



Texas Veterans Commission Fund for Veterans' Assistance

Grant Program Requirements & Terms and Conditions

“Program Requirements”

**2021-2022 GRANTS
VERSION 1.1**

FUND FOR VETERANS' ASSISTANCE WEBSITE

<https://www.tvc.texas.gov/grants>

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

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PROGRAM REQUIREMENTS

I. Notice of Grant Award (NOGA)

- A.** Grant Awards will be memorialized through a Notice of Grant Award (NOGA) negotiated with the Grantees and Grant Applicants selected through the evaluation and award process for grant funding by the Commission. An executed NOGA creates a legally binding contract between Grantee and Texas Veterans Commission (TVC).
- B.** The publication of a Request for Applications (RFA) by TVC does not guarantee that a NOGA will ever be awarded. TVC reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the NOGA and/or the terms of Application submitted, extend the deadline for submission of Application, or withdraw the RFA entirely for any reason solely at TVC's discretion, as consistent with the applicable *Code of Federal Regulations 2.200 (2 CFR 200)* and Texas Comptroller's Office current edition of the state's grant management standards.
- C.** Submission of an application confers no rights or expectations of an Applicant to a grant award or a subsequent NOGA. An individual application may be rejected if it fails to meet any requirement of the RFA. TVC may seek clarification from Applicant at any time, and failure to respond within five (5) business days is cause for rejection of an Application.
- D.** Awarded Applicant understands and agrees that the Commission may, in its sole discretion, grant funds in greater or lesser amounts and/or for greater or lesser periods of time than requested in its application.
- E.** Upon execution of a NOGA resulting from this RFA, the term "Applicant" shall have the same meaning as "Awarded Applicant" and "Grantee."
- F.** None of the parties to the NOGA will be bound by any oral statements, agreements, or representations contrary to the written requirements and terms and conditions contained in the Request for Applications and NOGA.

II. Order of Precedence

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

- A.** Request for Applications (incorporated by reference).
- B.** Program Requirements and Terms & Conditions (incorporated by reference).
- C.** The Application (most recent version that conforms to grant award is incorporated by reference).
- D.** Notice of Grant Award.

III. Conflicting RFA Language

If language contained in a Section of the RFA conflicts with language in another Section, the most stringent requirement(s) shall prevail.

IV. Official Notice

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

V. Change of Principal Participants

- A.** Awarded Applicant, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the Grant Project.
- B.** Awarded Applicant shall provide to TVC written notice of any proposed change in key personnel involved in accomplishing the grant project and provide resumes of Principal Participants within 14 calendar days from the date the personnel change took effect. No substitutions of key personnel will be acknowledged by TVC unless resumes are received for new personnel. TVC recognizes that key personnel assigned to work on the grant project are essential to the accomplishing the project objectives.

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

VI. Changes to Grant Project

Awarded Applicant will promptly notify the Agency if any organizational changes occur such that information contained in its NOGA is no longer correct, or that would render the organization ineligible for an FVA grant award. After Application submission but prior to award, Applicant shall notify the Agency of any organizational changes that have occurred that would render the organization ineligible for an FVA grant award.

VII. Option to Amend

- A.** Any changes, additions, or deletions to the NOGA or Approved Application must be executed through a grant amendment. Amendments may modify the approved budget, grant period, or scope of the Grant Project as described in the Approved Application.
- B.** Each amendment request will be considered on a case-by-case basis. A Grantee may have no more than three (3) amendments during a grant period. Budget modifications as are considered as part of the 3 allowable amendments.
- C.** Amendment requests seeking to change the award amount must be brought before the Commission for approval and must be submitted with sufficient time to be prepared and included on the agenda for the next regularly scheduled Commission meeting.
- D.** All other amendment requests are presented to the Executive Director for approval and must be submitted no later than ninety (90) days prior to the end of the grant period (concurrent with the end of the 3rd Quarter).
- E.** All decisions on amendments are final and non-appealable. Approved amendments go into effect upon approval date and no cost or service may be retroactive.

VIII. Reporting Requirements

Awarded Applicants are required to submit monthly expenditure reports and quarterly performance reports. These reports will be in the form and contain the information specified by the Agency and will have the following deadlines. If a report due date falls on a weekend or a holiday the report is due the next business day.

REPORTS SCHEDULE	Grantee Status Report (GSR)	Monthly Expenditure Report	Monthly Progress Report	Quarterly Outcome Report
	<i>Required only when operational status changes based on a declared disaster or health emergency</i>	Due Monthly	Due Monthly	Due Quarterly
	Website Online Report	GovGrants Report <i>(attach Payment Reimbursement Request (PRR) when submitting Monthly Expenditure Report)</i>	GovGrants Report <i>(report the number of unduplicated beneficiaries served and home mod projects completed by TX County)</i>	Website Online Report
Jul 1 – Jul 31	Jul 28 th	Aug 15 th	Aug 15 th	
Aug 1 – Aug 31	Aug 28 th	Sep 15 th	Sep 15 th	
Sep 1 – Sep 30	Sep 28 th	Oct 15 th	Oct 15 th	Oct 15 th
Oct 1 – Oct 31	Oct 28 th	Nov 15 th	Nov 15 th	
Nov 1 – Nov 30	Nov 28 th	Dec 15 th	Dec 15 th	
Dec 1 – Dec 31	Dec 28 th	Jan 15 th	Jan 15 th	Jan 15 th
Jan 1 – Jan 31	Jan 28 th	Feb 15 th	Feb 15 th	
Feb 1 – Feb 28	Feb 28 th	Mar 15 th	Mar 15 th	
Mar 1 – Mar 31	Mar 28 th	Apr 15 th	Apr 15 th	Apr 15 th
Apr 1 – Apr 30	Apr 28 th	May 15 th	May 15 th	
May 1 – May 31	May 28 th	Jun 15 th	Jun 15 th	
Jun 1 – Jun 30	Jun 28 th	Jul 15 th	Jul 15 th	July 15 th
Supplemental for Close Out	N/A	If Required Aug 15 th	N/A	N/A

