



TCOG Governing Board

Meeting Agenda

1117 Gallagher Drive, Sherman, Texas
Thursday, June 19, 2014 – 5:30 p.m.

- A. **Call to Order & Declaration of a Quorum**
- B. **Invocation and Pledges**
- C. **Welcome Guests**
- D. **Induct New Governing Board Members for 2014-2015**
TCOG Governing Body Pledge:
In accepting this responsibility as a Governing Body member,
Do you pledge:
 - To uphold the bylaws of the organization
 - To be faithful in attendance
 - To strive to achieve the TCOG mission while representing our constituents
 - To foster full and active participation of all Governing Body members, and
 - To promote our strengths as a region
- E. **Elect Governing Board Officers for 2014-2015**
- F. **Approval of Minutes: Approve Meeting Minutes for May 2014 – page 3**
- G. **Executive Director's Report**
 - 1. Public Housing Program Presentation – Susan Ensley and Gary Edwards
 - 2. Texoma Wine, Beer, and Distilled Spirits Strategic Plan Update
 - 3. SEPA Project Update
 - 4. Brownfields Grant Update
 - 5. Planning and Development Department Reorganization
 - 6. EDA Peer Review Process
 - 7. 2014 Strategic Plan Half-time Update
 - 8. Annual Event – September 18, 2014
- H. **Consent**

All items on Consent Agenda are considered to be routine by the Council of Governments and will be enacted with one motion. There will not be separate discussion of these items unless a member of the Governing Body or a citizen so requests, in which event these items will be removed from the general order of business and considered in normal sequence.

 - 1. **May 2014 Liabilities (AF):** Authorize the Secretary/Treasurer to make payments in the amounts as listed.
Stacey Sloan, Finance Director – page 5
- I. **Action**
 - 1. **ADRC Grant FY 2014 (AS):** Approve Business Proposal Response for new RFP initiated by Texas Health and Human Services Commission on behalf of the Department of Aging and Disability Services (DADS) for the establishment of the Aging and Disability Resource Center (ADRC) for Region 2.
Janet Karam, Benefits Counseling Program Manager – page 16
 - 2. **MAXIMUS Subcontract Agreement (AS):** Ratify Executive Director's execution of subcontract agreement between MAXIMUS and TCOG's Area Agency on Aging (AAA).
Janet Karam, Benefits Counseling Program Manager – page 34

3. **FY2013 Project Change for Homeland Security (PD):** Authorize the approval of FY2013 Homeland Security Project Change for City of Denison.
CJ Durbin-Higgins, Public Safety Program Manager – page 57
4. **FYE 2015 Budget Status Update (AF):** Accept recommendation, if any, regarding TCOG FYE 2015 Budget.
Stacee Sloan, Finance Director – page 59

J. President's Report

K. Adjourn

AS: Aging Services Department
AF: Administration & Finance Department
CS: Client Services Department
PD: Planning & Development Department

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Administration & Finance at 903-813-3510 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted online at <http://www.tcog.com> and physically posted at the Texoma Council of Governments offices in a place readily accessible to the public. The Agenda was also faxed to the County Clerk offices in Cooke, Fannin and Grayson Counties, Texas on Friday, June 13, 2014.

Members Present: Spanky Carter, John Roane, David Spindle, Robert Adams, Keith Clegg, Roy Floyd, Cecil Jones, Marquin Payne, Jeffrey Stanley, Cary Wacker

- A.** Judge Carter called the meeting to order and declared a quorum at 5:30 p.m.
- B.** Cecil Jones provided the invocation, followed by Bill Lindsay, who led the pledges.
- C.** Welcome Guests & Staff: Jessica Carter, Nancy Knapp, CJ Durbin-Higgins, Janet Karam, Max Karam, Sean Norton, Rayleen Bingham, Melinda Sinor, Brenda Smith, Michael Schmitz, Josh Brummet
- D.** A motion was made by John Roane to approve the meeting minutes for April 2014. This motion was seconded by Roy Floyd. Motion carried.
- E.** Executive Director's Report
 - a. Dr. Thomas stated that TCOG has hired Merit Appraisal & Tax Consulting, LP, in Gainesville, TX, to appeal TCOG property tax valuations which had increased 152% from \$1.2mil to \$3.2mil.
 - b. CJ Durbin-Higgins provided a presentation on the Public Safety Program.
 - c. Janet Karam provided an updated on the ADRC grant proposal for Aging programs.
 - d. Dr. Thomas announced a May 22 Foster Grandparent Recognition Event at the Frisco Roughrider game and award presentation at TCOG after the game.
 - e. Dr. Thomas announced the employee appreciation luncheon scheduled for Friday, May 20 at noon.
 - f. Dr. Thomas provided recognition for outgoing board members: Patsy Wilson, Jeff Stanley, David Spindle, Chad Ramsey, Harold Roberts, and Marquin Payne.
- F.** A motion was made by Roy Floyd to approve the Consent Items. This motion was seconded by Cary Wacker. Motion carried.
 - 1. Authorize the Secretary/Treasurer to make payments in the amounts as listed.
- G.** Action
 - 1. A motion was made by David Spindle to authorize submission of Section 8 FSS Grant renewal and, if awarded, the acceptance of annual funds in the amount of \$64,754. This motion was seconded by Cecil Jones. Motion carried.
 - 2. A motion was made by Cary Wacker to authorize the approval of FY2014 Allocation Range, Risk Methodology, and Homeland Security Projects submitted to the Texas Department of Public Safety, Texas Homeland Security State Administrative Agency (SAA). This motion as seconded by John Roane. Motion carried.
 - 3. A motion was made by Jeffrey Stanley to authorize the submission of Criminal Justice Prioritized Projects to the Office of the Governor's (OOG), Criminal Justice Division (CJD) for the following fund categories for Funding Year (FY) 2015: Criminal Justice Program, General Juvenile Justice & Delinquency Prevention Program Solicitation, General Victim Assistance Direct Service Program Solicitation, and Violent Crimes against Women Criminal Justice & Training Projects. This motion as seconded by Robert Adams. Motion carried.
 - 4. A motion as made by Cecil Jones to approve the final CSBG budget ending December 31, 2014 and authorize submission to the Texas Department of Housing & Community Affairs (TDHCA). This motion was seconded by Jeffrey Stanley. Motion carried.
 - 5. A motion as made by Cary Wacker to ratify Executive Director's execution of a revised contract with the Texas Department of Housing and Community Affairs (TDHCA) for an

increase in CEAP funding in the amount of \$151,860, for a contract total of \$762,418; and of a new contract for supplemental CEAP funds in the amount of \$142,112. This motion was seconded by Roy Floyd. Motion carried.

6. A motion was made by Jeffrey Stanley to approve the recommended amendment to the TCOG Personnel Policy Manual as follows: Amend Section 7.9.1, Tobacco-Free Workplace and Campus, "to include all forms of electronic cigarettes" as prohibited. This motion was seconded by Marquin Payne. Motion carried.
7. A motion was made by David Spindle to accept the report of investments for the period of November 1, 2013 through January 31, 2014. This motion was seconded by Cecil Jones. Motion carried.
8. No action was taken regarding the FYE 2014 Budget Status.

H. President's Report

1. Judge Carter provided an anecdote about a recent issue regarding Lake Fannin and the Forest Service about the conveyance of land to Fannin County in which Congressman Ralph Hall helped facilitate meetings with Senator John Cornyn's office as well as the Forest Service.

I. At 6:26 p.m., Spanky Carter adjourned the meeting.

TEXOMA COUNCIL OF GOVERNMENTS
Check/Voucher Register - LIABILITY LISTING
0017 - SECT 8 CASH IN BANK CHASE
From 5/1/2014 Through 5/31/2014

Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
1600 LA SALLE PARTNERS LLC	80982	5/1/2014	VARIOUS CLIENTS	2,459.00
ALBANNA, REBECCA G.	80942	5/1/2014	G-00954	316.00
ALEXANDER, TERRY GLENN	81084	5/1/2014	F-00794	241.00
AMBIT TEXAS, LLC	80943	5/1/2014	VARIOUS CLIENTS	385.00
AMLIN, MARSHALL D.	81085	5/1/2014	F-00275	231.00
ARROW WOOD APTS.	80944	5/1/2014	VARIOUS CLIENTS	2,702.00
ATKIN, VERNA	81086	5/1/2014	F-00714	131.00
ATMOS ENERGY CO	80945	5/1/2014	VARIOUS CLIENTS	257.00
BA RESIDENTIAL, L.L.C.	81089	5/1/2014	F-00791	441.00
BA RESIDENTIAL, L.L.C.	81173	5/15/2014	F-00816	189.00
BACON, JAMES L.	81087	5/1/2014	F-00720	320.00
BARRETT, CARMAN M.	80946	5/1/2014	G-01146	516.00
BARRIER, JEFF N.	80947	5/1/2014	G-01122	570.00
BERUBE, LINDA MARIE	81088	5/1/2014	F-00095	158.00
Billy D. Manhart	81127	5/1/2014	F-00806	525.00
BILLY JOE NELMS	81131	5/1/2014	F-00723	400.00
BLUESTONE PARTNERS LLC	80949	5/1/2014	G-00939	776.00
BOHNANNAN, RONALD DION	80950	5/1/2014	G-00710	164.00
BONHAM APARTMENTS LTD	81090	5/1/2014	VARIOUS CLIENTS	2,482.00
BONHAM VILLAGE APARTMENTS, LTD.	81091	5/1/2014	VARIOUS CLIENTS	418.00
BOOTH, BRUCE	81009	5/1/2014	VARIOUS CLIENTS	1,350.00
BOOTH, BRUCE	81168	5/15/2014	G-01306	54.00
BOOTH, BRUCE / BOOTHE FAMILY TR...	80958	5/1/2014	VARIOUS CLIENTS	746.00
BORJAS, BASILISA	81092	5/1/2014	F-00031	487.00
BOYD, QUENTON	80951	5/1/2014	G-00808	345.00
BRANDANI, JOE	81093	5/1/2014	VARIOUS CLIENTS	1,387.00
BRANDMAN, JOHN D.	80952	5/1/2014	G-01143	600.00
BRISTOL SQUARE APARTMENTS	81094	5/1/2014	VARIOUS CLIENTS	539.00
BROWN, WILLIAM	80953	5/1/2014	G-00940	247.00
BUCHANAN, MARK. A	81095	5/1/2014	F-00108	342.00
BUCKNER, KELVIN	80954	5/1/2014	G-00572	255.00
BURNETT, JOHN W.	81096	5/1/2014	F-00762	275.00
BURNHAM, TINA R	80955	5/1/2014	G-01281	265.00
BURT, WILLIAM RUSSELL	81097	5/1/2014	VARIOUS CLIENTS	706.00
BUTLER, BOBBY L.	81098	5/1/2014	F-00318	274.00
CABRERA, VALENTINA	80956	5/1/2014	G-00959	399.00
CAL SHERM PARTNERS L.P.	81054	5/1/2014	VARIOUS CLIENTS	2,546.00
CAL SHERM PARTNERS L.P.	81170	5/15/2014	G-01300	536.00
CALIX PROPERTIES	80957	5/1/2014	VARIOUS CLIENTS	2,610.00
CARAWAY, ROBERT	81099	5/1/2014	F-00239	318.00
CARLILE, JANET	80959	5/1/2014	G-01211	316.00
CARR, SANDRA GAIL	80960	5/1/2014	G-00788	436.00
CARTER II, CRETA LYNN	80962	5/1/2014	G-00406	614.00
CARTER, BOBBIE J.	80961	5/1/2014	VARIOUS CLIENTS	641.00
CASTLE PROPERTIES	81100	5/1/2014	VARIOUS CLIENTS	493.00
CATHEY, BOB	80963	5/1/2014	G-01254	135.00
CHAFFIN, CHRISTEN AND GUILD MORT...	81083	5/1/2014	G-HO-00006	206.00
CHEN, DONNY Y.	80964	5/1/2014	G-00789	577.00
CHICAGO LEGACY GROUP LP	80965	5/1/2014	G-00860	186.00
CIRRO GROUP INC.	80966	5/1/2014	495885-3	145.00
CITY OF BONHAM	81174	5/15/2014	113100	72.00
CITY OF DENISON	80967	5/1/2014	VARIOUS CLIENTS	135.00
CLONTZ, LOIS A.	80968	5/1/2014	G-01036	321.00
COKER, ART	80969	5/1/2014	G-01299	750.00

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CONCORD VILLAGE APTS	80970	5/1/2014	G-00277	176.00
COTTRELL, WILLIE	80971	5/1/2014	G-01004	575.00
COUNTRY VILLAGE OF BONHAM	81101	5/1/2014	VARIOUS CLIENTS	1,648.00
COX, LAWRENCE D.	80948	5/1/2014	G-01105	725.00
CREW, JACK	80972	5/1/2014	G-01291	799.00
CREW, JACK	81161	5/15/2014	G-01304	629.00
CROCKER, JIM I.	80974	5/1/2014	G-00306	242.00
CUPID PROPERTIES LLC	80975	5/1/2014	G-00862	551.00
DAVIS, JOSEPH	80976	5/1/2014	VARIOUS CLIENTS	854.00
DEAN GILBERT REALTORS	80977	5/1/2014	VARIOUS CLIENTS	2,398.00
DEAN GILBERT JR., THREE AMIGOS JOI...	80978	5/1/2014	G-00075	361.00
DENISON LAKEVIEW PARK	81008	5/1/2014	VARIOUS CLIENTS	3,416.00
DENISON LAKEVIEW PARK	81167	5/15/2014	G-01308	612.00
DGR MGT CO. INC.	81019	5/1/2014	VARIOUS CLIENTS	1,050.00
DIRECT ENERGY	80979	5/1/2014	VARIOUS CLIENTS	355.00
DIRECT ENERGY	81169	5/15/2014	80102908241	78.00
DIXON JR, GENE	80992	5/1/2014	VARIOUS CLIENTS	5,685.00
DIXON JR, GENE	81163	5/15/2014	G-01303	286.00
DOYLE, GARRY D.	81102	5/1/2014	F-00743	425.00
DULANEY, JERRY M.	81103	5/1/2014	F-00706	348.00
DUNCAN CLIFTON WINRIGHT	81104	5/1/2014	F-00726	492.00
DUNLAP, KIM	80980	5/1/2014	VARIOUS CLIENTS	1,303.00
EAST COAST MANAGEMENT LLC	80981	5/1/2014	VARIOUS CLIENTS	2,364.00
Ebby Halliday Inc.	80983	5/1/2014	G-01257	850.00
ENLOW GROUP LLC	81105	5/1/2014	VARIOUS CLIENTS	1,600.00
ENLOW GROUP LLC	81176	5/15/2014	F-00815	495.00
EVANS, JESSICA M.	81106	5/1/2014	F-00740	0.00
EVANS, JESSICA M.	81177	5/15/2014	F-00740	336.00
FANNIN CO ELECTRIC CO-OP INC	81175	5/15/2014	10159710	306.00
FERRELL, TERRI D.	80985	5/1/2014	G-01013	313.00
FIRST CHOICE POWER	80984	5/1/2014	VARIOUS CLIENTS	536.00
FREDERICKSON, JAMES R.	80986	5/1/2014	G-010010	237.00
GARZA, PAMELA AND CENDERA BANK, ...	81156	5/1/2014	F-HO-00005	445.78
GLASER, GREG	81107	5/1/2014	F-00781	573.00
GLASER, JUDITH	81158	5/1/2014	VARIOUS CLIENTS	876.00
GLASER, RONALD	81108	5/1/2014	F-00809	593.00
GODBAY, JOHN	81109	5/1/2014	F-00701	184.00
GREEN MOUNTAIN ENERGY CO.	80987	5/1/2014	VARIOUS CLIENTS	157.00
GREENE, DAVID P.	81162	5/15/2014	G-00042	424.00
GREER, FRANCES AND USDA RURAL D...	81154	5/1/2014	F-HO-00002	347.00
GUILD MORTGAGE COMPANY AND HO...	81157	5/1/2014	F-HO-00006	165.00
GVD RIDGEVIEW LLC	81042	5/1/2014	VARIOUS CLIENTS	1,806.00
HADDOCK, DAVID	80988	5/1/2014	G-01290	728.00
HAIRO H PENA	81031	5/1/2014	G-01066	143.00
HALLFORD, LOUIE A.	80989	5/1/2014	VARIOUS CLIENTS	1,422.00
HAMPTON, KENNETH	81110	5/1/2014	F-00792	450.00
HARDWICK, RANDY	80990	5/1/2014	VARIOUS CLIENTS	1,310.00
HARDY, RUSSELL DON	81111	5/1/2014	VARIOUS CLIENTS	701.00
HARVEY, JOHN MILTON	81112	5/1/2014	F-00698	145.00
HERNANDEZ, ANTONIO	81113	5/1/2014	F-00282	550.00
HILLTOP VILLAGE APARTMENTS	80994	5/1/2014	VARIOUS CLIENTS	6,052.00
HOFMANN MRAZ CARE HOME	81114	5/1/2014	VARIOUS CLIENTS	2,505.00
HOGENSON, REGINA COX	80973	5/1/2014	G-01102	456.00
HOLLON, LARRY BRET	80996	5/1/2014	G-01056	347.00

