this Request for Applications (RFA) is to seek Grant Applications from Eligible Applicants for Reimbursement Grants using FVA funds. All grant awards will be made through a **competitive grant selection process**. This RFA and accompanying Application documents are for the Veterans Treatment Court Grant in accordance with Texas Government Code, Chapter 124, relating to Veterans Court Program.

The application period for this grant opens August 29, 2016 and closes November 3, 2016. Applications must be received by **November 3, 2016 by 5 p.m. at the TVC office in Austin, Texas**. Refer to Section IX. Application Submission for complete application delivery instructions.

Upon Commission approval of the grant awards, the parties will be bound by the following: 1) **the terms and requirements within this RFA document**, 2) **the Grant Application and all items submitted by the grant applicant to the Commission in response to this RFA**, and 3) **the Notice of Grant Award (NOGA)**. In the event of conflicts or inconsistencies between any of these documents, the provisions set forth in the NOGA will prevail.

Applicants are expected to read and be familiar with **ALL** Program Requirements, Terms and Conditions, and Provisions and Assurances within this RFA document and are expected to comply with them. Applicant will sign a True and Correct Statement as part of *Appendix I – The Application* confirming compliance with all program requirements, terms and conditions, and provisions and assurances.

A Grant Application received by the Agency must meet the following requirements to be considered for funding:

- Be completed according to the grant application instructions listed in this RFA;
- Satisfy all requirements as listed in Section VI. Application Review and Award Process; and

- Received by the Agency by the deadline established in the grant application instructions, as listed in Section IX. Application Submission, of this RFA.

If a Grant Application received by the Agency does not meet all requirements listed above, it may not be considered for funding. FVA may make a clarification or additional documentation request of applicants after initial review of their submission. Any information requested by the FVA must be submitted within five (5) working days of FVA's request. If clarification information is not received or is incomplete, the application may not be considered for funding.

A. Term of this Grant

Grants awarded under this RFA will begin on **July 1, 2017** and end on **June 30, 2018**.

Reimbursement will only be made for those allowable expenses that occur within the term of this grant. No pre-award spending will be allowed.

B. Total Amount Available and Number of Awards

The anticipated amount available for awarding with 2017-18 Veterans Treatment Court Grants is \$1,500,000. The number of awards will be dependent upon the FVA grant amounts awarded to Eligible Applicants. Requested grant amounts must be one of the specific grant amounts listed. This amount is subject to change due to availability of funds.

C. Number of FVA Grants

Organizations will only be awarded **one** FVA Veterans Treatment Court Grant during this cycle. Different departments within units of local government may apply under separate applications for more than one grant.

D. Matching Funds

While there is no mandated matching requirement, the FVA does expect Grantees to share in the operational cost of funded projects. Applicants are required to identify the anticipated funds they will use on the Proposed Project.

III. Definitions of Key Terms

The capitalized terms used in this RFA are defined as follows:

Advisory Committee. The committee formed under Texas Administrative Code, Title 40, Part 15, Section 452.2(c), relating to Fund for Veterans' Assistance Advisory Committee.

Agency. The Texas Veterans Commission.

Applicant. Shall have the same meaning as Eligible Applicant as defined in the Texas Administrative Code, Title 40, Part 15, Section 460.3(a). The following are eligible to apply for grant funds: Units of local government.

Approved Budget. The budget included in a grant application that corresponds with the amount awarded by the Commission.

Awarded Applicant. Shall have the same meaning as Grantee. An organization that receives a grant from the Fund for Veterans' Assistance.

Beneficiary. A member of the target population served by the Grantee's organization. For purposes of this grant, the Beneficiary, is a Texas Veteran, Texas surviving spouse, or a Texas Veteran's dependent.

Cancellation. Cessation of payment of grant funds and withdrawal of the Grantee's right to receive additional grant funds.

Capital Expenditure. Tangible personal property having a useful life of more than one year and an acquisition cost which equals **or** exceeds the lesser of the capitalization level established by the organization for financial statement purposes, or \$5,000.

Commission. The members of the Texas Veterans Commission.

Dependents. Spouse, son, daughter, including stepchild or adopted child of a Texas Veteran.

Disabled Veteran. As defined in Title 5, United States Code Annotated, Section 2108(2), "An individual who has served on active duty in the armed forces, (except as provided under section 2108a) has been separated therefrom under honorable conditions, and has established the present existence of a service-connected disability or is receiving compensation, disability retirement benefits, or pension because of a public statute administered by the Department of Veterans Affairs or a military department."

Disallowed Cost. A questioned cost that the Agency has determined violates the conditions of the NOGA or other law, regulation, or other document governing the expenditures of funds.

Eligible Applicants. As defined in the Texas Administrative Code, Title 40, Part 15, Section 460.3(a). The following are eligible to apply for grant funds: Units of local government.

Expenditure Benchmark. The percent of the total grant award that must be expended and reported by designated timeframes within the Grant Funding Period.

FVA. Fund for Veterans' Assistance.

Governing Body. A group who formulates the policy and directs the affairs of an organization in partnership with managing staff.

Grant. A sum of money given by an organization or a unit of government for a particular purpose. Grants do not include donations or in-kind contributions.

Grant Application. Documents submitted by an organization or unit of local government in response to the Request for Applications (RFA). Also referred to as "Application Package" in this RFA.

Grantee. An organization that receives a grant from the Fund for Veterans' Assistance.

Grant Funding Period. The time period specified in the RFA and NOGA during which all work must be performed and expenses must be incurred.

Grant Project. The work and activities for which grant funding has been awarded and information is provided in the approved *Appendix I – The Application*. During the open application process and before the Texas Veterans Commission makes final grant awards, the Grant Project will be known as the Proposed Project.

Ineligible. Any application submitted by an organization that does not meet the requirements of this RFA will be disqualified from further review and deemed Ineligible.

Notice of Grant Award. The Notice of Grant Award and all addenda represent the agreement between the parties. Upon Commission approval of the grant award, the parties will be bound by the following: (1) the terms and requirements within this RFA document, 2) the Grant Application and all items submitted by the grant applicant to the Commission in response to this RFA, and 3) the Notice of Grant Award (NOGA). In the event of conflicts or inconsistencies between any of these documents, the provisions set forth in the NOGA will prevail.

Performance Benchmark. The percent of each minimum required performance measure that must be met and reported by designated timeframes within the grant period.

Principal Participant. Project Coordinator and Financial Coordinator, and Executive Director or any other key stakeholders in the Proposed Project.

Proposed Project. The work and activities for which funding is sought and information is provided in the *Appendix I – The Application*. Should the Texas Veterans Commission approve the Application, the Proposed Project will then become known as the Grant Project.

Questioned Cost. A cost that has been identified to be an alleged violation of a provision of the NOGA, law, regulation, or other agreement or document governing the expenditure of funds or a cost that is not supported by adequate documentation.

Regional. Refers to the establishment of a Veterans Treatment Court program by the Commissioners Courts of two or more counties in the state of Texas as described in Texas Government Code § 124.004.

Reimbursement Grant. The Grantee is required to finance its operations with its own working capital. Grant payments will be made to reimburse the Grantee for actual expenditures made supported by adequate documentation.