A. Grantee Status Report (GSR)

Grant shall provide to a monthly status when their operational capabilities are affected (positively or negatively) based on a natural disaster or declared health emergency. The format for GSRs will be prescribed by FVA.

B. Monthly Expenditure Report

Grantee shall provide to a monthly expenditure report in a format prescribed by the FVA. Grantee provides monthly payment reimbursement request (PRR) in concert and must contain an authorized signature. The due date for the report is listed in the report schedule.

C. Monthly Progress Report and Quarterly Outcome Reports

1. Grantee shall provide monthly progress reports via GovGrants to reflect the number of unduplicated beneficiaries served by grant funding during the month, and if applicable the number of home modification projects completed during the month.
2. Grantee shall provide quarterly outcome reports based on the grant service category and specific goals/outcomes measured during the quarter, in a format prescribed by the FVA. The due date for the report is listed in the report schedule.

D. Closeout

Grantees shall complete the following actions to close-out their grant with TVC.

1. Submit the twelfth (12th) monthly expenditure report (Payment Reimbursement Request – PRR) for June by July 15th. See paragraph B, above. If grantees are certain that no unclaimed expenses exist for the grant period, grantees can declare their 12th monthly expenditure report as the “close out” PRR.
2. Submit twelfth (12th) monthly progress report for June by July 15th. See paragraph C, above.
3. Submit fourth (4th) quarterly outcome report for April, May, June by July 15th. See paragraph C, above.

4. IF REQUIRED, submit thirteenth (13th) monthly expenditure report for the grant period by August 15th. The 13th PRR enables grantees to supplement their 12th PRR for any expenses incurred and paid during June that were not reported.

NOTE: After all payments have been made for the grant year, FVA Grant Officers will initiate a close-out task for grantees to complete within the electronic grant management system (GovGrants).

5. Grantees shall confirm via GovGrants no later than August 31st that payments for the grant period have been received.

Close-Out final steps are performed in FVA. After grantees confirm that all payments have been received, FVA Grant Officers will close the grant and send to FVA Management for approval.

E. Supporting Documentation

Accounting records, including expenditure reports, shall be supported by adequate source documentation as prescribed by the FVA. Supporting documentation for each reported cost shall demonstrate Cost Incurred and Proof of Payment. FVA will determine if supporting documentation is adequate. The Agency may deny or disallow unsupported expenses and may require that funds expended for unsupported expenses be returned. See the Reimbursement Documentation Requirements (RDR) for specific guidelines for all grant service categories.

F. Failure to Comply with Reporting Requirements

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

IX. Reporting Beneficiaries (Clients) Served

- A.** Grantees shall report beneficiaries served as **UNDUPLICATED** in the monthly progress reports.
- B.** Grantees shall report beneficiaries served total in the quarterly outcome reports. This means that the same veteran and dependent beneficiaries who received services multiple times during the quarter, can be counted based on the number of times grant-funded services were received during that time frame.

- C.** Beneficiaries/clients are considered served and can be counted if the client receives the grant-funded service(s) that are listed in the Grantee’s budget as “client services”.

Example: Financial Assistance client is served when rent/utilities are paid. If same client returns for services 5 months later, he or she cannot be counted again, but FVA reimbursement to grantee can be provided for BOTH events if within the RFA guidelines.

- D.** Beneficiaries/clients are not considered served and cannot be counted if they did not receive grant-funded services budgeted and listed in “client services”.

Example: Client intake function performed by a TVC grant-funded staff member results in a referral to another agency. This does not qualify as an unduplicated veteran served because the veteran did not receive client services from intaking organization.

Example: Client service performed from budgeted “client services” items but without full documentation of client eligibility or services rendered. Must be kept on file for 3 years.

X. Accounting System

Awarded applicants shall have an accounting system that identifies cost in accordance with generally accepted accounting principles and Uniform Guidance (2 CFR 200). An awarded applicant’s accounting system must reflect accurate and organized records that identify the funding source and application of funds for state awards.

XI. Texas Veterans Commission Recognition

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

- A.** Texas Veterans Commission website URL;
- B.** Fund for Veterans’ Assistance logo;
- C.** The following statement:

“This program is supported by a grant from the Texas Veterans Commission *Fund for Veterans’ Assistance*. The *Fund for Veterans’ Assistance* provides grants to organizations serving veterans and their families. For more information, visit www.TVC.Texas.gov”

- D.** Awardees/Grantees must mention TVC in all TV and radio announcements and interviews dealing with FVA grant projects.
- E.** If requested by the Agency, the Grantee will provide information regarding grant performance, success stories, and other information that can be used by the Agency to publicize the grant program and the Fund for Veterans’ Assistance. At the request of the Agency, Grantee will also provide media, including but not limited to photographs, logos, and social media participation.