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HOMESTEAD ESTATES MHP/ JUSTICE P...	81119	5/1/2014	F-00807	123.00
HORNER, MELISSA ANN	81000	5/1/2014	G-00458	381.00
HOUSING ASSOICIATES OF HERITAG	80991	5/1/2014	VARIOUS CLIENTS	3,876.00
HUNT, JOE G.	81115	5/1/2014	F-00043	243.00
IOLA DBA TAPPAN ZEE	80998	5/1/2014	VARIOUS CLIENTS	825.00
IWUAGWU, DESMOND E.	80997	5/1/2014	G-01245	537.00
JACOBS, RICHARD	80999	5/1/2014	G-00952	750.00
James E. Perry	81033	5/1/2014	G-01284	422.00
JAYNES, LONNIE J.	81116	5/1/2014	F-00477	234.00
JEM Property Management	81002	5/1/2014	G-00712	770.00
JOHNSON, G.F.	80995	5/1/2014	G-01130	181.00
JONES, MICHELLE D.	81117	5/1/2014	F-00790	214.00
JONSE, TOM	81165	5/15/2014	G-01220	615.00
JPL FAMILY LTD PARTNERSHIP	81118	5/1/2014	F-00771	435.00
JUST ENERGY TEXAS I CORP.	81003	5/1/2014	VARIOUS CLIENTS	75.00
KARAM, GEORGE	81004	5/1/2014	G-00350	789.00
KATY CREEK RETIREMENT VILLAGE	81120	5/1/2014	VARIOUS CLIENTS	2,286.00
KEENER, ANDREW	81005	5/1/2014	G-01223	463.00
KIGHT FAMILY LIMITED PARTNERSHIP #1	81006	5/1/2014	G-01261	900.00
KIGHT FAMILY LIMITED PARTNERSHIP #1	81166	5/15/2014	G-01302	792.00
KINGSTON PROPERTIES	81122	5/1/2014	VARIOUS CLIENTS	687.00
KIRKPATRICK, JAMES	81007	5/1/2014	G-01190	600.00
LAMB, BILLY J	81010	5/1/2014	G-00321	344.00
LANCET COURT APARTMENTS	81123	5/1/2014	F-00039	290.00
Laqueta Wilson and Carrington Mortgage L...	81080	5/1/2014	G-HO-00001	461.00
LATIMER, JAY	81011	5/1/2014	G-01148	600.00
LAUGHLIN, GLEN	81012	5/1/2014	VARIOUS CLIENTS	911.00
LIPSCOMB, CHAD CARLTON	81124	5/1/2014	F-00243	283.00
LJUNGKULL, JOEL	81013	5/1/2014	VARIOUS CLIENTS	703.00
M&M INVESTMENTS LLC	81015	5/1/2014	G-01274	342.00
MAGGI, DENO TAYLOR	81014	5/1/2014	G-01228	522.00
MALMAY , MICHELLE LYNN	81016	5/1/2014	VARIOUS CLIENTS	2,906.00
MC CORMICK, LARRY W	81126	5/1/2014	FV-XXX-0042	435.00
MCBROOM, DAVID R.	81125	5/1/2014	F-00724	381.00
MCDONNELL, DEE JUANITA	81017	5/1/2014	G-00036	262.00
MILLSAP, BOB L	81018	5/1/2014	VARIOUS CLIENTS	2,301.00
MONROE, MARLENE	80993	5/1/2014	G-01141	362.00
MORRIS, MARY L.	81020	5/1/2014	G-00864	750.00
MORRIS, RANDY K.	81128	5/1/2014	F-00774	193.00
MUJO, LLC	81129	5/1/2014	F-00797	333.00
MURPHY PROPERTIES	81130	5/1/2014	VARIOUS CLIENTS	1,240.00
NATAYENA L.L.C	81021	5/1/2014	G-00661	404.00
NORTH TEXAS RENT HOMES	81023	5/1/2014	G-00487	674.00
NORTH RIDGE DRIVE APARTMENTS	81022	5/1/2014	VARIOUS CLIENTS	4,621.00
NUNNELEE, ROBERT M	81133	5/1/2014	VARIOUS CLIENTS	884.00
NUNNELEE, ROBERT M	81132	5/1/2014	VARIOUS CLIENTS	1,142.00
NUNNELEE, ROBERT M	81134	5/1/2014	VARIOUS CLIENTS	2,407.00
NUNNELEE, ROBERT M	81135	5/1/2014	VARIOUS CLIENTS	2,001.00
NUNNELEE, ROBERT M	81136	5/1/2014	F-00284	187.00
OAKVIEW RENTALS LP	81024	5/1/2014	VARIOUS CLIENTS	622.00
OATES, REX A.	81025	5/1/2014	G-01263	600.00
ODOM, RODNEY LEE	81026	5/1/2014	G-00066	399.00
OHC/PARK MANOR LTD	81029	5/1/2014	VARIOUS CLIENTS	5,240.00
OTTMO, WANDA J	81137	5/1/2014	F-00246	178.00

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From 5/1/2014 Through 5/31/2014

Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
OWENS, MONA N.	81027	5/1/2014	G-00082	273.00
PADILLA, RAYMOND JR AND NATION ST...	81155	5/1/2014	F-HO-00003	165.00
PAGE, JOHN	81028	5/1/2014	G-00938	233.00
PATTERSON, DAVID R.	81030	5/1/2014	G-00953	725.00
PENDERGRASS, RANDY	81138	5/1/2014	F-00562	227.00
PERKINS, GLEN	81032	5/1/2014	G-01155	300.00
PETERSON, TRAVIS AND BANK OF TEX...	81079	5/1/2014	G-HO-00003	508.00
PIERCE, JAMES DEAN	81034	5/1/2014	VARIOUS CLIENTS	1,014.00
PIERCE, WILBURN L.	81035	5/1/2014	G-01099	600.00
PLANT, GLYNA GAYLENE	81139	5/1/2014	F-00811	348.00
POLLARD, TROY LYNN	81036	5/1/2014	G-01133	519.00
POWELL, DERALD	81140	5/1/2014	F-00606	270.00
PROPERTY MANAGEMENT RESOURCE...	81037	5/1/2014	G-01253	579.00
R&M PROPERTIES	81038	5/1/2014	VARIOUS CLIENTS	2,989.00
RELIANT ENERGY	81040	5/1/2014	VARIOUS CLIENTS	226.00
REYNOSO, HECTOR M.	81041	5/1/2014	G-00948	375.00
ROGERS, JOHNNY AND WELLS FARGO ...	81081	5/1/2014	G-HO-00004	0.00
ROGERS, JOHNNY AND WELLS FARGO ...	80639	5/23/2014	G-HO-00004	(301.00)
ROSS, NORA F.	81141	5/1/2014	F-00717	260.00
ROSS, RONNIE D.	81043	5/1/2014	G-00415	522.00
ROTENFELSEN INVESTMENTS, LLC	81044	5/1/2014	G-00322	210.00
ROW, BILLY F.	81045	5/1/2014	G-00074	266.00
ROWLAND, DANIEL E.	81046	5/1/2014	G-00181	398.00
RUMSEY, ROBERT	81047	5/1/2014	VARIOUS CLIENTS	1,898.00
S.S. PARTNERS MGMT. L.L.C.	81060	5/1/2014	VARIOUS CLIENTS	5,298.00
SALEM, JOHN W.	81142	5/1/2014	F-00796	293.00
SANDIA NORTH APARTMENTS INC	81143	5/1/2014	VARIOUS CLIENTS	0.00
SANDIA NORTH APARTMENTS INC	81178	5/15/2014	F-00814	272.00
SANDIA NORTH APARTMENTS INC	81179	5/19/2014	VARIOUS CLIENTS	2,511.00
SARGENT, BARBARA	81144	5/1/2014	F-00745	165.00
SAUNDERS, LARRY	81048	5/1/2014	G-01262	404.00
SCHILLI, RICHARD R.	81049	5/1/2014	G-01194	650.00
SCHLEY, MARK AND WELLS FARGO HO...	81082	5/1/2014	G-HO-00005	356.00
SCULLY, MICHAEL C.	81050	5/1/2014	G-00438	529.00
SHANNON, DELBRA	81051	5/1/2014	G-00448	142.00
SHARP, MICHAEL L.	81052	5/1/2014	G-00490	349.00
SHEEHAN, CINDY	81053	5/1/2014	G-00168	545.00
SHER DEN REALTY INC	81055	5/1/2014	VARIOUS CLIENTS	4,476.00
SHIRLEY, NANCY S.	81056	5/1/2014	G-00836	800.00
SKYLINE WESTWOOD MANOR LTD	81074	5/1/2014	G-01073	137.00
SMITH, MARK A.	81057	5/1/2014	G-00072	399.00
SOUTHERN URBANE PROPERTIES, LLC	81058	5/1/2014	G-00584	366.00
SOUTHWEST MANAGEMENT	81059	5/1/2014	VARIOUS CLIENTS	3,118.00
SOUTHWEST MANAGEMENT	81171	5/15/2014	G-00880	740.00
ST.AMOUR, AARON	80941	5/1/2014	G-01152	75.00
STANLEY, JUDY F.	81061	5/1/2014	G-00884	398.00
STEEPLE CHASE FARMS SUMMIT, LP	81062	5/1/2014	VARIOUS CLIENTS	6,025.00
Stephen's Structural	81063	5/1/2014	G-01285	348.00
STERZER, DALE P	81145	5/1/2014	VARIOUS CLIENTS	2,479.00
STOLL, JOEL	81065	5/1/2014	G-01043	499.00
STREAM GAS & ELECTRIC LTD	81064	5/1/2014	VARIOUS CLIENTS	214.00
SUDDERTH, JACK W.	81146	5/1/2014	F-00221	235.00
SUDDERTH, JOE T.	81147	5/1/2014	F-00725	349.00
SWOVELAND, MARK	81066	5/1/2014	G-01271	897.00

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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
T-PAG LLC	81068	5/1/2014	VARIOUS CLIENTS	1,307.00
T-PAG LLC	81172	5/15/2014	G-0131	559.00
TAUBE, RICHARD P.	81067	5/1/2014	G-00052	683.00
TEXOMA COUNCIL OF GOVERNMENTS	80940	5/1/2014	ADMIN CHRGS 4/1	14,849.70
TEXOMA COUNCIL OF GOVERNMENTS	81159	5/6/2014	Escrow Payment	2,114.00
TEXOMA COUNCIL OF GOVERNMENTS	81160	5/15/2014	ADMIN CHARGES 4/16-4/30/14	14,077.17
TEXOMA HOUSING PARTNERS	81148	5/1/2014	VARIOUS CLIENTS	449.00
TIP, TENG	81149	5/1/2014	F-00420	526.00
TXU ELECTRIC	81069	5/1/2014	VARIOUS CLIENTS	437.22
UNDERWOOD, BILLY MACK	81150	5/1/2014	VARIOUS CLIENTS	747.00
VICKREY, CHRIS A.	81039	5/1/2014	G-01250	560.00
VILLAS OF SHERMAN LIMITED	81070	5/1/2014	VARIOUS CLIENTS	3,710.00
W&W RENTAL PROPERTIES, LLC	81077	5/1/2014	G-01015	343.00
WARDEN, LINDON	81151	5/1/2014	F-00801	614.00
WATERFORD APTS LTD	81071	5/1/2014	G-00104	89.00
WATSON, MICHAEL L.	81072	5/1/2014	VARIOUS CLIENTS	697.00
WEEDEN, SUE G.	81073	5/1/2014	G-00038	146.00
WILLIAMS, MYRTIS BRENEK	81152	5/1/2014	F-00476	500.00
WILSON CHILDRENS TRUST UTD 5/26/06	81075	5/1/2014	G-00555	319.00
WINDSCAPE APARTMENTS, LTD.	81076	5/1/2014	G-00996	404.00
WOOD, KIDNEY WILLIAM	81121	5/1/2014	F-00152	135.00
WOODARD, JAMES R.	81153	5/1/2014	F-00514	40.00
YOUNG, JENNIFER LYN	81001	5/1/2014	VARIOUS CLIENTS	2,370.00
YOUNG, JENNIFER LYN	81164	5/15/2014	G-01305	767.00
ZIPPER, CHARLES E.	81078	5/1/2014	G-01033	940.00

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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
AFLAC	81048	5/8/2014	ACCT #MZ685	1,160.53
AIR EVAC EMS INC.	80982	5/1/2014	1 YR MEMBERSHIP	2,750.00
ALERT RESPONSE INC.	81280	5/22/2014	INV DTD 5/1/14	242.42
ALL AMERICAN FLAG POLE	81031	5/8/2014	INV 1387	140.00
AMBIT TEXAS, LLC	81185	5/15/2014	CEAP UTILITIES	2,540.44
AMBIT TEXAS, LLC	81296	5/22/2014	CEAP UTILITIES	345.90
AT&T	80979	5/1/2014	9406681858 6164	235.92
AT&T	80984	5/1/2014	MONTHLY PAYMENT	247.11
AT&T	80985	5/1/2014	MONTHLY PAYMENT	3.27
AT&T	81205	5/15/2014	21491733521328	1,303.11
AT&T MOBILITY	81061	5/8/2014	ACCT 3705	2,329.93
AT&T MOBILITY	81211	5/15/2014	ACCT 6622	75.98
ATMOS ENERGY	81189	5/15/2014	CEAP UTILITIES	4,168.67
ATMOS ENERGY	81299	5/22/2014	CEAP UTILITIES	2,337.95
ATMOS ENERGY CO	81311	5/22/2014	#303191 7997	2,260.15
AYERS, LINDA	80987	5/1/2014	STRIPEND	80.75
AYERS, LINDA	80988	5/1/2014	STRIPEND	71.35
AYERS, LINDA	81256	5/15/2014	STIPEND	69.60
AYERS, LINDA	81264	5/15/2014	STIPEND	105.40
BACKFLOW SOLUTIONS	81312	5/22/2014	INV 1389	100.00
BAGBY ELEVATOR COMPANY INC.	81269	5/22/2014	INV 158940	334.57
BARBARA DUNLAP	81375	5/30/2014	HOTEL/PER DIEM	788.00
BARTLETT, SHAWNEE	81030	5/8/2014	TRAVEL EXPENSE	53.11
BDA ADMINISTRATORS	81277	5/22/2014	MOOP 5/30/14	2,905.46
BEST IMAGES SYSTEMS INC.	81034	5/8/2014	INV 10882475	641.92
BINGHAM, RAYLEEN	DD000...	5/15/2014	travel expense	164.98
BONHAM HOUSING AUTHORITY	81289	5/22/2014	CEAP UTILITIES	58.00
BOOKER, PATSY	80989	5/1/2014	STRIPEND	189.60
BOOKER, PATSY	81227	5/15/2014	STIPEND	208.00
BOOTH, HOLLY	DD000...	5/8/2014	TRAVEL EXPENSE	124.30
BOOTH, HOLLY	DD000...	5/30/2014	HOTEL/PER DIEM	0.00
BOOTH, HOLLY	81376	5/30/2014	HOTEL/PER DIEM	788.00
BOUNCE ENERGY INC.	81187	5/15/2014	CEAP UTILITIES	255.12
BOUNCE ENERGY INC.	81297	5/22/2014	CEAP UTILITIES	139.59
BRACKEEN, RUBY	80990	5/1/2014	STRIPEND	165.76
BRACKEEN, RUBY	81247	5/15/2014	STIPEND	169.60
BRAY KAREN	81201	5/15/2014	TRAVEL EXPENSE	546.26
BROWN, FREDDIE	80991	5/1/2014	STRIPEND	136.60
BROWN, FREDDIE	81257	5/15/2014	STIPEND	121.00
BUNCH, RUBY	80992	5/1/2014	STRIPEND	118.85
BUNCH, RUBY	81248	5/15/2014	STIPEND	106.80
CALSHERM PARTNERS LP/ SHERMAN O...	81307	5/22/2014	CEAP UTILITIES	91.92
CAMERON, FRANCES	80993	5/1/2014	STRIPEND	158.60
CAMERON, FRANCES	81258	5/15/2014	STIPEND	152.20
CARR, TERRY	81207	5/15/2014	TRAVEL EXPENSE	411.32
CHASE MASTER CARD	81262	5/15/2014	ACCT 8911	297.73
CHASE MASTER CARD	81263	5/15/2014	ACCT 8911	123.22
CIMA COMPANIES INC	81046	5/8/2014	INSURANCE RENEWAL	456.27
CIMA COMPANIES INC	81047	5/8/2014	INSURANCE RENEWAL	2,413.00
CIRRO GROUP INC.	81182	5/15/2014	CEAP UTILITIES	93.82
CIRRO GROUP INC.	81294	5/22/2014	CEAP UTILITIES	96.76
CITY OF SHERMAN	81216	5/15/2014	ACCT 6003	454.84
CITY OF SHERMAN	81253	5/15/2014	PARK RENTAL FEE	80.00
CITY OF WHITESBORO	81178	5/15/2014	CEAP UTILITIES	148.34