Résumé. A document that contains a summary of relevant job experience and education.

Sub-Grant. An award made by a Grantee to another organization or agency using grant funds. This is prohibited under Texas Administrative Code, Title 40, Part 15, Section 460.10(2).

TVC. Texas Veterans Commission.

Unallowable Cost. A cost that is 1) not necessary and reasonable for proper and efficient performance and administration of the project, 2) not allocable to the project, 3) not authorized nor prohibited under State or local laws or regulations, and 4) does not conform to limitations or exclusions set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Federal laws, terms and conditions of the award, or other governing regulations as to types or amounts of cost items.

Unduplicated. For purposes of this grant, unduplicated shall be defined as not previously counted.

Units of Local Government. A county, municipality, special district, school district, junior college district, a local workforce development board created under the Texas Government Code § 2308.253, or other legally constituted political subdivision of the state.

IV. Program Guidelines

A. Competitive Grant

The Veterans Treatment Court Grant is a competitive reimbursement grant available to Eligible Applicants. The funding is to be used to assist organizations with addressing the needs of Veterans and their families. Grant funding should not be used with the anticipation or expectation of additional or subsequent awards of FVA funding. See **E. Additional Funding** below.

B. Reimbursement Grant

FVA 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 as prescribed by the FVA. 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.

C. Eligibility of Beneficiaries

Per Texas Government Code § 124.002, a defendant is eligible to participate in a Veterans Treatment Court program if the defendant is a Veteran or current member of the United States armed forces, including a member of the reserves, national guard, or state guard. That defendant must also satisfy one of the main bullets below:

- Suffer from a brain injury, mental illness, or mental disorder, including post-traumatic stress disorder, or was a victim of military sexual trauma, that:
 - Occurred during or resulted from the defendant’s military service, and
 - Affected the defendant’s criminal conduct at issue in the case; **OR**
- Be a defendant whose participation in a Veterans Treatment Court program, considering the circumstances of the defendant’s conduct, personal and social background, and criminal history, is likely to achieve the objective of ensuring public safety through rehabilitation of the Veteran in the manner provided by Penal Code § 1.02(1).

Additionally, Veteran defendants are eligible to participate only if the attorney representing the state consents to the defendant’s participation in the program and if the court in which the criminal case is pending finds the above requirements to be true.

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 by the Grantee in the clients’ records.

D. Grant Funding Period

All funding awarded under this grant must be expended within the Grant Funding Period of July 1, 2017 to June 30, 2018. If awarded funds, the Agency will disburse 10% of the awarded Grant Amount upon execution of the NOGA. No pre-award spending will be allowed. All costs associated with the preparation and submission of an Application for this RFA is the responsibility of Applicant. These costs shall not be chargeable to TVC by any successful or unsuccessful Applicant.

E. Additional Funding

There should be no expectation of additional or continued grant funding on the part of the Grantee. Any additional funding or future funding will require submission of a Grant Application during a subsequent Request for Applications. All additional funding will be through a competitive RFA process. An amendment extending the Grant Period may be considered by the FVA.

F. Eligible Applicants

- Units of local government

G. Not Eligible to Apply

1. **Individuals;**
2. For-profit entities;
3. Units of federal or state government, including state agencies, colleges, and universities;
4. Organizations that have not fulfilled all legal requirements to operate in the state of Texas; and
5. Organizations that do not have current operations in Texas or a Texas-based chapter.

Please note: Applicant organizations with contracts or agreements with the Texas Veterans Commission may be ineligible for Fund for Veterans' Assistance grant funding requested for Proposed Projects involving the same or similar services as those funded under the contract. Applicants are responsible for ensuring their submitted application discloses any such contract. The Proposed Project must be clearly and sufficiently differentiated in *Appendix I – The Application* from any contracted services.

H. Funding Amounts

Eligible Applicants are encouraged to request a specific funding amount from the options below.

- \$5,000
- \$15,000
- \$20,000
- \$30,000
- \$50,000
- \$75,000
- \$100,000
- \$150,000
- \$200,000
- \$250,000
- \$300,000
- \$400,000
- \$500,000

I. Texas Administrative Code

All applicants should review and be familiar with the TVC administrative rules governing the Fund for Veterans' Assistance Program. These rules are published in 40 Texas Administrative Code, Part 15, Chapter 460, found at:

[http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=40&pt=15&ch=460](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=40&pt=15&ch=460)

J. Prohibited Uses of Funds

- **Supplanting of Funds**
A grant made to an organization or unit of local government is intended to provide services and/or assist Veterans and their families through the existing structure of the organization. It is not the intent of this grant to supplant existing funds, but to supplement existing funding.
- **Duplication of Services**
Grant funds are not to be used to conduct activities or to provide services that are the same as those currently provided by the Texas Veterans Commission. **However, grant funds may be used to conduct activities or provide services that complement those provided by the Texas Veterans Commission.** Services provided by the Texas Veterans

Commission include Claims Representation and Counseling, Education, Employment, Women Veterans Program, Military Veteran Peer Network, and Veteran Entrepreneur Programs. More information about the programs can be found on the website, <http://www.tvc.texas.gov/Home.aspx>.

- **Duplication of Contracted Services**
Applicant organizations with contracts or agreements with the Texas Veterans Commission may be ineligible for Fund for Veterans' Assistance grant funding requested for Proposed Projects involving the same or similar services as those funded under the contract. Applicants are responsible for ensuring their submitted application discloses any such contract. The Proposed Project must be clearly and sufficiently differentiated in *Appendix I – The Application* from any contracted services.
- **Sub-Grants**
Sub-Granting is an award made by a Grantee to another organization or agency using FVA grant funds. This is prohibited under Texas Administrative Code, Title 40, Part 15, Section 460.10(2).
- **Capital Expenditures**
Capital expenditures are those expenditures of tangible personal property having a useful life of more than one year and an acquisition cost which equals **or** exceeds the lesser of the capitalization level established by the organization for financial statement purposes, or \$5,000. **Capital expenditures are prohibited.**

Vehicle purchase and capital leases are prohibited. "Use" leases or "operational" leases are allowable only when specifically authorized.

- The following are also prohibited costs for FVA Veterans Treatment Court Grants:
 - Criminal Defense Costs as defined in Texas Administrative Code, Title 40, Part 15, Section 460.8.
 - Cash or Cash Equivalents – per Texas Administrative Code, Title 40, Part 15, Section 460.10(3) distribution of cash or a cash equivalent to veterans and/or their families is prohibited. Cash equivalents can include gift cards and gas cards.
 - Scholarships – per Texas Administrative Code, Title 40, Part 15, Section 460.10(5) scholarships for education are prohibited.
 - Preparation of Grant Application costs – per this RFA, Section IX. Application Submission, costs associated with preparing and/or submission of an Application are the responsibility of the Applicant.
 - "Honoraria" – this is not an allowable cost. The term "fee" should be used in lieu of honorarium in accounting records and consulting agreements.
 - Food – FVA reserves the right to restrict a Grantee from expending any funds on food costs or to disallow food costs. FVA will determine if food costs have both a programmatic purpose and are reasonable and necessary for the successful performance of the Proposed Project.
 - Construction – per Texas Administrative Code, Title 40, Part 15, Section 460.10(4) acquisition or construction of facilities, except for grant funds awarded under the H4TXH program, is prohibited.