XII. Release of Information by Awarded Applicant

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

XIII. Inspections

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

XIV. Compliance Reviews

Visits to one or more of a Grantee’s places of business may be made as determined by Agency representatives to inspect and review a project’s physical facilities, financial records, personnel records, operational policies and procedures, including but not limited to observation of Grantee’s delivery of services, and such other aspects of a Grantee’s project as reasonably necessary to ensure compliance with the NOGA and these provisions. To comply with legally binding requirements of client confidentiality and attorney-client privilege, regarding any record that has client-identifying or confidential information, Grantee may redact the identifying or confidential information.

XV. Eligibility Determination

The Grantee must ensure that clients served using FVA grant funds are eligible to receive services prior to requesting reimbursement for services provided to these clients. Eligibility documentation must be maintained in the clients' records. In specific extenuating circumstances it may be unreasonable to obtain eligibility documentation for rendering services. The Grantee must still document due diligence to determine veteran, dependent, or spousal status.

XVI. Beneficiary Survey

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

XVII. Grant Management Standards

- A.** All grants awarded by the Texas Veterans Commission must follow the applicable *Texas Grant Management Standards (TGMS)* which can be found at the Texas Comptroller's website and the applicable federal grant guidelines published by the Office of Management and Budget (OMB). The OMB federal guidelines, *2 CFR Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B.** Applicants are encouraged to familiarize themselves with the 2 CFR 200 while completing their applications. In the event of a conflict between TGMS and applicable federal law, the provisions of federal law apply.
- C. Texas Administrative Code.** All applicants should review and be familiar with the TVC administrative rules governing the Fund for Veterans' Assistance Program. These rules are published in 40 *Texas Administrative Code*, Part 15, Chapter 460, found at: *Texas Administrative Code*.
- D. Expenditure and Performance Benchmarks.** The Expenditure and Performance benchmarks are described in the *Texas Administrative Code (TAC)* §460.2, and based on the percentage of the Grant Period elapsed:
 1. **Expenditure Benchmark**—The percent of the total grant award that must be expended by designated timeframes within the grant period.
 2. **Performance Benchmark**—The percent of each minimum required performance measure that must be met and reported by designated timeframes within the grant period.

GRANT PERIOD ELAPSED	PERFORMANCE BENCHMARK	EXPENDITURE BENCHMARK
25%	15%	15%
50%	40%	40%
75%	70%	70%
100%	95%	95%

- E. Funds Remain in Texas.** Grant funds used for services on beneficiaries are to remain in Texas. A contractor from out of state may perform service, but the service must have been performed in Texas. For example, mortgage payments may only be for homes located in Texas. Grantee Staff may attend out of state training with grant funds with prior approval from FVA.

XVIII. Budgeting

- A. Direct costs** that appear indirect in nature need to be fully explained, supported, be reasonable, and treated in a consistent manner across your organization. Generally, any budget item allocated 10 percent or less should be classified in as an indirect cost. The FVA may ask the applicant to re-classify costs as indirect if the support provided does not meet the above criterion. All reimbursable costs budgeted must be necessary to accomplishing the Proposed Project.
- B. Indirect Cost Recovery** for FVA grants is limited to 10% of total direct costs for all applicants. Indirect charges are those items that are often considered “overhead,” and can be classified as those costs associated with accounting, human resources, and other administrative and facility-related costs.
- C. Indirect Costs per 2 CFR 200.**
1. FVA is required to follow the federal government’s guidance and regulations for grants, including on indirect costs.
 2. **CFR §200.412** 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 award or other final cost objective. Therefore, it is essential that each item of cost incurred for the same purpose be treated consistently in like circumstances either as a direct or an indirect cost in order to avoid possible double charging of Federal awards. Guidelines for determining direct and indirect costs charged to Federal awards are provided in this subpart.”

3. A grantee may claim indirect cost at no more than 10% of the total direct cost claimed in each month's Payment Reimbursement Request (PRR). FVA staff will approve up to 10% of the approved total direct cost for that expenditure report. For example: Grantee's total Direct Costs claimed in July are \$10,000. Therefore, a maximum of \$1,000 may be claimed in Indirect Cost on the July PRR.
4. Unclaimed indirect costs **may not be claimed at a later date**. FVA staff will not approve unclaimed indirect costs from previous months even if the total indirect cost cumulative is less than 10% of the total direct cost cumulative.

D. Employee Travel does not include international travel. Travel will follow all policies and procedures for travel established by the organization. All travel costs must follow 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. FVA will use GSA travel guidance as a reference with reviewing organizational travel policies for acceptability.

E. Client Services include any service being offered to the Beneficiaries of a Proposed Project. This may include, but is not limited to, participant support costs such as emergency financial assistance, transportation assistance, and any **contracted personnel** who will be providing services to Beneficiaries.

F. Construction of buildings, car ports, storage sheds, patio eaves, or any type of addition to existing structures are not allowable expenses under Housing for Texas Heroes grants.

XIX. Reimbursement

A. Only Services Already Delivered. Grantees may submit a cost for claim when the service or product has been provided to the eligible Beneficiary or agency but not for future services or incoming products.

Example: expenses for staff to attend a conference included in the approved application may only be claimed after Grantee staff has attended the conference.

B. Future Services Not Allowed. Future services are a service that has not been rendered or product delivered to a Beneficiary or agency. Future services are not an allowable cost.

Example: advance payment of three months' rent to ensure a Beneficiary has stable housing is a future service.