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CITY OF WHITESBORO	81290	5/22/2014	CEAP UTILITIES	577.28
CLAYTON, MAE	80994	5/1/2014	STRIPEND	204.93
CLAYTON, MAE	81249	5/15/2014	STIPEND	199.59
COLEY, ALICE E.	80995	5/1/2014	STRIPEND	108.65
COLEY, ALICE E.	81228	5/15/2014	STIPEND	125.15
COLEY, CHARLES	80996	5/1/2014	STRIPEND	122.65
COLEY, CHARLES	80997	5/1/2014	STRIPEND	63.60
COLEY, CHARLES	81229	5/15/2014	STIPEND	108.65
COLEY, CHARLES	81230	5/15/2014	STIPEND	63.60
CONEY, VIRGIE	80998	5/1/2014	STRIPEND	194.50
CONEY, VIRGIE	81231	5/15/2014	STIPEND	197.85
CONNECT DFW	81022	5/5/2014	EMPLOYEE APPRECIATION	120.00
CONNER, JUDY	81236	5/15/2014	TRAVEL EXPENSE	168.63
COOKE COUNTY ELECTRIC CO-OP	81193	5/15/2014	CEAP UTILITIES	465.31
COOKE COUNTY ELECTRIC CO-OP	81303	5/22/2014	CEAP UTILITIES	328.68
CROSS, TOMMIE	80999	5/1/2014	STRIPEND	183.10
CROSS, TOMMIE	81244	5/15/2014	STIPEND	213.75
CULPEPPER PLBG & A/C INC.	80968	5/1/2014	INV#2407	450.82
CUMMINGS, TAM	81270	5/22/2014	SPEAKER REIMB.	678.91
CUNNINGHAM, BUDDY / CUNNINGHAM ...	81019	5/1/2014	HOUSE: AMBER VANNOY, COLLINSVILLE, TX	3,812.85
CUNNINGHAM, BUDDY / CUNNINGHAM ...	81062	5/8/2014	WAP PAYMENT	4,291.40
CUNNINGHAM, BUDDY / CUNNINGHAM ...	81219	5/15/2014	A. CROUSE	425.00
CUNNINGHAM, BUDDY / CUNNINGHAM ...	81223	5/15/2014	WAP	6,226.60
DAVIDSON, STEPHANIE	81203	5/15/2014	TRAVEL EXPENSE	961.34
DDDS PARTNERSHIP	81055	5/8/2014	RESPITE CARE	78.00
DE LAGE LANDEN	81035	5/8/2014	INV 41137594	290.95
DEBORAH S. HERRON O.D.	80976	5/1/2014	36254;36243	446.00
DEBORAH S. HERRON O.D.	81172	5/15/2014	36452	223.00
DEPARTMENT OF INFORMATION RES	81025	5/8/2014	14030390N	8,208.94
DIRECT ENERGY	81184	5/15/2014	CEAP UTILITIES	190.00
DIRECT ENERGY	81295	5/22/2014	CEAP UTILITIES	1,426.46
EGGAR, ELIZABETH	80977	5/1/2014	TRAVEL EXPENSE	341.76
EGGAR, ELIZABETH	81176	5/15/2014	TRAVEL EXPENSE	137.29
EGGAR, ELIZABETH	81254	5/15/2014	TRAVEL EXPENSE	111.81
EGNER D.D.S, PAMELA S.	81027	5/8/2014	4270	1,400.00
EGNER D.D.S, PAMELA S.	81042	5/8/2014	4681; 4268	2,800.00
EGNER D.D.S, PAMELA S.	81237	5/15/2014	4254	1,400.00
EGNER D.D.S, PAMELA S.	81282	5/22/2014	71;76;84;85	5,600.00
ELLIS, RANDY	81054	5/8/2014	TRAVEL EXPENSE	105.00
ENDERBY GAS INC	81304	5/22/2014	CEAP UTILITIES	610.81
ENTERPRISE RENT-A-CAR	80970	5/1/2014	76FXQP	320.30
ENTRUST ENERGY INC.	81195	5/15/2014	CEAP UTILITIES	133.61
ENTRUST ENERGY INC.	81308	5/22/2014	CEAP UTILITIES	614.66
FANNIN CO ELECTRIC CO-OP INC	81194	5/15/2014	CEAP UTILITIES	3,189.61
FANNIN CO ELECTRIC CO-OP INC	81305	5/22/2014	CEAP UTILITIES	405.75
FEAGLEY, EVA	81000	5/1/2014	STRIPEND	212.93
FEAGLEY, EVA	81250	5/15/2014	STIPEND	210.50
FIELDS, MARY LOU	81001	5/1/2014	STRIPEND	119.48
FIELDS, MARY LOU	81245	5/15/2014	STIPEND	122.60
FIRST CHOICE POWER	81179	5/15/2014	CEAP UTILITIES	1,449.01
FIRST CHOICE POWER	81291	5/22/2014	CEAP UTILITIES	1,115.39
FLORES JR., JOHNNY	81225	5/15/2014	WAP	2,725.00
FUGETT, SHARON	81002	5/1/2014	STRIPEND	124.19

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FUGETT, SHARON	81232	5/15/2014	STIPEND	61.88
FULCRUM RETAIL ENERGY LLC.	81306	5/22/2014	CEAP UTILITIES	147.42
FULLYLOVE, JUDY	81045	5/8/2014	TRAVEL EXPENSE	12.58
FULLYLOVE, JUDY	81221	5/15/2014	TRAVEL EXPENSE	75.14
GEORGE, CAROLYN	DD000...	5/8/2014	TRAVEL EXPENSE	48.59
GEXA ENERGY LP	81186	5/15/2014	CEAP UTILITIES	458.24
GOLDSTON, SANDRA	DD000...	5/1/2014	STRIPEND	192.48
GOLDSTON, SANDRA	DD000...	5/15/2014	STIPEND	197.25
GRANDY'S	81044	5/8/2014	RECOGNITION BANQUET	1,592.50
GRAYSON COUNTY COLLEGE	81177	5/15/2014	CSBG CS	2,800.00
GRAYSON COUNTY HABITAT FOR HUM...	81261	5/15/2014	HABITAT DONATION	215.87
GRAYSON PRO TECH INC.	81174	5/15/2014	INV #149064	36.00
GRAYSON-COLLIN ELECTRIC	81191	5/15/2014	CEAP UTILITIES	2,659.15
GRAYSON-COLLIN ELECTRIC	81301	5/22/2014	CEAP UTILITIES	1,397.85
GREAT WESTERN DINING SERVICE INC.	81239	5/15/2014	CONFERENCE LUNCHEON	700.00
GREEN MOUNTAIN ENERGY CO.	81180	5/15/2014	CEAP UTILITIES	1,867.27
GREEN MOUNTAIN ENERGY CO.	81292	5/22/2014	CEAP UTILITIES	119.69
HALIBURTON ANITA	81276	5/22/2014	AIRS CONFERENCE	993.56
HAMILTON, MARY	81003	5/1/2014	STRIPEND	165.63
HAMILTON, MARY	81259	5/15/2014	STIPEND	172.25
HANNAH'S FLORIST	81058	5/8/2014	INV 109028	49.50
HESTAND, VICKY	81041	5/8/2014	TRAVEL EXPENSE	113.57
HIGGINS-DURBIN, CARRIEJO	81038	5/8/2014	TRAVEL ADVANCE	410.00
HIGGINS-DURBIN, CARRIEJO	81217	5/15/2014	TRAVEL EXPENSE	477.86
INSITE STRATEGIST, LLC	80981	5/1/2014	TRAINING	2,937.00
INTERSTATE GAS SUPPLY, INC. / ACCE...	81197	5/15/2014	CEAP UTILITIES	52.84
J.P. EVERHART & CO., INC.	81243	5/15/2014	NOTARY	84.00
JOE KNOWS PROMOS LLC	80969	5/1/2014	PO 2699	796.25
JOHN ROBINSON	81275	5/22/2014	TRAVEL EXPENSE	120.00
JONES, MINDI	DD000...	5/22/2014	APR CELL PHONE	70.00
JORDON, MARY ALICE	81004	5/1/2014	STRIPEND	35.45
JORDON, MARY ALICE	81233	5/15/2014	STIPEND	65.60
JUST ENERGY TEXAS I CORP.	81190	5/15/2014	CEAP UTILITIES	1,637.15
JUST ENERGY TEXAS I CORP.	81300	5/22/2014	CEAP UTILITIES	284.79
KARAM, JANET	DD000...	5/8/2014	TRAVEL EXPENSE	92.09
KREBS, MANDY	DD000...	5/8/2014	TRAVEL EXPENSE	113.57
LEAPING WARE	81238	5/15/2014	SUPPORT CONTRACT	225.00
LUPER, BARBARA	DD000...	5/1/2014	STRIPEND	91.43
LUPER, BARBARA	DD000...	5/15/2014	STIPEND	122.50
LUPER, GLORIA	81005	5/1/2014	STRIPEND	124.55
LUPER, GLORIA	81266	5/15/2014	STIPEND	111.30
MC KINNEY SECURITY SYSTEM	81029	5/8/2014	INV 8040	232.50
MC QUEEN, SUSIE	81057	5/8/2014	TRAVEL EXPENSE	87.58
MCCRAW OIL CO. INC	81183	5/15/2014	CEAP UTILITIES	714.50
MCCULLOUGH, DORIS	81006	5/1/2014	STRIPEND	205.73
MCCULLOUGH, DORIS	81234	5/15/2014	STIPEND	212.88
MILLER, INA	81028	5/8/2014	TRAVEL EXPENSE	234.47
MILLER, INA	81272	5/22/2014	TRAVEL EXPENSE	208.49
MONARCH UTILITIES, INC.	81202	5/15/2014	UTILITIES	80.00
MONTGOMERY COUNTY HOSPITAL DIS...	81209	5/15/2014	TCOG EMD SERVICE	1,170.00
MORAVEC, MICHAEL E.	81267	5/20/2014	PO 45182	3,291.13
MORAVEC, MICHAEL E.	81313	5/27/2014	PO 45182	529.05
MORRISON, DANNY LEE	81196	5/15/2014	CEAP UTILITIES	959.80
MUENSTER TELEPHONE CORP OF TX	81059	5/8/2014	BUS70000049	440.46

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MURRAY, MARIAN	81007	5/1/2014	STRIPEND	159.00
MURRAY, MARIAN	81251	5/15/2014	STIPEND	174.90
NATIONAL DAIRY COUNCIL	80978	5/1/2014	FOOD MODEL KIT	56.77
NATIONAL DAIRY COUNCIL	81198	5/15/2014	CEAP UTILITITES	0.00
NAUTILUS SPORT CENTER	81049	5/8/2014	APRIL DUES	181.45
NETSPAN CORPORATION FOREMOST ...	81208	5/15/2014	ACCT 7800	78.00
NORTON, SEAN	DD000...	5/8/2014	TRAVEL EXPENSE	57.56
OFFICE MAX INCORPORATED	81240	5/15/2014	INV 523164	1,199.60
OFFICE OF ATTORNEY GENERAL	81051	5/8/2014	CHILD SUPPORT	871.44
OFFICE OF ATTORNEY GENERAL	81286	5/22/2014	CHILD SUPPORT	871.44
OWEN, IMOGENE	81008	5/1/2014	STRIPEND	140.85
OWEN, IMOGENE	81235	5/15/2014	STIPEND	146.00
PERRY, RATA	81009	5/1/2014	STRIPEND	48.38
PERRY, RATA	81252	5/15/2014	STIPEND	125.58
PHELPS, LOIS	81010	5/1/2014	STRIPEND	175.70
PHELPS, LOIS	81260	5/15/2014	STIPEND	193.00
PINEYWOODS HOSPITALITY LTD.	81288	5/22/2014	INV #668	329.56
PRE-PAID LEGAL SERVICES INC.	81052	5/8/2014	GROUP#0142305	237.35
PRESTON, MARGARET	DD000...	5/1/2014	STRIPEND	185.55
PRESTON, MARGARET	DD000...	5/15/2014	STIPEND	76.40
PROSTAR SERVICES INC.	81171	5/15/2014	INV # 679852	210.71
PUBLICDATA.COM.AI LTD	81204	5/15/2014	20140501	9.95
QUILL CORPORATION	81039	5/8/2014	INV 2176431	76.64
QUILL CORPORATION	81175	5/15/2014	C5773423	251.00
RATLIFF, JILL	81214	5/15/2014	ALZ RESPITE CARE - INSTITUTIONAL	677.86
RELIANT ENERGY	81181	5/15/2014	CEAP UTILITIES	1,079.92
RELIANT ENERGY	81293	5/22/2014	CEAP UTILITIES	1,483.92
RESULTS ENVIRONMENTAL PEST MAN...	80975	5/1/2014	INV 215756	55.00
RHODES, VIRGINIA	81037	5/8/2014	TRAVEL EXPENSE	153.32
RIDEOUT, DALE	80967	5/1/2014	STIPEND	8.95
RIDEOUT, DALE	81011	5/1/2014	STRIPEND	17.90
RIDEOUT, DALE	81021	5/1/2014	STIPEND	158.45
RIDEOUT, DALE	81065	5/15/2014	STRIPEND	17.90
RIDEOUT, DALE	81173	5/15/2014	STIPEND	171.40
ROBERTS, JENNIE	81215	5/15/2014	TRAVEL EXPENSE	110.18
SAMS CLUB DIRECT	81020	5/1/2014	040255440 5035	547.40
SCHMITZ, MICHAEL	DD000...	5/15/2014	TRAVEL EXPENSE	132.72
SEAMSTER, BARBARA	81012	5/1/2014	STRIPEND	117.90
SEAMSTER, BARBARA	81246	5/15/2014	STIPEND	131.00
SINOR, MELINDA	81285	5/22/2014	TRAVEL EXPENSE	39.55
SLOAN, STACEE	81200	5/15/2014	CELL PHONE REIMB	70.00
SMITH, DELANO	81199	5/15/2014	TRAVEL EXPENSE	165.54
SPG ENERGY GROUP LLC	81265	5/15/2014	CEAP UTILITIES	1,000.00
SPRINT	81310	5/22/2014	INV #E911-210197	2,209.86
SRADER, MICHAEL CHARLES	81218	5/15/2014	WAP	8,600.00
SRADER, MICHAEL CHARLES	81224	5/15/2014	WAP	9,578.45
STAPLES BUSINESS ADVANTAGE	80971	5/1/2014	SUPPLIES	52.91
STREAM GAS & ELECTRIC LTD	81188	5/15/2014	CEAP UTILITIES	943.03
STREAM GAS & ELECTRIC LTD	81298	5/22/2014	CEAP UTILITIES	588.62
SWANG & ASSOCIATES INC. DBA HOME...	81212	5/15/2014	RESPITE-IN-HOME	456.00
T-MOBILE USA, INC.	81210	5/15/2014	INV 6037	990.00
TATE, THERESA	81013	5/1/2014	STRIPEND	221.63
TATE, THERESA	81165	5/15/2014	STRIPEND	224.50
TEXAS A&M UNIVERSITY	81023	5/6/2014	GRADUATION FEE	40.00

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TEXAS ASSOCIATION OF REGIONAL	80986	5/1/2014	INV 14FM-023	1,250.00
TEXOMA AREA PARATRANSIT SYSTEM	81271	5/22/2014	FGP TRANSPORTATION	440.00
TEXOMA AREA PARATRANSIT SYSTEM	81283	5/22/2014	APR2014TCOG	63.00
TEXOMA COUNCIL OF GOVERNMENTS	81213	5/15/2014	ALZ RESPITE CARE - INSTITUTIONAL	200.00
TEXOMA COUNCIL OF GOVERNMENTS	81222	5/15/2014	WAP MATERIAL	216.00
TEXOMA COUNCIL OF GOVERNMENTS	81255	5/15/2014	STIPEND	0.00
TEXOMA COUNCIL OF GOVERNMENTS	81273	5/22/2014	TRAVEL EXPENSE	1,250.91
TEXOMA COUNCIL OF GOVERNMENTS	81274	5/22/2014	TRAVEL EXPENSE	113.57
TEXOMA PRINT SERVICES	81287	5/22/2014	INV #42278	90.56
THOMAS JOHN KENNEDY OF TEXAS DD...	80974	5/1/2014	0763;3810;3809	4,045.00
THOMAS JOHN KENNEDY OF TEXAS DD...	80980	5/1/2014	5559	1,400.00
THOMAS JOHN KENNEDY OF TEXAS DD...	81026	5/8/2014	15885	904.00
THOMAS JOHN KENNEDY OF TEXAS DD...	81032	5/8/2014	23960	1,320.00
THOMAS JOHN KENNEDY OF TEXAS DD...	81281	5/22/2014	12882	695.00
TML-IEBP	DD000...	5/28/2014	GROUP PTEXOMCO-5/31/14	42,273.98
TOWNSEND, LINDA	81014	5/1/2014	STRIPEND	70.00
TOWNSEND, LINDA	81166	5/15/2014	STRIPEND	104.73
TRENTON LPG GAS CO INC	81043	5/8/2014	TRAVEL EXPENSE	0.00
TRI COUNTY SENIOR NUTRITION	80983	5/1/2014	WAREHOUSE RENTAL 1/1/14-12/31/14	1,500.00
TRI COUNTY SENIOR NUTRITION	81024	5/8/2014	TITLE III C1 & C2 MEALS REIMBURSEMENT	27,466.26
TRIEAGLE ENERGY LP	81309	5/22/2014	CEAP UTILITIES	66.11
TXU ELECTRIC	81192	5/15/2014	CEAP UTILITIES	8,414.94
TXU ELECTRIC	81302	5/22/2014	CEAP UTILITIES	5,688.61
U S POST OFFICE	81242	5/15/2014	BUSINESS REPLY POSTAGE	500.00
UNITED WAY OF GRAYSON COUNTY	81053	5/8/2014	CONTRIBUTIONS	93.30
UNITED WAY OF GREATER HOUSTON	81206	5/15/2014	INV 0414	500.00
UNUM LIFE INSURANCE	81050	5/8/2014	05783570014	964.88
VERIZON CONFERENCING	81241	5/15/2014	ACCT 4653 X26	49.62
VERIZON SOUTHWEST	80972	5/1/2014	ACCT 10561028835125 6702	166.35
VERIZON SOUTHWEST	80973	5/1/2014	ACCT 10561028115125 7908	598.06
VERIZON SOUTHWEST	81033	5/8/2014	ACCT 6400	121.65
VERIZON SOUTHWEST	81036	5/8/2014	ACCT # 5710	2,458.84
VERIZON SOUTHWEST	81060	5/8/2014	ACCT 0404	4,499.16
VERIZON SOUTHWEST	81278	5/22/2014	ACCT # 0300	166.73
VERIZON SOUTHWEST	81279	5/22/2014	ACCT 9310	100.60
VERIZON SOUTHWEST	81284	5/22/2014	ACCT 7410	1,051.47
VOIGHT, NATHAN	81220	5/15/2014	TRAVEL EXPENSE	96.16
WALMART COMMUNITY /GEMB	81040	5/8/2014	ACCT 4272	27.12
WEBB, CATHERINE	81015	5/1/2014	STRIPEND	181.83
WEBB, CATHERINE	81167	5/15/2014	STRIPEND	213.75
WELCH, JAMES J.	81056	5/8/2014	CONTRACT LABOR	680.00
WHITE, FRANCES	81016	5/1/2014	STRIPEND	160.83
WHITE, FRANCES	81168	5/15/2014	STRIPEND	167.15
WILLIAMS, BARBARA	81017	5/1/2014	STRIPEND	212.00
WILLIAMS, BARBARA	81169	5/15/2014	STRIPEND	212.00
WILLIAMS, SANDRA	81018	5/1/2014	STRIPEND	193.40
WILLIAMS, SANDRA	81170	5/15/2014	STRIPEND	192.38
WILLKO CONSTRUCTION	81063	5/8/2014	WAP PAYMENT	5,325.00
WILLKO CONSTRUCTION	81064	5/8/2014	WAP PAYMENT	6,469.00
WILLKO CONSTRUCTION	81226	5/15/2014	WAP	4,775.00
WORKFORCE SOLUTIONS TEXOMA	81268	5/22/2014	INV RUFO502141	100.00
WYATT, RUTHIE	DD000...	5/1/2014	STRIPEND	201.40

TEXOMA COUNCIL OF GOVERNMENTS
Check/Voucher Register - LIABILITY LISTING
0111 - CASH IN BANK GENERAL CHASE
From 5/1/2014 Through 5/31/2014

Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
WYATT, RUTHIE	DD000...	5/15/2014	STRIPEND	212.00
Report Total				508,071.26



TO: TCOG Governing Board
THRU: Karen Bray, Aging Services Director *Kb*
FROM: Janet Karam, Benefits Counseling Program Manager *J*
DATE: June 13, 2014
RE: ADRC Grant FY 2014

RECOMMENDATION

Approve Business Proposal Response for new RFP initiated by Texas Health and Human Services Commission on behalf of the Department of Aging and Disability Services (DADS) for the establishment of the Aging and Disability Resource Center (ADRC) for Region 2.

