



Texas Juvenile Justice Department  
**State Aid and Targeted Grants Contract  
and General Grant Requirements**

This is an agreement between the State of Texas, represented by and through the Texas Juvenile Justice Department, hereinafter called "TJJD," and the juvenile board of «DEPARTMENT» County/Judicial District, hereinafter called "Grantee" for the period of September 1, 2023, through August 31, 2025 ("Contract Period"). In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TJJD and Grantee agree as follows:

**I. PURPOSE, SCOPE, AND STRUCTURE OF CONTRACT.**

- 1.1 **Purpose and Scope of Contract.** The purpose of the State Aid and Targeted Grants Contract and General Grant Requirements ("Contract") is to delineate the duties and responsibilities of both TJJD and Grantee regarding the distribution, receipt, administration, and expenditure of State Aid and Targeted Grant funding under the applicable grants referenced herein.
- 1.2 **Contract Structure.** The Contract sets forth the basic requirements, duties, and responsibilities of TJJD and Grantee. It is supplemented by the documents attached hereto and incorporated by reference in Section II. The General Grant Requirements for the Distribution and Expenditure of State Aid and Targeted Grants (the "General Grant Requirements"), attached hereto as Exhibit A, contain provisions that apply to all State Aid Grants and Targeted Grants awarded or distributed to Grantee under this Contract. Additionally, each Targeted Grant (identified by letter, e.g. "Grant B") outlines requirements for the administration of that particular grant and is also hereby incorporated by reference. The Contract and all documents incorporated herein, should, to the extent there is no conflict, be read and interpreted as a single document. Grantee shall be bound by the duties, responsibilities, and requirements of each part of this Contract. If a provision contained in the General Grant Requirements conflicts with a provision in a Targeted Grant, the Targeted Grant provision controls.

**II. INCORPORATED DOCUMENTS.**

2.1. **Incorporated Documents.** The following documents attached hereto and incorporated herein:

2.1.1. **Exhibits.**

2.1.1.1. Exhibit A. *General Grant Requirements for the Distribution and Expenditure of State Aid and Targeted Grants*

2.1.1.2. Exhibit B. *Juvenile Board Resolution*

2.1.2. **Appendices.**

2.1.2.1. Appendix I. *General Principles for Determining Allowable Costs*

2.1.2.2. Appendix II. *Uniform Assurances by Local Governments*

2.2. **Documents Incorporated by Reference.** The following documents, or portions of documents, are incorporated by reference into this Contract.

2.2.1. **Requests for Proposal.** Requests for proposal are TJJD Requests for Proposal (RFPs) and/or Requests for Application (RFAs) that solicit applications in connection with any grant offered by TJJD.

- 2.2.2. **TJJD Grants Portal (FLUXX).** FLUXX is a web-based software application used to facilitate the online application, performance reporting, management, and expenditure reporting of the Contract and of all grants administered by TJJD. Grantee shall use FLUXX as directed by TJJD to complete fiscal processes associated with this Contract, such as the online submission of the budget application, grant plans, and program expenditure reports. Grantee shall submit a *TJJD Grants Portal User Authorization Form* in the format specified by TJJD in order to gain secure access to the FLUXX system. TJJD shall establish the minimum system requirements necessary for Grantee to access the online application.
- 2.2.3. **37 Texas Administrative Code Chapters 341-359.** 37 Texas Administrative Code Chapters 341-359 set forth the standards of compliance expected from Grantee and used by TJJD to monitor and inspect for compliance. Unless precluded by law, the standards shall control if a conflict exists with the provisions of this Contract, the General Grant Requirements, the Targeted Grant requirements, or other documents incorporated into this Contract.
- 2.2.4. **Targeted Grants.** The terms and conditions of all Targeted Grants entered into by Grantee throughout the duration of this Contract.
- 2.2.5. **Texas Grant Management Standards.** Although TJJD has attempted to highlight the most relevant rules and guidelines through this Contract, Grantee must abide by the Texas Grant Management Standards (TxGMS), adopted pursuant to the Uniform Grant and Contract Management Act of 1981, Chapter 783, Texas Government Code.
- 2.2.6. **State Assurances.** By accepting the terms and conditions of this grant, Grantee certifies that Grantee complies with the required assurances listed in Appendix II.

III. **DEFINITIONS.** The following words and terms, when used in this Contract, shall have the following meanings unless the context clearly indicates otherwise.

- 3.1. **Authorized Designee.** Any person, entity, state agency, or federal agency to whom or to which authority has been contractually or statutorily delegated to act in cooperation or consultation with TJJD regarding any program or service provided under any grant.
- 3.2. **Caseload.** The juveniles for whom a certified juvenile probation officer is authorized under TJJD's standards to provide probation supervision and services.
- 3.3. **Commitment Diversion Eligible Population.** Juveniles who have been formally referred to and disposed by the probation department or court and who are being supervised on deferred prosecution or court-ordered probation.
- 3.4. **Community-Based Program.** An array of rehabilitation services for juveniles and their families provided in local communities, including, but not limited to, Youth Services and Residential Services, transition programs, and aftercare services.
- 3.5. **Compliance Monitoring, Enforcement, and Tracking System (COMETS).** An automated internal system developed by TJJD that consists of an extensive database to track compliance requirements, instances of non-compliance, monitoring reports, citations, corrective actions, and sanctions imposed by TJJD.
- 3.6. **Directed Grants.** A grant that TJJD is directed by the Texas Legislature to provide to specific juvenile probation departments or for specific purposes.
- 3.7. **Discretionary State Aid (DSA).** A grant created to comply with Human Resources Code (HRC) Section 223.001(c). DSA supports residential and community programs and services that are operated by one or more juvenile probation departments, that have a clearly defined specialized target population based on risk and needs, that use research-based practices, and that have well-defined recidivism reduction goals.

- 3.6.1 **Community Project.** Juvenile probation department or regional programs and services provided in a non-residential setting that are evidence-based and meant to improve a juvenile probation department's ability to serve juveniles locally, improve outcomes, and decrease the likelihood of out-of-home placement or commitment to TJJD.
- 3.6.2 **Prevention and Intervention Services.** Prevention and intervention programs and services are intended to prevent or intervene in at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system.
- 3.6.3 **Regional Diversion Alternatives.** Individual juvenile placements, programs, and services intended to divert appropriate juveniles from commitment to TJJD.
- 3.6.4 **Residential Project.** Juvenile probation department program or service that is either created or enhanced, provided in an out-of-home placement, evidence-based, and meant to improve a region's ability to serve juveniles locally, improve outcomes, and decrease the likelihood of commitment to TJJD.
- 3.6.5 **Detention Project.** This program provides targeted grants to support public safety through appropriate detention of youth in the juvenile probation system.
- 3.8. **Equipment.** An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals the lesser of the capitalization level established by Grantee for financial statement purposes or five thousand dollars (\$5,000).
- 3.9. **External Contract.** A contract that is established between Grantee and a private entity for the purpose of defining the terms under which the private entity will provide administrative or juvenile services or other goods or services for Grantee.
- 3.10. **Fiscal Officer.** A county or district auditor or treasurer or their designee, provided the designee is a qualified accountant or bookkeeper who is not an employee of Grantee.
- 3.11. **Formal Referral.** A formal referral occurs when all three of the following conditions exist:
  - 3.10.1. delinquent conduct, conduct indicating a need for supervision, or violation of probation was allegedly committed;
  - 3.10.2. the juvenile court served by the juvenile probation department has jurisdiction; and
  - 3.10.3. the officer or official designated by Grantee has either:
    - a. made face-to-face contact with the juvenile and the alleged conduct has been presented as the reason for this contact; or
    - b. been given written or verbal authorization to detain the juvenile.
- 3.11. **Inter-County Transfer Officer.** The person designated by the Chief Administrative Officer to act as the contact for all matters involving the transfer of juvenile probation supervision between counties.
- 3.12. **Inter-County Contract.** A contract that is established between two or more counties as authorized by Chapter 771, Government Code, for the purpose of defining terms under which one county will provide administrative or juvenile services or other goods or services for the other county or counties that are parties to the contract.
- 3.13. **Juvenile Justice Program.** A program or department that:
  - 3.13.1. serves juveniles under juvenile court or juvenile board jurisdiction; and

3.13.2. is operated solely or partly by the governing board, by a juvenile board, or by a private vendor under a contract with the governing board or juvenile board. The term includes:

- a. juvenile justice alternative education programs;
- b. non-residential programs that serve juvenile offenders under the jurisdiction of the juvenile court or the juvenile board;
- c. juvenile probation departments.

3.14. **Juvenile Probation Services.** Juvenile Probation Services are:

- 3.14.1. services provided by or under the direction of a juvenile probation officer in response to an order issued by a juvenile court and under the court's direction, including: protective services; prevention of delinquent conduct and conduct indicating a need for supervision; diversion; foster care; counseling; supervision; and diagnostic, correctional, and educational services;
- 3.14.2. services provided by a juvenile probation department that are related to the operation of a pre-adjudication or secure or non-secure post-adjudication correctional facility or other residential placement facility; and
- 3.14.3. pre-adjudication services, including intake services, pre-court monitoring, deferred prosecution, and other services authorized by the juvenile board for juveniles under its jurisdiction prior to appearance before a court or prior to disposition.

3.15. **Licensed Mental Health Professional (LMHP).** A LMHP is able to perform the functions of an MHP, but an MHP may not be qualified to perform the functions of an LMHP.

3.16. **Mental Health Professional (MHP).** An individual who is designated to provide mental health case management and related services for which licensure is not required.

3.17. **Mental Health Services and Programs.** All services necessary to treat, care for, supervise, and rehabilitate juveniles with mental health needs, including:

- 3.17.1. **Mental Health Screening, Assessment, and Evaluation.** The process of identifying juveniles as having a mental health diagnosis or mental health need, including conducting psychological and psychiatric evaluations. Mental health diagnoses must be made by appropriately trained and licensed mental health providers.
- 3.17.2. **Behavior Interventions.** Treatment Interventions for juveniles with mental health diagnoses or sexual behavior treatment needs that are designed to increase socially-adaptive behaviors and to decrease maladaptive behaviors. Substance abuse treatment is not in and of itself considered a behavior intervention under this definition, even though it may be provided as secondary treatment to mental health or sexual behavior treatment.
- 3.17.3. **Mental Health Programs.** Mental health case management, including, but not limited to, counseling (individual, family, and group), skills training, wrap-around services, and placement for the purposes of addressing identified mental health needs.
- 3.17.4. **Medications.** Psychotropic medications and medications associated with treating a diagnosed mental health condition.

3.18. **Mental Health Need.** The identification and establishment of a mental health need is consistent with the Department of State Health Services Children's Mental Health Services Criteria. This includes juveniles who have a diagnosis of mental illness (according to the most recent version of the Diagnostic and Statistical Manual) and juveniles who exhibit serious emotional, behavioral, or mental disorders and who: (1) have a serious functional impairment; (2) are

at risk of disruption of a preferred living or child care environment due to psychiatric symptoms; or (3) are enrolled in a school system's special education program because of serious emotional disturbance. The definition does not include juveniles with a single diagnosis of substance abuse, Intellectual Developmental Disorder, or Autism Spectrum Disorder.