- C.** Reimbursement of Future Services. Reimbursement of future services will be reimbursed after the service has been delivered, the same as FVA reimburses bulk purchases only after items have been disbursed. The Grantee may claim the cost in the following months PRR (if the grant period is still active) after verifying the service has been delivered. Services to be delivered after the grant period ends will not be reimbursed.

Example: bus passes included in the approved grant budget, purchased in September, and distributed to Beneficiaries in December may be claimed in the January PRR.

- D.** Claim accrued costs monthly. Accrued costs must be reported timely and accurately as indicated by *Texas Grant Management Standards (TGMS)*. Accrued costs must be reported on the next report after payment is tendered to Grantee vendor.

1. A written justification by the signature authority with an explanation of the delay in reporting is required for costs older than **60 days**. FVA will review all documents and determine if the delayed cost is allowable. If FVA decides the delayed cost is not allowed, Grantee must remove the item from the PRR and resubmit.
2. Recurring delayed reporting of accrued costs may result in corrective action.

- E.** Closeout. If a Grantee has expenses that have not yet cleared the bank by the last day of the grant, or expenses for June that remain open at the time of the last month's report due date, the Grantee may submit a 13th PRR (Supplemental PRR) by August 15th.

1. The Supplemental PRR may include ONLY expenses incurred during the last performance period, but whose payments have not cleared the bank by the 15th of the last Reporting Month in the life of the grant.
2. GovGrants does not require the Grantee to submit a Closeout Reimbursement Report, if the Grantee does not wish to claim unclosed expenses at the end of the grant period.

XX. Program Income

Program Income is income generated by the grant-funded activities. Program Income must be tracked by the Grantee and reported to FVA monthly. Report Program Income in the final tab of the PRR labeled “ProgramIncome.”

Example: A mental health counseling service that charges insurance for insured clients must report the insurance payments as program income.

Example: A grant service that charges a sliding scale fee to clients based on their income level must report charges to beneficiaries as program income.

XXI. Maintain Tax-Exempt Status

Awarded Applicant will maintain its tax-exempt status under Section 501(a) of the *Internal Revenue Code of 1954*, for the life of the grant, and will notify TVC immediately if such status changes.

TERMS AND CONDITIONS

I. Antitrust Affirmation

Applicant represents and warrants that, in accordance with Section 2155.005 of the *Texas Government Code*, neither Applicant nor the firm, corporation, partnership, or institution represented by Applicant, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the *Texas Free Enterprise and Antitrust Act of 1983*, Chapter 15 of the *Texas Business and Commerce Code*, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Applicant.

II. Assignment or Subcontracting

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

III. Applicable Law and Venue

The Agreement and any incorporated documents shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The exclusive venue of any suit brought concerning the Agreement and any incorporated documents is fixed in any court of competent jurisdiction in Travis County, Texas.

IV. Applicant Responsibilities/Compliance with Laws

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

V. Audit and Access to Records

Pursuant to Section 2262.154 of the *Texas Government Code*, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the Applicant or any other entity or person 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, the Applicant or other 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. Applicant shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

A. Records Retention

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

B. Refund of Overpayments

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

VI. Buy Texas

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

VII. Certification Concerning Hurricane/Disaster Relief

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

VIII. Change in Law and Compliance with Laws

Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation. When requested to do so by TVC, Applicant shall furnish TVC with satisfactory proof of its compliance.

IX. Child Support Obligation

Under Section 231.006 of the Texas Family Code, the Applicant certifies that the individual or business entity named in this application or Agreement 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. An application for a contract, grant, or loan paid from state funds must include the name and social security number (last 4 digits) 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 application.

X. Conflict of Interest

Applicant represents and warrants that the performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create the appearance of impropriety. Applicants must disclose any existing or potential conflicts of interest relative to the performance of the requirements of this RFA. Failure to disclose a conflict of interest may be cause for disqualification of an Application or termination of an Agreement resulting from this RFA. If, following a review of this information, it is determined by TVC that a conflict of interest exists, Applicants may be disqualified from further consideration.

XI. Dealings with Public Servants Affirmation

Pursuant to Section 2155.003 of the *Texas Government Code*, Applicant represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.

XII. Debts and Delinquencies

In accordance with Section 2252.903 of the *Texas Government Code*, Applicant agrees that any payments due under the Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

XIII. Disaster Recovery Plan

Upon request of TVC, Applicant shall provide the description of its business continuity and disaster recovery plans.

XIV. Dispute Resolution

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

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

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

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

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

XV. E-Verify Program

Applicant certifies that for contracts for services, Applicant shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of: (1) all persons employed by Applicant to perform duties within Texas; and (2) all persons, including subcontractors, assigned by Applicant to perform work pursuant the contract within the United States of America.

XVI. Entities that Boycott Israel

Applicant represents and warrants that, pursuant to Section 2270.002 of the *Texas Government Code*, applicant does not boycott Israel and will not boycott Israel during the term of the Agreement.

XVII. Excluded Parties

Applicant certifies that it is not listed in the prohibited vendors list authorized by Executive Order (EO) No. 13224, “*Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism*”, issued by President George W. Bush on September 23, 2001, and any subsequent changes made to it via cross- referencing the federal *Excluded Parties List System (EPLS)*. The EPLS is located at <https://www.sam.gov/portal/SAM/>.