BACKGROUND

TCOG's Area Agency on Aging's (AAA) Benefits Counselors assist persons 60+ with the day-to-day complexities of public benefits, including benefit awareness, eligibility determination, application process, and advocacy. This program also serves persons with disabilities who are Medicare beneficiaries.

DISCUSSION

Through TCOG's AAA, the ADRC will provide streamlined information and referral, in particular, to target populations, including: elderly persons, persons of all ages with disabilities, veterans and family caregivers seeking public and/or private long-term services and support (LTSS).

This streamlined approach is created through the establishment of a single point of entry via a central location. Primary goals of the ADRC involve improving access to accurate LTSS information and referral services through collaboration with major LTSS partners. Region 2 ADRC will improve LTSS accessibility, rebalance community efforts and provide person-centered care options as required by the federal government's Balanced Incentive Program (BIP). Centralized data collection and evaluation will improve state and local governments' ability to manage resources, improve efficiency and monitor program quality. The new RFP divides the State into eight ADRC regions. Region 2 includes: Grayson, Fannin, Cooke, Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River and Titus Counties.

BUDGET

ADRC's projected budget is \$106,659.

APPROVAL

A handwritten signature in black ink, reading "Stacey Sloan", written over a light blue rectangular background.

Stacey L. Sloan, Finance Director

A handwritten signature in black ink, reading "SMT", written over a light blue rectangular background.

Susan B. Thomas, PhD, Executive Director

Business Proposal Response Template

Directions: The Business Proposal must not exceed 25 pages in length (Arial, 11 point font). Additional pages will be removed and not included in the evaluation. Do not regurgitate the language in the solicitation. Responses should demonstrate a clear understanding of the required deliverables describing a unique and regionally appropriate solution to the proposed task. The following response template mirrors the headings in Section 2 of the solicitation document. Text that is quoted from the solicitation document appears in italics.

Scoring: Only free-text response items will be scored. All check boxes represent a contract requirement and are not negotiable. Failure to check any certification check box may result in this proposal being deemed incomplete. The responses will be scored for their completeness in addressing the requirement and questions.

Respondent Name: Texoma Council of Governments Area Agency on Aging

Proposed Service ADRC Region: 2

- ☒ By checking the box to the left, Contractor certifies that the following business proposal will address the needs of and ensure service provision to all counties that correspond with the selected ADRC region per section 1.4.2 of the solicitation document.
-

Part 1: ADRC Physical Location and Community Relationships

1. Hours of Operation and Minimum Staffing

Contractor shall provide at least one staff person available to receive walk-in clients between 8:00 a.m. and 5:00 p.m. in the local time zone (including 12:00 pm -1:00 pm). The staff person may have other duties, but Contractor walk-in clients must be at least one individual's first priority. This individual may be the same staff person as the individual assigned to answering ADRC phone calls. Contractor may use multiple part-time or volunteer staff to meet this requirement.

- ☒ By checking the box to the left, Contractor certifies agreement to the above statement.

2. Computer Equipment Requirements

Contractor must have a computer available for the public to use and complete the "Your Texas Benefits" application. The computer may be used by other staff members when not in use by the public.

- ☒ By checking the box to the left, Contractor certifies agreement to the above statement.

3. Community Relationships

- a. *Required ADRC partners include the local intellectual and developmental disability authority (LA), the area agency on aging (AAA), and DADS local office. Contractor must have a letter of commitment outlining a plan for ongoing coordination with all three entities.*

- ☒ By checking the box to the left, Contractor certifies that the required letters of commitment are included within Attachment E, per section 3.20.5 of the solicitation.

- b. Describe any additional community relationships pertinent to ADRC operations. Please indicate the role the partner will play in the ADRC and if the relationship is new or existing:

Strong, long-term collaborations exist between the Local Authorities, AAAs and DADS local offices Texoma and Ark-Tex regions. Similar partnership and commitment exist with the Department of Rehabilitation

Services (DARS), Texoma Area Paratransit System, Inc. (TAPS) and 2-1-1. All six entities are firmly committed to the establishment of ADRC Region 2.

TCC, Lakes Regional MHMR and Health Core – Local Authority, and DADS local services provide services to defined target populations that are integral parts of TCOG's ADRC Region 2 application.

DARS is committed as the ADRC's primary resource for employment services and works in conjunction with Texoma Workforce Center to provide vocational counseling and training, provide job placement and supported employment services, and to assess for communications and other assistive devices to support employment. Their services are offered to anyone of any age, race, sex or disability.

TCOG 2-1-1 is committed as the ADRC's source for the regional resource database that will be used primarily to identify available services and providers in our region. 2-1-1 will also provide staff support in the ADRC operation and incorporate 2-1-1 training and skills into the ADRC operation. TCOG 2-1-1 takes information and referral calls from all individuals regardless of their age, ethnicity, gender, disability or any other criteria and refers them to the people and agencies that can best meet their social service needs. The inclusion of 2-1-1 assistance in the ADRC is a natural fit for the ADRC operation and ensures a seamless transition in the integration of enhanced information and referral services.

Similarly, strong partnerships exist with Cooke and Grayson County United Way, Texoma Area Paratransit System (TAPS), DARS, Senior Centers, Grayson College, Section 8, Energy Assistance and Public Housing and over 60 critical pathway providers. The traditional target populations of aging individuals, individuals with or without disabilities, and individuals with mental health issues are clearly served. In addition, family caregivers, veterans, children and youth with disabilities, and Non-Medicaid eligible clients are also served.

Due to the fact that TCOG's 2-1-1 and AAA are housed within the same building, TCOG is strategically placed to strengthen collaboration with 2-1-1 to meet ADRC requirements to streamline access to critical pathway providers. Utilizing ADRC funds, TCOG will subcontract with West Central COG United Way in order to extend enhanced IR&A access to ADRC Region 2 through their instance. This contractual agreement will enable the creation of a Texas ADRC portal by which ADRC staff, contracted 2-1-1 IR&A and core partners may log into in order to work within a form-set developed by DADS and/or the ADRC. Additionally, 2-1-1 will provide resource database maintenance, aging and disabilities information, and enhanced IR&A training to ADRC staff and partner agencies.

As lead agency for ADRC Region 2, TCOG brings 60 critical pathway partners of Texoma Care Transition Coalition, including five regional hospitals to the ADRC network. In 2011, TCOG's AAA established its role as key facilitator in care coordination to increase opportunities for people who are at risk of institutionalization to live in the community following hospitalization.

TCOG has an existing Money Follows the Person (MFP) program, co-managed by Section 8 and AAA that can readily be absorbed by the ADRC and strengthened through additional funding and utilization of a Housing Navigator. TCOG's Section 8 program currently has five housing vouchers for MFP participants. Through collaboration with North Central AAA, TCOG's MFP provides alternatives to institutional care via person-centered transition support from skilled nursing facility to community.

Adult Protective Services and TCOG AAA staffs collaborate to assist the region's most vulnerable consumers. Proposed Region 2 ADRC staff has acquired skills to provide online referrals through the APS Abuse Hotline on consumers' behalf. APS case managers and AAA staff work together on a regular basis to streamline services for shared consumers.

TCOG is subcontracted by Maximus to coordinate training, education and enrollment events for STAR and STAR+PLUS recipients through coordinated efforts within the region. TCOG has also developed partnerships with Humana and Cigna, the two primary Managed Care Organizations for ADRC target populations in the Texoma portion of the ADRC region.

Grayson Home Health participates with in TCOG-coordinated events and the Texoma Care Transition Coalition. Grayson Home Health has over 12 years of experience with tele-health technology and has been successful in obtaining advanced technology in order to advance communication consumers and provider networks.

Grayson College (GC) has served on the AAA Advisory Council for over 3 years, collaborating with TCOG's AAA for the Regional Caregiver Conference for the past 2 years to provide professional and family caregiver training. GC provides CEU's to Social Workers, clinicians and other professionals who work with ADRC Region 2's target populations.

TCOG's Section 8 Housing Program has thrived over the last thirty three-years under the same roof with the AAA, 2-1-1 and Public Housing Program, allowing the streamlining of services for consumers with multiple needs. Homeless veterans are also assisted through TCOG's HUD-Veterans Affairs Supportive Housing (HUD-VASH) program which combines Housing Choice Voucher (HCV) rental assistance. The program provides case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating Veterans at VA medical centers (VAMCs) and community-based outreach clinics. The program is designed to improve each veteran's medical and mental health, and to enhance each veteran's ability to remain stable, housed and integrated in their local community.

TCOG's Family Self-Sufficiency Program provides Section 8 Housing Choice Voucher (HCV) consumers with resources designed to assist families with the goal of achieving self- sufficiency. Program participants establish goals geared toward increasing household income and enhancing educational and vocational skills.

VA North Texas Heath Care System's (VANTHCS) Medical Foster Home (MFH) program has recently expanded to Texoma counties and provides personal care in private homes for eligible veterans with disabilities who require skilled nursing facility level of care with safe, therapeutic environments in which eligible Veterans may live. The MFH program provides an alternative to institutionalized long-term care by providing health care in a home-care setting. Reciprocal referrals and cross-trainings occur between VANTHCS and TCOG.

TCOG's Public Housing Program provides over 500 units of affordable housing to low-income families in the 18 cities participating in the Texoma Housing Partners Consortium. TCOG has background and expertise in place to successfully launch the Housing Navigator Program.

United Way and TCOG collaboratively support and serve ADRC target populations in Cooke and Grayson Counties to increase the communities' understanding of human needs and provide resources to meet those needs. United Way collaborates with TCOG on multiple events, activities and sits on TCOG's AAA advisory board.

Senior Centers partner with numerous TCOG programs region-wide in the coordination of outreach, community events, mutually providing warm referrals for consumers and family caregivers who might otherwise fall through the cracks. These efforts will extend to the Ark-Tex region.

The Greater Dallas Alzheimer's Association (GDAA) partners with TCOG's AAA in serving Alzheimer's/Dementia clients through education, support groups, and respite programs. This collaboration will expand to the Ark-Tex region.

- c. *Contractor must have dispute resolution guidelines, procedures and rules in place for differences related to the ADRC amongst partners. ADRC shall notify DADS in writing of any ADRC-related dispute and final outcome within 14 business days of the agreed upon resolution.*

Briefly describe the proposed process for dispute resolution:

Texas Region 2 ADRC Dispute Resolution Agreement

All major partners of the Texas Regions 2 ADRC agree that if a dispute arises between the Texoma Council of Government (lead agency of the Texas Region 2 ADRC), partnering agencies/organizations in the ADRC,

members of the ADRC Executive Oversight Board, or representatives appointed to the ADRC Advisory Committee, every effort will be directed to resolve the dispute in a business-like and professional manner with sensitivity and consideration of all parties involved including thoughtful and thorough analysis of the matter.

1. Dispute between any of the five major ADRC parties.
 - a. If resolution is achieved and no impact on the operations of the ADRC is affected, no further action is required.
 - b. If resolution is achieved and it does impact the operations of the ADRC, the other major parties of the ADRC are to be notified and agreement must be achieved or it is escalated to the ADRC Executive Oversight Board for their action.
2. Discussion between members of the ADRC Executive Oversight Board.
 - a. If resolution is achieved, no further action is required.
 - b. If resolution is not achieved, the dispute is escalated to mediation.
 - c. ADRC Executive Oversight Board will select a neutral 3rd party mediator from the Heart of Texas region that is knowledgeable about the subject matter.
 - d. ADRC Executive Oversight Board advises the ADRC Advisory Committee of the situation for their information at their next quarterly meeting.
3. Mediation will be used to resolve the dispute.
 - a. If resolution is achieved and the Executive Oversight Board is in agreement, no further action is required.
 - b. If resolution is not achieved, the dispute is escalated to arbitration.
 - c. ADRC Executive Oversight Board will select a neutral 3rd party arbiter from the Heart of Texas region that is knowledgeable about the subject matter.
 - d. ADRC Executive Oversight Board advises the ADRC Advisory Committee of the situation for their information at their next quarterly meeting.
4. Arbitration will be used to resolve the dispute.
 - a. The arbiter will interview the parties of the dispute, ascertain the facts to the best of their understanding, and render a binding decision to be complied with by all parties.
 - b. ADRC Executive Oversight Board advises the ADRC Advisory Committee of the binding decision from arbitration for their information at their next quarterly meeting.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration procedures as outlined above for the duration of the contract or agreement.

Arbitration of disputes will be accomplished subject to the following conditions:

1. There may be no requirements for transcripts of the proceedings; however, a written opinion of the arbiters will be provided to all parties.
2. There will be no formal discovery; however, the ADRC Executive Oversight Board or the ADRC Advisory Committee may request relevant documents of the dispute between the partners disputing.
3. The arbiter is to be selected by the ADRC Executive Oversight Board from the Heart of Texas community based on their knowledge of the subject matter.
4. The decision of the arbiter will be final and enforceable by the Texoma Region 2 ADRC to assure services continue uninterrupted.
5. All major parties to the ADRC will comply with the decision of the arbiter.

For clarification purposes the ADRC Executive Oversight Board has full authority over the ADRC and the ADRC Advisory Committee serves solely as an advisory committee to the Executive Oversight Board and has no binding or enforceable authority.

4. ADRC Local Advisory Group

Contractor must establish or designate a local advisory group to assist in the development and implementation of the ADRC. The advisory group must include individuals representing all target populations served by the ADRC, as well as partner agencies, service providers, and other stakeholders. Target populations to be served by ADRCs must include older individuals and individuals with intellectual disabilities,

cognitive and developmental disabilities, physical disabilities, chronic diseases or conditions, family caregivers, veterans, families with children with special needs and other individuals planning for future long-term services and supports needs. ADRCs serve individuals of any income level.

- a. Describe the composition of the advisory group and the role the group and/or each group member will play in the operations of the ADRC. Include a statement explaining how the individual's qualifications relate to his or her role on the Advisory group:

The ADRC Region 2 Advisory Committee will be comprised of 21 people representing the aging and disability community in a variety of ways. Each county in the ADRC region will have representation on the committee.

Composition will include individuals representing the aging network, individuals with disabilities, both physical and mental challenges and currently navigate the resource system, family members of people with disabilities and individuals who actively serve in disability advocacy, a representative from the Veteran's support programs, and/or peer/family support networks, representatives of medical and non-medical long-term care services, caregivers and representatives of all target populations to be served by the ADRC.

Special groups of caregivers for people of any age, people who have disabilities and their primary caregivers, and those caring for children and youth with disabilities have the unique perspective of first-person evaluation of availability and effectiveness of resources and the ease in accessing appropriate resources. These representative groups will promote and support the person-directed functions of the ADRC Region 2. Non-profit and for-profit direct service providers will share perspectives in resource identification and development, best practices in collaboration between multiple service providers, and expertise in streamlining service access.

The Advisory Committee will serve to assist in the establishment of the single point of entry (POE) for ADRC Region 2 providing a mechanism for government agencies, nonprofits, for profits, educational institutions and businesses to fulfill a shared vision for long term care and to enhance service delivery.

The advisory committee supports project goals and helps ADRC staff identify goals and resources. Initial tasks include assessing the needs of the ADRC, evaluating its usefulness in the community and strategic planning. The ADRC Advisory Committee will be utilized to develop performance metrics for the success of each effort. Performance metrics will focus on key areas, including visibility and awareness, informed choice, consumer focus, access to services, efficiency, and effectiveness. The Advisory Committee will develop specific measures of success related to project goals by utilizing the input of potential ADRC consumers. In addition, the Texoma Care Transition Coalition will establish an affinity-subgroup of which one member will also participate in the ADRC Advisory Committee.

The ADRC Advisory Committee will:

- § Assess the long term care service (LTSS) delivery system in ADRC Region 2 by identifying entry points to the system and the manner by which LTSS consumers access services throughout the system;
- § Pinpoint emerging community LTSS needs based on gaps in service accessibility and availability, and develop strategies to respond to those needs;
- § Seek input from long term care stakeholders regarding changes in the community environment, legislation or regulations;
- § Serve as a catalyst to advance changes in the long term care system when modifications are required;
- § Evaluate ADRC Region 2 visibility, effectiveness, involvement in the community, and impact.

The following stakeholders and/or their designees will serve on the Advisory Committee:

- Karen Bray, Director, TCOG AAA
- Janet Karam, ADRC Project Coordinator, TCOG AAA

- o Diane McKinnon, Director, Ark-Tex AAA;
- o Yussuf Kalib, Region 3 Director, DADS;
- o Lance Duckworth, Region 4/5, DADS;
- o Sylvia Cave, Chief Operations Officer, TCC
- o Clara Connell, Local Authority Director, IDD, Lakes Regional MHMR Center
- o Hutch Calvert,
- o Tim Patton, Chief Operations Officer, TAPS
- o Kate Corder- Grayson College, Director of Continuing Education;
- o Dave Cortinas- Executive Director, Grayson County United Way;
- o Angie Hare- Executive Director, United Way of Cooke County;
- o Judy Fullylove – TCOG's 211 Program manager
- o Bill Shipp, Bonham City Manager,
- o Bob Rhoden Work Force Solutions Texoma
- o Carol A. Anderson Veterans Affairs
- o Tom McClure Veterans Affairs,
- o Charles Holcomb Vietnam Veterans of America Chapter 973,
- o Greg Pittman, Executive Director of Meals on Wheels of Texoma,
- o Tony Maddox Director TCC
- o Sherry Little – Home Hospice

Representatives from TxDOT will contribute to the success of the North Texas Regional Transportation Center and ADRC.