- 3.19. **Non-Compliance Citation Report (NCCR).** A report creating a written record of Grantee's non-compliance with a Contract requirement, which includes requirements of those documents incorporated by reference. Results of a non-compliance report for purposes of this grant contract are detailed in Section 7.5.1. of this document. Non-compliance reports for Title 37 Texas Administrative Code requirements may have different results, which are not within the scope of this document.
- 3.20. **Outcome Measure.** Expected program outcomes that ensure the program's goal statement is being fulfilled. They are the measures identified by TJJD that will be used to determine grant performance.
- 3.21. **Output Measures.** Measurable components of the program's activities that are tracked to ensure the program is being implemented with fidelity. Examples include, but are not limited to: number of juveniles served, attendance rates, number of activity sessions, and duration of activity sessions.
- 3.22. **Post-Adjudication Residential Placement Facility.** A post-adjudication secure correctional facility, a post-adjudication non-secure correctional facility, a residential child-care facility, an out-of-state residential placement facility, or any other government-licensed or registered residential placement facility in which a child is ordered placed by the juvenile court as part of a disposition to probation.
- 3.23. **Probation Program.** An array of planned or coordinated activities for juveniles and their families, including, but not limited to, residential programs, community-based programs, transition programs, and aftercare programs that have a curriculum or follow a strategy or plan while addressing a specific purpose or goal and have a measurable objective and outcome.
- 3.24. **Progressive Sanctions Model.** A set of recommended graduated dispositional guidelines defined in Chapter 59, Texas Family Code. The progressive sanctions model provides uniform and consistent standards in juvenile case dispositions, taking into account the seriousness of conduct, history of delinquent conduct, previous interventions, special treatment/training needs, and special circumstances of the juvenile.
- 3.25. **Project Director.** The individual designated by the juvenile board or chief administrative officer who is to be responsible for the administration and coordination of grant funds in accordance with this Contract, the general grant requirements, and applicable Targeted Grant requirements.
- 3.26. **Recidivism.** Reflects the re-offense recidivism rate within a set period of time from a juvenile's last exit from a post-adjudication residential placement facility. A juvenile may be represented in multiple fiscal years, but only once within a fiscal year. A juvenile is considered a Re-Offense recidivist if the juvenile was arrested or referred for a subsequent Class B misdemeanor offense or an offense of higher severity within one year of their placement date out. Steps are taken to ensure the alleged offense date also occurred after the placement exit date to represent a true recidivism event.
- 3.27. **Recommendation.** The course of action or option that the probation officer and department recommend or present to the juvenile court as the most appropriate dispositional option for a juvenile offender that, in the professional judgment of the probation officer, is in the best interest of the juvenile and society.
- 3.28. **Research-Driven Practices.** Methodologies, dosages, and techniques that have been shown through research studies to have a positive impact on recidivism.
- 3.29. **Residential Child-Care Facility.** A facility licensed or approved by the Texas Department of Family and Protective Services to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility for the entirety of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers. The term includes child-care

institutions, child-placing agencies, foster group homes, foster homes, agency foster group homes, and agency foster homes.

- 3.30. **Residential Placement Cost.** The cost per day for a juvenile placement in a pre-adjudication secure detention facility, a short-term secure detention facility (i.e., holdover), a post-adjudication secure correctional facility, a non-secure correctional facility, a residential child-care facility, or an out-of-state facility that allows for the residential placement of children and is licensed, certified, or otherwise regulated by a governmental entity in the state where the facility is located.
- 3.31. **Service Provider.** A public or private vendor that is funded in whole or in part using grant funds and obligated under the terms of a contract with Grantee to provide goods and/or services for the operation, management, or administration of juvenile probation services or juvenile justice programs.
- 3.32. **Staff Services.** Staff services are defined to include only:
- 3.32.1. salaries and fringe benefits for staff employed by the juvenile probation department under the direction of Grantee;
  - 3.32.2. travel reimbursement for juvenile probation department staff for the provision of juvenile probation services; and
  - 3.32.3. juvenile justice program operating expenses (e.g., postage, telephone, office supplies, printing, and other costs) directly related to juvenile probation services and administration.
- 3.33. **State Aid Grants.** State Aid Grants are available to all juvenile probation departments. Funding allocation is determined based on an approved formula for both years of the biennium. Component areas differ by eligible/target population and programmatic focus but are grouped together to allow maximum flexibility in application of funds between grants.
- 3.34. **Targeted Grants.** Targeted Grants are offered on the basis of specific eligibility criteria. Targeted Grants differ by population and focus and are designed to target funding to specific areas, with no shifting of funds between grants.
- 3.35. **Target Population for Mental Health Services.** Juveniles under the jurisdiction of Grantee who need a mental health assessment and those juveniles identified through assessment as needing mental health treatment services, programs, and/or placement for the purpose of addressing identified mental health needs.
- 3.36. **Target Population for Project.** A specific population for which the program was designed. It is the population for each program as defined in the grant application.
- 3.37. **Title IV-E Foster Care Reimbursement Program (Title IV-E Program).** The program established through an interagency agreement between TJJD and DFPS to allow juvenile boards to recoup federal funds for providing services to eligible children and costs related to administering the Title IV-E Program. The funds to be distributed under the terms of the agreement originate with the United States Department of Health and Human Services (DHHS) as the federal department administering the Catalog of Federal Domestic Assistance (CFDA) #93.658.
- 3.38. **Trauma Responsive.** An organization's structure is infused with, and its staff are trained in and consistently demonstrate, the best practices to support a youth who has experienced trauma.
- 3.39. **Treatment Hours.** The number of hours of direct clinical/treatment services provided to a juvenile under the jurisdiction of the juvenile court or juvenile board. Treatment hours may only be counted when services are provided by a licensed mental health professional (LMHP) or mental health professional (MHP).
- 3.40. **Youth Services.** A one-time event that provides help, assistance, or support to meet a juvenile's immediate needs (e.g., clothing, educational testing, medical or dental care) while the juvenile is in placement or in the community.

#### IV. OBLIGATIONS AND RESPONSIBILITIES OF TJJD.

- 4.1. **Monthly Payments.** TJJD shall make grant payments for the following grants during the term of this Contract in eleven (11) monthly installments during each state fiscal year. The first payment to Grantee will be 16.7 percent of the total grant amount, and each of the remaining 10 payments shall be 8.33 percent of the total, subject to 4.2., below. Prior to the beginning of the first year of the biennium, TJJD shall provide written notice of any subsequent allocation amounts that may be available to Grantee. TJJD shall disburse any additional funds awarded under the programs shown below in monthly installments with amounts based on the number of installments remaining in the year.
- 4.2. **Reimbursement Payments.** TJJD shall, to the extent funds are available, reimburse Grantee for eligible claims presented for payment if TJJD determines the requirements for reimbursement have been met. Claims under this Contract may only be made for the period this Contract is in effect. Reimbursement programs include the following:
- 4.2.1. **Title IV-E Federal Foster Care Reimbursement Program.** TJJD shall reimburse Grantee the maximum federal dollar share for the following: foster care maintenance for eligible juvenile probation children, foster care candidates, and direct and enhanced administrative costs. Upon review and approval of supporting documentation, TJJD shall reimburse Grantee as requests for reimbursement are presented for payment, provided there is sufficient Title IV-E grant award authority against which to process presented claims and provided said funds are being reimbursed to TJJD by the Texas Department of Family and Protective Services (DFPS) via the interagency agreement. To be eligible for reimbursement, all costs must be reasonable, allowable, and properly allocated for support of the foster care program and Grantee must comply with all requirements contained in "Title IV-E Federal Foster Care Program Requirements." Claims for foster care maintenance or administrative costs are not eligible for reimbursement if the basis of the claim has funding from any other federal source.
- 4.2.2. **Juvenile Justice Alternative Education Program - Mandatory (JJAEP Reimbursement Program).** Grantees eligible for reimbursements under JJAEP Reimbursement Program shall receive a share of the initial distribution. The distribution will be based on each Grantee's share of the total juvenile population for each school year for the current Contract Period. Additional funds will be distributed at a rate not to exceed the limit provided in the current General Appropriations Act per eligible student attendance day for students to whom mandatory expulsion under Chapter 37, Texas Education Code, applies and who also meet the Targeted Grant requirements. Grantee is ineligible to receive the additional funds until the initial amount allocated is matched per eligible student attendance day. Payments to Grantee shall be limited to no more than one hundred eighty (180) days of operation during each regular school year for the current Contract Period. Depending on available funds, Grantee may be eligible to receive payments for up to thirty-five (35) days of operation during each summer for the current Contract Period.
- 4.2.3. **Regional Diversion Alternatives (RDA).** In accordance with the specific grant requirements, TJJD shall reimburse Grantee under RDA for approved Individual Diversion Plan expenses up to one hundred percent (100%) of the maximum allowable budget of the approved plan. Upon review and approval of documentation, TJJD shall reimburse Grantee as requests for reimbursement are presented for payment. Expenditures for a specific program or service in an approved Individual Diversion Plan that exceed the cost identified in the Plan are not reimbursable except as approved by an amendment to the Plan. All costs must be reasonable, allowable, and properly allocated to the provision of programs and services identified in the approved Individual Diversion Plan.
- 4.2.4. **Detention Reimbursement Program (DRA or DET).** In accordance with specific grant requirements, TJJD shall reimburse Grantee under DRA for approved detention expenses up to \$120 per day of the eligible time period. Upon review and approval of documentation, TJJD shall reimburse Grantee as requests for reimbursement are presented for payment.

## **V. GENERAL DUTIES AND RESPONSIBILITIES OF GRANTEE.**

- 5.1. **Process to Receive Grant Funds.** In order to be eligible to receive grant funds, Grantee shall: (1) submit a budget to TJJD; (2) receive approval from TJJD for the budget submitted; and (3) submit a fully executed Contract to TJJD.

- 5.2 **Confirmation of Need for Final Two Disbursements.** Grantee shall, in a manner specified by TJJD, confirm its need for the full or lesser amount of the final two disbursements of each fiscal year.
- 5.3 **Active Juvenile Officer Certification.** The individual juvenile officer and the employing or contracting Grantee shall ensure that all officers maintain their certifications as required under all relevant chapters of Title 37, Texas Administrative Code.
- 5.4 **Compliance Systems.** Grantee shall implement and use the required compliance systems and adhere to the policies, procedures, and requirements relating to COMETS, if applicable. Grantee shall use COMETS to respond to any citation of noncompliance.
- 5.5 **Notice of Suit.** If Grantee and/or its employees, contractors, or service providers are named as a party in a civil lawsuit or criminal proceeding that relates to the operation of a juvenile justice program, pre-adjudication secure juvenile detention facility, short-term secure detention facility (i.e., holdover), post-adjudication secure correctional facility, non-secure correctional facility, or any other facility operated by or under the authority of Grantee, Grantee shall notify TJJD within 5 calendar days of receiving notice of the lawsuit or criminal proceeding.
- 5.6 **Privatization of Juvenile Probation Services, Juvenile Justice Programs, and Facilities.** Before Grantee enters into any contract or subcontract with any public or private person or entity for the provision of administration or programmatic services in juvenile justice programs and facilities, Grantee shall ensure that the qualifications of the contractor or subcontractor are adequate to ensure the contractor or subcontractor will perform and meet the terms of this Contract and the provisions contained herein in their entirety as well as all applicable standards and laws. All contracts or subcontracts entered into by Grantee shall be in writing and shall be subject to all applicable requirements contained in this Contract and applicable law and regulation. Grantee shall be solely responsible to TJJD for the performance of any contractor or subcontractor under this Contract.
- 5.7 **Health and Safety of Juveniles.** Grantee shall provide juvenile probation programs and services to juveniles under the jurisdiction of the juvenile court(s) within Grantee's jurisdiction and shall ensure all programs, services, and facilities provide adequate health and safety protections, procedures, and policies for all juveniles being served. TJJD may issue a Non-Compliance Citation Report (NCCR), cease or suspend funding, or impose any other sanctions available under this Contract, administrative rules, or other applicable laws for failure to protect the health and safety of juveniles.
- 5.8 **Facility Registration and Staffing Requirements.** Grantee shall not place a juvenile in a short-term detention facility, a pre-adjudication secure detention facility, a post-adjudication secure correctional facility, or a non-secure correctional facility unless that facility is registered with TJJD and all staff members have the appropriate certifications for their positions, as outlined in relevant chapters of 37 Texas Administrative Code.