K. Grant Management Standards

All grants awarded by the Texas Veterans Commission must follow the applicable Uniform Grant Management Standards (UGMS) which can be found at www.governor.state.tx.us/files/state-

[grants/UGMS062004.doc](#) and the applicable federal grant guidelines published by the Office of Management and Budget (OMB). The OMB federal guidelines, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, can be found at: <http://www.ecfr.gov/cgi-bin/text-idx?SID=ad01a55d75da31a0dfce4a96512c1ff2&node=2:1.1.2.2.1&rgn=div5>. In the event of a conflict between UGMS and applicable federal law, the provisions of federal law apply.

V. Grant Application

Applicants are required to complete *Appendix I - The Application*. Each section description provides an explanation of the information required to complete *Appendix I - The Application*. *Appendix I - The Application* should be completed as instructed and using Microsoft Word. The font should be 11 pt. using 8 ½” x 11” paper. All pages are to be numbered and submitted in the same order as in *Appendix I - The Application*. The applicant organization must complete all requested information. **If there is a line that does not apply, write “NA” on that line. Do not leave blank lines.** Any additional information submitted that is not part of the requested Application Package may not be reviewed.

The information supplied by the Applicant in *Appendix I - The Application* will be used to evaluate and score all applications using *Appendix II – Evaluation Rubric*. Applicants are to provide sufficient detail to evaluate the Proposed Project. Please refer to *Appendix II - Evaluation Rubric* for additional information.

The following is additional information that pertains to the sections in *Appendix I - The Application*:

Applicant Information

All lines marked with an asterisk (*) are **required** to be filled out.

Legal Name of Organization. The organization’s legal name and/or assumed name must be used.

Texas Address. If the headquarters or main offices of an applicant organization are located outside of Texas, list the Texas-based office address that will be used for the project.

Employer Identification Number (EIN). This number is issued by the IRS. Additional information on the EIN and how-to obtain one can be found at: <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/How-to-Apply-for-an-EIN>. **Do not leave blank.**

DUNS number. Enter your organization’s Dun and Bradstreet, Data Universal Numbering System (DUNS) number. Additional information on obtaining a DUNS number can be found at: <https://iupdate.dnb.com/iUpdate/viewiUpdateHome.htm>. **Do not leave blank.**

Applicant Contact – Project Coordinator and Financial Coordinator. Provide the names, titles, phones, and emails for those organization employees who will be overseeing the grant project and overseeing the grant expenditures and finances. **These organization employees are considered Principal Participants.**

True and Correct Statement. The Authorized Signature block should be signed by the person who has the authority to enter into legal agreements for the organization. **Applications must be submitted by an authorized agent of the applicant organization.**

Part 1: Proposed Project Information

Proposed Project Name. Provide a name for the Proposed Project.

Amount Requested. Check the **one** box for the amount being requested as instructed.

New, Expansion, or Continuation. Check the one box that best describes the Proposed Project. For the purposes of this grant, please use the following criteria to determine the appropriate categorization.

- New Veterans Treatment Court program: Select this category if the Proposed Project is seeking to establish a new Veterans Treatment Court program.
- Expansion of services of currently-established Veterans Treatment Court program: Select this category if the Proposed Project is seeking to expand or increase services already provided by an established Veterans Treatment Court program.
- Maintaining services provided by a currently-established Veterans Treatment Court program: Select this category if the Proposed Project is seeking to maintain and continue providing services through an established Veterans Treatment Court program.

Geographic Service Area(s).

1. Check the one box that best describes the nature of the service area for the Proposed Project: Single County or Regional.
2. Check all counties, regardless of region, that the Proposed Project will serve.

Proposed Project Services

1. Briefly describe the Proposed Project. Be specific in your answer and include the Who, What, Where, and When of the Proposed Project.
2. Briefly describe how Beneficiaries will access and/or be provided with Project services by your organization. Be specific in your answer and include the How of the Project.

Need Identified

1. What is/are the community need(s) or existing service gap(s) that the Proposed Project will address? Be specific in your answer and sufficiently describe the need that your service area faces to include the Why of the Project.
2. How did you identify the community need(s) or problem(s)? Be specific in your answer and sufficiently describe any methods used to identify that the need described above in **Need Identified #1** is present in your service area (example: current client experiences, word of mouth, client surveys). Include references to data that may support that this need exists in your service area.
3. How will the Proposed Project address the identified need(s) or problem(s)? Be specific in your answer and sufficiently describe how the components of the Proposed Project as described above in **Proposed Project Services #1** will assist in attempting to resolve the need described above in **Need Identified #1**.
4. How is the Proposed Project unique from other similar services that may be available in your proposed service area? Be specific with details about what sets your Proposed Project apart.

Beneficiaries

1. As noted in Section IV. Program Guidelines, C. Eligibility of Beneficiaries, there are specific eligibility requirements for this grant program. Related to the information provided in **Need Identified** above, Applicants may elect to restrict Proposed Project services to particular groups to address needs by narrowing the eligibility of who can receive services through the Proposed Project. Provide a definition for each applicable category that will be eligible to receive services, listing any service restrictions of the Proposed Project. Be specific.
2. Describe any other restrictions on eligibility, if applicable (example: the Court serves only misdemeanor offenses, beneficiaries must live in a specific service area like a county or region).
3. Performance Measures

- a. *Estimated Number of Clients to be Served.* In the table provided, enter the estimated number of Veterans to be served by the Proposed Project. The information to be entered is a **number**. Do not enter a percentage and do not enter a range.
- b. *Additional Performance Measures and Estimated Volume of Services Provided to Clients.* First enter additional performance measures that align with and are related to the Proposed Project in the Performance Measure column. Then provide the estimated volume for the additional performance measure listed.
- c. *Goals and Anticipated Outcomes.*
 1. First enter goals that align with and are related to the Proposed Project in the Goals column. Then provide the anticipated outcome for the goal listed in the “Anticipated Outcomes” column.
 2. Describe how you will determine if anticipated outcomes are met. Examples may include using a client satisfaction survey, following up with clients 30-90 days after receiving services to determine statuses, and/or tracking pertinent client data.

Project Eligibility

1. Eligibility of beneficiaries to receive services must be verified and documented. List the **specific and/or government forms** your organization staff will use to verify eligibility of clients who can receive as you have defined it above in **Beneficiaries #1** and **#2**. If dependents and surviving spouses are listed as eligible beneficiaries, include how their eligibility will be verified.
2. Describe how the government forms and other eligibility document(s) will be retained (example: as listed in your organization’s retention policy) **and** maintained (example: in locked filing cabinet or electronically on your organization’s server).

Project Principal Participants

List the principal participants in the organization. Indicate which principal(s), if any, are Veterans. **Refer to the RFA Section III. Definitions of Key Terms for who is considered a Principal Participant.** Résumés are to be included for each Principal Participant and should describe applicable experience by position

- For each Principal Participant listed in the table, describe their role(s) and responsibilities that they will have as related to the Proposed Project.