XVIII. Executive Head of State Agency Affirmation

Under Section 669.003 of the *Texas Government Code*, relating to contracting with an executive head of a state agency, Applicant represents that no person who served as an executive of TVC, in the past four (4) years, was involved with or has any interest in the Agreement. If Applicant employs or has used the services of a former executive of the Agency, then Applicant shall provide the following information in its Response:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State agency: _____

Position with Applicant: _____

Date of Employment with Applicant: _____

XIX. False Statements

Applicant represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

XX. Force Majeure

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

XXI. Foreign Terrorist Organizations

Section 2252.152 of the *Texas Government Code* prohibits the Agency from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the *Texas Government Code*. Applicant certifies that it not ineligible to receive the contract.

XXII. Indemnification

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

Additionally, if Awarded Applicant requires or desires to use any design, trademark, device,

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

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

XXIII. Legal and Regulatory Actions

Applicant represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Applicant or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Applicant's performance under the Agreement, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. If Applicant is unable to make the preceding representation and warranty, then Applicant instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Applicant's performance under the Agreement, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response.

In addition, Applicant represents and warrants that it shall notify TVC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Agency shall constitute breach of contract and may result in immediate termination of the Agreement.

XXIV. Limitation on Authority

Applicant shall have no authority to act for or on behalf of TVC or the State of Texas except as expressly provided for in the Agreement; no other authority, power or use is granted or implied. Applicant may not incur any debt, obligation, expenses, or liability of any kind on behalf of TVC or the State of Texas.

XXV. Lobbying Prohibition

Applicant represents and warrants that TVC's payments to Applicant and Applicant's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 556.005 or 556.0055 of the *Texas Government Code*.

XXVI. No Implied Waiver

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

XXVII. Non-Appropriation of Funds

The NOGA may be terminated if funds allocated to TVC should become reduced, depleted, or unavailable during the grant period, and to the extent that TVC is unable to obtain additional funds for such purposes. TVC shall negotiate efforts as first consideration and if such efforts fail, then TVC shall immediately provide written notification to the Awarded Applicant of such fact and the NOGA shall be deemed terminated upon receipt of the notification, and neither party shall have any further rights or obligations hereunder. Awarded Applicant shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as reasonably practicable. TVC shall be liable for allowable costs incurred up to the time of such termination.

Under no circumstances shall this RFA or any provisions herein be construed to extend the duties, responsibilities, obligations, or liabilities of the State of Texas or TVC beyond the then existing biennium.

XXVIII. Permits, Certifications and Licenses

Applicant represents and warrants that it has determined what licenses, certifications and permits are required under the Agreement and has acquired all applicable licenses, certifications, and permits.

XXIX. Prompt Payment

Payment shall be made in accordance with Chapter 2251 of the *Texas Government Code*, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the *Texas Government Code* shall govern remittance of payment and remedies for late payment and non-payment.

XXX. Release of Application Information by TVC

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

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

Any proprietary information included in Applicant’s Application shall be subject to disclosure unless such proprietary information was clearly identified by Applicant, and such identification was submitted concurrently with the original submission of the proprietary information. Additionally, Applicant shall state the specific reason(s) an exception from the Texas Public Information Act is being claimed concurrently with the original submission of the proprietary information. If Awarded Applicant fails to clearly identify

proprietary information with the original submission of the proprietary information, then those Sections will be deemed non-proprietary and made available upon receipt of public information request after the Agreement is awarded. The production of any material under the Agreement shall not have the effect of violating or causing TVC to violate any law, including the Texas Public Information Act.

XXXI. Restricted Employment for Certain State Personnel

Pursuant to Section 572.069 of the *Texas Government Code*, Applicant certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the Agency involving Applicant within two (2) years after the date that the Agreement is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

XXXII. Severability

If any provision of the Agreement is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the Agreement as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

XXXIII. Sovereign Immunity

The Parties expressly agree that no provision of the Agreement is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

XXXIV. Architectural and Engineering Contractors

Pursuant to Section 2254.0031 of the *Texas Government Code*, which incorporates by reference Section 271.904(d) of the *Texas Local Government Code*, Respondent shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

XXXV. Survival

Expiration or termination of the Agreement for any reason does not release Applicant from any liability or obligation set forth in the Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Agreement, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

XXXVI. Suspension and Debarment

Applicant 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.

XXXVII. Termination and Enforcement

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

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

XXXVIII. Unfair Business Practices

Applicant represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the *Texas Business and Commerce Code*, or allegations of any unfair business practice in any administrative hearing or court suit and that Applicant has not been found to be liable for such practices in such proceedings. Applicant certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

XXXIX. Waiver of Consequential Damages

Notwithstanding any other provision to the contrary herein, neither party shall be liable to the other for any indirect, incidental, special or consequential damages or loss of profits, anticipated or otherwise, or loss of revenues in connection with or arising out of, or in connection with, the subject matter of this Agreement.