## **VI. ACCOUNTING, REPORTING, AUDITING REQUIREMENTS, AND FINANCIAL ASSURANCE REQUIREMENTS FOR GRANT FUNDS.**

- 6.1. Grantee shall follow the accounting, reporting, auditing, and financial assurance requirements contained in this Contract. Grantee shall maintain supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable TJJD and State of Texas requirements, including, but not limited to, Texas Grant Management Standards set by the Texas Comptroller.
- 6.2. Pursuant to Section 2262.154, Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. Grantee's acceptance of funds under this Contract acts as acceptance of the authority of the state auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall include a clause concerning the authority of the state auditor to audit funds and the requirement to cooperate in any subcontract it awards.

## **VII. GENERAL PROVISIONS, SANCTIONS, AND PENALTIES.**

- 7.1. **Term.** This Contract shall be in force from September 1, 2023, through August 31, 2025, and, depending on the availability of funding, may be renewed for subsequent 2-year terms (biennia) thereafter upon mutual, written agreement of the parties.
- 7.2. **Funding Availability.** This Contract is at all times subject to state appropriations. TJJD makes no express or implied representation or guarantee of continued or future funding under this Contract. TJJD has, as of the date of the execution of this Contract, obtained all requisite approvals and authority to enter into and perform its obligations under this Contract, including, without limitation, the obligation to make the initial payment or payments required to be made under this Contract on the date or dates upon which such initial payment or payments may otherwise be disbursed during the current Contract Period. Grantee acknowledges TJJD's authority to make such payments is contingent upon the Texas Legislature's appropriation to TJJD of sufficient funds and the availability of funds to TJJD for such purpose. If the State of Texas or the federal government terminates its appropriation through TJJD or fails to pay the full amount of the allocation for the operation of any grant or reimbursement program hereunder or the funds are otherwise unavailable, TJJD may immediately and without penalty reduce payments or terminate this Contract in whole or in part. Upon termination of the Contract or reduction of payments, Grantee shall return to TJJD any unexpended funds already disbursed to Grantee. Neither TJJD nor the State of Texas shall incur liability for damages or any loss that may be caused or associated with such termination or reduction of payments. TJJD is not required to give prior notice for termination or reduction of payments.
- 7.3. **Entire Agreement.** This Contract and all documents incorporated herein by reference constitute the complete and final agreement between TJJD and Grantee. Any other oral or written agreements between the parties concerning the subject matter of this agreement have no force or effect after the effective date of this Contract.
- 7.4. **Notice.** Except as expressly provided herein, any notice required or permitted to be given under this Contract shall be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

**GRANTEE**

CHIEF ADMINISTRATIVE OFFICER

<<Address>>

<<City, State, Zip>>

**TEXAS JUVENILE JUSTICE DEPARTMENT**

Mailing Address:

P.O. Box 12757

Austin, Texas 78711

Attention: State Aid and Targeted Grants Contract Administrator

The notice shall be effective on the date of delivery.

**7.5. Sanctions and Penalties.**

- 7.5.1. **Issuance of Non-Compliance Citation Reports.** If Grantee fails to provide requested information in the specified timeframe and format, cooperate with allowable monitoring activities, or use grant resources and operate grant programs in accordance with the terms and conditions of this Contract, TJJD may issue a Non-Compliance Citation Report. This will result in notification to Grantee's juvenile board of the non-compliance, requires a formal plan of correction be submitted to TJJD to correct the non-compliance, and may result in withholding of payment.
- 7.5.2. **Withholding of Payments.** Notwithstanding anything to the contrary herein, Grantee acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, if Grantee fails to comply with any federal or state law, administrative rule, or regulation applicable to the services provided herein or if Grantee fails to perform its duties and responsibilities in accordance with the terms and conditions of this Contract, including the standards incorporated by reference.

- 7.5.3. **Withholding of Future Payments.** If Grantee fails to reimburse TJJD for discovered unallowable expenditures, TJJD may withhold payments under any grant until the amount used on the unallowable expenditures have been completely reimbursed.
- 7.5.4. **Withholding Notice.** Prior to withholding payment, TJJD shall provide to the Chief Administrative Officer, Juvenile Board Chairperson, and Fiscal Officer reasonable notice of the intent to withhold payment and the date(s) of intended withholding.
- 7.5.4.1. Upon request by Grantee, a meeting may be held with the Deputy Executive Director of Probation, Reentry, and Community Services to discuss the reasons for the intent to withhold funds.
- 7.5.4.2. The juvenile board is offered two levels of appeal regarding decisions to withhold funds. The first level of appeal is to the TJJD Executive Director. The second level of appeal is to the Texas Juvenile Justice Board. The administrative determination rendered by the Board is final.
- 7.5.5. **Ineligibility for Future Grants.** Grantee may become ineligible for future grants of any kind from TJJD under the following circumstances:
- 7.5.5.1. grantee or its staff, employees, designees, or contractors intentionally or knowingly falsify any documents, reports, or records related to grant funds received under this Contract or intentionally or knowingly give to any TJJD employee or designee false statements related to the expenditure of grant funds, provision of juvenile probation services, or administration of juvenile justice programs; or
- 7.5.5.2. grantee or its staff, employees, designees, or contractors intentionally or knowingly violate any provision of this Contract.
- 7.5.6. **Debarment, Suspension, or Ineligibility.** By execution of this Contract, Grantee certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency from participation in this Contract or any grant authorized hereunder.
- 7.6. **Termination.** Either party may terminate this Contract, or any portion thereof, including any grant awarded to Grantee, in accordance with the provisions in this section.
- 7.6.1. **Termination for Cause.** TJJD may terminate this Contract, or any portion thereof, as a result of Grantee's failure to comply with any covenant, assurance, term, or condition of this Contract, including those of the documents incorporated herein by reference. Termination under this provision may occur no sooner than the 15<sup>th</sup> day after Grantee's receipt of Notice of Intent to Terminate. Justifications for termination for cause by TJJD include, without limitation, the following:
- 7.6.1.1. Grantee knowingly and intentionally: submits falsified or fraudulent documents or reports; makes false representations, certifications, or assurances relating to this Contract; causes or acquiesces in any person to submit falsified or fraudulent documents or reports or to make false representations, certifications, or assurances relating to this Contract; or fails to submit required reports; and
- 7.6.1.2. Grantee intentionally, willfully, or negligently discharges its duties under this Contract, TJJD administrative rules, or other law and such results in the life, health, welfare, or safety of any individual served by or under the authority of Grantee being endangered or possibly endangered, either directly or indirectly.
- 7.6.2. **Termination without Cause.** Either party may terminate this Contract without cause by providing the other party with written notice at least 60 calendar days prior to the termination date.

- 7.6.3. **Termination by Mutual Agreement.** TJJD and Grantee may mutually agree to terminate this Contract, or any portion thereof, at any time upon written agreement signed by both parties.
- 7.7. **Hold Harmless.** Grantee shall be solely responsible for the safety and welfare of the juveniles participating in any program or service funded through the grants received by Grantee under this Contract. Grantee shall, to the extent allowed under the Texas Constitution and the laws of this state, indemnify, defend, and hold harmless the State of Texas, TJJD, and TJJD's board members, employees, and designees from any claim, loss, legal proceeding, and liability that results from the operation of any program funded in whole or in part with funds received under this Contract.
- 7.8. **Governing Law.** This Contract is being executed and delivered in the State of Texas. This Contract is intended to be performed in the State of Texas. The laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Contract. Prior to seeking judicial review, Grantee shall exhaust all administrative remedies, including, but not limited to, those described in Section 7.9 below. Venue for any legal action arising from this Contract shall be in Travis County, Texas.
- 7.9. **Administrative Remedies.** Grantee agrees that any dispute, controversy, or claim arising out of or relating to unallowable expenditures under this Contract, whether during or after its term, shall be submitted for an administrative review before the Texas Juvenile Justice Board (Board). To initiate the process, Grantee shall submit a written notice, in accordance with terms set forth herein, to TJJD's Executive Director or designee and all members of the Board. Said notice shall specifically request a Board review and state the nature of the dispute, controversy, or claim. Grantee shall also provide a copy of the notice to all members of Grantee's governing board. Neither the execution nor the performance of this Contract by TJJD shall be construed to be a waiver of sovereign immunity to suit.
- 7.10. **Authority to Bind TJJD.** This Contract is not binding upon TJJD unless and until it has been executed by TJJD's Board, TJJD's Executive Director, or an authorized designee.
- 7.11. **Grantee's Authority.** The person or persons executing this Contract on behalf of Grantee represent and guarantee that each has been fully authorized by Grantee to execute the Contract on behalf of Grantee and to validly and legally bind Grantee to all the terms and provisions contained in this Contract. Evidence of this authority to contract is attached to this Contract as the *Juvenile Board Resolution*, Exhibit B, which shall be adopted in compliance with the Texas Open Meetings Act as codified in Texas Government Code Chapter 551.
- 7.12. **Assignability.** No assignment of this Contract or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.
- 7.13. **Amendments.** To be valid and effective, any amendment to this Contract must be in writing, signed by TJJD and Grantee, and expressly made a part of this Contract.
- 7.14. **Applicable Law, Policy, and Procedure.** Grantee shall comply with all applicable state and federal laws, regulations, standards, policies, and procedures as they currently exist or as amended or renumbered and enacted and effective during the term of the Contract.

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## **Exhibit A**

### **General Grant Requirements for the Distribution and Expenditure of State Aid and Targeted Grants**

#### **I. GRANT DESCRIPTION.**

State Aid Grants provided to local juvenile boards support the following programs and services: provision of basic juvenile probation services, community programs, pre- and post-adjudication secure and non-secure correctional facilities, commitment diversion, and mental health. State Aid Grants also assist the juvenile board in adhering to TJJD's standards and policies. This grant shall fund juvenile justice, staff, and youth services for juveniles at risk of commitment to TJJD. These General Grant Requirements, incorporated into the State Aid and Targeted Grants Contract (the "Contract") as Exhibit A, apply to the distribution and expenditure of State Aid Grant funds and Targeted Grant funds except that, if a requirement in a Targeted Grant conflicts with these General Grant Requirements, the Targeted Grant requirement controls.

#### **II. GENERAL GRANT DEFINITIONS.**

Definitions included in the Contract apply to these General Grant Requirements.

#### **III. PROGRAM PERFORMANCE MEASURES.**

A. **Goal.** The goals of TJJD's grants are to:

1. reduce delinquency, increase juvenile accountability, divert juveniles from TJJD, and rehabilitate juveniles through a comprehensive, coordinated, community-based juvenile probation system; and
2. expand and enhance the services available to and provided for juveniles served by juvenile probation departments.

B. **Program Objective.** The objectives of TJJD's grants are to:

1. provide, develop, and support community-based juvenile probation services and programs and ensure the delivery of safe and effective juvenile probation programs and services that adhere to TJJD's standards and policies while maximizing juvenile outcomes;
2. increase the availability of mental health screenings, assessments, and evaluations for juveniles referred to and under the supervision of juvenile probation departments and the provision of services, programs, and placements to juveniles with identified mental health needs; and
3. increase the availability of community-based programs and post-adjudication residential placement facilities in an effort to divert appropriate juveniles from commitment to TJJD while maintaining community safety.

C. **Program Performance Measures.** Grantee performance shall be determined using the following measures for each fiscal year of the grant period:

1. number of formal referrals;
2. average daily population of juveniles under deferred prosecution and probation supervision;
3. number of placements in post-adjudication residential placement facilities;
4. percentage of juveniles under deferred prosecution and probation supervision participating in a community-based program;

5. number of juveniles committed to TJJD;
6. number of juveniles certified as adults;
7. percentage of TJJD-eligible juveniles committed to TJJD;
8. one-, two-, and three-year re-referral/re-arrest and incarceration recidivism rates for juveniles beginning supervision, beginning a program, and leaving a post-adjudication residential placement facility;
9. number of juveniles provided mental health services;
10. number of mental health assessments or psychological evaluations completed;
11. number of mental health treatment hours provided;
12. number of juveniles served by State Aid Grant Commitment Diversion funding;
13. percent of juveniles served completing Commitment Diversion programs or placements;
14. number of juveniles served by State Aid Grant Commitment Diversion funding committed to TJJD; and
15. one-, two-, and three-year recidivism rates for all juveniles served by State Aid Grant Commitment Diversion funding in programs and post-adjudication residential placement facilities.