Partnerships

List agencies and/or organizations that your organization partners with to assist in serving Beneficiaries as part of the Proposed Project. Do not list partner agencies that are not affiliated with the Proposed Project.

Marketing and Outreach

1. Indicate if your organization has an outreach and/or marketing plan to ensure your organization can reach and provide services to the Estimated Number of Clients to be served as listed in the table for **Beneficiaries #3**.
2. Sufficiently describe the outreach and/or marketing plan and how it will ensure your organization is able to provide services to the Estimated Number of Clients to be served as listed in the table for **Beneficiaries #3**.

Sustainability after the Grant

1. Indicate if your organization plans to continue the Proposed Project after the one-year FVA Grant Funding Period.
2. If the Proposed Project will continue, describe **how** it will continue. Be specific. Include in your answer what other funding will be available to your organization and what other organizations with

whom you may be partnering or working to carry on the work of the Proposed Project after June 30, 2018.

3. If your organization has received FVA funding in the past for the Proposed Project, describe why you are applying for a grant again.

Part II – Organization Background

Previous FVA Grant Awards

Enter information into the table as instructed. If an amendment was received and the end date of the grant was extended by the amendment, use the extended date as the End Date in this section. Include your final performance percentages for both Expenditures and Performance in the appropriate column. Enter the total amount of previous FVA grants directly below the table.

Other Grants and TVC Contracts

Enter information into the table as instructed. List all grants and TVC contracts received by your organization for the past 2 years. Provide a brief description of each contract including the goods or services provided under each contract. Do not include FVA grants in this section. Do not list in-kind donations – those should be listed in **Part III: Budget and Budget Narratives** for **L. Matching Funds**. If an audit was performed by a third-party CPA firm that included the grant listed, indicate "Yes" under Audit Performed. If more room is needed to list all grants, add lines or additional pages. Enter the total amount of other grants directly below the table.

Fiscal Management

1. Check the box next to the applicable accounting software. If your organization uses software that is not listed, enter the type used. **Do not leave any item unmarked.**
2. Check "YES" or "NO" for each question as instructed. **Do not answer "N/A"**.
3. Check "TRUE" or "FALSE" for each question as instructed. For F. enter the dollar amount at which your organization capitalizes equipment. **Do not answer "N/A"**.

Performance Reporting

1. Describe the type of tool to be used for data collection as instructed.
2. Enter a description of how the data will be consolidated to provide cumulative totals to be reported to the FVA to ensure that no one is double-counted.

Part III: Budget Table and Budget Narratives

All grants awarded by the Texas Veterans Commission must follow the applicable Uniform Grant Management Standards (UGMS) which can be found at www.governor.state.tx.us/files/state-grants/UGMS062004.doc and the applicable federal grant guidelines published by the Office of Management and Budget (OMB). The OMB federal guidelines, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, can be found at: <http://www.ecfr.gov/cgi-bin/text-idx?SID=ad01a55d75da31a0dfce4a96512c1ff2&node=2:1.1.2.2.1&rgn=div5>. In the event of a conflict between UGMS and applicable federal law, the provisions of federal law apply.

In addition to the above state and federal grant guidelines, this grant has additional restrictions regarding how grant dollars may be spent and these have been noted previously under **Section IV. Program Guidelines, J. Prohibited Uses of Funds**. Failure to follow these guidelines in developing budgets and project costs can result in unallowable costs.

Per the FVA Amendment Policy, Grantees may transfer up to 10 percent of the total award amount (up to 5 percent for awards less than \$100,000) among line items in the approved budget. Grantees are required to notify the Grant Officer of the transfer.

The budget is broken up into Direct and Indirect Costs. Within Direct Costs there are seven allowable sections. Indirect Costs has one section. Each section represents a Budget Category that will make up your Total Grant Amount Request. The total grant amount request must equal the Amount Requested checked in **Part I – Proposed Project**.

Complete each Table as applicable to your Proposed Project. Costs must be broken out in Tables to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the grant project. Costs will be reviewed for compliance with UGMS and federal grant guidance found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Following each table, a narrative description supporting and discussing each budget item must be entered, as well as a calculation demonstrating how the cost was determined. For example, if there is travel in the budget, the narrative must discuss travel and the appropriateness of travel to the project, and the narrative must include calculations to support how the cost was determined.

Direct Costs

Direct costs that appear indirect in nature need to be fully explained, supported, be reasonable, and treated in a consistent manner across your organization. The FVA may ask the applicant to re-classify costs as indirect if the support provided does not meet the above criterion.

A. Salaries and Wages

1. Complete the table as instructed. For each employee directly associated with the Proposed Project, enter the position title, employee's name, the percent of time to be allocated to this Project, and their annual salary. Do not include employees that are general administration such as accounting, personnel/human resources **IF** they are already included in indirect charges. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If the employee is a contract employee, list that position under Table F. Client Services.
2. Describe the roles and responsibilities of each position **and** how each of those roles is necessary to accomplishing the Proposed Project as instructed. Narrative must also include a calculation to demonstrate how the cost was determined.

B. Fringe Benefits

1. Complete the table as instructed. For each position listed in Table A enter the annual fringe benefits associated with that position.
2. Describe the costs covered in this category as instructed, including health insurance, leave time, social security, and any other applicable fringe benefits for each position listed in Table B **and** how each of those benefits are necessary to accomplishing the Proposed Project. Narrative must also include a calculation to demonstrate how the cost was determined.

C. Travel

1. Complete the table as instructed. Enter employee travel associated with this project in this table. This includes travel to and from conferences, training, and travel to provide client services.
 - a. Travel does not include international travel. Travel will follow all policies and procedures for travel established by the organization. All travel costs must be in compliance with 2

CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- b. As noted in the **Section XI. Grantee Training**, funds do not need to be budgeted for travel to Austin, TX for grantee training. This training will be done remotely via webinar or conference call, or in some instances, FVA staff may conduct onsite training visits at the Awarded Applicant's facility.
2. Describe each travel item included in the table including but not limited to what the travel is for, mileage rates, meal rates per day, conference registration fees, **and** why the travel is necessary to accomplish the Proposed Project. Narrative must also include a calculation to demonstrate how the cost was determined.

D. Capital Equipment

This line is not applicable to this FVA grant application and should be left blank. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the organization's level of capitalization or \$5,000. Per Section J. Prohibited Costs, capital expenditures are not allowed for this grant.

E. Supplies

1. Complete the table as instructed. This category includes normally consumable and general use items that do not reach the threshold for capital equipment.
2. Describe each supply item listed in the table **and** explain why each supply item is necessary to accomplish the Proposed Project. Narrative must also include a calculation to demonstrate how the cost was determined.
3. If this is a continuation request and your organization was previously awarded funding for the Proposed Project, note each item of supply listed in the Table above that was also requested as part of a previously funded application **and** explain why it is being requested again. Examples of such items of supply may include laptops, projectors, printers, phones.