5. Community Outreach

Contractor must provide community education and awareness events about consumer directed services and options for community-based long term services and supports.

- a. Describe the experience the proposed ADRC staff has in providing education and awareness events. Do not put an individual's resume in the space below. The description should be a summation of relevant positions and/or experiences.

In 2012, Texoma AAA Director, Karen Bray, initiated the Care Transition Coalition for the Texoma region by developing strong linkages with critical pathway representatives. In addition, Karen successfully implemented a dental assistance program and established the Diabetic Education Program. She previously served as Director of four community fairs for employing persons with disabilities while serving on the Dallas Mayor's Committee for employing persons with disabilities for 5 years. She has over 15 years of experience in event promotion, marketing and development.

TCOG's AAA's Benefits Counseling Program Manager, Janet Karam, has developed strong, collaborative relationships with partners, consumers and stakeholders within the community, consistently demonstrating the leadership skills necessary to develop, implement and manage the ADRC Region 2. Janet coordinates community outreach programs that increase the number of consumers, partner organizations, providers and stakeholders provided with program information and referral sources. She has experience in event promotion, marketing and development. Her outreach efforts include: monthly televised news segments, newspaper interviews, press releases, enrollment events, community fair coordination, senior forum coordination, online marketing, blog posts on the organizational website and presentations to senior centers, board of directors and employer groups. Janet is Certified Benefits Counselor II and Long Term Care Ombudsman and has over 20 years combined of management or entrepreneurial experience. As a part of her undergraduate studies, she earned Certificates in Applied Gerontology and Rehabilitation Studies and will complete her Bachelor's degree in Public Affairs and Community Service fall 2015.

Judy Hunt, Texoma AAA's Information and Referral Specialist, is the community's information and referral expert for seniors, veterans and persons with disabilities having served on many community networking and outreach programs for 26 years. Having the experience of longevity serving the proposed ADRC's target populations, she has extensive knowledge of available resources and has substantial rapport with medical

and nonmedical critical pathway providers. Judy coordinates Texoma AAA's Hearing Aid Support Group, provides presentations at Senior Centers and networks with providers.

Bill McCormick is responsible for community outreach and Benefits Counseling in Fannin County and is Benefits Counselor II certified. He assists with the coordination of Partners in Education meetings, where information about community resources is disseminated. Bill provides back-up assistance to the Grayson County office whenever necessary. Bill will serve as an IR&A Specialist for TCOG's Fannin County Satellite Office. Bill will provide back-up support and serve ADRC Region 2 walk-in clients for Fannin County.

- b. How will the ADRC ensure that individuals from all counties within the ADRC region have access to education and outreach events?

Building upon AAA experience, ADRC staff and subcontractors will provide information in clear formats for consumers in both rural and populous communities, reaching the widest possible audience of providers, advocates, caregivers and consumers through the utilization of a varied marketing approach. ADRC staff will publicize services and events through presentations at various venues, news and social media, participation in health and senior fairs and cross-trainings with community partners.

Proposed ADRC staff has experience increasing consumer access to information and services through the utilization of various means of cost effective marketing to AAA and ADRC overlapping target populations. ADRC staff will also educate providers, family members and other caregivers. ADRC staff utilizes public service announcements through newspapers, news release, television or radio, presentations, website and various forms of social media to promote outreach activities and program services.

The proposed ADRC staff will ensure branded and professional representation of Region 2 ADRC at all times. ADRC staff will pursue and secure new partnerships to maximize outreach and education opportunities that educate individuals in need of LTSS to ADRC Region 2 services.

As part of TCOG's strategic plan, all program managers provide outreach for TCOG services. TCOG has established strong relationships with local media groups and regularly publishes press releases, public service, media announcements and social media posts. Additionally, all ADRC Region 2 partners have agreed to collaborate in the provision outreach and education events and activities.

Social media is a dynamic component of TCOG's 2014 awareness campaign and will be integrated with ADRC Region 2's marketing plan, thereby reaching clients and their families in order to promote available services. The ADRC will utilize social and electronic media to enhance traditional print and in-person marketing strategies.

TCOG publishes three sourcebooks:

- Senior Sourcebook- a directory of important services, programs, resources and opportunities available to seniors, family caregivers and persons with disabilities throughout the Tri-County area. This is also a great resource for health care and social service professionals. Services include information and referral, case management, nutrition, in-home services, counseling, legal service referral, home repair, and day health care/respite with an emphasis on ease of access and a "no wrong door" referral system. This publication has provided the community with a complete network of resources for over 15 years;
- Summertastic- featuring over 150 summer activities throughout the region for youth;
- Veterans Sourcebook- a specialized guide that serves as a tool for veterans, caregivers, families and professionals regarding resources available for veterans and their families.

- c. Develop a plan for how the ADRC will create formal linkages with major critical pathway healthcare professionals i.e., hospitals and physicians groups, to assist individuals as they transition from one care setting to another. Please note any existing linkages.

The Texoma Care Transition Coalition has grown to include over 60 linkages with major critical pathway healthcare professionals since its inception in 2012, including administrators from all 5 area hospitals. Coalition members also include physicians, behavioral health facilities, home health agencies, hospices, pharmacies, SNF's, LTC facilities, ALF's, rehabilitation centers, public health facilities and transportation. The coalition has affinity/sub-groups reporting back to the Coalition, an additional affinity/sub-group will be created for the ADRC Region 2. Texoma AAA serves area hospitals with the Coleman Model care transition program, and has 4 certified Care Transition Coaches on staff.

Through collaboration with medical critical pathway providers to long term services and supports, Region 2 ADRC is well-positioned to intervene in the hospital discharge planning process in order to promote a person-centered discharge and transition processes. By integrating options counseling into critical pathway settings, Region 2 ADRC can objectively discuss the range of alternative services and settings available to consumers and family caregivers. TML, the Coalition's QIO, has named the Texoma Care Transition Coalition as a model for the state and country due to its strong linkages with major critical pathways. ADRC Region 2 will continue to expand the Care Transition Coalition to increase opportunities for formal linkages region-wide.

6. Performance Metrics: ADRC Location and Community Relationships

Contractor shall provide *the number of community education and public awareness events or activities about options for community-based long term services and supports.*

☒ By checking the box to the left, Contractor certifies agreement to the above statement.

Part 2: Maintenance of an ADRC Phone Line

1. Hours of Operation and Minimum Staffing

Contractor shall provide at least one staff person dedicated to answering the ADRC phone line during the hours of operation identified in section 2.1.1. The staff person may have other duties, but the ADRC line must be at least one individual's first priority. This individual may be the same staff person as the individual receiving walk-in clients. Contractor may use multiple part-time or volunteer staff to meet this requirement.

☒ By checking the box to the left, Contractor certifies agreement to the above statement.

2. Dedicated Phone Line

- a. *Contractor shall maintain at least one phone line that is exclusively dedicated to calls from the ADRC toll free line. An additional phone line must be available to direct calls to a voicemail system when other phone lines are in use (i.e. the caller should never receive a busy signal).*

☒ By checking the box to the left, Contractor certifies agreement to the above statement.

3. Minimum Service Provision on the Dedicated Line

Contractor shall use the dedicated line(s) to provide information and referral and the LTSS screen. Callers requiring Information and Referral or the LTSS screen may not be transferred; the individual answering the phone shall have the ability to provide these services at the time of call receipt. Contractor may schedule an appointment or transfer the call to another line to provide other ADRC services.

☒ By checking the box to the left, Contractor certifies agreement to the above statement.

4. Call Rolling or Call Transferring

Contractor shall not transfer the responsibility of answering calls received through the ADRC toll free line to other entities without a subcontracting agreement in place. Contractor must submit the name of the potential subcontractor and the plan to ensure the subcontractor meets the requirements of the contract to DADS Access and Intake Staff for approval.

☒ By checking the box to the left, Contractor certifies agreement to the above statement.

5. Voice Mail Termination

Contractor shall maintain a voice mailbox dedicated to the ADRC toll free line. The voicemail message shall state the name of the ADRC and shall not include the name of an individual. Calls shall terminate in the voicemail only during non-business hours and in lieu of the caller receiving a busy signal. All messages in the voice mail box shall be returned the following business day. DADS reserves the right to determine the voicemail system message script.

☒ By checking the box to the left, Contractor certifies agreement to the above statement.

6. Call Volume Contingency

If the call volume increases to a level that Contractor cannot return voicemails by the following business day, or if the Contractor fails to meet performance metric target outlined in 2.4.2 of the solicitation for ten consecutive business days, Contractor must notify DADS staff and Contractor must provide an additional phone line and staff person to handle the call volume until a time when the ADRC can show call volume has decreased to a level manageable by the reduced staff size. Contractor shall have the additional phone line and staff person in place within one month.

☒ By checking the box to the left, Contractor certifies agreement to the above statement.

7. Performance Metrics: Maintenance of an ADRC Phone Line

2) The Contractor meets the DADS preference for phone calls terminating with a live representative as opposed to terminating to a voice mail or other electronic answering system.

This metric requires the contractor to track and report data regarding the percent of calls terminating at the ADRC answered by a live staff person. Describe the method(s) for collecting and ensuring the accuracy of the data:

ADRC Region 2 will subcontract 2-1-1 to answer the state-level 2-1-1 line and to track and report data pertaining to call details. Calls roll-over until the call is answered ensuring 80% of calls are answered by a live person.

Part 3: Provision of Information and Referral

1. Contractor Database

Contractor must have access to a resource database(s) that provides information regarding service providers and services that assist the ADRC target population and maintain current and accurate information in order to connect our clients with needed or wanted services.

- a. Describe the resource database the ADRC will use and the process for updating listings. If the Contractor intends to contract for the database service a letter of commitment indicating the intent to enter into a formalized agreement or the formal contractual agreement must be included in Attachment E. Include a breakdown of the number of resources available by county in the ADRC region. Describe any private-pay or sliding scale resources included within the database. Indicate the availability of family caregiver's, children's and veteran's resources within the database.

Texoma ADRC and 2-1-1, which are co-located in the main TCOG building, will work together in fulfillment of professional standards to ensure that consumers receive the information they need to meet their needs. The Texoma ADRC will utilize the 2-1-1 resource database which provides information about long-term supports, caregiver's, children's and veteran's resources in the service area. Texoma 2-1-1 has a full-time Data Management Specialist whose primary responsibility is to maintain current and accurate information for the resource database.

It is the policy of the Texoma 2-1-1 that all resource files are maintained by the Resource Manager. The AIC Director also has supervisory access to the database.

Data is entered from the Texoma 2-1-1 Database Inclusion Forms, Agency Data and Program Information, which are signed and dated. Data may also be entered from agency pamphlets, correspondence from the agencies listed in the database, or public website information. Data may also be entered from the Texoma 2-1-1 Database Correction Form.

All agency forms and information from which data is entered will be kept for a minimum of two years, unless replacement information is submitted. All resource files in the database are reviewed and updated annually on a rolling basis depending upon the previous year's formal update date. Agency and Program Database Update forms are distributed by mail, email or fax for verification and/or program changes.

The resource database, CommunityOs is a proprietary computerized system utilizing the VisionLink software. Computerization allows I&R specialists to easily search resource database to provide thorough and quick search for inquiry. Uploads of the local resource database to the state website, provide the ability for public database search locally and statewide. There are currently 306 agencies in the 2-1-1 Texas database providing resources to target populations in Cooke, Fannin, and Grayson Counties.

2-1-1 will bring a proven web-based client level case management system to the Texoma ADRC. Both 2-1-1s will make warm referrals to ADRC Region 2. 2-1-1 Texoma will enable customization of the ADRC web content management system, user licenses, and training for all the ADRC partners. ADRC staff can also access the 2-1-1 Texas resource database from the state website to provide referrals for services. TCOG's 2-1-1 enjoys strong collaboration relationship with all AICs throughout Texas. These collaborative relationships will enable Texoma ADRC to readily expand linkages for coverage throughout ADRC Region 2.

- b. Contractor will gather and manage individuals' personal and health information in a way that ensures confidentiality. The individual-level data will be used to track intake, needs assessment, service plans, utilization, referrals between agencies, and costs. The management information system will support ongoing program analysis, planning, budgeting, quality assurance, program evaluation, federal reporting requirements and continuous improvement, as well as state and local policy development.

☒ By checking the box to the left, Contractor certifies agreement to the above statement.

2. Ensuring the Appropriateness of the Information and Referral

3) Contractor must develop a system for monitoring the quality of the Information and Referral service. The plan for monitoring the quality must be submitted to DADS staff for approval on an annual basis. Contractor must be able to indicate the quality of the Information and Referral provided to veterans and provided to children and youth as a component of the performance monitoring plan.

- a. Describe the key components of the monitoring plan. Be sure to include a component related to services for family caregivers, veterans and children. At a minimum, identify the risk mitigated by each component and how the component will be implemented.

The ADRC will provide enhanced information and referral to elderly persons, persons of all ages with disabilities, veterans and family caregivers seeking long term services and support. This enhanced

information and referral will include specific information about programs and services consumers may be eligible to receive. The ADRC will work with their disability partners to ensure that individuals are referred to the appropriate entity and that system navigation difficulties are minimized.

2-1-1 and ADRC Region 2 management staff will co-monitor the quality of the I & R service by administering quality assurance surveys; keeping resource database and resource materials accurate and up-to-date; following the resource database inclusion/exclusion policy; providing outreach/decision support for the private pay population; using peer support in staff meetings to improve quality of service delivery; ensuring that policies or expectations for follow-up, home visits, timeliness, accessibility, privacy and other quality standards are met.

- b. Contractor shall implement the use of person-centered thinking and participant-directed service concepts and methodologies. The contractor will encourage this approach among partner agencies through cross-training and participate in state-level trainings as prescribed.

☒ By checking the box to the left, Contractor certifies agreement to the above statement (b).

3. Community Based Organization

HHSC is partnering with community based-organizations to help people learn how they can get the most out of the HHSC online eligibility portal, YourTexasBenefits.com. Contractor must be a community partner within six months of the initiation of any resulting contract.

☒ By checking the box to the left, Contractor certifies agreement to the above statement (b).

4. Performance Metrics: Provision of Information and Referral

Contractor shall develop a target and collect data related to the ADRCs provide appropriate information referrals to all individuals. (The contractor must develop a system for monitoring the quality of the Information and Referral service.)

State the ADRCs proposed performance metrics related to providing appropriate information referrals to all individuals. Include information related to targets and remedies if targets are not met.

Utilizing a list of program and service specialists from all their partnering agencies, ADRC Region 2 staff, by 3-way transfer, warm referral or fax, will provide accurate referrals for multiple resources.

The ADRC performance will be tracked and measured by the following with a standard of performance and satisfaction at 80% or better:

- Percent of consumers who accessed I&R/A Core Service who report they received the information and assistance needed;
- Percent of people who accessed the ADRC in a crisis situation (AIRS Standards) who received immediate attention and a warm transfer to the appropriate agency;
- The I&R service shall be prepared to assess and meet the immediate, short-term needs of inquirers who are experiencing a crisis and contact the I&R service for assistance. Included is assistance for individuals threatening suicide, homicide or assault; suicide survivors; victims of domestic abuse or other forms of violence, child abuse/neglect or elder/dependent adult abuse/neglect; sexual assault survivors; runaway youth; people experiencing a psychiatric emergency; chemically dependent people in crisis; survivors of a traumatic death; and others in distress;
- Ratio of complaints that the website is hard to navigate to total website visits;
- Number of complaints that the information in the database was incomplete, inaccurate, or out-of date to total hits on the database;
- Percent of consumers who accessed the ADRC in person who report they were "satisfied" with the location, parking, hours of operation, and overall "atmosphere";
- Percent of consumers identified as needing follow-up, were followed up with by ADRC staff;
- Counseling who report they were given the information they needed to make informed

- decisions about long-term care;
- Percent of consumers who report their situation is stable or improved because of options counseling;
- Percent of consumers who report they were successfully linked to programs or benefits they were eligible or entitled to;
- Percent of consumers who received Options Counseling who report they were given the information they needed to make informed decisions about long-term care;
- Percent of consumers who report their situation is stable or improved because of options counseling;

Performance standards will be regularly monitored by the ADRC Advisory Committee with developed remedies in place.

Part 4: Administration of the Long Term Service and Support (LTSS) Screen

1. LTSS Screen Administration

Contractor must provide assistance with client access to streamlined eligibility determination for including assistance using the LTSS screen developed as part of the BIP at such time that the screen is made available for ADRC usage. Contractor will adhere to state, BIPs, and LTSS standards.

Contractor staff will be required to obtain specific training mandated by DADS.

☒ By checking the box to the left, Contractor certifies agreement to the above statement.

2. Ensuring Client Access to the Screen

When contacted by a client on the phone or in-person that presents with one of the LTSS screen criteria, Contractor will ensure the individual has a current LTSS screen completed in the LTSS system. See section 2.7.2 for additional information.

☒ By checking the box to the left, Contractor certifies agreement to the above statement.

3. Additional LTSS-Related Services

DADS anticipates the creation of a new ADRC service to be provided to clients who receive referrals to the ADRC from the LTSS screen. The Contractor shall provide additional LTSS-related services in accordance with the standards prescribed by DADS. The additional service will be related to offering and providing person-centered options planning to individuals referred to the ADRC. DADS will provide training to ADRC staff for any additional LTSS related services required through this contract.

☒ By checking the box to the left, Contractor certifies agreement to the above statement.

4. Referrals

Contractor will receive referrals from the ADRC system. Contractor must contact the client within five calendar days of receipt of the referral. Contractor must acknowledge receipt of the referral in the LTSS system within 15 calendar days.

☒ By checking the box to the left, Contractor certifies agreement to the above statement.