D. **Compliance with Performance Measures.** Grantee shall adhere to the minimum performance measures established by TJJD based on Grantee's historic performance of services. Grantee shall report, in the format specified by TJJD, on Grantee's success in meeting the performance targets. This provision applies to grants for services other than basic probation services. If TJJD determines, in its sole discretion, that Grantee has failed to meet performance measures, TJJD may reduce or eliminate Grantee's future funding allocations.

#### IV. PROGRAMMATIC COMPONENTS.

- A. **Requests for Information.** Grantee shall fully and promptly comply with all reporting requirements and requests for information issued by TJJD or its authorized designee. Grantee shall provide such information in the format requested by TJJD. Grantee shall ensure that its staff, interns, volunteers, and subcontractors comply in a timely and complete manner with all TJJD's requests for information. Grantee shall comply in a timely manner with requests by TJJD or its authorized designee for financial information, records, and documents related to evaluating costs of programs and services provided by Grantee's juvenile probation department. Grantee shall timely submit any files or records of Grantee's juvenile probation department, or any facility or program operated by or under the authority of Grantee, requested by TJJD or its authorized designee as a part of the monitoring, auditing, or investigatory process.
1. **Agency Proceedings and Investigations.** Grantee shall require all employees, interns, volunteers, subcontractors, and private vendors to cooperate with and to testify in any administrative or judicial proceeding or hearing regarding any matter TJJD considers necessary for the investigation of abuse, neglect, or exploitation allegations; complaints; financial and programmatic audits; or any other matter under TJJD's authority. Compliance with this provision does not constitute a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
  2. **Agency Subpoena Power.** Grantee shall comply with the provisions of Human Resources Code Section 203.008 or other applicable law that authorizes TJJD to issue subpoenas, receive evidence, and gather information TJJD deems necessary for the investigation of abuse, neglect, or exploitation allegations; complaints; financial and programmatic audits of juvenile probation programs, services, and facilities; or any other matter under its authority.

- B. **Compliance with Agency Administrative Law.** Grantee shall comply with TJJD's administrative rules contained in Title 37 Texas Administrative Code that apply to Grantee, the juvenile probation departments, and any juvenile justice programs, juvenile probation services, and facilities operated or provided by or under the authority of Grantee.
- C. **Departmental Policies and Procedures.** Grantee shall promulgate and enforce the following departmental policies and procedures:
1. **Procurement Procedures.** Grantee shall follow its own written procurement procedures, which must reflect applicable laws and regulations, provided the procurements and procedures conform to the standards identified in the Texas Grant Management Standards.
  2. **Employee Timekeeping Documentation.** Grantee shall require all employees, interns, volunteers, subcontractors, and private vendors paid in whole or in part with state funds to maintain and make available to TJJD documentation of the performance of juvenile probation services, completion of a standard 40-hour work week or a pro-rated alternate work schedule, and all documented leave. Grantee shall ensure that accurate timesheets and attendance records are maintained by the chief administrative officer. Grantee shall make all employee salary documentation and timesheets available for review by TJJD during on-site monitoring visits or upon request.
  3. **Employee Daily Travel Activity Documentation.** Grantee shall require all travel expenses paid in whole or in part with state funds to be accurately documented daily by the individual traveling. Grantee shall document, at a minimum, the date, destination, times, mileage or odometer readings, and related travel activities.
- D. **Diversion Programs and Services.** Grantee shall use grant funds to provide probation programs and juvenile probation, staff, and youth services designed to provide diversionary alternatives for juveniles at risk of commitment to TJJD, including, but not limited to, intensive supervision probation, residential placement, family preservation services, parenting skills services, and mental health services.
- E. **Target Population.** Grantee shall ensure that diversion programs and services provided under this grant are designed to serve juveniles who are at risk of commitment to TJJD. Any child under the supervision of a juvenile probation department, regardless of level of misconduct, is considered at risk of commitment.
- F. **Department Commitment Goals.** By executing the State Aid and Targeted Grants Contract, Grantee agrees to assist TJJD in achieving the statewide goal of limiting the number of juveniles recommended for commitment to TJJD. In order to limit the number of staff recommendations for TJJD commitment, Grantee shall develop programmatic alternatives for juveniles at immediate risk of commitment to TJJD. Grantee shall require its juvenile probation department staff to explore and recommend dispositional alternatives, when appropriate and consistent with a validated risk and needs assessment, before making a recommendation for commitment to TJJD.
- G. **Ideal Commitment Criteria.** Grantee shall ensure that its juvenile probation department's recommendations of commitment to TJJD adhere to the ideal commitment criteria in every case unless mitigating or extenuating circumstances are present and documented. The ideal commitment criteria are:
1. defined as any commitment recommended by and consistent with the Progressive Sanctions Guidelines as found in Chapter 59 of the Texas Family Code; and
  2. in accordance with a special commitment finding for indeterminate commitments as set out in Section 54.04013, Family Code.
- H. **Mental Health Services.** Grantee will receive allocated state aid funding to secure Mental Health Services and Programs for juveniles under Grantee's supervision. Services may include screening, assessment, diagnosis, evaluation, or treatment of juveniles with mental health needs. Mental Health Services funds may only be used to provide services to juveniles meeting the mental health need definition. TJJD's provision of State Aid Grant Mental Health Services funds shall not be understood to limit the use of other state and local funds for mental health services. State Aid Grant Mental Health Services funds may be used for all mental health services and programs as defined herein; however, these funds may not be used to supplant local funds or for unallowable expenditures.

Juveniles served by State Aid Grant Mental Health Services funds must meet the definition of Target Population for Mental Health Services provided in the Contract.

- I. **Commitment Diversion Initiatives.** Grantee will receive allocated state aid funding to provide Commitment Diversion programs and services. With these funds, Grantee shall provide juvenile probation programs and juvenile probation, staff, and youth services as follows:
  1. Eligibility. Only juveniles meeting the definition of Commitment Diversion Eligible Population may be served by State Aid Grant Commitment Diversion funds.
  2. Documentation. Grantee shall maintain documentation for all community-based programs and post-adjudication residential facility placements associated with the program and shall make this documentation available to TJJD for review during on-site monitoring visits or upon request. Documentation shall include:
    - a. date, time, and duration of program/placement;
    - b. location of program;
    - c. purposes and goals of program; and
    - d. number of participants.
  3. Grantee shall establish written policies and procedures governing all State Aid Commitment Diversion programs and services that Grantee provides.

## V. PROGRAMMATIC REPORTING.

### A. Annual Reports.

1. The *Annual Resource Report* shall be submitted on or before the designated due date of each year of the grant period in an electronic format as specified by TJJD.
2. The *Juvenile Facility Registration Application* shall be submitted, in the electronic format specified by TJJD, by February 1 of each year of the grant period. The form shall also be submitted prior to Grantee opening a new facility or contracting with a new entity to operate a facility. This form shall be submitted for each pre-adjudication secure detention facility, short-term secure detention facility (i.e., holdover), post-adjudication secure correctional facility, and non-secure correctional facility that is operated by or under contract with Grantee.
3. Grantee shall designate and update key personnel through the Juvenile Probation Directory on TJJD's website. Notification of changes during the fiscal year regarding the Chief Administrative Officer, Fiscal Officer, Juvenile Board Chair, and Facility Administrator shall be submitted on official department or juvenile board letterhead. A copy of the approved juvenile board minutes announcing the appointments will also be accepted. These documents shall be submitted to TJJD's Staff Services Officer within ten (10) calendar days from the effective date of the change.
4. The Grantee shall designate a Project Director for each grant received. One person may not serve as Chief Administrative Officer and Fiscal Officer at the same time, and one person may not serve as a Project Director and Fiscal Officer at the same time. One person may serve as the Chief Administrative Officer and Project Director simultaneously.
5. Grantee shall comply with any annual reporting requirements contained in Targeted Grants awarded to Grantee.

### B. Quarterly Reports.

1. No later than January 15, March 31, June 30, and September 30 of each year, Grantee shall submit, electronically in a format specified by TJJD, an accounting of all state grant funds expended each quarter.

2. Grantee shall comply with any quarterly reporting requirements contained in Targeted Grants awarded to Grantee.

**C. Monthly Reports.**

1. Grantee shall comply with any monthly reporting requirements contained in Targeted Grants awarded to Grantee.

**D. Other Periodic Reports.**

1. Grantee shall use COMETS to respond to TJJD with required corrective action responses, within the mandated timeframe specified by the COMETS system, to the following types of citations of non-compliance:
  - a. findings of non-compliance with standards and grant requirements issued in monitoring-visit performance reports, whether or not a Non-Compliance Citation Report (NCCR) is issued; and
  - b. any NCCR issued by TJJD.
2. Grantee shall notify TJJD of any change affecting Grantee's official registry information, including administration, baseline services, programs, rated capacity, and any other data submitted in the *Juvenile Facility Registration Application* regarding any pre-adjudication secure detention facility, short-term secure detention facility (i.e., holdover), post-adjudication secure correctional facility, or non-secure correctional facility operated by or under the authority of Grantee. Grantee shall ensure that any private vendor that operates a facility under the authority of Grantee shall be contractually obligated to notify TJJD of any changes in official registry information. Grantee shall provide notice of changes in writing to TJJD no later than 10 calendar days after the effective date of the change.
3. Grantee shall notify TJJD immediately in writing of any change affecting Grantee's composition, structure, function, or identity, such as a name change, governing board membership changes, or personnel changes affecting services funded through these grants.
4. Grantee shall enter each program it administers, or for which it contracts, into TJJD's web-based Program Registry. Grantee shall notify TJJD of any change affecting Grantee's official registry information, including, but not limited to, administration, program type, and program components.
5. Grantee shall provide all other periodic reports requested by TJJD or contained in Targeted Grants awarded to Grantee.

**VI. PROGRAMMATIC MONITORING.**

- A. **On-Site Monitoring Visits.** Grantee is subject to programmatic monitoring scheduled at TJJD's discretion. Scheduled on-site visits are announced and confirmed in writing at least 15 calendar days in advance of the visit whenever possible. Scheduled on-site visits are conducted during the program's regular operating hours. The visit may include: a review of policies, procedures, and records; interviews with staff, juveniles, and other personnel; and a tour of the program or facility. The length of the visit depends on the size of the program or facility as well as the size of TJJD's monitoring team. Each visit will conclude with an exit conference with appropriate staff and the presentation of findings in the Performance Rating Profile Report.
- B. **Unannounced On-Site Monitoring Visits.** TJJD may conduct unannounced on-site visits in addition to its scheduled on-site visits. Unannounced on-site visits may be made without any advance notification and may occur at any time. Unannounced on-site visits may be conducted at random or for cause. TJJD may determine cause exists by assessing alleged standards non-compliance, as a means to monitor program improvement plans (PIPs), or due to a request for intervention from other state or local government entities or the public. Unannounced on-site visits may also be conducted in conjunction with TJJD's formal abuse, neglect, and exploitation investigations. The length and scope of an unannounced on-site visit shall be dependent on the circumstances that led to the visit. An NCCR may be issued for any verified non-compliance in an unannounced on-site visit.

- C. **Desk Monitoring.** TJJD may monitor compliance with standard or grant requirements by a desk monitoring, which includes review of select records and program documentation. Grantee shall make available to TJJD any written policies and procedures, juvenile and staff records, juvenile board documentation, and other applicable documents. The review of written documentation and materials may be supplemented by phone interviews with select staff and/or juveniles. Findings may result in a performance rating profile report, technical assistance, and/or an NCCR. Grantee shall ensure its agents comply with all requests for information during the course of a desk audit by TJJD or its authorized designee.