F. Client Services

1. Complete the table as instructed. Client Services include any service being offered to the Beneficiaries of this Proposed Project. This may include, but is not limited to, participant support costs such as emergency financial assistance, transportation assistance, substance abuse monitoring services, and any **contract personnel** who will be providing services to Beneficiaries. An itemized break-out of each client service is required, extra lines may be inserted into this table.
2. Describe each client service listed in the table **and** explain why each cost is necessary to accomplish the Proposed Project. Include, if applicable, the maximum amount of assistance to be provided to clients. Narrative must also include a calculation to demonstrate how the cost was determined.

G. Construction

This line is not applicable to this FVA grant application and should be left blank. Construction of buildings is not allowed with this grant.

H. Other Direct Costs

1. Complete the table as instructed. Direct costs that appear indirect in nature need to be fully explained, supported, be reasonable and treated in a consistent manner across your organization. The FVA may ask the applicant to re-classify costs as indirect if the support provided does not meet the above criterion.
2. Describe each item of other direct costs listed in the table **and** explain why each cost is necessary to accomplish the Proposed Project. If costs are allocated be sure to include an

approximate percentage to be charged to this grant. Narrative must also include a calculation to demonstrate how the cost was determined.

I. Total Direct Charges

This line is a summation of all Direct Cost Tables A - H. These are direct charges, meaning that any costs in Tables A – H are directly attributable to this project.

Indirect Costs

- J.** Allowable Indirect Cost Recovery for FVA grants is limited to 10% of total direct costs for all applicants. Indirect charges are those items that are often considered “overhead,” and can be classified as those costs associated with accounting, human resources, and other administrative and facility-related costs.

Typical examples of indirect cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration, such as the salaries and expenses of executive officers, personnel administration, and accounting.

If your organization has a federally negotiated indirect cost agreement, that document must be submitted as part of the Application Package with enough detail so that staff is able to determine that direct and indirect costs are similarly treated.

If your organization does not have a federally negotiated indirect cost agreement, the flat 10% rate of total direct costs is allowable. Please keep in mind that direct and indirect costs must be treated in a similar manner as they are across your organization and may be reviewed for accuracy during monitor visits.

Please Note: Costs claimed as direct costs that appear indirect in nature or budgets claiming no indirect costs will be scrutinized for accuracy. Any such costs claimed as direct need to be fully explained, supported, be reasonable and treated in a consistent manner across your organization. The FVA may ask the applicant to re-classify costs as indirect if the support provided does not meet the above criterion.

For more information regarding direct and indirect costs, please see 2 CFR §200.412-414.

1. Enter the total Direct Costs in table J. to calculate the allowable Indirect Recovery.
2. If your organization is not submitting a federally negotiated indirect cost agreement, provide a basic line item description for each indirect cost (ex. Executive Director, IT, Facilities). No further explanation is required.

K. Budget Table

Enter all the total lines from Direct Costs Tables A – H and Indirect Cost Total Table J into the Budget Table. Each line in the budget table corresponds to a section of the budget and the sum of these lines is the total budget for the Proposed Project. The total of Table K MUST match the grant amount being requested in **Part I: Proposed Project Information, Amount Requested.**

L. Matching Funds

Describe what other funding sources and/or matching funds your organization will be using to support and accomplish the goals of the Proposed Project. This information helps to provide a complete picture of what resources will be used to accomplish the Proposed Project. Be specific in

your answer by including, for example, any other grants that may fund portions of the Proposed Project, in-kind donations, or volunteer time that assists in the delivery of Proposed Project services

VI. Application Review and Award Process

- Applications received will be reviewed for eligibility and deemed **Ineligible** if one or more of the following applies:
 - *Appendix I - The Application* is not complete.
 - The Application Package is missing required attachments or signatures.
 - If an audit completed in the past 2 years has material findings.
 - If the organization has an exclusion record listed on the General Services Administration (GSA) System for Award Management (SAM).
 - The Application Package is received after the deadline.

Please note: Applicant organizations with contracts or agreements with the Texas Veterans Commission may be ineligible for Fund for Veterans’ Assistance grant funding requested for Proposed Projects involving the same or similar services as those funded under the contract. Applicants are responsible for ensuring their submitted application discloses any such contract. The Proposed Project must be clearly and sufficiently differentiated in *Appendix I – The Application* from any contracted services.

This eligibility assessment is designed to be a proactive measure to prevent fraud, waste, and abuse and to alert the Commission to potential risks before an award is made.

- Each eligible application will be scored using *Appendix II – Evaluation Rubric*. The Rubric will review the following:

Areas for Evaluation	Weighted Percentage
<i>Application</i> Was the application well written and/or well organized?	10%
<i>Proposed Project</i> Is the Proposed Project reasonable, feasible, and able to be implemented?	35%
<i>Management</i> Does the organization have the capacity and experience to successfully accomplish the Proposed Project?	30%
<i>Budget</i> Is the budget reasonable, allowable, and necessary to accomplish the Proposed Project?	25%

All eligible applications will be given to the FVA Advisory Committee for their award recommendations.

The FVA Advisory Committee will meet in Austin, Texas on or about January 26, 2017 for a public presentation of the Proposed Projects by Applicants. Following that public presentation, the FVA Advisory Committee will meet in Austin, Texas in March 2017 to make the award recommendations. Additional information on this meeting will be available and shared at a later date. **The dates of these meetings are subject to change. Please check the FVA website for updated information.**

The funding recommendations made by the FVA Advisory Committee will be presented to the Commission in May 2017 for awarding approval of the FVA grants. Additional information on this meeting will be made available at a later date. **The exact date of this meeting has not been set. Please check the FVA website for updated information.**

If any part of the submitted application needs to be revised (for example, if the Grantee is awarded an amount other than that requested), the Awarded Applicant must submit a revised application. The Agency will provide instructions and guidelines for the submission of the revised application. .

After an application is submitted to the FVA and prior to the TVC Commission making the grant awards, the TVC and FVA staff will not be able to discuss application status with any organization.

Applicants shall be notified in writing of the Commission's decision regarding a grant award.

VII. Application Webinar and Questions

Potential applicants will have the opportunity to participate in an information session regarding the 2017-2018 Veterans Treatment Court Grant application to be held via webinar. The date of this webinar is to be determined. Information regarding the meeting and webinar will be available on the FVA website. **Please check the FVA website for updated information.**

The information session webinar will address any questions regarding the application or application process, but will not address a specific project or an organization's application.

All questions pertaining to this RFA must be submitted to grants@tvc.texas.gov with "2017-18 Veterans Treatment Court Grant Question" in the subject line of the email. Responses will be posted on the FVA website every Friday: <http://www.tvc.texas.gov/Apply-For-A-Grant.aspx>.

VIII. Application Package

A complete Application Package includes submission of original signature pages AND submission of the items below. Failure to complete all required forms OR to provide an authorized signature may negatively impact the application or result in ineligibility.