5. Quality Assurance

Contractor will develop a procedure for reviewing the calls to ensure individuals who meet the criteria receive the LTSS screen. Contractor will develop a performance metric(s) and provide DADS with quarterly updates. The metric(s) and procedure must be approved by DADS staff.

☒ By checking the box to the left, Contractor certifies agreement to the above statement.

6. Performance Metrics: Administration of the LTSS Screen

Contractor shall provide data and metrics indicating the *LTSS screen is provided to all individuals who meet the criteria*. The contractor will modify the metrics and targets at the request of DADS staff.

☒ By checking the box to the left, Contractor certifies agreement to the above statement.

Part 5: Service Provision to Special Populations

1. Resources for Special Populations

The Contractor must maintain a plan and resources to address the needs of individuals who fall into the following categories:

- *Family Caregivers;*
- *Veterans;*
- *Children and Youth with Disabilities; and,*
- *Non-Medicaid Eligible Clients.*

Please develop a comprehensive plan for ensuring these populations receive services. At a minimum, the plan should identify the ADRC region specific challenges and solutions that take into consideration local demographic data. Please indicate any resources that will be utilized to serve these populations.

The Texoma senior population is expected to grow at a rapid rate. Cooke, Grayson, and Fannin Counties have a higher percentage age of persons over age 60 (22%) and persons with disabilities (15.9%) than national averages. However, inadequate long term services and support (LTSS) exist in to meet the growing demand for such services. Lack of coordination between the various agencies and the distance of consumers from major critical healthcare pathways cause several barriers for the predominantly rural and impoverished populations.

Dramatic population growth of the elderly and persons with disabilities are reshaping ADRC Region 2 communities, intensifying the need for effective coordination of health and social services in the region. The growth of the older population, with particular emphasis on persons age 85 and over, will continue to create increased demand for community, in-home and institutional supports.

ADRC staff will link consumers with necessary services and supports, both public and private, via web-based, fax or three-way conference call referrals, to designated liaisons at partner agencies within the LTSS network through the Core partners will foster collaborative relationships with other agencies that provide LTSS to target populations and who will assist in locating services for consumers. Texas Region 2 ADRC will strive to create formal linkages with critical pathway providers in order to expand the existing Care Transition Coalition into the Ark-Tex region.

ADRC Region 2 staff will provide information on programs and services to individuals, family members and caregivers at critical junctures where decisions are made that often determine whether a person is admitted to a nursing home, remains in a nursing facility, or is transitioned back to their own home.

Core partners will:

- Collaborate with other agencies that provide supportive services to target populations and who will provide assistance in locating services for consumers;
- Jointly enter into agreements with collaborative partner agencies, which outline partner responsibilities;
- Establish liaisons from each partner agency who will serve as a contact person for making referrals and problem solving.

TAPS and TCOG are close collaborative partners in the proposed ADRC. TAPS effectively operates a wide range of transit vehicles in 7 counties in North Texas, as well as 1 county in Southern Oklahoma. TAPS

operates full service demand-response in the outlined service area, with an emphasis on safety, dependability and excellent customer service. In addition, TAPS currently operates connecting routes to the Northern Dallas transit service area hub and a host of fixed-route systems.

By operating non-emergency medical transportation, demand-response, and fixed route services, TAPS has developed the expertise and industry knowledge necessary to provide exemplary transit service to family caregivers, Veterans, children and youth with disabilities, and non-Medicaid clients.

To ensure that all can ride with TAPS Public Transit, the agency has modified its vehicles to accommodate riders with disabilities. Examples of modifications include the installation of extended ramps and wheelchair lifts on vehicles. In addition, TAPS has 3 Mobility Managers who coordinate transportation efforts with TCOG's AAA, DADS and local consumers with challenges. TAPS has a strong record of training its drivers to safely transport disabled passengers by ensuring their equipment is able to meet the needs of the elderly and disabled. TAPS has successfully served nearly 5,000 elderly and/or disabled customers in its seven county service area.

In addition, TAPS has demonstrated its commitment to the community through outreach and cooperation with other agencies that provide valuable services to our community. In partnering with agencies like the Vietnam Veterans Association, TAPS has been able to further tailor its transportation solutions to better serve those most in need. For example, TAPS is currently working to better address the needs of Veterans after a recent survey revealed that area Veterans are in need of more robust services to accommodate frequent, out-patient clinical trips.

TAPS has served on TCOG's AAA advisory board for 8 years. Karen Bray, TCOG's AAA director has served on TAPS transportation advisory committee for 3 years.

Resources for target populations ADRC Region 2 include:

Elderly Population Resources

- Senior Center activities and congregate meals;
- Meals on Wheels;
- Free public transit on fixed routes;
- Care Coordination;
- Money Management;
- Benefits Counseling;
- Dental assistance;
- Volunteerism;
- Training stipends;
- Lifelong Learning programs;
- Utility assistance;
- Homemaker services.

Caregiver Resources

- Support groups for caregivers of persons with:
 - Alzheimer's
 - Mental illness;
 - Stroke and heart disease;
- Professional and family caregiver training.

Children and Youth with Disabilities Resources

- After school and summer school programs,
- DADS programs for medically dependent children,
- Children's grief groups,
- Children advocacy organization,
- Mental health counseling and groups,

- Resource coordination groups,
- Early childhood intervention services,
- Children's rehabilitation,
- Waiver programs,
- Grandparents as parents support group,
- Rehabilitation programs;
- Assistive technology;
- Vocational programs;
- Child and adolescent services.

Veteran's Resources

- Mental health services;
- K-9 unit;
- Veterans Services Officers;
- State Veterans Home
- North Texas Health Care System
- Medical Foster Home
- Homeless veterans assistance
- Employment assistance

Resources for ADRC Region 2 derived from the 2-1-1 database:

Texoma resources include:

- 321 Agencies
- 422 Programs
- 491 Services

Ark-Tex resources include:

- 223 Agencies
- 303 Programs
- 473 Services

2. Training Requirements

Military Cultural Competence: Contractor shall ensure all staff have training in military cultural competence. The course shall provide an overview of military culture to include:

- *Organizational structure;*
- *Rank;*
- *Branches of service;*
- *Core values;*
- *Demographics; and,*
- *Similarities and differences between the Active and Reserve components.*

The aim of the course should be to assist civilian providers in better understanding, communicating and effectively interacting with Service members and their families.

Children and Youth with Disabilities: DADS reserves the right to add additional training requirements related to serving children, youth and their families.

Additional Trainings as Directed: Contractor will also participate in required trainings related to new projects, initiatives or additional quality improvement activities related to performance measures or new grant related deliverables.

- a. Thoroughly describe the proposed training resources for Military Cultural competence. Indicate if the training is in use by your organization currently and/or if it has been used successfully by other organizations. Indicate who or what organization developed the training.

ADRC staff will complete an accredited online Military Cultural Competence course and will earn CEUs upon completion. A course, like Relias' that is utilized by critical pathway providers, or an equivalent course will be provided to ADRC staff. The course is designed to provide knowledge regarding military culture so that professionals can understand, communicate, and effectively interact with service members and their families. Having basic knowledge regarding the values, structure, policies and expectations of the military can promote stronger rapport between veterans and service providers. The course teaches military rank structure, the branches of the service along with their missions and core values, active versus reserve status components, demographic characteristics and general deployment related terms. The course blends experiential exercises and self-study to provide the necessary tools for implementing the knowledge and is appropriate for clinicians and service providers.

- b. Fully describe the proposed training resources related to family caregivers, children or youth with disabilities or non-Medicaid eligible clients. Indicate if the training is in use by your organization currently and/or if it has been used successfully by other organizations. Indicate who or what organization developed the training.

Certified Gerontologist, Judy Conner, coordinates, designs and implements training resources related to both family caregivers and caregiver professionals. Judy, TCOG AAA's Caregiver Program Manager for the past 12 years, trains Parkinson's, Alzheimer's and Grandparents as Parents support group facilitators and also facilitates groups herself. Additionally, Judy initiated and coordinates Texoma's Annual Caregiver Conference in collaboration with local and state professionals to provide two tracks of training. The professional track provides Continuing Education credits to social workers, nurses and other professional caregivers, and the family caregiver track brings information and tools to empower, educate and support caregivers.

Children or Youth with Disabilities- DADS and Texoma Community Center will coordinate and provide training for professionals working with children and youth with disabilities to ADRC staff and partners. The curriculum will be based on similar trainings designed and utilized by DADS, Region 3, ADRC administrators, and Continuing Education Credits will be provided.

Texas ADRC Region 2 will establish formal relationships with community clinics, Department of Health indigent health programs and community-based organizations to assist non-Medicaid eligible consumers and provide option counseling so that these consumers can make informed choices based on available resources.

3. Performance Metrics: Service Provision to Special Populations

Contractor shall produce performance metric data specifically for family caregivers, veterans, children or youth with disabilities, and non-Medicaid eligible clients served by the ADRC for all performance metrics included in this solicitation.

- ☒ By checking the box to the left, Contractor certifies agreement to the above statement.

Part 6: Additional ADRC Readiness Information

Describe below any additional information about your ADRC structure, program development or deliverable which conveys your community's vision for providing ADRC services. Please add only information which was not captured in the previous required elements of this response template.

Beginning August, 2015, the ADRC Region 2 will be housed in the new North Texas Regional Transportation Center. This center is designed to be a hub not only for various modes of transportation (cars, buses, vans, etc.), but also for a number of key social services. Thus, in addition to housing the ADRC, the North Texas Regional Transportation Service will serve as the headquarters for Texoma Area Paratransit System, Inc.

(TAPS), the Master Planning Organization, local VFW office, the Vietnam Veterans of America, the HHSC, and EMS.

By bringing all of these organizations together, the region hopes to establish an easily accessible, one-stop shop for area residents who require a variety of mobility, social, and health services. With TAPS supplying reliable and efficient transportation to and from the center, all residents, particularly those who are elderly and/or disabled, will be able to reach necessary services with unprecedented ease.

In designing and constructing this hub, TAPS, which has served as the lead agency on the project, has focused on three key factors:

1. Ease of Use: The hub should be easily discernible to residents and visitors, and simple to navigate
2. Accessibility: Connections within the hub should be designed for people of all abilities, with a special focus on waiting facilities that are comfortable for the elderly and disabled
3. Connectivity: The hub should connect as many agencies and organizations with daily transportation functions as possible

The North Texas Regional Transportation Center will also provide the region with a host of training and certification opportunities. It will expand TAPS' partnership with the Goodwill Ambassador program. It will serve as a teaching center for students who are participating in internship programs, as well as a regional training center for CPR, BLS and ASE mechanics certification.

The TAPS multimodal hub will harness a variety of transportation options, encouraging the public to seek alternatives to the automobile: clients will be able to securely park/station their cars, bicycles and motorcycles, ride both demand-response and fixed route buses, as well as transfer from one transit provider to another for long haul trips or our airport shuttle service. In addition, clients will have the chance to attend rider training sessions, increasing their understanding of the transportation options available to them.

As a major ADRC partner, the goal of TAPS is to consolidate efforts and better serve the community by joining together similar organizations with congruent goals in one centralized location. By designating TCOG as the ADRC awardee, the committee will undoubtedly improve the health, mobility, and well-being of area residents and make an invaluable contribution to the success of ADRC Region 2.

As a major partner of ADRC Region 2, TCC brings seven expansion projects via the Waiver 1115 that will increase and improve behavioral and medical health services. These projects will allow treatment beyond the Department of Health Services guidelines. It is anticipated that these services will impact 5,461 individuals in Grayson County alone.

The seven expansion projects include:

- Implementation of technology-assisted services to support, coordinate or deliver behavioral health services;
- Enhancement of service availability through a Licensed Substance Abuse Treatment Program;
- Enhancement of service availability through a new Counseling Program not limited by state-funded criteria;
- Enhancement of Performance Improvement and Reporting Capacity;
- Development of Care Management function that integrates primary and behavioral health needs of individuals;
- Design, implementation and evaluation of research-supported evidence-based interventions tailored toward individuals in a Community-Based Setting
- Redesign of Primary Care to increase efficiency and oriented care around the patient so the patient experience can be improved.

As was discussed above, TCOG's leadership role in Care Transition for the Care Transition Program, and the forward momentum of developments between TCOG and critical pathway providers paves the way for great expansion and progress.



TO: TCOG Governing Board
THRU: Karen Bray, Aging Services Director *KB*
FROM: Janet Karam, Benefits Counseling Program Manager
DATE: June 13, 2014
RE: MAXIMUS Subcontract Agreement

RECOMMENDATION

Ratify Executive Director's execution of subcontract agreement between MAXIMUS and TCOG's Area Agency on Aging (AAA).

BACKGROUND

TCOG's Area Agency on Aging's (AAA) Benefits Counselors assist persons 60+ with the day-to-day complexities of public benefits, including benefit awareness, eligibility determination, application process, and advocacy. This program also serves persons with disabilities who are Medicare beneficiaries.

DISCUSSION

The purpose of the contract between Maximus and TCOG's AAA is to collaboratively coordinate opportunities for persons with disabilities and the aged population to attend education/enrollment events for the STAR and STAR+Plus programs. Texoma's AAA will assist Maximus in the education and training services for the STAR and STAR+Plus programs in Grayson and Fannin Counties by scheduling, promoting and coordinating enrollment events.

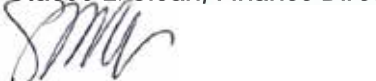
TCOG's AAA Advisory Council recommends approval of this action.

BUDGET

Based on Texoma AAA's performance target of a minimum of 20 target population attendees validated by sign-in sheets, Texoma AAA will be paid \$300 per event scheduled and conducted up to the performance target established by Maximus. An additional \$100 will be paid for each event at which the attendance exceeds the minimum 20 attendees.

APPROVAL


Stacey L. Sloan, Finance Director


Susan B. Thomas, PhD, Executive Director

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Agreement") dated June 1, 2014, ("Effective Date") is made by and between MAXIMUS, Inc., a Virginia corporation ("MAXIMUS") with a primary office located 1891 Metro Center Dr., Reston, Virginia 20190, and with Texoma Council of Governments ("Subcontractor"), with a primary office located at 1117 Gallagher Drive, Suite 200, Sherman, TX 75090, with reference to the following:

WHEREAS, MAXIMUS is engaged in the business of rendering consulting and program management services; and

WHEREAS, MAXIMUS and the State of Texas Health and Human Services Commission ("Client") have entered into the Enrollment Broker Operations and Texas Health Steps Outreach and Informing Agreement HHSC Contract No. 529-10-0005 (Enrollment Broker Services). The contract is referred to herein as the Prime Contract; and

WHEREAS, in connection therewith, MAXIMUS wishes to engage Subcontractor to perform certain outreach services in support of the Prime Contract; and

WHEREAS, Subcontractor is willing and able to render said services in accordance with the terms of this Agreement (including its Exhibits).

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Subcontractor's Services

Subcontractor agrees to render services to MAXIMUS in accordance with the Statement of Work attached hereto as **Exhibit 1** and incorporated by reference (the "Services"). Subcontractor shall submit periodic progress reports to MAXIMUS not less than once per month or as otherwise requested by MAXIMUS.

2. Payment Terms

- a. Compensation. In consideration of the Services, MAXIMUS shall pay Subcontractor in accordance the Payment Schedule attached hereto as **Exhibit 2** and incorporated by reference. Subcontractor agrees that the prices defined in **Exhibit 2** shall not increase during the term of this Agreement including any option year that may be exercised by the Client nor shall Subcontractor seek additional compensation.
- b. Manner of Payment. At the end of the contract term, Subcontractor shall prepare and submit to MAXIMUS one invoice showing the number of events scheduled and conducted and target attendance achieved at each event with such supporting documentation as may be required by MAXIMUS. MAXIMUS shall pay Subcontractor within forty-five (45) days after receipt and approval of the invoice and any required supporting documentation. MAXIMUS shall not be obligated to pay any portion of an "Improper Invoice" until such time the invoice is corrected. Invoices that are not submitted to MAXIMUS sixty (60) days after the end of the contract term, will not be paid. Payment is contingent upon Subcontractor submission of a completed W-9 Form.

3. Status as Independent Contractors

- a. General. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of either or both of the parties hereto. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein. Subcontractor assumes sole responsibility for determining the manner and means of performance hereunder.
- b. Ineligible for Employee Benefits. Subcontractor and its employees shall not be eligible for any benefit available to employees of MAXIMUS, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.
- c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Subcontractor under this Agreement. Subcontractor agrees to pay all state and federal taxes and other levies and charges as they become due on account of monies paid to Subcontractor hereunder, and to defend, indemnify and hold MAXIMUS harmless from and against any and all liability resulting from any failure to do so.

4. Term

This Agreement shall be effective as of the Effective Date and shall continue in effect through August 31, 2014.

5. Breach

A party shall be deemed to have breached this Agreement if any of the following occurs: failure to perform in accordance with any requirement, term or provision of this Agreement; (i) partial performance of any requirement term or provision of this Agreement; or (ii) any act prohibited or restricted by this Agreement, state or federal law, rule, or regulation; or (iii) violation of any warranty. For purposes of this Agreement, these items shall hereinafter be referred to as a "Breach."