VII. **APPLICABLE LAW, POLICY, AND PROCEDURE.** Grantee shall comply with all applicable state laws, federal laws, regulations, standards, policies, and procedures as they currently exist or as amended or renumbered and enacted and effective during the term of the Contract.

VIII. **FINANCIAL COMPONENTS.**

A. **Budget and Expenditure Structure.**

1. Grant funds shall be expended for juvenile justice programs to provide probation programs and juvenile probation, staff, and youth services within the three budget categories of Staff Services, Inter-County Contracts, and External Contracts as allowed herein and consistent with Appendix I and Texas Grant Management Standards (TxGMS).
2. Unless restricted to certain allowable expenditures by the particular grant program from which funds were received, any funds received pursuant to a grant must be spent in the following categories, as defined in the grant: juvenile probation services, staff services, and youth services.
3. Grant funds may be expended to provide probation programs and juvenile probation, staff, and youth services for juveniles and family members of juveniles under the Grantee's jurisdiction. Grant funds may also be expended for juveniles to continue receiving services from the juvenile justice program for the period of up to six months after discharge from probation, as allowed by Section 142.007, Human Resources Code.

B. **Allowable Expenditures of Funds.**

1. Expenditures that benefit both adult and juvenile probation departments shall be pro-rated on an equitable basis. The determination of the method of pro-rating such expenditures must be supported by documentation. Only the portion of expenditures attributed to juvenile probation departments are allowable expenditures under this Contract.
2. Grant funds used to reimburse a county that provides fiscal services to another county or multiple counties shall be limited to reasonable compensation for services actually provided. Payment shall not exceed five percent (5%) of the funding allocation and shall be made to the county providing fiscal services rather than to an individual.
3. **Gifts or Awards for Employees.** Gifts or awards of recognition (i.e., plaques, gift certificates, or meals) to employees, not to exceed fifty dollars (\$50) per employee per fiscal year, are allowable.
4. **Food and Transportation.** Food and transportation for a juvenile under supervision are allowable under the Youth Services category.
  - a. Food and transportation for the parents of a juvenile under supervision are unallowable.
  - b. Food provided for meetings (i.e., juvenile board meetings, trainings, or regional meetings) are unallowable.
5. **Mental Health Services.** Allowable expenditures for State Aid Mental Health Services funds include:
  - a. mental health screening, assessment, and evaluation to identify juveniles with a mental illness or need for mental health treatment, including psychological and psychiatric evaluations;

- b. costs of mental health services that meet the definition set out in the Contract;
  - c. salary of a mental health provider or contracted services of a mental health provider;
  - d. salary of a Juvenile Probation Officer who carries a caseload of juveniles who meet the target population and are receiving another type of mental health service; and
  - e. psychotropic medications and medications associated with treating a diagnosed mental health condition.
6. **Minor items.** Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all cost objectives.
7. **Prevention and Intervention Services.** Prevention and intervention services intended to prevent or intervene in at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system are allowable.
8. **Psychological, Psychiatric, and Medical Evaluation Costs.** Psychological, psychiatric, and medical evaluations for juveniles under the jurisdiction of the juvenile court are allowable under the youth services category. Psychological, psychiatric, and medical evaluations for the parents or other members of the family of the juvenile under supervision are unallowable.
9. **Residential Placement Costs.** Residential Placement Costs are allowable subject to the following requirements:
- a. **Pre-Adjudication Secure Detention Facilities.** Grant funds may be used to pay for all or part of the costs of the placement of a juvenile into any public or private pre-adjudication secure detention facility in the state of Texas, provided that the facility has been certified and registered in accordance with Texas Family Code Section 51.12. This includes a short-term secure detention facility (i.e., holdover).
  - b. **Post-Adjudication Secure Correctional Facilities.** Grant funds may be used to pay for all or part of the costs of the placement of a juvenile into any public or private post-adjudication secure correctional facility, provided that the facility has been certified and registered in accordance with Texas Family Code Section 51.125.
  - c. **Non-Secure Correctional Facilities.** Grant funds may be used to pay for all or part of the costs of the placement of a juvenile into any public or private non-secure correctional facility, provided that the facility has been certified and registered in accordance with Texas Family Code Section 51.126.
  - d. **Residential Child-Care Facility.** Grant funds may be used to pay for all or part of the costs of placement of a juvenile into a residential child-care facility in this state that is licensed by the Texas Department of Family and Protective Services or other regulatory authority if said facility is required to possess such a license. Grant funds may be used to pay for all or part of the costs of a placement of a juvenile into a residential child-care facility if the facility is accredited in accordance with the provisions of Chapter 42, Subchapter E of the Human Resources Code regarding Accreditation of Child-Care Facilities and Child-Placing Agencies.
  - e. **Out-of-State Residential Placement Facility.** Grant funds may be used to pay for all or part of the costs of placement of a juvenile into an out-of-state residential placement facility that is licensed, regulated, or certified by a governmental entity in the state where the facility is located.
10. **Out-of-State Travel.** Costs for travel outside Texas for the purpose of visiting a juvenile in placement or providing another youth service are allowable. Costs for travel outside of Texas or the United States for training are unallowable unless a special request through the TJJD Grants Portal has been submitted by Grantee and prior written approval of the trip and projected costs for such travel has been granted by TJJD.
11. **Weapons and Firearms.** The purchase of weapons, including firearms, and training on the use of those weapons, such as firearms proficiency training, is allowable only for the benefit of eligible juvenile probation

officers who have met the requirements established under TJJD's administrative rules and other applicable law. Otherwise, the purchase of a weapon, firearm, ammunition, related supplies, or related training is unallowable.

**C. Unallowable Expenditures of Funds.**

1. Grant funds shall not be expended for unallowable items detailed herein or in Appendix I or Texas Grant Management Standards.
2. Grant funds shall not be expended for salaries or expenses of juvenile board members.
3. **Gifts or Awards for Juveniles.** Gifts or awards for juveniles are unallowable.
4. **Investment Counsel and Management Costs.** The costs of an investment counsel, staff, and similar expenses incurred to enhance income from investments are unallowable.
5. **Lobbying.** Costs of travel for the purpose of lobbying and associated activities are unallowable.
6. **Services in Foreign Country.** The purchase of services to be provided in a foreign country is unallowable.
7. **Weapons and Firearms.** The purchase of weapons, including firearms, and training on the use of those weapons, such as firearms proficiency training, is allowable only for the benefit of eligible juvenile probation officers who have met the requirements established under TJJD's administrative rules and other applicable law. Otherwise, the purchase of a weapon, firearm, ammunition, related supplies, or training is unallowable.

**D. Financial Match Requirements.** See also Targeted Grant Requirements.

1. **Certification of Local Expenditures for Matching Requirements.** Grantee shall submit the *Certification of Local Expenditures Report* certifying Grantee's local juvenile justice expenditures in the previous fiscal year were equal to or greater than those made in fiscal year 2022, excluding construction and capital outlay expenses. The local juvenile justice expenditures entered in the TJJD Grants Portal system shall be certified electronically via TJJD Grants Portal system.
2. **Waiver of Financial Match Requirements.** At the request of Grantee, TJJD may approve a waiver of the financial match requirement described in Subsection 1, provided that:
  - a. Grantee demonstrates that local or county funding for juvenile services has not been supplanted by funding received under this grant;
  - b. Grantee certifies that local juvenile justice expenditures in the previous fiscal year were equal to or greater than those made in fiscal year 1994; and
  - c. TJJD determines that Grantee is otherwise in compliance with the terms of this grant.

**E. Funding Adjustments.**

1. **Reduction of Grant Payments.** If, after a review of Grantee's unexpended grant balances for the State Aid Grant and Targeted Grants for the most recent three fiscal years, TJJD determines that more than 10 percent of the amount awarded remained unspent or unencumbered at the end of each of the three fiscal years reviewed, TJJD may analyze and audit Grantee's referral activity, juvenile probation supervision activity, and juvenile probation caseloads to determine the reasonableness of the amount of grant funds received by Grantee. As a result of this analysis, TJJD may reduce the amount of any grant awarded to Grantee in this grant period or in any subsequent grant periods by an amount determined reasonable by TJJD.
2. **De-obligation of Final Disbursements.** Grantee shall, in a manner prescribed by TJJD, positively confirm its need for the final two monthly installments of any applicable grant award or indicate the amount that may be de-obligated. In the absence of positive confirmation, TJJD may suspend disbursements to Grantee. Upon

confirmation, TJJD shall disburse the appropriate payment. Any funds withheld under this section may not be permanently de-obligated without the consent of Grantee.

3. **Unexpended Balances.** No later than November 1 of each year, Grantee shall refund to TJJD all unexpended funds from any grants that were allocated and received under the Contract if the funds are unencumbered by August 31 of a given fiscal year and unexpended by November 1 of the next fiscal year. This does not apply to funds received under JJAEP.
  4. **Overpayments.** Grantee shall refund to TJJD all overpayments made by TJJD no later than 30 calendar days after discovery or receipt of written notice from TJJD.
  5. **Refunds Due.** Grantee shall refund all amounts due to TJJD for unallowable expenditures under any grant no later than 30 calendar days after discovery or receipt of written notice from TJJD.
- F. **Timely Expenditure of Grant Funds.** Grantee shall expend grant funds in a timely manner, to be determined by TJJD. If Grantee fails to expend the grant funds in a timely manner, TJJD may issue an NCCR and may reduce or suspend funds.
- G. **Auditing Requirements.**
1. Grantee shall provide an independent financial compliance audit of funds received from TJJD under the Contract each fiscal year. The audit shall cover the State Aid Formula Fund Grant and all targeted grant(s) received by Grantee for the prior fiscal year.
  2. TJJD may waive this requirement by written notification to Grantee.
  3. The audit shall be prepared in accordance with generally accepted auditing standards, governmental auditing standards, and TJJD's audit requirements, which will be sent under separate cover by September 30 of each year.
  4. Grantee shall submit to TJJD, in a format prescribed by TJJD, a given fiscal year's audit no later than March 1 of the subsequent year.
  5. The audit shall include, as part of the Report on Compliance and Internal Control, the specific financial assurances contained in Section VIII.I. of the General Grant requirements (Exhibit A) and in any Targeted Grant requirements. The audit shall include an opinion on whether or not Grantee complied with the applicable assurances. A summary of all material instances of non-compliance and an identification of the total amount of funds in question for each assurance shall be included in the audit.
  6. Audits received after March 1 of the subsequent year are considered delinquent. Grantees with delinquent audits are subject to an NCCR and the suspension of the disbursement of funds by TJJD.
- H. **TJJD Review.** Upon the request of TJJD, Grantee and subgrantees must make available technical specifications on proposed procurements where TJJD believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into the solicitation document. However, if Grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, TJJD may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- I. **Financial Assurances.** The following financial assurances are applicable to all grant funds unless the Targeted Grant requirements specifically state the contrary:
1. Separate accountability for the receipt and expenditure of all grant funds under the Contract is maintained for each grant from which Grantee receives funds.
  2. Expenditures reported to TJJD are in agreement with Grantee's accounting records and audited expenditures in each budget category.