The Application Package includes the following items:

1. The Application Checklist
2. *Appendix I - The Application* (The True and Correct Statement of *Appendix I - The Application* MUST be signed and the signature MUST be original)
3. Résumés of the Principal Participants in the organization
4. List and terms of current governing body members (Board of Directors, Commissioners Court, City Council Members)
5. Current federal indirect negotiated cost plan, if applicable

IX. Application Submission

A. Application Deadline

The application period opens August 29, 2016 and will close November 3, 2016. Applications must be received by 5:00 p.m. at the TVC office in Austin, Texas on November 3, 2016 to be considered for funding. TVC office is located in the Stephen F. Austin Building, 1700 N. Congress Avenue, Suite 800. Applicant shall be solely responsible for ensuring their application is received by TVC prior to the deadline outlined in this RFA. **To meet the deadline, both paper and electronic applications must be received by 5:00 p.m. on November 3, 2016.**

Applications shall be considered to be "on time" if they are received on or before the established deadline date and time. Applicant shall be solely responsible for ensuring that Application is received by TVC prior to the deadline outlined in this RFA. TVC shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. TVC accepts no responsibility for delays in shipping or mailing. Failure to respond in a timely manner to this request shall result in Applicant losing the opportunity to receive a grant under this program. A late Application, regardless of circumstances, shall not be evaluated or considered for award.

FVA may make a clarification or additional documentation request of applicants after initial review of their submission. Any information requested by the FVA must be submitted within five (5) working days of FVA's request. If clarification information is not received or is incomplete, the application may not be considered for funding.

B. Application Format and Delivery Method

Two copies of the Application Package must be submitted: **one paper submission and one electronic submission.**

For the paper submission, use letter-size, 8 1/2" x 11" paper, font size 11 points. All pages should be single-sided, numbered and submitted in the order listed above. Do not use staples, rubber bands, folders, or any other binding. Use one binder clip for the entire Application Package. Faxed Applications will not be accepted. This applies to all required attachments, including financial documentation.

Applications may be sent via U.S. Mail to:

Texas Veterans Commission
Fund for Veterans' Assistance
2017-18 Veterans Treatment Court Grant
P.O. Box 12277
Austin, Texas 78711-2277

Applications may be delivered via overnight, hand delivery or courier service Monday through Friday, between the hours of 8 a.m. to 5 p.m. to:

Texas Veterans Commission
Fund for Veterans' Assistance
2017-18 Veterans Treatment Court Grant
Stephen F. Austin Building
1700 N. Congress Avenue, Suite 800
Austin, Texas 78701

For the electronic submission, the Application Package is to consist of two items:

1. *Appendix I – The Application* in Microsoft Word format, and
2. All other applicable items listed in **XIII. Application Package** in PDF format. Applicable attachments may be sent in multiple PDF files. Applicable attachments may be sent in multiple PDF files.

The electronic submission must have the words "2017-18 Veterans Treatment Court Grant" in the subject line and emailed to grants@tvc.texas.gov prior to the deadline.

It is the responsibility of the Applicant to ensure that the Application Package – both electronic and hard copy formats – has been received prior to the deadline. FVA staff will not provide confirmation of receipt unless requested.

All costs associated with the preparation and submission of an Application for this RFA is the responsibility of Applicant. These costs shall not be chargeable to TVC by any successful or unsuccessful Applicant.

X. Timeline for 2017-18 Veterans Treatment Court Grant Applications

The dates listed in this RFA are subject to change. Please check the FVA website for updated information.

August 29, 2016	2017-18 Veterans Treatment Court Grant opens with documents posted at www.tvc.texas.gov/Apply-For-A-Grant.aspx
TBD	Informational application webinar. Additional information will be posted on website. This date is subject to change. Please check the FVA website.
November 3, 2016	All applications must be received by 5:00 p.m., Austin, Texas.
January 26, 2017	All eligible organizations may present their application to the FVA Advisory Committee in Austin, Texas. Additional information will be posted on the website at a later date. This date is subject to change. Please check the FVA website.
March 2017	Funding Recommendation meeting. FVA Advisory Committee meets in Austin, Texas. Additional information will be posted on the website at a later date. This date is subject to change. Please check the FVA website.
May 2017	TVC Commission meeting. Austin, Texas. Additional information will be available at a later date. This date is subject to change. Please check the FVA website.
June 2017	Notice of Grant Awards to be sent to funded organizations.
July 1, 2017	Grant Funding Period begins.
July 2017	Mandatory grantee training. Additional information will be available at a later date.
June 30, 2018	Grant Funding Period ends.

XI. Grantee Training

Awarded Applicants will be required to participate in training. This training will be conducted remotely either via webinar or conference call, or in some instances FVA staff may conduct an onsite training visit at the Awarded Applicant's facility. Training costs related to FVA Grant training do not need to be included in the budget for the Proposed Project.

PROGRAM REQUIREMENTS

I. Grant Memorialized in Notice of Grant Award

Grant Awards will be memorialized through a Notice of Grant Award (“NOGA”) negotiated with those Grantees selected through the evaluation process to have been awarded grant funds by the Commission. Submission of an Application confers no rights of Applicant to an award or a subsequent NOGA, if there is one. The issuance of this RFA does not guarantee that a NOGA will ever be awarded. TVC reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the NOGA and/or the terms of Application submitted, extend the deadline for submission of Application, or withdraw the RFA entirely for any reason solely at TVC’s discretion, as consistent with the applicable OMB circulars. An individual Application may be rejected if it fails to meet any requirement of this RFA. TVC may seek clarification from Applicant at any time, and failure to respond within five (5) business days is cause for rejection of an Application.

Awarded Applicant 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.

Upon execution of a NOGA resulting from this RFA, the term "Applicant" shall have the same meaning as "Awarded Applicant" and “Grantee.”

II. Order of Precedence

In the event of conflicts or inconsistencies, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. Notice of Grant Award
- B. Request for Applications (incorporated by reference)
- C. *Appendix I – The Application* (most recent version that conforms to grant award is incorporated by reference)

III. Conflicting RFA Language

In the event that language contained in a particular Section of the RFA is found to be in conflict with language in another Section, the most stringent requirement(s) shall prevail.

IV. Notice

Any notice or written communication between the Agency and Awarded Applicant shall be considered delivered when delivered electronically or postmarked, except that such notice or written communications sent by certified mail, return receipt requested, or delivered in person to the authorized representative of the party designated in accordance with the NOGA shall be considered to be delivered when received.

V. Change of Principal Participants

Awarded Applicant, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the Grant Project. Awarded Applicant shall provide to TVC prior written notice of any proposed change in key personnel involved in accomplishing the Grant Project. No substitutions of key personnel will be made without the prior written consent of TVC. All requested substitutes must be submitted to TVC. The key personnel that will be assigned to work on the Grant Project are considered to be essential to the accomplishing the Grant Project.

After Application submission but prior to award, Applicant shall provide notice to the Agency in a similar manner of any changes in key personnel.

VI. Changes to Program

Awarded Applicant will promptly notify the Agency if any organizational changes occur such that information contained in its NOGA is no longer correct, or that would render the organization ineligible for an FVA grant award.

After Application submission but prior to award, Applicant shall notify the Agency of any organizational changes that have occurred that would render the organization ineligible for an FVA grant award.

VII. Option to Amend

Any changes, additions, or deletions to the NOGA or Approved Application must be executed through a grant amendment. A Grantee may request an amendment as outlined in the FVA Amendment Policy. Amendments may modify the approved budget, grant period, or scope of the Grant Project as described in the Approved Application. Each amendment request will be considered on a case-by-case basis.