Appendix A – Approved Assistive Technology Items

Item	Doctor's Prescription Required?	Approved for Purchase <u>if not available first</u> through a Warehouse or Donor Program	Requires Prior Approval <u><i>BEFORE</i></u> purchase
Glasses (for dependents & spouses only)	Yes	Yes	<i>NO</i>
Hearing Aids	Yes	Yes	<i>NO</i>
Lift Chairs - <i>up to \$600</i>	Yes	Yes	<i>NO</i>
Canes	<i>NO</i>	Yes	<i>NO</i>
Walkers (standard adult or medical) - <i>up to \$75</i>	<i>NO</i>	Yes	<i>NO</i>
Crutches	<i>NO</i>	Yes	<i>NO</i>
Orthotics/Diabetic Shoes	Yes	Yes	<i>NO</i>
Prosthetics - <i>up to \$1000</i>	Yes	Yes	<i>NO</i>
Rollator - <i>up to \$100</i>	Yes	Yes	<i>NO</i>
Mobility Scooters/Power Chairs - <i>up to \$800</i>	Yes	Yes	<i>NO</i>
Knee walker/scooter - <i>up to \$200</i>	Yes	Yes	<i>NO</i>
Zipper Pulls	<i>NO</i>	Yes	<i>NO</i>
Button Hooks	<i>NO</i>	Yes	<i>NO</i>
Sock assistant	<i>NO</i>	Yes	<i>NO</i>
Trays (wheelchair, hospital bed)	<i>NO</i>	Yes	<i>NO</i>
Reacher	<i>NO</i>	Yes	<i>NO</i>
Wheelchair or walker bag/basket	<i>NO</i>	Yes	<i>NO</i>
Portable Ramp - <i>up to \$200</i>	Yes	Yes	<i>NO</i>
Shower Chair	Yes	Yes	<i>NO</i>
Transfer Board	Yes	Yes	<i>NO</i>
Adaptive shoulder or seat safety belts	Yes	Yes	<i>NO</i>
Tie downs that secure wheelchair to vehicle floor	Yes	Yes	<i>NO</i>
Talking Scales	Yes	<i>NO</i>	Yes
Personal Amplification systems (ex. Pocket Talker Pro)	Yes	<i>NO</i>	Yes
Assistive Listening systems	Yes	<i>NO</i>	Yes
Icommunicator (voice to text system)	Yes	<i>NO</i>	Yes
Speech generating devices	Yes	<i>NO</i>	Yes
Communication Boards or books	Yes	<i>NO</i>	Yes
Stuttering Aids	Yes	<i>NO</i>	Yes
Prologue 2 Go App (speech communication app)	Yes	<i>NO</i>	Yes
LAMP app (speech communication app)	Yes	<i>NO</i>	Yes
Electronic note takers	Yes	<i>NO</i>	Yes
Recording devices	Yes	<i>NO</i>	Yes
Specialized cushion (ROJO cushion) - <i>up to \$100</i>	Yes	<i>NO</i>	Yes
Compression garments	Yes	<i>NO</i>	Yes
Door/Gate openers	Yes	<i>NO</i>	Yes

Assistive Technology Item	Doctor's Prescription Required?	Approved for Purchase if not available first through a Warehouse or Donor Program	Requires Prior Approval <u>BEFORE</u> purchase
Magnifiers	Yes	<i>NO</i>	Yes
Screen Readers	Yes	<i>NO</i>	Yes
Blood pressure gauge	Yes	<i>NO</i>	Yes
Glucometer	Yes	<i>NO</i>	Yes
Braille displays	Yes	<i>NO</i>	Yes
White canes	Yes	<i>NO</i>	Yes
Long Cane	Yes	<i>NO</i>	Yes
Specialized strollers	Yes	<i>NO</i>	Yes
Transport chairs	Yes	<i>NO</i>	Yes
Pelvic guides	Yes	<i>NO</i>	Yes
Contoured seating systems	Yes	<i>NO</i>	Yes
head supports	Yes	<i>NO</i>	Yes
Tomato Chairs	Yes	<i>NO</i>	Yes
Tumble Form Chairs	Yes	<i>NO</i>	Yes
Feeding chairs	Yes	<i>NO</i>	Yes
Software with speech output	Yes	<i>NO</i>	Yes
Cranial Helmet	Yes	<i>NO</i>	Yes
Geri Chair	Yes	<i>NO</i>	Yes
Hoyer Lift	Yes	<i>NO</i>	Yes
Kid walker	Yes	<i>NO</i>	Yes
Specialized car seats	Yes	<i>NO</i>	Yes
Large-handled tools utensils	Yes	<i>NO</i>	Yes
eating/feeding equipment	Yes	<i>NO</i>	Yes
Commode	Yes	<i>NO</i>	Yes
Elevated/Elongated Toilet seat	Yes	<i>NO</i>	Yes
Hand Controls	Yes	<i>NO</i>	Yes
Voice Recognition Systems (dragon naturally speaking)	Yes	<i>NO</i>	Yes
Wheelchairs	Yes	<i>NO</i>	Yes
U step walkers	Yes	<i>NO</i>	Yes
Gait Trainer	Yes	<i>NO</i>	Yes
EZ Stands	Yes	<i>NO</i>	Yes
Adjustable Hospital Bed	Yes	<i>NO</i>	Yes