3. Expenditures are made in accordance with the *Expenditure Guidelines* contained in *Appendix I* of this document and are supported by written documentation.
  4. Salary expenditures under each grant are verified and supported by appropriate documentation for hours worked, activities performed, and leave taken. Employees whose salaries are funded 100% out of state funds shall be dedicated to juvenile justice programs and services only.
  5. All travel expenses are supported by daily documentation of the individual traveling. Grantee shall document date, destination, times, mileage, or odometer readings, and related travel activities.
  6. Travel reimbursements paid with the grant funds, including travel allowances paid in lieu of mileage, are paid according to county policy and do not exceed travel reimbursement rates adopted by the county or per diem, lodging, and travel reimbursement rates established by the State of Texas in the General Appropriations Act.
  7. The grant funds used for residential expenditures are paid for placement of a juvenile in a pre-adjudication detention secure facility, a short-term secure detention facility, a post-adjudication secure correctional facility, or a non-secure correctional facility operated by or under the authority of Grantee or another governmental entity.
  8. The grant funds used for facilities registered with TJJD do not exceed the negotiated rate identified in Grantee's service contract with each facility.
  9. The grant funds are not expended for the purchase of equipment, renovation, or construction unless explicitly authorized by TJJD within any Targeted Grant requirements.
  10. Authorized capital purchases are capitalized and depreciated within the county accounting system.
  11. Proper cut-off procedures are observed at the end of each fiscal period. Obligations of the fiscal period under review are not paid from funds of a subsequent fiscal period. Obligations of a subsequent fiscal period are not prepaid from funds of a fiscal period under review. A modified accrual basis of accounting is only used in preparing fourth quarter expenditure reports to TJJD.
  12. Refunds and reimbursements are properly accounted for as reductions of expenditures rather than as increases in revenues.
  13. Any funds not expended under the terms of each grant are returned to TJJD according to the Unexpended Balances and Refunds Due provisions contained in Subsections VIII (E) (3) and (5), respectively.
  14. The amount of local or county funds expended, excluding construction and/or renovation, for juvenile services is at least equal to or greater than the amount spent in the 2022 county fiscal year unless waived by TJJD.
  15. All employees with access to monies are covered by surety bonds.
  16. All county and state transactional funds, revenues, and expenses are separated.
  17. Idle funds are invested in an account that provides a reasonable interest rate and provides necessary protection of principal. Interest on grant funds is credited to the account of the juvenile probation department for the provision of juvenile probation services and juvenile justice programs.
- J. **Service Providers.** Contracts with private service providers that are funded in whole or in part with grant funds shall adhere to the requirements set forth in the *Private Service Provider Contract Requirements Summary* [TJJD-FIS-324] and the requirements set forth below.
1. **Selection of Providers.** Selection of service provider contractors shall be fairly and objectively based upon county procurement procedures and guidelines and applicable state and federal laws or regulations related to service procurement. As an integral part of the service provider selection process, Grantee shall use procedures

to assess prospective contractors' strengths, weaknesses, and past performance. Pursuant to Section 221.051, Texas Human Resources Code, Grantee shall use data relating to the performance of private service providers in prior contracts as a factor in selecting providers to receive contracts.

2. **Required Contract Provisions.** Private service provider contracts between Grantee and service provider, paid in whole or in part with grant funds, shall include the following provisions, as well as all others required by state and federal law.
  - a. **Accountability.** Service provider contractors shall be held accountable for delivery of quality services, and all contracts shall include: (1) clearly defined goals, outputs, and measurable outcomes that directly relate to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract, as required by Section 221.051, Texas Human Resources Code.
  - b. **Eligibility to Receive State Funds.** Service provider contractors shall be required to provide certification of eligibility to receive state funds if required by Section 231.006, Texas Family Code. TJJD has provided form *Child Support Affidavit* [TJJD-FIS-180] that may be used.
  - c. **Legal Compliance.** Service provider contractors shall adhere to all applicable state and federal laws, regulations, and certifications pertinent to service provider contractor's provision of services to Grantee.
  - d. **Accounting.** Grantee shall notify service provider contractors when state funds are used to pay for services. Service provider contractors paid from state funds shall be required to account separately for the receipt and expenditure of state funds received from Grantee. Grantee shall clearly specify accounting, reporting, and auditing requirements applicable to any state funds paid to service provider contractor by Grantee under contract.
  - e. **Records Retention.** Service provider contractors receiving whole or partial payment with any state grant funds received from TJJD shall retain all applicable records for a minimum of seven (7) years and until any pending audits and all questions arising therefrom have been resolved and shall make all contractual agreements with service provider subcontractors available for Department inspection.
  - f. **Funding Out.** Service provider contracts that are funded in whole or in part with grant funds shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
  - g. **Auditing.** Service provider contractors must acknowledge that, pursuant to Section 2262.154, Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under contract or indirectly through a subcontract. Service provider's acceptance of funds under this Contract acts as acceptance of the authority of the state auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
3. **Performance Standards, Evaluations, and Oversight.** Except as provided herein, Grantee shall monitor service provider contractors at least twice during each fiscal year of this grant for programmatic and financial compliance. TJJD has provided two monitoring tools that may be used: *Private Service Provider Contractual Monitoring and Evaluation Report – Residential Services* [TJJD-FIS-334] and *Private Service Provider Contractual Monitoring and Evaluation Report – Non-Residential Services* [TJJD-FIS-344]. The purpose of monitoring is to ensure performance of and compliance with contractual provisions between Grantee and service provider contractor if required by and in accordance with this Contract and the *Private Service Provider Contract Requirements Summary* [TJJD-FIS-324]. Grantee shall maintain written documentation of all monitoring visits. Grantee may conduct one monitoring visit per year if Grantee achieves and maintains a satisfactory score with no formal findings in the area of private service providers on the previous grant monitoring visit conducted by TJJD.

4. **Sanctions or Penalties.** If a service provider is paid in whole or in part with state funds, Grantee's contract with service provider shall impose specific, clearly defined, and appropriate sanctions or penalties for service provider's noncompliance with the provisions of the contract.
5. **Termination.** In its contracts with service providers, Grantee shall include provisions allowing termination of the contract if service provider fails to achieve the goals, outcomes, and deliverables set out in the contract or if service provider fails to comply with any conditions in the contract.
6. **Evidence of Execution.** Grantee shall maintain contract documentation that contains the date of execution, the effective term of the service provider agreement, and the signatures of the necessary parties.

## IX. FINANCIAL REPORTING.

### A. Annual Reports.

1. **Budget Application.** Grantee shall submit a completed *Annual Budget Application* for TJJD's approval concurrent with the submission of the Contract executed by Grantee. An *Annual Budget Application* shall be submitted electronically in the TJJD Grants Portal web-based system for each fiscal year of the current grant period.
2. **Certification of Local Expenditures.** Grantee shall, via the TJJD Grants Portal web-based system, certify the local expenditures for the previous fiscal year. The Chief Administrative Officer shall sign the certification electronically or in the format specified by TJJD no later than February 28 of the current fiscal year. Grantee shall adhere to all security protocols established by TJJD.
3. **Independent Audit.** Grantee shall submit, in a format specified by TJJD, the independent financial compliance audit prepared by an independent Certified Public Accountant for the previous fiscal year. The audit shall follow the General Grant Requirements of Sections VIII (G) and be submitted no later than March 1 of the current fiscal year or the first state business day thereafter.

### B. Quarterly Reports.

1. Grantee shall, through the TJJD Grants Portal web-based system, report the expenditure of all funds received through this grant. Reports shall be submitted to TJJD no later than January 15, March 31, June 30, and September 30 of each year. Funds may be temporarily suspended if expenditure reporting is not received by the due date.

### C. Monthly Reports. See Targeted Grant Requirements.

### D. Other Periodic Reports. See Targeted Grant Requirements.

### E. Budget Adjustments. Grantee shall submit a budget adjustment request to TJJD for any adjustment to the original budget.

## X. FINANCIAL MONITORING.

### A. Annual Monitoring.

1. **Budget Review.** The grant funds will not be disbursed until a completed *Annual Budget Application* (located in the TJJD Grants Portal web-based system) for all applicable grants funded under the Contract is received and approved by TJJD. TJJD shall review all budgets for completeness, reasonableness, and accuracy. Incomplete or incorrect budgets may be returned to Grantee for correction. Projected expenditures will be compared with actual expenditures from prior years and adjustments may be made to current allocations.

2. **Independent Audits.** TJJD staff shall review required independent audits for adherence to generally accepted auditing principles and to TJJD's audit instructions. Incomplete or incorrect audits may be returned to Grantee for correction.

**B. Periodic Monitoring.**

1. **On-Site Monitoring.** Grantee is subject to on-site financial monitoring by TJJD at any time. Audits may be supplemented by interviews with staff in the juvenile probation department, county auditor's office, and county treasurer's office. Findings may result in a performance rating profile report or may result in a NCCR for non-compliance with grant requirements. Grantee shall ensure all agents comply with all requests for information during the course of an audit.
2. **Desk Audits.** TJJD or its designee may monitor compliance of financial records by a desk audit, which includes review of any relevant documentation. Grantee shall make available to TJJD any requested documents or information. The review of written documentation and material may be supplemented by phone interviews with staff in the juvenile probation department, county auditor's office, and county treasurer's office. Findings may result in a performance rating profile report, technical assistance, and/or an NCCR. Grantee shall ensure its agents comply with all requests for information during the course of a desk audit by TJJD or its authorized designee.
3. **Quarterly Reports.** TJJD shall review all expenditure reporting in the TJJD Grants Portal web-based system for completeness and reasonableness. Upon request of TJJD, Grantee shall revise incorrect reports.
4. **Investigations and Special Audits.** Grantee shall cooperate fully with TJJD or its authorized designee in the conduct of an investigation or special audit arising out of any complaint, financial or programmatic finding, and/or abuse, neglect, or exploitation allegation relating to the provision of juvenile probation services or occurring in a juvenile justice program or facility.

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## APPENDIX I

### GENERAL PRINCIPLES FOR DETERMINING ALLOWABLE COSTS

This Appendix contains general principles for determining allowable costs incurred by Grantee under grants, contracts, and other agreements with TJJD. These principles apply to all TJJD grants, except to the extent a requirement in a Targeted Grant conflicts with these general principles, in which case the Targeted Grant requirement controls. These principles highlight relevant portions of the Texas Grant Management Standards (TxGMS) and are hereby incorporated by reference.

#### A. Purpose and Scope.

1. **Objectives.** This Appendix establishes principles for determining the allowable costs incurred by Grantee under grants, contracts, and other agreements with TJJD. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of TJJD's participation in the financing of a particular program or project.
2. **Policy Guides.** The application of these principles is based on the fundamental premises that:
  - a. governmental units are responsible for the efficient and effective administration of state awards through the application of sound management practices;
  - b. governmental units assume responsibility for administering state funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the award; and
  - c. each governmental unit, in recognition of its own unique combination of staff, facilities, and experience, will have the primary responsibility for employing whatever form of organization and management techniques may be necessary to ensure proper and efficient administration of state awards.
3. **Application.** These principles shall be used as a guide in the pricing of fixed price arrangements where costs are used in determining the appropriate price.