6. Termination by MAXIMUS

- a. Termination for Convenience. MAXIMUS shall have the right to terminate this Agreement for convenience upon thirty (30) days' notice to Subcontractor.
- b. Termination for Breach. In the event of a Breach, MAXIMUS may terminate this Agreement, in whole or in part, consistent with the terms of Section 5. Subcontractor shall be notified of the termination in writing by MAXIMUS. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice will specify the effective date of termination, or that the Subcontractor shall cease operations under this Agreement in stages. MAXIMUS may terminate this Contract without waiver of any other remedy or damages available to it at law or at equity. The

~~Subcontractor shall be liable to MAXIMUS for any and all damages incurred by MAXIMUS and any and all expenses incurred by MAXIMUS which exceed the amount MAXIMUS would have paid Subcontractor under this Contract.~~

- (i) Notice and Cure. With respect to termination under this Section 6.b., Subcontractor shall have five business days to cure the Breach specified in the Termination Notice which cure period shall commence at the time specified in the Termination Notice.
- c. Immediate Termination. Notwithstanding anything to the contrary herein, MAXIMUS may terminate this Agreement immediately and without prior notice if
 - (i) the Prime Contract is terminated for any reason, or
 - (ii) the Client directs MAXIMUS to terminate the Subcontractor's services under this Agreement; or
 - (iii) Subcontractor violates any state or federal law, rule, or regulation; or
 - (iv) the Subcontractor declares bankruptcy or its financial status otherwise deteriorates.
- d. Compensation Upon Termination. MAXIMUS shall compensate Subcontractor for work satisfactorily performed up to the effective date of the termination less any amounts that are the subject of a good faith dispute. In no event, however, shall the amount payable to Subcontractor in connection with a termination exceed the total value of this Agreement as set forth on Exhibit 2.
- e. Termination of Services and Return of MAXIMUS Property. Upon the expiration or earlier termination of this Agreement, Subcontractor shall immediately terminate the services hereunder, and shall deliver promptly to MAXIMUS all property relating to the business, work and investigations of MAXIMUS.

7. Termination by Subcontractor for Breach

In the event of a Breach this Agreement by MAXIMUS, Subcontractor shall notify MAXIMUS in writing within 30 days of any Breach of contract by MAXIMUS. Said notice shall contain a description of the Breach. Failure by the Subcontractor to provide said written notice shall operate as an absolute waiver by the Subcontractor of MAXIMUS' Breach. In no event shall any Breach on the part of MAXIMUS excuse the Subcontractor from full performance under his Agreement. In the event of Breach by MAXIMUS, the Subcontractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Subcontractor to give MAXIMUS written notice and opportunity to cure as described herein operates as a waiver of MAXIMUS' Breach. Failure by the Subcontractor to file a claim before the appropriate forum in the Commonwealth of Virginia with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Subcontractor.

8. Standard of Performance

Subcontractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Subcontractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement. Subcontractor agrees to remove and replace any of its personnel who, in the sole judgment of MAXIMUS, are not performing their responsibilities at an acceptable level.

9. Client Interface

Subcontractor agrees that it will not engage in any communication with the Client regarding this Agreement, the Prime Contract, or any issues relating to those agreements outside the presence of MAXIMUS without the advance written consent of MAXIMUS.

10. Conflicts of Interest

Subcontractor warrants and represents that (i) the work hereunder will not create an actual or apparent conflict of interest with any other work it might perform, (ii) Subcontractor is not presently subject to any agreement with a competitor or potential competitor of MAXIMUS or with any other party that will prevent Subcontractor from performing in full accord with this Agreement and (iii) Subcontractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform the obligations under this Agreement. The parties agree that Subcontractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of services hereunder, and further provided that, without the prior consent of MAXIMUS, Subcontractor shall not accept other work with any competitor of MAXIMUS that creates a conflict of interest with MAXIMUS.

Subcontractor warrants and certifies that it is Independent and free of any conflict of interest as those terms are defined and/or used in 42 C.F.R 438.810 (the "Code") and shall immediately notify MAXIMUS of any actual failure or potential failure to strictly adhere to the Code. Should MAXIMUS reasonably determine that Subcontractor may be at risk of violating the Code or, by its acts or omissions, expose MAXIMUS to potential liability, claims, damages, penalties and/or costs, or lost business opportunities, this Agreement may be terminated immediately without prior written notice.

11. Proprietary Information

Subcontractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to MAXIMUS or the Client or Client managed program participants including, but not limited to, information concerning MAXIMUS, its operations, customers, business and financial condition, proprietary software and materials as well as information with respect to which MAXIMUS has an obligation to maintain confidentiality, including but not limited to personal health information protected by The Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 (collectively referred to herein as "Proprietary Information"). Subcontractor agrees not to disclose, directly or indirectly, to anyone, or to use or let others use, for any purpose whatsoever, any Proprietary Information, of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The Subcontractor also agrees not to use or disclose any Proprietary Information in violation of

~~securities or insider trading laws.~~ Subcontractor shall protect any and all Proprietary Information in its possession using the same standard of care it uses to protect its own confidential and proprietary information, but in no event less than a reasonable standard of care or that standard of care which may be required by law. Subcontractor further states that it will comply with all relevant provisions of 42 CFR Section 431, Subpart F, not already covered under other provisions of this Agreement and will execute the HIPAA Privacy Addendum attached hereto as **Exhibit 3** within five (5) business days of the date this Agreement is signed by MAXIMUS.

12. Non-solicitation

The parties agree that, during the term of this Agreement and for a period of two (2) years from the termination of this Agreement, neither party will solicit for employment or otherwise attempt to recruit any employees of the other party or its affiliates who were involved in the performance or direct oversight of this Agreement without the prior written consent of such party. However, nothing herein shall prohibit either party or any of its affiliates from employing an employee of the other party who responds to a public employment advertisement or who otherwise applies for employment directly, without solicitation or inducement by the hiring party or its affiliates. Subcontractor shall take reasonable steps to ensure that its employees and agents comply with the requirements of this section.

13. Indemnification

Subcontractor agrees to defend, indemnify and hold MAXIMUS from and against any and all claims, losses, liabilities, damages (including, without limitation, liquidated damages), and expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of (i) the acts or omissions of the Subcontractor, its employees, consultants, contractors, or agents, (ii) a breach by the Subcontractor of the terms and conditions of this Agreement, (iii) failure of subcontractor to perform its obligations consistent with the attached Statement of Work, or (iv) Subcontractor hereunder infringes any third party's patent, copyright or other intellectual property rights. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

Subcontractor agrees to indemnify, defend, and hold harmless the Client, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Subcontractor in the performance of this Agreement. The Client shall not provide such indemnification to the Subcontractor.

14. Insurance

Subcontractor shall be solely responsible for obtaining workers compensation insurance for its employees and agents and such other insurance as may be required by applicable laws.

15. LIMITATION OF LIABILITY

THE TOTAL LIABILITY OF MAXIMUS TO SUBCONTRACTOR FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE,

~~ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED FEES PAID TO SUBCONTRACTOR IN THE PREVIOUS YEAR.~~

IN NO EVENT SHALL MAXIMUS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS, (EVEN IF SUCH LOST REVENUE OR LOST PROFITS IS ULTIMATELY DETERMINED TO BE DIRECT DAMAGES), REPLACEMENT GOODS, LOSS OF TECHNOLOGY RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SOFTWARE OR ANY PORTION THEREOF REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT EVEN IF MAXIMUS HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ANY CLAIM BY SUBCONTRACTOR AGAINST MAXIMUS RELATING TO THIS AGREEMENT MUST BE MADE IN WRITING AND PRESENTED TO MAXIMUS WITHIN SIX (6) MONTHS AFTER THE DATE ON WHICH SUBCONTRACTOR COMPLETES PERFORMANCE OF THE SERVICES SPECIFIED IN THIS AGREEMENT.

16. Compliance

Subcontractor represents that it is not presently suspended or debarred or proposed for suspension or debarment by any government agency. Subcontractor agrees to comply with all federal, state and local statutes, regulations, ordinances and rules as well as any and all MAXIMUS policies and procedures relating, directly or indirectly, to Subcontractor's performance hereunder, including but not limited to all applicable laws pertaining to equal employment opportunity, insider trading, and procurement integrity. In the event this Agreement provides for any contingency fees or other such payments to Subcontractor, Subcontractor represents and warrants that it is not subject to any statute, regulation, ordinance or rule that would limit or prohibit such payment. In the event such contingency payment is restricted, the parties agree to renegotiate the terms of this Agreement to cause it to be compliant with all applicable laws or, failing to agree on mutually acceptable terms, to terminate this Agreement.

EEO Clause. This Subcontractor and its contractors shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

THE FOREGOING LANGUAGE MUST APPEAR IN ALL SUBCONTRACTS BETWEEN SUBCONTRACTOR AND ALL OF ITS CONTRACTORS AND AGENTS PROVIDING SERVICES IN SUPPORT OF THE PRIME CONTRACT. FAILURE TO ADHERE TO ANY PORTION OF THIS SECTION SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT RESULTING IN IMMEDIATE TERMINATION FOR CAUSE.

17. General Terms

- a. Survival. The provisions of this Agreement shall survive the expiration or earlier termination of this Agreement, to the extent necessary to give effect to such provisions. Such provisions include, but are not limited to Section 11 (Proprietary Information), Section 12 (Non-solicitation), Section 13 (Indemnification), Section 15 (Limitation of Liability), and Section 17 (General).
- b. Attorneys' Fees. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.
- c. Waiver, Modification and Amendment. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written agreement executed by all of the parties hereto.
- d. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to choice of law principles. The Subcontractor agrees that it will be subject to the exclusive jurisdiction of the courts of Fairfax County in the Commonwealth of Virginia in actions that may arise under this Agreement.
- e. Assignment; Subcontracting. Neither this Agreement nor any duties or obligations hereunder shall be assigned, transferred, or subcontracted by Subcontractor without the prior written approval of MAXIMUS, which approval may be withheld in the sole and absolute discretion of MAXIMUS.
- f. Notices. All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to the parties indicated below. Any notice sent by certified mail will be deemed to have been given five (5) business days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

For MAXIMUS:	For Subcontractor:
MAXIMUS, Inc. 4000 South IH 35 Austin, TX. 78704 ATTN : Melinda Metteauer 512-373-7334 (phone)	Susan B. Thomas, PhD Executive Director 1117 Gallagher Drive, Suite 200 Sherman, TX 75090 Phone: 903-813-3512 Email: sthomas@texoma.cog.tx.us

- g. Records and Inspections. Subcontractor shall maintain books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect the services rendered and funds expended in connection with this Agreement. All books, records, documents, or other materials associated with this Agreement shall be subject to reasonable inspection, review, or audit by MAXIMUS and/or the Client and their designees, during Subcontractor's

usual business hours and upon prior notice. Subcontractor shall retain all financial and other records pertaining to its work under this Agreement for five (5) years after the termination or expiration of this Agreement or the conclusion of any audit pertaining to this Agreement, whichever is later. Client, The US Department of Health and Human Services, and the agencies' designees, may evaluate through inspection or other means, the quality, appropriateness and timeliness of services performed under this Agreement.

h. Immigration Status Certification.

1) Immigration Reform and Control Act. Subcontractor certifies that it is in compliance, and will remain in compliance throughout the term of this Agreement, with the Immigration Reform and Control Act of 1986 with regard to all of Subcontractor's employees performing work in the United States, and does not knowingly employ persons in violation of the United States immigration laws.

2) E-Verify Program. By the date of the delivery of any product or the commencement of services hereunder, Subcontractor will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work under this Agreement.

Subcontractor will obtain these certifications from all second-tier subcontractors who will participate in the performance of this Agreement and shall maintain such second-tier subcontractor certifications for inspection by the Client if such inspection is requested

- i. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.
- j. Publicity. Neither party shall make any public announcement concerning this Agreement without the advance approval of the other party.
- k. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

MAXIMUS, Inc.

By: _____

Name: _____

Title: _____

Date: _____

SUBCONTRACTOR

By: 

Name: Susan B. Thomas PhD

Title: Executive Director

Date: 5/27/14

TIN:

Exhibit 1

Scope of Work

Community Based Organization Partner

Medicaid Managed Care Implementation

The purpose of this Scope of Work is to acquire the services of local Community Based Organizations, as directed by the Texas Health and Human Services Commission, to assist MAXIMUS in the education and training services for the STAR and STAR+Plus programs in the counties of **Cooke, Fannin, and Grayson**. Special focus for the populations to be served at scheduled education and training events for the STAR+Plus population are persons with disabilities and the aged population eligible to enroll in Medicaid Managed Care.

The scope of work includes the following services and deliverables:

Under the direction of MAXIMUS, the Subcontractor will:

- 1) Identify sites for holding education and enrollment events appropriate to educate and enroll STAR+Plus target populations in the designated service area
- 2) Schedule education/enrollment events in collaboration with MAXIMUS Regional Management for June, July and August 2014 in accordance with the Performance Targets for the assigned Service Area (noted below) and consideration given for geographic distribution and travel time for staffing resources.
- 3) Designate a contact person within the organization to serve as the primary contact and Agreement manager for communications with the MAXIMUS project coordinator and Regional Management staff.
- 4) Maintain and provide to MAXIMUS regional manager an up-to-date or revised schedule of all scheduled events using the MAXIMUS Enrollment Event Check List. (Format in packet)
- 5) Promote the scheduled education/enrollment events through established channels and community networks to help insure attendance at scheduled events
- 6) Recruit members of the target populations to participate in scheduled education/enrollment events during the implementation period
- 7) Schedule all events by June 30, 2014 to allow adequate time for publication
- 8) Provide a final project report due to the MAXIMUS regional manager by August 31, 2014, to include the following information:
 - All events held during the contract reporting period (June 1, 2014 – August 31, 2014)

• Copy of the sign-in sheets, if validated by MAXIMUS regional manager (MAXIMUS staff are responsible for collecting event sign-in sheets for regional manager signature and returning to the AAA for invoicing.)

- 9) As needed, collaborate with MAXIMUS to identify other community based organizations in the service area that serve the target populations to assist MAXIMUS in scheduling additional education/enrollment events during the implementation period

Agreement Timeline

The Agreement is effective for June 2014 and will terminate on August 31, 2014

Service Area Performance Target:

Meidcaid Rural Service Area (MRSA) Counties listed below

Cooke, Fannin and Grayson

Events will be scheduled between June 1 and August 18, 2014

Performance Targets:

Three (3) education/enrollment events

Exhibit 2

Agreement Amount/Method of Payment

Based on the Performance Targets for the designated Service area, the Subcontractor will be paid \$300 per event scheduled and conducted up to the Performance Target. An additional bonus of \$100 will be paid for each event at which the attendance exceeds 20 attendees based on validated sign-in sheets. Subcontractor shall submit one invoice at the end of the term of this Agreement.

EXHIBIT 3

HIPAA AND HITECH ACT BUSINESS ASSOCIATE CONSULTANT ADDENDUM

This HIPAA and HITECH Act Business Associate Consultant Addendum ("Addendum") supplements and is made a part of the Agreement (defined below) between MAXIMUS, Inc. ("MAXIMUS") and Texoma Council of Governments ("Subcontractor"), and is effective as of June 1, 2014, (the "Addendum Effective Date").

RECITALS

- A. WHEREAS, MAXIMUS functions as a Business Associate to certain Covered Entities and has contractual obligations to protect the privacy and security of Protected Health Information (defined below) received from such Covered Entities. MAXIMUS is also contractually required to pass such obligations on to its Subcontractor and agents.
- B. WHEREAS, MAXIMUS may disclose certain information to Subcontractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information.
- C. WHEREAS, MAXIMUS and Subcontractor intend to protect the privacy and provide for the security of PHI disclosed to Subcontractor pursuant to the Agreement in compliance with this Addendum, which is drafted to satisfy specific components of Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act (Division A, Title XIII and Division B, Title IV of Public L. 111-5) (which was part of the American Recovery and Reinvestment Act of 2009 ("ARRA") and relevant implement regulations, including the Privacy Rule (defined below), the Security Rule (defined below) and the Breach Notification Rule (defined below).
- D. WHEREAS, this Addendum replaces any existing Business Associate Agreement or other terms and conditions entered into or agreed upon by the parties governing their respective rights and obligations as a Covered Entity or Business Associate under HIPAA.

NOW THEREFORE, In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. DEFINITIONS.

- a. "Agreement" means the SUBCONTRACTOR AGREEMENT dated «Start_Date», between MAXIMUS and Subcontractor.
- b. "Breach" shall have the meaning given to such term in 45 C.F.R. § 164.402.
- c. "Breach Notification Rule" shall mean the interim final rule related to breach notification for unsecured protected health information at 45 C.F.R. Parts 160 and 164.
- d. "Business Associate" shall have the meaning given to such term in 45 C.F.R. § 160.103.

- e. "Covered Entity" shall have the meaning given to such term in 45 C.F.R. § 160.103.
- f. "Designated Record Set" shall have the meaning given to such term under the Privacy Rule at 45 C.F.R. § 164.501.
- g. "Electronic protected health information" or ("EPHI") shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. § 160.103.
- h. "Individual" shall have the meaning given to such term under the Privacy Rule at 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at codified 45 C.F.R. Parts 160 and Part 164, Subparts A and E.
- j. "Protected Health Information" or "PHI" shall have the meaning given to such term under the Privacy and Security Rules at 45 C.F.R. § 160.103, limited to the information created or received by Subcontractor from or on behalf of MAXIMUS, which MAXIMUS received from a Covered Entity.
- k. "Required by Law" shall have the meaning given to such term under the Privacy Rule at 45 C.F.R. § 164.103.
- l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 C.F.R. § 164 Subparts A and C.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- n. "Security Incident" shall have the meaning given to such phrase under the Security Rule at 45 C.F.R. § 164.304.
- o. "Unsecured PHI" shall have the meaning given to such phrase under the Breach Notification Rule at 45 C.F.R. § 164.402.
- p. Other terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security or Breach Notification Rules.

2. PRIVACY RULE PERMITTED USES AND DISCLOSURES OF SUBCONTRACTOR

- a. Permitted Uses and Disclosures of PHI. Except as provided in Paragraphs (b) and (c), below, Subcontractor may only use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, MAXIMUS as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by MAXIMUS (in its capacity as a Business Associate of a Covered Entity), including the minimum necessary requirement.
- b. Use for Management and Administration. Except as otherwise limited in this Addendum, Subcontractor pay, consistent with 45 C.F.R. § 164.504(e)(4), use Protected Health Information if necessary (i) for the proper management and

~~administration of Subcontractor or (ii) to carry out the legal responsibilities of Subcontractor.~~

- c. Disclosure for Management and Administration. Except as otherwise limited in this Addendum, Subcontractor may, consistent with 45 C.F.R. § 164.504(e)(4), disclose Protected Health Information for the proper management and administration of Subcontractor provided (i) the disclosure is Required by Law, or (ii) Subcontractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and that the person agrees to notify Subcontractor in writing of any instances of which it is aware in which the confidentiality of the information has been breached. Such written notification must be provided by Subcontractor to MAXIMUS within five (5) days of Subcontractor's receipt of such notice.