Per the FVA Amendment Policy, Grantees may transfer up to 10 percent of the total award amount (up to 5 percent for awards less than \$100,000) among line items in the approved budget. Grantees are required to notify the Grant Officer of the transfer.

A Grantee may have no more than three (3) formal amendments 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.

None of the parties to the NOGA will be bound by any oral statements, agreements, or representations contrary to the written requirements and terms and conditions contained in the Request for Applications and NOGA.

VIII. Reporting Requirements

Awarded Applicants are required to submit monthly expenditure reports and quarterly performance reports. These reports will be in the form and contain the information specified by the Agency and will have the following deadlines.

Reporting Period	Monthly Expenditure Report Due	Quarterly Performance Report Due
7/1-7/31/2017	8/15/2017	
8/1-8/31/2017	9/15/2017	
9/1-9/30/2017	10/15/2017	10/15/2017
10/1-10/31/2017	11/15/2017	
11/1-11/30/2017	12/15/2017	
12/1-12/31/2017	1/15/2018	1/15/2018
1/1-1/31/2018	2/15/2018	
2/1-2/28/2018	3/15/2018	

3/1-3/31/2018	4/15/2018	4/15/2018
4/1-4/30/2018	5/15/2018	
5/1-5/31/2018	6/15/2018	
6/1-6/30/2018	7/15/2018	7/15/2018

A. Monthly Report

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

B. Quarterly Report

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

C. Closeout Report

The closeout report shall be submitted to FVA in the format designated by FVA, and is due no later than sixty (60) days after the end of the grant period. This report is in addition to the final monthly expenditure and final quarterly performance report.

D. Supporting Documentation

Accounting records, including expenditure reports, shall be supported by adequate source documentation as prescribed by the FVA. Supporting documentation for each reported cost shall demonstrate Cost Incurred and Proof of Payment. FVA will determine if supporting documentation is adequate. The Agency may deny or disallow unsupported expenses and may require that funds expended for unsupported expenses be returned.

E. Failure to Comply with Reporting Requirements

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.

IX. Accounting System

Awarded applicants shall have an accounting system that identifies cost in accordance with generally accepted accounting principles and Uniform Guidance. An awarded applicant’s accounting system must reflect accurate and organized records that identify the funding source and application of funds for state awards.

X. Texas Veterans Commission Recognition

Awarded Applicant shall include, where possible, the following information on the Awarded Applicant website and on all Grant Project-related materials, brochures, flyers, and forms:

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

“This program is supported 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.”

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. At the request of the Agency, Grantee will also provide media, including but not limited to photographs, logos, and social media participation.

XI. Release of Information by Awarded Applicant

Awarded Applicant shall notify and seek approval from Agency prior to releasing any information to the news media regarding the activities being conducted under the Notice of Grant Award resulting from this RFA. This is effective from the time of Commission award until the grant has been closed out.

XII. Inspections

Throughout the effective period of an NOGA resulting from this RFA, all work products shall be subject to inspection and testing by authorized TVC representatives. In order to comply with legally binding requirements of client confidentiality and attorney-client privilege, in regard to any record that has client-identifying or confidential information, Grantee may redact the identifying or confidential information.

XIII. Compliance Reviews

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 NOGA and these provisions. In order to comply with legally binding requirements of client confidentiality and attorney-client privilege, in regard to any record that has client-identifying or confidential information, Grantee may redact the identifying or confidential information.

XIV. Eligibility Determination

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. The Grantee must still document due diligence to determine veteran, dependent, or spousal status.

XV. Survey

The Agency will work with the Grantee to survey Beneficiaries' experience in receiving assistance and/or services as part of the Grant Project.

TERMS AND CONDITIONS

I. Conflict of Interest

Applicants must disclose any existing or potential conflicts of interest relative to the performance of the requirements of this RFA. Failure to disclose a conflict of interest may be cause for disqualification of an Application or termination of an Agreement resulting from this RFA. If, following a review of this information, it is determined by TVC that a conflict of interest exists, Applicants may be disqualified from further consideration.

II. Release of Application Information by TVC

Public Information Act. Awarded Applicant understands and acknowledges that as a Texas state agency, TVC is subject to the provisions of the Texas Public Information Act (“PIA”), Government Code, Chapter 552 as interpreted by judicial opinions and the opinion of the Attorney General of the state of Texas. Awarded Applicant will cooperate with TVC in the production of documents responsive to any such requests under the Public Information Act. TVC will make a determination whether to submit a Public Information Act request to the Attorney General.

All submitted Applications become the property of TVC after the RFA submission deadline date. Upon acceptance of the Notice of Grant Award, all information submitted with Applicant’s Application becomes public record and all information submitted with Awarded Applicant’s Application becomes part of the Notice of Award. Therefore, such information is subject to disclosure under the Texas Public Information Act, unless an exception under the Texas Public Information Act is applicable.

Any proprietary information included in Applicant’s Application shall be subject to disclosure unless such proprietary information was clearly identified by Applicant, and such identification was submitted concurrently with the original submission of the proprietary information. Additionally, Applicant shall state the specific reason(s) an exception from the Texas Public Information Act is being claimed concurrently with the original submission of the proprietary information. If Awarded Applicant fails to clearly identify proprietary information with the original submission of the proprietary information, then those Sections will be deemed non-proprietary and made available upon receipt of public information request after the Agreement is awarded. The production of any material under the Agreement shall not have the effect of violating or causing TVC to violate any law, including the Texas Public Information Act.

III. Assignment or Subcontracting

No rights, interest, or obligations in an Agreement resulting from this RFA shall be assigned, subcontracted, or delegated by Awarded Applicant without prior written permission of TVC Point of Contact. Any attempted assignment or delegation by Awarded Applicant shall be wholly void and totally ineffective for all purposes unless made in conformity with this Paragraph. No assignment or subcontract shall relieve Awarded Applicant of any responsibility under this RFA.

IV. Indemnification

To the extent allowed by law, Awarded Applicant agrees to indemnify, defend and hold harmless the State of Texas, TVC, as well as officers, agents, and employees of TVC from any liability, for any and all claims, demands, fees, suits or actions of any nature whatsoever, including but not limited to personal injury or illness, bodily injury (including death) and property damage occurring in connection with or in any way incident to or arising out of the use, service, operation or performance of work under the terms of the Agreement, except claims, demands, fees, suits or actions arising from any negligence by TVC, its officers, agents, employees, contractor, subcontractors or any negligence of a third party, its (their) officers, agents, employees, contractors, subcontractors. TVC shall give Awarded Applicant written notice of each such claim or suit and full right and opportunity to conduct Awarded Applicant's own defense thereof, together with full information

and all reasonable cooperation. Awarded Applicant shall coordinate its defense with the Texas Attorney General as requested by TVC.

Additionally, if Awarded Applicant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, Awarded Applicant shall indemnify, defend and hold harmless, to the extent allowed by law, the State of Texas, TVC, as well as officers, agents, and employees of TVC, from any liability, for any and all claims, demands, fees, suits or actions of any nature whatsoever, from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify (to the extent allowed by law) the State of Texas, TVC, as well as officers, agents, and employees of TVC, from any cost, expense, royalty or damage which the State of Texas, TVC, as well as officers, agents, and employees of TVC may be obligated to pay by reason of any infringement at any time during the performance of or after completion of the work. Awarded Applicant represents and warrants that it has determined what licenses, patents, and permits are required under the Agreement and has lawfully acquired all such licenses, patents, and permits.