Appendix B – Approved Food Voucher Items

Fund for Veterans' Assistance General Assistance Grants Allowable <u>Food Voucher</u> Items		Food Voucher Services * Financial Assistance * Supportive Services
<p>For veterans and families with a home or residence and can store and maintain perishable food. Usually for veterans & families that are experiencing food scarcity due to various challenges.</p> <p>Both perishable and non-perishable food and hygiene items are provided through a voucher system - coordinated and arranged by the grantee with a local grocery store (HEB, Wal-Mart, Kroger, etc)</p>		<p>✓ allowable ✗ not allowable</p>
NOT ALLOWABLE per 2 CFR 200, SNAP, or TANF		
Alcoholic beverage (any kind to include beer, wine, liquor, spritzers)		✗
Tobacco (any kind to include smokeless, cigarettes, vaping supplies)		✗
Vitamins, medicines, and supplements		✗
Pet foods of any kind and any quantity		✗
Cosmetics, electronics, gift cards		✗
Beef ribeye, sirloin, filet, or T-bone steak		✗
Shellfish (shrimp, mussels, lobster, oysters, and crawfish)		✗
Any food or drink from a restaurant or fast-food chain		✗
Candy, Candy Bars, and other similar items		✗
Sodas and carbonated drinks, cold drinks; fountain drinks, slushies, iced coffee, smoothies, and other similar items		✗
Hot drinks already prepared (coffee, lattes, tea, and other similar items)		✗
Hot/Cooked and/or food for immediate consumption (usually found in Deli departments - sandwiches, wraps, hoagies, salads, etc.)		✗
Unfrozen, uncooked, and pre-packaged meals (refrigerated) and ready to cook		✗
Unfrozen, uncooked, and pre-packaged meats (refrigerated) and ready to cook		✗
Sports Drinks		✗
Energy Drinks		✗
ALLOWABLE ?		
<p>* Specialty</p> <p><i>* limit 4 items from this group per veteran household, per grant year</i></p>	* Whole Ham	✓
	* Whole Brisket	✓
	* Whole Turkey	✓
	* Rack Pork or Beef Ribs	✓
	* Whole salmon	✓

Food Voucher Items - ALLOWABLE ?		
Raw (Uncooked) Meats	Fish (cod, catfish, etc.)	✓
	Beef (stew meat, ground beef, fajita, sausage)	✓
	Pork (roast, chops, sausage)	✓
	Chicken (hen, leg quarters, etc.)	✓
Dairy & Perishable Proteins	Milk, milk substitutes	✓
	Butter/Margarine	✓
	Yogurt	✓
	Ice cream	✓
	Creamer	✓
	Cheese	✓
	Eggs, egg whites	✓
	Luncheon meats, hot dogs, bratwurst	✓
Frozen Foods	Frozen pizzas & frozen meals	✓
	Frozen French fries, Tater Tots, buffalo wings, etc.	✓
	Frozen fruits and vegetables	✓
	Other Frozen Foods that require refrigeration/freezing	✓
Meats & Protein	Tofu, nuts, beans, peanut butter	✓
	Canned meat (tuna, chicken, ham)	✓
Fruits & Vegetables	Fresh or canned fruits	✓
	Fresh or canned vegetables	✓
Breads and Cereals	Biscuits, tortillas, crackers, loaf bread, pasta, rice, dry cereal, oatmeal, etc.	✓
Condiments	Mayo, mustard, catsup, pickles, horseradish, spaghetti sauce, salad dressings, seasonings, etc.	✓
	Coffee: instant, ground, beans, or single-serve container pods (K-Cup)	✓
Snacks	Chips, popcorn, fruit snacks, Jell-O	✓
Water	Bottled water <i>(excluding, Evian, Topo Chico, Fiji, sparkling and Ion water)</i>	✓
Hygiene	Personal toiletries and feminine hygiene products	✓
	Shaving razors <i>(limit to 3-5 pack blades)</i>	✓
	Shampoo, conditioner, soap, toothpaste, toothbrushes, etc.	✓
	Toilet paper <i>(limit 6 rolls per family, per week)</i>	✓
	Hand sanitizer <i>(limit 1 large bottle per family, per week)</i>	✓
Utensils	Eating Utensils; disposable or reusable	✗

Appendix C – Approved Food Pantry & Hygiene Items

Fund for Veterans' Assistance General Assistance Grants <u>Allowable Food Pantry & Hygiene</u> Items		Food Pantry Services * Homeless Veterans * Supportive Services
<p>For veterans experiencing homelessness or in-between residences without the ability to store or refrigerate food.</p> <p>Non-perishable food and hygiene items are provided via a pantry (pick up) style system and are dry, canned items with extended shelf life.</p>		<p>✓ allowable</p> <p>✗ not allowable</p>
NOT ALLOWABLE per 2 CFR 200, SNAP, or TANF		
Alcoholic beverage (any kind to include beer, wine, liquor, spritzers)		✗
Tobacco (any kind to include smokeless, cigarettes, vaping supplies)		✗
Vitamins, medicines, and supplements		✗
Pet foods of any kind and any quantity		✗
Cosmetics, electronics, gift cards		✗
Beef ribeye, sirloin, filet, or T-bone steak		✗
Shellfish (shrimp, mussels, lobster, oysters, and crawfish)		✗
Any food or drink from a restaurant or fast-food chain		✗
Candy, Candy Bars, and other similar items		✗
Sodas and carbonated drinks, cold drinks; fountain drinks, slushies, iced coffee, smoothies, and other similar items		✗
Hot drinks already prepared (coffee, lattes, tea, and other similar items)		✗
Hot/Cooked and/or food for immediate consumption (usually found in Deli departments - sandwiches, wraps, hoagies, salads, etc.)		✗
Unfrozen, uncooked, and pre-packaged meals (refrigerated) and ready to cook		✗
Unfrozen, uncooked, and pre-packaged meats (refrigerated) and ready to cook		✗
Sports Drinks		✗
Energy Drinks		✗
ALLOWABLE ?		
<p>* Specialty</p> <p><i>* limit 4 items from this group per veteran household, per grant year</i></p>	* Whole Ham	✗
	* Whole Brisket	✗
	* Whole Turkey	✗
	* Rack Pork or Beef Ribs	✗
	* Whole salmon	✗