#### B. Basic Guidelines.

1. **Factors Affecting Allowability of Costs.** To be allowable under a state award, costs must meet the following general criteria:
  - a. be necessary and reasonable for proper and efficient performance and administration of the grant;
  - b. be allocable to the grant;
  - c. be authorized and not prohibited under state or local laws or regulations;
  - d. conform to any limitations or exclusions set forth in these principles, federal or state laws, terms and conditions of the grant, or other governing regulations as to types or amounts of cost items;
  - e. be consistent with policies, regulations, and procedures that apply uniformly to both federal or state awards and other activities of the governmental unit;
  - f. be accorded consistent treatment. A cost may not be assigned to a grant as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to other awards as an indirect cost;
  - g. be determined in accordance with generally accepted accounting principles, except as otherwise provided for in this appendix;

- h. not be included as a cost or used to meet cost sharing or matching requirements of any other federal or state award in either the current or a prior period, except as specifically provided by federal or state law or regulation;
  - i. be the net of all applicable credits; and
  - j. be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills, and other documentation that verifies the expenditure amount and appropriateness to the grant.
- 2. **Reasonable Costs.** A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration shall be given to:
  - a. whether the cost is of a type generally recognized as ordinary and necessary for the operation of the governmental unit or the performance of the grant;
  - b. the restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the grant award;
  - c. market prices for comparable goods or services;
  - d. significant deviations from the established practices of the governmental unit which may unjustifiably increase cost; and
  - e. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the governmental unit, its employees, the public at large, and the state or federal government.
- 3. **Allocable Costs.**
  - a. A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received.
  - b. All activities which benefit from the governmental unit's indirect costs, including unallowable activities and services donated to the governmental unit by third parties, will receive an appropriate allocation of indirect costs. For example, the fair market value of volunteer services contributed to a project need to be included in the allocation. Unallowable costs have to be included to ensure that the grantor agency does not pay a disproportionate share of project costs by having such costs "backed out" prior to allocating costs among funding sources.
  - c. Any cost allocable to a particular federal or state award or cost objective under the principles provided in this Appendix may not be charged to other federal or state awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal or state awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs that are allowable under two or more awards in accordance with existing program agreements.
  - d. Where an accumulation of indirect costs will ultimately result in charges to a federal or state award, a cost allocation plan will be required as described in Texas Grant Management Standards.
- 4. **Applicable Credits.** Applicable credits refer to those receipts or reduction of expenditure-type transactions that offset or reduce expense items allocable to federal or state awards as direct or indirect costs. Examples of such transactions are: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates, and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by Grantee relate to allowable costs, they shall be credited to the grant either as a cost reduction or cash refund, as appropriate.

## C. **Composition of Cost**

1. **Total Cost.** The total cost of federal and state awards is comprised of the allowable direct cost of the program plus its allocable portion of allowable indirect costs, less applicable credits.
2. **Classification of Costs.** There is no universal rule for classifying certain costs as either direct or indirect under every accounting system. A cost may be direct with respect to some specific service or function but indirect with respect to the federal or state award or other final cost objective. Therefore, it is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost. Guidelines for determining direct and indirect costs charged to federal or state awards are provided in the sections that follow.

#### D. Direct Costs.

1. **General.** Direct costs are those that can be identified specifically with a particular final cost objective.
2. **Application.** Typical direct costs chargeable to federal or state awards are:
  - a. compensation of employees for the time devoted and identified specifically for the performance of those awards;
  - b. cost of materials acquired or consumed specifically for the purpose of those awards;
  - c. equipment and other approved capital expenditures; and
  - d. travel expenses incurred specifically to carry out the award.

#### E. Indirect Costs

1. **General.** Indirect costs are those: (a) incurred for a common or joint purpose benefitting more than one cost objective, and (b) not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved. The term "indirect costs," as used herein, applies to costs of this type originating in the Grantee department as well as those incurred by other departments in supplying goods, services, and facilities. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs within an entity or in other agencies providing services to an entity. Indirect costs pools should be distributed to benefited cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.
2. **Limitation on Indirect or Administrative Costs.**
  - a. In addition to restrictions contained in this Appendix, there may be laws that further limit the amount of administrative or indirect cost allowed.
  - b. Amounts not recoverable as indirect costs or administrative costs under one federal or state award may not be shifted to another federal or state award unless specifically authorized by federal or state legislation or regulation.

F. **Principles for Determining Allowable or Unallowable Costs.** The following sections provide principles to be applied in establishing whether certain items of cost are allowable or unallowable. These principles apply whether a cost is treated as direct or indirect. A cost is allowable for federal or state reimbursement only to the extent of benefits received by federal or state awards and its conformance with the general policies and principles stated above in this Appendix. Failure to mention a particular item of cost in these sections is not intended to imply that it is either allowable or unallowable; rather, determination of allowability in each case should be based on the treatment or standards provided for similar or related items of cost.

1. **Accounting.** The cost of establishing and maintaining accounting and/or other information systems is allowable.
2. **Advertising and Public Relations Costs.**

- a. The term "advertising costs" means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television programs, direct mail, and exhibits.
  - b. The term "public relations" includes community relations and means those activities dedicated to maintaining Grantee's image or maintaining or promoting understanding and favorable relations with the community or any segment of the public.
  - c. Advertising costs are allowable only when incurred for the recruitment of personnel, the procurement of goods and services, the disposal of surplus materials, and any other specific purposes directly related to the purpose(s) of the program receiving grant assistance necessary to meet the requirements of the award. Advertising costs associated with disposal of surplus materials are not allowable where all disposal costs are reimbursed based on a standard rate as specified in the grants management common rule.
  - d. Public relations costs are allowable when:
    - i. specifically required by the federal or state award and then only as a direct cost;
    - ii. incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of award and then only as a direct cost; or
    - iii. necessary to conduct general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of state contract or grant awards, financial matters, etc.
  - e. Unallowable advertising and public relations costs include the following:
    - i. all advertising and public relations costs other than as specified in subsections c and d;
    - ii. except as otherwise permitted by these cost principles, costs of conventions, meetings, or other events related to other activities of the governmental unit, including:
      - (a) costs of displays, demonstrations, and exhibits;
      - (b) costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and
      - (c) salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings.
    - iii. costs of promotional items and memorabilia, including models, gifts, and souvenirs;
    - iv. costs of advertising and public relations designed solely to promote the governmental unit;
    - v. costs of publicizing or directing attention to any individual official or employee of any agency of the state government; and
    - vi. costs associated with influencing the outcome of any election, or the passage or defeat of any legislative measure.
3. **Advisory Councils and Juvenile Boards.** Costs incurred by advisory councils or committees are unallowable, including:
- a. meal expenses for juvenile board meetings;

- b. expenditures of other local departments such as police, sheriff, prosecuting attorneys; and
  - c. in-kind services or payments given to or expenses of juvenile board members.
4. **Alcoholic Beverages.** Costs of alcoholic beverages are unallowable.
5. **Audit Services.** The costs of audits of grants are allowable provided that the audits were performed in accordance with the Single Audit Act, as implemented by Circular A-133, "Audits of State and Local Governments," and the State of Texas Single Audit Circular for state funds. Generally, the percentage of costs charged to federal or state awards for a single audit shall not exceed the percentage derived by dividing federal or state funds expended by total funds expended by the recipient or subrecipient (including program matching funds) during the fiscal year. The percentage may be exceeded only if appropriate documentation demonstrates higher actual costs. Other audit costs are allowable if they are specifically approved by TJJD as a direct cost to an award or are included as an indirect cost allocation plan or rate.
6. **Automatic Electronic Data Processing.** The cost of data processing services is allowable (but see equipment and other capital expenditures, for additional guidelines).
7. **Bad Debts.** Any losses arising from uncollectible accounts and other claims, and related costs, are unallowable.
8. **Bonding Costs.** Costs of bonding employees and officials, as required by the Contract, General Grant Requirements, or Targeted Grant Requirements, are allowable to the extent that such bonding is in accordance with sound business practice.
9. **Budgeting.** Costs incurred for the development, preparation, presentation, and execution of budgets are allowable.
10. **Communications.** Costs of telephone, mail, messenger, and similar communication services are allowable.
11. **Compensation for Personnel Services.**
- a. **General.** Compensation for personnel services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the Grant, including but not necessarily limited to wages, salaries, and fringe benefits. The costs of such compensation are allowable to the extent that they comply with the specific requirements of this Appendix and the total compensation for individual employees:
    - i. is reasonable for the services rendered and conforms to the established policy of Grantee consistently applied to both TJJD and non-TJJD activities;
    - ii. follows an appointment made in accordance with laws and rules governing Grantee and meets merit system or other requirements required by federal or state law, where applicable; and
    - iii. is determined and supported as provided in subsection e.
  - b. **Reasonableness.** Compensation for employees engaged in work on the grant will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of Grantee. In cases where the kinds of employees required for the grant are not found in the other activities of Grantee, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kinds of employees involved. Compensation surveys providing data representative of the labor market involved will be an acceptable basis for evaluating reasonableness.
  - c. **Unallowable Costs.** Costs that are unallowable under other sections of these principles shall not be allowable under this section solely on the basis that they constitute personnel compensation.
  - d. **Fringe Benefits.**

- i. Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable to the extent that the benefits are reasonable and are required by law, Grantee's employee agreement, or an established policy of Grantee. The costs of fringe benefits in the form of: leave; employer contributions or expenses for social security and for employee life, health, unemployment, longevity, and worker's compensation insurance; pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits shall be allocated to the grant and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to the grant and other activities.
    - ii. The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, sick leave, holidays, court leave, military leave, and other similar benefits, are allowable if: (a) they are provided under established written leave policies; (b) the costs are equitably allocated to all related activities, including federal or state awards; and (c) the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the governmental unit.
  - e. **Support of Salaries and Wages.** These standards regarding time distribution are in addition to the standards for payroll documentation.
    - i. Charges to a grant for salaries and wages will be based on payrolls documented in accordance with generally accepted practice of Grantee and approved by a responsible official of Grantee.
    - ii. No further documentation is required for the salaries and wages of employees who work in a single indirect cost activity.
    - iii. Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages will be supported by personnel activity reports or equivalent documentation.
    - iv. Salaries and wages of employees used in meeting cost sharing or matching requirements of the grant must be supported in the same manner as those claimed as allowable costs under the grant.
  - f. **Severance Pay.** Severance pay is unallowable.
  - g. **Donated Services.**
    - i. Donated or volunteer services may be furnished to Grantee by professional and technical personnel, consultants, and other skilled and unskilled laborers. The value of these services is not reimbursable either as a direct or indirect cost. However, the value of donated services may be used to meet cost sharing or matching requirements.
    - ii. To the extent feasible, donated services will be supported by the same methods used by Grantee to support the allocation of regular personnel services.
12. **Contingencies.** Contributions to a contingency reserve or any similar provision made for events, the occurrence of which cannot be foretold with certainty as to time or intensity or with an assurance of their happening, are unallowable.
13. **Contributions and Donations.** Contributions and donations, including cash, property, and services, by Grantee to others are unallowable.
14. **Defense of Criminal and Civil Proceedings and Claims.** Costs incurred in defense of any civil or criminal fraud proceeding or similar proceeding are unallowable.
15. **Depreciation and Use Allowances.** Depreciation and use allowances are unallowable.

16. **Disbursing Service.** The cost of disbursing funds by the county auditor, treasurer, or other designated officer is allowable.
17. **Employee Morale, Health, and Welfare Costs.** The costs of health or first-aid clinics, infirmaries, recreational facilities, employee counseling services, employee information publications, and related expenses are allowable if incurred in accordance with Grantee's policy. Income generated from any of these activities shall offset against expenses.
18. **Entertainment.** Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with such activities (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.
19. **Equipment and Other Capital Expenditures.** Capital expenditures for equipment and other capital assets are unallowable except when specifically provided for within a grant or by Department approval. Items of equipment with an acquisition cost of less than five thousand dollars (\$5,000) are considered to be supplies and are allowable as direct costs of the grant without specific approval. As used in this section, the following terms have the meanings set forth below:
  - a. **Capital Expenditure** means the cost of the asset, including the cost to put it in place. Capital expenditure for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges such as taxes, duty, protective in-transit insurance, freight, and installation may be included in, or excluded from, capital expenditure costs in accordance with Grantee's regular accounting practices.
  - b. **Equipment** means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals the lesser of the capitalization level established by Grantee for financial statement purposes or five thousand dollars (\$5,000).
  - c. **Other Capital Assets** means buildings, land, and improvements to buildings or land that materially increase their value or useful life.
20. **Fines and Penalties.** Fines, penalties, damages, and other settlements resulting from violations of, alleged violations of, or failure to comply with federal, state, local, or tribal laws and regulations are unallowable.
21. **Fund Raising.** Costs of fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions, are unallowable regardless of the purpose for which the funds will be used.
22. **General Government Expenses.** The general costs of government are unallowable and include, but are not limited to:
  - a. salaries and other expenses of local governmental bodies, such as juvenile boards, county commissioners, city councils, and school boards, whether or not incurred for purposes of legislation or executive direction;
  - b. costs of the judiciary branch of a government;
  - c. costs of prosecutorial activities; and
  - d. other general types of government services normally provided to the general public, such as fire and police.
23. **Idle Facilities.** The costs of idle facilities are unallowable.
24. **Insurance and Indemnification.** Costs of insurance in connection with the general conduct of activities are allowable, provided that the extent and cost of coverage are in accordance with Grantee's policy and sound business practice.