Notwithstanding any indemnification clause, TVC shall have full authority to conduct its own defense, negotiations, and settlements, but Awarded Applicant's indemnification (to the extent allowed by law) nevertheless remains in full force and effect. Any settlement shall only be reimbursable by Awarded Applicant if Awarded Applicant approves such settlement in advance, and any liability upon unsuccessful defense shall only be reimbursable by Awarded Applicant if Awarded Applicant has full opportunity to participate equally in the defense of the action.

V. Severability and Strict Performance

The invalidity, illegality, or unenforceability of any provisions of the NOGA shall in no way affect the validity, legality, or enforceability of any other provisions.

Each and every right granted to TVC and Awarded Applicant hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by TVC or Awarded Applicant at any time to require strict performance of any provision or obligation contained herein shall not constitute a waiver or diminish the rights of either party thereafter to demand strict compliance. Neither TVC's review, approval, nor acceptance of program components, nor payment under this Agreement, shall be construed to operate as a waiver of any rights under the Agreement, or of any cause of action arising out of the performance required by the Agreement.

VI. Audit and Access to Records

A. Pursuant to Texas Government Code 2262.003, Awarded Applicant acknowledges that acceptance of funds under the Agreement acts as acceptance of the authority of (1) the Texas State Auditor's Office, or any successor agency, (2) the Texas State Auditor's Office or any successor agency, under the direction of the Texas Legislative Audit Committee, (3) TVC's Internal Auditor, and (4) any external auditors selected by TVC or any auditors selected by the United States, (Collectively referred to as "Audit Entities") to conduct an audit or investigation in connection with those funds. Awarded Applicant further agrees to cooperate fully with Audit Entities in the conduct of the audit or investigation, including providing all records requested. Awarded Applicant shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Awarded Applicant and the requirement to cooperate is included in any subcontract Awarded Applicant awards.

B. Awarded Applicant shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Awarded Applicant in connection with the Project. These records and accounts (which includes all receipts of expenses incurred by Awarded Applicant)

shall be retained by Awarded Applicant and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by TVC and by others authorized by law or regulation to do so for a period of not less than three (3) years from the date of completion of the Grant Project or the date of the receipt by TVC of Awarded Applicant's final claim for payment or final expenditure report or until a resolution of all billing questions in connection with the Agreement, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Awarded Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Grant Project carried out under the Agreement. Awarded Applicant and any subcontractors shall provide any Audit Entities with any information the entity deems relevant to any monitoring, investigation, evaluation, or audit.

- C. TVC reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by Awarded Applicant on work performed under the Agreement. Awarded Applicant shall reimburse TVC within 30 calendar days of receipt of notice from TVC of overpayment. Awarded Applicant's failure to comply with this "Audit and Access to Records" section shall constitute a material breach of the Agreement.

VII. Applicable Law and Venue

The Agreement and any incorporated documents shall be governed by and construed in accordance with the laws of the State of Texas. The exclusive venue of any suit brought concerning the Agreement and any incorporated documents is fixed in any court of competent jurisdiction in Travis County, Texas, and all payments under the Agreement shall be due and payable in Travis County, Texas.

VIII. Applicant Responsibilities/Compliance with Laws

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Agreement, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by TVC, Applicant shall furnish TVC with satisfactory proof of its compliance.

IX. Dispute Resolution

The dispute resolution process provided for in Texas Government Code, Chapter 2260 shall be used by TVC and Awarded Applicant ("Respondent") to resolve any dispute arising under the NOGA. The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Respondent under the NOGA. If the Respondent's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Respondent shall submit written notice, as required by Chapter 2260, to the Deputy Comptroller or his or her designee. The notice shall also be given to the individual identified in the NOGA for receipt of notices. Compliance by the Respondent with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is the Respondent's sole and exclusive process for seeking a remedy for an alleged breach of contract by TVC if the Parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the NOGA by TVC nor any other conduct of any representative of TVC relating to the NOGA shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under the NOGA, TVC and the Respondent shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by TVC and the Respondent within fifteen (15) days after written notice by one them demanding mediation under this Section. The Respondent shall pay all costs of the mediation unless TVC, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, TVC and the Respondent may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that TVC and the Respondent shall, in good faith, utilize mediation or another non-binding dispute resolution process before pursuing litigation. TVC's participation in, or the results of, any mediation or other non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by TVC of (1) any rights, privileges, defenses, remedies or immunities available to TVC as an agency of the State of Texas or otherwise available to the TVC; (2) TVC's termination rights; or (3) other termination provisions or expiration dates of the NOGA.

Notwithstanding any other provision of the NOGA to the contrary, unless otherwise requested or approved in writing by TVC, the Respondent shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, the Respondent may suspend performance during the pendency of such claim or dispute if the Respondent has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

X. Force Majeure

Neither Awarded Applicant nor Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in any NOGA resulting from this RFA caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

XI. Non-Appropriation of Funds

The NOGA may be terminated if funds allocated to TVC should become reduced, depleted, or unavailable during the grant period, and to the extent that TVC is unable to obtain additional funds for such purposes. TVC shall negotiate efforts as first consideration and if such efforts fail, then TVC shall immediately provide written notification to the Awarded Applicant of such fact and the NOGA shall be deemed terminated upon receipt of the notification, and neither party shall have any further rights or obligations hereunder. Awarded Applicant shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as reasonably practicable. TVC shall be liable for allowable costs incurred up to the time of such termination. Under no circumstances shall this RFA or any provisions herein be construed to extend the duties, responsibilities, obligations, or liabilities of the State of Texas or TVC beyond the then existing biennium.

XII. Termination and Enforcement

Awards may be terminated in whole or in part only if one of the following applies:

- A.** By the awarding agency if a recipient materially fails to comply with the terms and conditions of the award;

- B.** By the awarding agency with the consent of the recipient in which case the two parties shall agree on the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated;
- C.** By the recipient upon sending to the awarding agency written notification setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If the awarding agency determines in the case of partial termination that the reduced or modified grant will not accomplish the purposes for which the grant was made, it may terminate the grant in its entirety.

PROVISIONS AND ASSURANCES

I. Terrorism

TVC is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing Applicants with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Applicant is not so prohibited from entering into this NOGA. Moreover, Applicant further certifies that the responding entity 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 Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant 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/>)

II. Certification Concerning Hurricane Relief

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFA may be terminated and payment withheld if this certification is inaccurate.

III. Buy Texas

In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Awarded Applicant shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

IV. Certification Concerning Family Code/Child Support Arrears

Under Family Code § 231.006, relating to child support obligations, A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to: (1) receive payments from state funds under a contract to provide property, materials, or services; or (2) receive a state-funded grant or loan. Applicant and any other individual or business entity named in this RFA are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

V. Maintain Tax-Exempt Status

Awarded Applicant 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.