Food Pantry & Hygiene Items - ALLOWABLE ?		
Raw (Uncooked) Meats	Fish (cod, catfish, etc.)	✗
	Beef (stew meat, ground beef, fajita, sausage)	✗
	Pork (roast, chops, sausage)	✗
	Chicken (hen, leg quarters, etc.)	✗
Dairy & Perishable Proteins	Milk, milk substitutes	✗
	Butter/Margarine	✗
	Yogurt	✗
	Ice cream	✗
	Creamer	✗
	Cheese	✗
	Eggs, egg whites	✗
	Luncheon meats, hot dogs, bratwurst	✗
Frozen Foods	Frozen pizzas & frozen meals	✗
	Frozen French fries, Tater Tots, buffalo wings, etc.	✗
	Frozen fruits and vegetables	✗
	Other Frozen Foods that require refrigeration/freezing	✗
Meats & Protein	Tofu, nuts, beans, peanut butter	✓
	Canned meat (tuna, chicken, ham)	✓
Fruits & Vegetables	Fresh or canned fruits	✓
	Fresh or canned vegetables	✓
Breads and Cereals	Biscuits, tortillas, crackers, loaf bread, pasta, rice, dry cereal, oatmeal, etc.	✓
Condiments	Mayo, mustard, catsup, pickles, horseradish, spaghetti sauce, salad dressings, seasonings, etc.	✓
	Coffee: instant, ground, beans, or single-serve container pods (K-Cup)	✓
Snacks	Chips, popcorn, fruit snacks	✓
Water	Bottled water <i>(excluding, Evian, Topo Chico, Fiji, sparkling and Ion water)</i>	✓
Hygiene	Personal toiletries and feminine hygiene products	✓
	Shaving razors <i>(limit to 3-5 pack blades)</i>	✓
	Shampoo, conditioner, soap, toothpaste, toothbrushes, etc.	✓
	Toilet paper <i>(limit 6 rolls per family, per week)</i>	✓
	Hand sanitizer <i>(limit 1 large bottle per family, per week)</i>	✓
Utensils	Eating Utensils; disposable or reusable	✓

**Appendix D – Approved Household Good Items
(Starter Items for Establishing Homes)**

Fund for Veterans' Assistance General Assistance Grants Allowable <u>Household Good</u> Items		For Veterans experiencing homelessness and who secure permanent housing	
		Maximum Allowable Retail Cost	Notes
Kitchen	Pots and Pans	\$ 80.00	1 set (saucepan, saute' pan, skillets, pot)
	Sheet & loaf pans	\$ 20.00	1 set
	Dishware w/mugs	\$ 30.00	4 sets (1 additional set per eligible dependent after 4)
	Drinking glasses	\$ 12.00	2 sets
	Mix bowls, measure cups, colander	\$ 12.00	1 set
	Glass casserole dish(es)	\$ 15.00	1 each
	Dish drainer, dish towels, oven mitts	\$ 12.00	Cost per each item
	Ice trays and microwave shield	\$ 5.00	Cost per each item
	Reusable plastic storage ware	\$ 10.00	1 set
	Stainless flatware and cutlery	\$ 16.00	4 sets (1 additional set per eligible dependent after 4)
	Cooking utensil set	\$ 12.00	1 set
	Toaster and can opener	\$ 20.00	Cost per each item
	Coffee maker	\$ 20.00	
	Cutting board/mats	\$ 8.00	1 each
Steak knives	\$ 15.00	1 set	
Dining	Table with chairs	\$ 210.00	1 set Chairs up to # of eligible dependents (or) 2 chairs for single beneficiary
Living room	Sofa or loveseat	\$ 300.00	1 each
	Side table	\$ 25.00	maximum 2
	Lamp	\$ 30.00	1 each
	TV stand or Coffee Table	\$ 50.00	1 each
Bedroom(s)	Up to Queen size mattress / frame	\$ 300.00	
	Children each receive twin mattress	\$ 100.00	1 each child
	Blanket, pillows	\$ 25.00	1 set each eligible household member
	Linens	\$ 20.00	2 set each eligible household member
	Nightstand	\$ 75.00	1 each
	1 Lamp per bedroom, 2 for master	\$ 30.00	

Fund for Veterans' Assistance General Assistance Grants Allowable <u>Household Good</u> Items		For Veterans experiencing homelessness and who secure permanent housing	
		Maximum Allowable Retail Cost	Notes
Bathroom	Bath rug/mat	\$ 5.00	1 each
	Toilet tissue	\$ 15.00	
	Shower liner	\$ 5.00	1 each
	Bowl brush/ plunger	\$ 8.00	1 each
	Bath towels	\$ 16.00	2 for each eligible household member
	Wash Cloth		2 for each eligible household member
Cleaning and Sanitation	Trash Can - kitchen and bath	\$ 60.00	1 set of all these cleaning and sanitation items
	Insect Spray		
	Household Cleanser		
	Dish Liquid		
	Sponges		
	Laundry Detergent		
	Paper Towels		
	Toilet Tissue		
	Facial Tissue		
	Hand Sanitizer		

Texas Veterans Commission Fund for Veterans' Assistance

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2021-2022 GRANTS

VERSION 1.1

FUND FOR VETERANS' ASSISTANCE WEBSITE

[https:// www.tvc.texas.gov/ grants](https://www.tvc.texas.gov/grants)

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