25. **Interest.** Costs incurred for interest on borrowed capital or the use of a Grantee's own funds, however represented, are unallowable.
26. **Lobbying.** The cost of lobbying and associated activities is unallowable.
27. **Maintenance, Operations, and Repairs.** The costs of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, necessary maintenance, normal repairs, and alterations are allowable.
28. **Materials and Supplies.** The cost of materials and supplies is allowable. Purchases should be charged at their actual prices after deducting all cash discounts, trade discounts, rebates, and allowances received. Withdrawals from general stores or stockrooms should be charged at cost under any recognized method of pricing, consistently applied. Incoming transportation charges are a proper part of materials and supply costs. Grantee should also purchase products and materials produced in the state of Texas when they are available at a price and time comparable to products and materials produced outside of Texas.
29. **Memberships, Subscriptions, and Professional Activities.**
- a. Costs of Grantee's employees' memberships in business, technical, and professional organizations are allowable.
  - b. Costs of Grantee's subscriptions to business, professional, and technical periodicals are allowable.
  - c. Costs of Grantee's membership in civic, community, and social organizations are unallowable.
  - d. Costs of membership in organizations that compensate for lobbying are unallowable.
30. **Motor Pools.** The costs of a service organization that provides automobiles to local probation departments at a mileage or fixed rate and/or provides vehicle maintenance, inspection, and repair services are allowable.
31. **Pre-Award Costs.** Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance and are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the prior written approval of TJJD.
32. **Professional Service Costs.** Costs of professional and consultant services rendered by persons or organizations that are members of a particular profession or possess a special skill, except employees of Grantee, are allowable when reasonable in relation to the services rendered.
33. **Proposal Costs.** Costs of preparing proposals for potential TJJD grants are allowable.
34. **Publication and Printing Costs.** Publication costs, including the costs of printing, distributing, mailing, and general handling, are allowable.
35. **Rearrangements and Alterations.** Costs incurred for ordinary and normal rearrangement and alteration of facilities are allowable.
36. **Reconversion Costs.** Costs incurred in the restoration or rehabilitation of Grantee's facilities to approximately the same condition existing immediately prior to commencement of TJJD grants, less costs related to normal wear and tear, are unallowable.
37. **Rental Costs.** Rental costs, including but not limited to vehicles and office space, are allowable to the extent that the rates are reasonable in light of such factors as rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased.
38. **Taxes.** Taxes that a Grantee is legally required to pay for allowable expenses under the Contract are allowable.

39. **Training.** The cost of employment-related training that is provided for employee development is allowable.

40. **Travel Costs.**

- a. **General.** Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items (including parking fees) incurred by employees who are in travel status on official business of the Grantee. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used (1) is applied to an entire trip and not to selected days of the trip, (2) results in charges consistent with those normally allowed in like circumstances in the Grantee's non-state-funded activities and is in accordance with Grantee's written travel reimbursement policies, and (3) unless otherwise specified in the grant, the costs do not exceed the maximum per diem and subsistence rates prescribed by the State of Texas Travel Guidelines published by the Comptroller.
- b. **Lodging and Subsistence.** Costs incurred by employees and officers for travel, including lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Grantee in its regular operations as a result of Grantee's written travel policies.
  - i. The rates and amounts reimbursable are limited, as appropriate, to the rates either specified by the State of Texas in the General Appropriations Act or specified by the US General Services Administration (GSA). If reimbursement rates specified in the General Appropriations Act exceed those listed on the GSA website, Grantee may choose which rates to use. Grantee may set its own reimbursement rates, provided those rates do not exceed the rates specified in the General Appropriations Act. For lodging costs in excess of the allowable reimbursement rate, Grantee must justify and document on a case-by-case basis and receive prior approval from TJJD.
- c. **Commercial Air Travel.** Airfare costs in excess of the customary standard (coach or equivalent) airfare are unallowable except when such customary standard accommodations would require circuitous routing, require travel during unreasonable hours, excessively prolong travel, greatly increase the duration of the flight, result in increased cost that would offset transportation savings, or offer accommodations not reasonably adequate for the medical needs of the traveler. However, in order for airfare costs in excess of the customary standard commercial airfare to be allowable (i.e., use of first-class airfare), Grantee must justify and document on a case-by-case basis the applicable condition(s) set forth above.

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## APPENDIX II

### UNIFORM ASSURANCES BY LOCAL GOVERNMENTS

This Appendix contains the Uniform Assurances that a state agency must include in its grant agreements and procurement contracts with local governments. These principles apply to all TJJD grants, except to the extent a requirement in a Targeted Grant conflicts with these general principles, in which case the Targeted Grant requirement controls. These principles highlight relevant portions of the Texas Grant Management Standards (TxGMS) and are hereby incorporated by reference.

#### A. Purpose and Scope.

1. **Objectives.** This Appendix identifies the Uniform Assurances that a state agency must include in its grant agreements and procurement contracts with local governments.
2. **Policy Guides.** The application of these principles is based on the fundamental premises that:
  - a. governmental units are responsible for the efficient and effective administration of state awards through the application of sound management practices;
  - b. governmental units assume responsibility for administering state funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the award; and
  - c. each governmental unit, in recognition of its own unique combination of staff, facilities, and experience, will have the primary responsibility for employing whatever form of organization and management techniques may be necessary to ensure proper and efficient administration of state awards.

#### B. Basic Guidelines.

1. **Child Support Obligation.** Grantee represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly:
  - a. "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."
2. **Contract Oversight.** Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
3. **Cybersecurity Training Program.**
  - a. Local Government System: Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to local government computer system or database.
  - b. State Contractor: If the Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to TJJD pursuant to and in accordance with Section 2054.5192 of the Government Code.
4. **Debarment and Suspension.** Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

5. **Debts and Delinquencies.** Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.
6. **Disclosure of Prior State Employment.** In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Grantee certifies that it does not employ an individual who has been employed by TJJD or other agency at any time during the two years preceding the submission of the proposal or, in the alternative, Grantee has disclosed in its proposal the following:
  - a. The nature of the previous employment with TJJD or the other agency,
  - b. The date the employment was terminated; and
  - c. The annual rate of compensation for the employment at the time of its termination.
7. **Dispute Resolution.** The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.
8. **Excluded Parties.** Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United State Department of the Treasury, Office of Foreign Assets Control.
9. **Executive Head of State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee certifies that it is not:
  - a. The executive head of TJJD,
  - b. A person who at any time during the four years before the date of the contract or grant was the executive head of TJJD, or
  - c. A person who employs a current or former executive head of TJJD.
10. **Indemnification.** Grantee shall defend, indemnify and hold harmless the State of Texas and TJJD, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution of performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the Office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the Office of the Texas Attorney General. Grantee and TJJD agree to furnish timely written notice to each other of any such claim.
11. **Legal Authority.** Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the proposal, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of the Grantee to act in connection with the proposal and to provide such additional information as may be required.
12. **Limitations on Grants to Units of Local Government.** Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:
  - a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
  - b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
  - c. Sections 2113.012 and 2113.101 of the Texas Government Code.
13. **Lobbying Expenditure Restriction.** Grantee represents and warrants that TJJD's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.
14. **No Conflicts of Interest.**
  - a. Federal: Grantee represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR § 200.112.

- b. State: Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify TJJD.
15. **No Waiver of Sovereign Immunity.** The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the TJJD or the State of Texas of any immunities from suit or from liability that the TJJD or the State of Texas may have by operation of law.
16. **Open Meetings.** If the Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.
17. **Political Polling Prohibition.** Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
18. **Public Camping Ban.** Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Grantee is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Grantee must immediately disclose the lawsuit and its current posture to the TJJD.
19. **Texas Public Information Act.** Information, documentation, and other material in connection with this grant or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
20. **Reporting Compliance.** Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.
21. **Records Retention (State Grant).** Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. TJJD reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to TJJD custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.
22. **Records Retention (State Procurement).** For the time period specified in Section 441.1855 of the Texas Government Code, Grantee shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. Grantee must include the substance of this clause in all subcontracts.
23. **Reporting Suspected Fraud and Unlawful Conduct.** Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.
24. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an

entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

25. **Subaward Monitoring.** Grantee represents and warrant that it will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

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*For the faithful performance of the terms of this Contract, the parties hereto, in their capacities as stated, execute this Contract, affix their signatures, and bind themselves.*

**THE STATE OF TEXAS, Acting By and Through the Texas Juvenile Justice Department**

By: \_\_\_\_\_ Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Executive Director \_\_\_\_\_ Date: \_\_\_\_\_

**GRANTEE, The Juvenile Board of «DEPARTMENT»                      County**

By: \_\_\_\_\_ Typed Name: \_\_\_\_\_  
(Juvenile Board Chairperson)

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

By: \_\_\_\_\_ Typed Name: \_\_\_\_\_  
(Chief Administrative Officer)

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

By: \_\_\_\_\_ Typed Name: \_\_\_\_\_  
(Fiscal Officer)

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

**EXHIBIT "B"**  
**JUVENILE BOARD RESOLUTION**

**STATE OF TEXAS**

**COUNTY OF**

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, a duly called and lawfully convened meeting of the Juvenile Board of «DEPARTMENT» County/Judicial District was held in the City of \_\_\_\_\_, pursuant to the Texas Open Meetings Act. A quorum of the Members was present, to wit:

**(Insert Names of Juvenile Board Members Present)**


where, among other matters, came up for consideration and adoption the following Resolution:

**Whereas**, the Texas Juvenile Justice Department has made available and offered state financial assistance monies to assist local juvenile boards in the provision of juvenile probation services and/or the operation of a pre-adjudication secure detention facility, a short-term secure detention facility (i.e., holdover), a post-adjudication secure correctional facility, or a non-secure correctional facility; and

**Whereas**, the Juvenile Board of «DEPARTMENT» County/Judicial District voluntarily wishes to participate in the aforementioned state aid grants and agrees to the binding terms in this Contract and all documents which have been incorporated into this Contract by reference; and

**Whereas**, the Juvenile Board believes that execution of the State Aid and Targeted Grants Contract for the fiscal 2024-2025 state biennium will further the interests of juvenile justice in this county and are in support of this resolution; and

**Whereas**, the Texas Juvenile Justice Department has made available and offered state financial aid monies to assist local juvenile boards in the implementation of the Progressive Sanctions Model; and

**Whereas**, the 88<sup>th</sup> Texas Legislature has appropriated state financial aid monies for community-based diversionary placements and programs and services for juvenile offenders in order to reduce commitments to the Texas Juvenile Justice Department;

**Therefore, Be It Resolved** that the Juvenile Board of «DEPARTMENT» County/Judicial District does hereby formally authorize and approve execution of the State Aid and Targeted Grants Contract for the 2024-2025 biennium.

**Further Be It Resolved** that the current Juvenile Board Chairman, \_\_\_\_\_ and his/her duly-appointed successor are hereby, authorized to sign this Resolution and any amendments pertaining to the State Aid and Targeted Grants Contract that may be subsequently ratified as the act and deed of the Juvenile Board of «DEPARTMENT» County/Judicial District.

The foregoing Resolution was lawfully moved by \_\_\_\_, duly seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_\_\_ members for the motion and \_\_ opposed.

\_\_\_\_\_  
Printed Name of Juvenile Board Chair

\_\_\_\_\_  
Signature of Juvenile Board Chair

\_\_\_\_\_  
Date Signed