3. PRIVACY RULE AND HITECH ACT OBLIGATIONS OF SUBCONTRACTOR.

- a. Limitations on Disclosure. Subcontractor agrees to not use or disclose PHI other than as permitted or required by this Addendum or as Required by Law. Subcontractor shall not use or disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity, unless expressly permitted to do so pursuant to the Privacy Rule and this Addendum.
- b. Mitigation. Subcontractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Subcontractor of a use or disclosure of Protected Health Information in violation of the requirements of this Addendum. Subcontractor shall conduct all mitigation efforts as directed by MAXIMUS.
- c. Appropriate Safeguards. Subcontractor shall use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement and this Addendum or Required by Law. Subcontractor shall maintain an information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Subcontractor's operations and the nature and scope of its activities.
- d. Reporting of Improper Use or Disclosure. Subcontractor shall report to MAXIMUS in writing any use or disclosure of Protected Health Information not provided for by the Agreement and this Addendum within five (5) days of becoming aware of such use or disclosure.
- e. Subcontractor's Agents. Subcontractor shall ensure that any agent, including a subcontractor, to whom it provides any Protected Health Information agrees in writing to the same restrictions and conditions that apply through this Addendum to Subcontractor with respect to such Protected Health Information.
- f. Access to PHI. Subcontractor shall provide access, at the request of MAXIMUS, and in the time and manner designated by MAXIMUS, to Protected Health Information in a Designated Record Set, to MAXIMUS or, as directed by MAXIMUS, to a Covered Entity or an Individual in order to meet the requirements under the Privacy Rule at 45 C.F.R. § 164.524.

- g. Amendment of PHI. Subcontractor shall make any Protected Health Information contained in a Designated Record Set available to MAXIMUS (or a Covered Entity or Individual as directed by MAXIMUS) for purposes of amendment per 45 C.F.R. § 164.526. Subcontractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that MAXIMUS directs or agrees to pursuant to the Privacy Rule, at the request of MAXIMUS, and in the time and manner designated by MAXIMUS. If an Individual requests an amendment of Protected Health Information directly from Subcontractor or its agents or subcontractors, Subcontractor must notify MAXIMUS in writing within five (5) days of receiving such request. Any denial of amendment of Protected Health Information maintained by Subcontractor or its agents or subcontractors shall be the responsibility of MAXIMUS (in its capacity as a Business Associate to a Covered Entity).
- h. Accounting/Documentation of Disclosures. Subcontractor agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for MAXIMUS to respond to a request by an Individual (or a Covered Entity on behalf of an Individual) for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule at 45 C.F.R. § 164.528. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.
- i. Subcontractor agrees to provide to MAXIMUS (or a Covered Entity or an Individual if so directed by MAXIMUS), in the time and manner designated by MAXIMUS, information collected in accordance with this paragraph of this Addendum, to permit MAXIMUS (in its capacity as a Business Associate to a Covered Entity) to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule. In the event that the request for an accounting is delivered directly to Subcontractor or its agents or subcontractors, Subcontractor shall forward such request to MAXIMUS in writing within five (5) days of receipt of such request. It shall be MAXIMUS' responsibility to prepare and deliver any such accounting requested, to the extent a Covered Entity has delegated that responsibility to MAXIMUS.
- j. Retention of Protected Health Information. Notwithstanding Section 6(c) of this Addendum, Subcontractor and its subcontractors or agents shall retain all Protected Health Information throughout the term of the Agreement unless MAXIMUS directs return or destruction prior to the end of the agreement and shall continue to maintain the information required under Section 3(h) of this Addendum for a period of six (6) years after termination of the Agreement.
- k. Governmental Access to Records. Subcontractor shall make its internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Subcontractor on behalf of, MAXIMUS (in its capacity as a Business Associate to a Covered Entity) available to the Secretary and, at the request of the MAXIMUS, to the MAXIMUS, for purposes of the Secretary

~~determining compliance with the Privacy Rule by a Covered Entity that is serviced by MAXIMUS as a Business Associate.~~

- l. Minimum Necessary. Subcontractor (or its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, use or disclosure.
- m. HITECH Act Provisions. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable with respect to Covered Entities and which are also made applicable to MAXIMUS shall also be applicable to Subcontractor and are incorporated herein by reference. In the event the Secretary issues regulations that require specific modifications to business associate agreements related to these provisions, the parties agree to take such action as is necessary to amend this Addendum to meet the requirements of these provisions of the HITECH Act.

4. SECURITY RULE AND HITECH ACT OBLIGATIONS OF SUBCONTRACTOR

- a. Subcontractor Obligations. Subcontractor shall implement the requirements set forth in this Section 4 with regard to EPHI.
- b. Safeguards. Subcontractor shall have in place Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the EPHI that it creates, receives, maintains or transmits on behalf of MAXIMUS (in its capacity as a business associate to Covered Entities) pursuant to the Agreement. Also, 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316, which relate to security, shall apply to Subcontractor in the same manner that such sections apply to a Covered Entity.
- c. Subcontractors. Subcontractor shall ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- d. Security Incident/Breach Notification Reporting. Subcontractor shall report any Security Incident to MAXIMUS immediately, but no later than within 24 hours of becoming aware of such incident. Separate from the requirements related to Security Incident reporting, Subcontractor shall also make the reports set forth below in Section 5, related to a Breach of Unsecured PHI.
- e. HITECH Act Provisions. The additional requirements of Subtitle D of the HITECH Act that relate to security and that are made applicable with respect to Covered Entities and which are also made applicable to MAXIMUS shall be applicable to Subcontractor and are incorporated herein by reference. In the event the Secretary issues regulations that require specific modifications to business associate agreements related to these provisions, the parties agree to take such action as is necessary to amend this Addendum to meet the requirements of these provisions of the HITECH Act.

5. BREACH NOTIFICATION RULE (FEDERAL AND STATE) OBLIGATIONS OF SUBCONTRACTOR

a. HIPAA Breach Notification and Mitigation.

- i. Subcontractor shall implement reasonable systems for the discovery and prompt reporting to MAXIMUS of any Breach of Unsecured PHI.
- ii. Immediately following the Subcontractor's discovery of a Breach, or upon the Subcontractor's reasonable belief that a Breach has occurred, Subcontractor shall provide written notification, as required in Sections 5(a)(iv) of this Addendum, to MAXIMUS, unless Subcontractor is prevented from doing so pursuant to 45 C.F.R. §164.412.
- iii. For purposes of reporting a Breach to MAXIMUS, the discovery of a Breach shall occur as of the first day on which such Breach is known to the Subcontractor or, by exercising reasonable diligence, would have been known to or suspected by the Subcontractor. Subcontractor will be considered to have had knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known to any person (other than the person committing the Breach) who is an employee, officer or agent of the Subcontractor.
- iv. Immediately following the Subcontractor's discovery of a Breach (or upon the Subcontractor's reasonable belief or suspicion that a Breach has occurred), Subcontractor shall provide MAXIMUS with sufficient information to permit MAXIMUS (and the Covered Entity with which MAXIMUS has contracted) to comply with the Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) the Subcontractor, Subcontractor will provide to MAXIMUS all available information that a Covered Entity is required to include in its notification to the individual pursuant to the Breach Notification Rule, including but not limited to: (1) contact information for individuals who were or who may have been impacted by the Breach (e.g., first and last name, mailing address, street address, phone number, email address); (2) a brief description of the circumstances of the Breach, including the date of the Breach and date of discovery of the Breach; (3) a description of the types of unsecured PHI involved in the Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (4) a brief description of what the Subcontractor has done or is doing to investigate the Breach, mitigate harm to the individual impacted by the Breach, and protect against future Breaches; and (5) contact information for a liaison appointed by the Subcontractor with whom MAXIMUS may ask questions and learn additional information concerning the Breach. Following a Breach, Subcontractor will have a continuing duty to inform MAXIMUS of new information learned by Subcontractor regarding the Breach, including but not limited to the information described in items (1) through (5), above.
- v. Subcontractor shall: (1) cooperate and assist MAXIMUS with any investigation into any Breach or alleged Breach by Subcontractor; (2) cooperate

and assist MAXIMUS with any investigation into any Breach or alleged Breach conducted by any State Attorney General or State agency (or their respective agents); (3) comply with MAXIMUS determinations regarding MAXIMUS and Subcontractor's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the Breach; and (4) as directed by the MAXIMUS, assist with the implementation of any decision by MAXIMUS or any State agency, including any State Attorney General, or their respective agents, to notify individuals impacted or potentially impacted by a Breach.

b. Breach Notification and Mitigation Under Other Laws.

- i. In addition to the requirements of Section 5(a) of this Addendum, Subcontractor shall implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, MAXIMUS believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information.
- ii. Immediately following the Subcontractor's discovery of a State Breach, or upon the Subcontractor's reasonable belief that a State Breach has occurred, Subcontractor shall provide written notification, as required in Sections 5(a)(iv) of this Addendum, to MAXIMUS.
- iii. For purposes of reporting a Breach to MAXIMUS, the discovery of a Breach shall occur as of the first day on which such Breach is known to the Subcontractor or, by exercising reasonable diligence, would have been known to or suspected by the Subcontractor. Subcontractor will be considered to have had knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known to any person (other than the person committing the Breach) who is an employee, officer or agent of the Subcontractor.
- iv. In the event that Subcontractor knows, suspects, or through reasonable diligence would have been known to the Subcontractor, that any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Subcontractor shall immediately: (1) cooperate and assist MAXIMUS with any investigation into any State Breach or alleged State Breach; (2) cooperate and assist MAXIMUS with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State agency (or their respective agents); (3) comply with MAXIMUS determinations regarding MAXIMUS and Subcontractor's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (4) assist with the implementation of any decision by MAXIMUS or any State agency, including any State Attorney General or State agency (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

- c. Indemnification. Subcontractor shall indemnify, defend and hold MAXIMUS and its officers, directors, employees, agents, successors and assigns ("MAXIMUS Indemnitees") harmless, from and against any and all losses, claims, actions,

demands, liabilities, damages, costs and expenses (including but not limited to costs of providing notifications and credit monitoring services to individuals pursuant to the Breach Notification Rule and State data breach notification laws, administrative costs associated with MAXIMUS and Subcontractor's compliance with Breach Notification Rule and State data breach notification laws, judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Costs") arising from or related to: (1) the use or disclosure by Subcontractor of Individually Identifiable Information (including PHI) in violation of the terms of this Addendum or applicable law, and (2) whether in oral, paper or electronic media, any Breach of unsecured PHI or State Breach of Individually Identifiable Information by Subcontractor. If Subcontractor assumes the defense of any claim, action, or government investigation associated with a Breach or a breach under a State data breach notification law, MAXIMUS shall have the right, at Subcontractor's expense, to participate in the defense of such claim, action, or government investigation. Subcontractor shall not take any final action with respect to any claim, action, or government investigation associated with a Breach or a breach under a State data breach notification law without the prior written consent of MAXIMUS, which consent shall not be unreasonably withheld. To the extent permitted by law, Subcontractor shall be fully liable to MAXIMUS for any acts, failures or omissions of Subcontractor's subcontractors in furnishing services to Subcontractor as if they were the Subcontractor's own acts, failures or omissions.

6. TERM AND TERMINATION.

- a. Term. The term of this Addendum shall commence as of the Addendum Effective Date, and shall terminate when all of the Protected Health Information provided by MAXIMUS to Subcontractor, or created or received by Subcontractor on behalf of MAXIMUS, is destroyed or returned to MAXIMUS or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. In the event Subcontractor breaches this Addendum, and fails to cure such breach within ten (10) days of receipt of written notice from MAXIMUS of such breach, MAXIMUS may immediately terminate this Addendum and the Agreement.
- c. Effect of Termination.
 - i. Except as provided in paragraph (ii) of this Section 6(c), upon termination of this Addendum for any reason, Subcontractor shall return or destroy all Protected Health Information received from MAXIMUS, or created or received by Subcontractor on behalf of MAXIMUS, and shall retain no copies of the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Subcontractor.
 - ii. In the event that Subcontractor determines that returning or destroying the Protected Health Information is infeasible, Subcontractor shall provide to MAXIMUS notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health

Information is infeasible, Subcontractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Subcontractor maintains such Protected Health Information.

7. MISCELLANEOUS

- i. **Regulatory References.** A reference in this Addendum to a section in the Privacy, Security, or Breach Notification Rule means the section as in effect or as amended, and for which compliance is required.
- ii. **Audit and Inspection.** MAXIMUS shall have the right at all times and without prior notice to audit and inspect Business Associate's compliance with this Addendum as well as adherence to State and federal law including but not limited to examination and testing of Business Associate security policies and protocols. Such audit and inspection may occur at any facility where the Business Associate is performing work under a subcontract. If, in its sole discretion, MAXIMUS determines that the Business Associate is in breach of this Addendum or is in violation of State or federal law, or is in risk of being in such breach or violation, MAXIMUS may take any and all action it deems necessary to ensure such compliance including but not limited to, any or all of the following: stepping in to remedy the breach or violation itself or using a third party at Business Associate's sole expense, terminating the subcontract for cause, and/or exercising any other rights available to MAXIMUS at law or equity.
- iii. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for MAXIMUS (independently or in its capacity as a Business Associate to a Covered Entity) to comply with the requirements of the Privacy, Security or Breach Notification Rule as well as HIPAA and the HITECH Act.
- iv. **Survival.** The respective rights and obligations of Subcontractor under Section 6(c) of this Addendum shall survive the termination of the Addendum and the Agreement.
- v. **No Third Party Beneficiaries.** Nothing express or implied in this Addendum or the Agreement is intended to confer, nor shall anything herein confer, upon any person other than MAXIMUS, Subcontractor and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- vi. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.
- vii. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. Any ambiguity in this Addendum shall be resolved to permit MAXIMUS to comply with the Privacy, Security, and/or Breach Notification Rules, as well as HIPAA and the HITECH Act.
- viii. **Indemnification.** Subcontractor agrees to defend, indemnify and hold MAXIMUS harmless from and against any and all claims, losses, liabilities or expenses

(including without limitation attorneys' fees) which may arise, in whole or in part, out of a breach or violation by the Subcontractor of its obligations under this Addendum or applicable law.

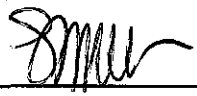
- ix. Disclaimer. MAXIMUS makes no warranty or representation that compliance by Subcontractor with this Addendum is satisfactory for Subcontractor to comply with any obligations it may have under HIPAA, the Privacy Rule, or any other applicable law or regulation pertaining to the confidentiality, use or safeguarding of health information. Subcontractor is solely responsible for all decisions it makes regarding the use, disclosure or safeguarding of PHI.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

MAXIMUS, Inc.

Texoma Council of Governments

By: _____

By:  _____

Name: _____

Name: Susan B. Thomas PhD



Title: _____

Title: Executive Director

Date: _____

Date: 5/27/14 _____



TO: TCOG Governing Board
THRU: Dr. Randy McBroom, Planning & Development Department Director 
FROM: CJ Durbin-Higgins, Public Safety Program Manager 
DATE: June 19, 2014
RE: FY2013 Project Change for Homeland Security

RECOMMENDATION

Authorize the approval of FY2013 Homeland Security Project Change for City of Denison

BACKGROUND

TCOG staff and the TCOG Homeland Security Advisory Committee facilitate and execute the Homeland Security Funding Process with the Texas Department of Public Safety, Texas Homeland Security Administrative Agency. This process includes stakeholders from the counties of Cooke, Fannin, and Grayson. Using state priority guidance, the TCOG HSAC plans and prioritizes projects for the Texoma region. Department of Homeland Security Funding includes the following funding streams: State Homeland Security Program (General use), Law Enforcement & Terrorism Prevention Activities (LETPA).

The TCOG Homeland Security Advisory Committee (HSAC) membership is made up of the three county judges in our region, the mayors of Bonham, Denison, Gainesville, and Sherman, and the emergency management coordinators from these seven jurisdictions. Committee activities and actions are conducted pursuant to published by-laws.

DISCUSSION

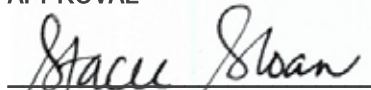
Please find attached the FY2013 Project Change request by Texoma Regional award recipient. In order for the Texas Department of Public Safety to approve the changes the TCOG HSAC must review and approve the changes. (See attached information.)

The TCOG Homeland Security Advisory Committee met on March 27, 2014 and made the recommendation to approve the project change.

BUDGET

No budget impact.

APPROVAL



Stacey L. Sloan, Finance Director




Susan B. Thomas, PhD, Executive Director

Project Change for City of Denison

Funding	Current Project Title	Project Amount	New Project Title	Project Amount
FY13 SHSP	Denison Sustaining and Improving Local Communications Capabilities	\$20,818.18	Denison Continuity of Government – Emergency Generator Project	\$20,818.18



TO: TCOG Governing Board
FROM: Stacey Sloan, Finance Director 
DATE: June 11, 2014
RE: FYE 2015 Budget Status Update

RECOMMENDATION

Accept recommendation, if any, regarding TCOG FYE 2015 Budget.

BACKGROUND

Each month the Governing Body is presented with a status update of the current fiscal year budgets for the indirect cost allocation pool, the employee benefit pool, and the central service IT pool and afforded the opportunity to make desired changes to the employee benefit rate, the general and administrative indirect cost allocation rate, the on-site indirect cost allocation rate, or the central service IT rate as conditions warrant.

DISCUSSION

The following documents are attached: updated Statement of Proposed Indirect Cost for FYE 4/30/2015 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance, updated Statement of Employee Benefit Programs for FYE 4/30/2015 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance, updated Statement of Central Service IT Costs for FYE 4/30/2015 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance, Status Report of YTD utility expense, and Status of Local Membership Dues paid fiscal year to date.

BUDGET

Fiscal year-to-date expenses are in line with year to date budget for Indirect Cost Pool, Employee Benefit Pool, and Central Service IT costs. No rate changes are requested from staff at this time.

APPROVAL

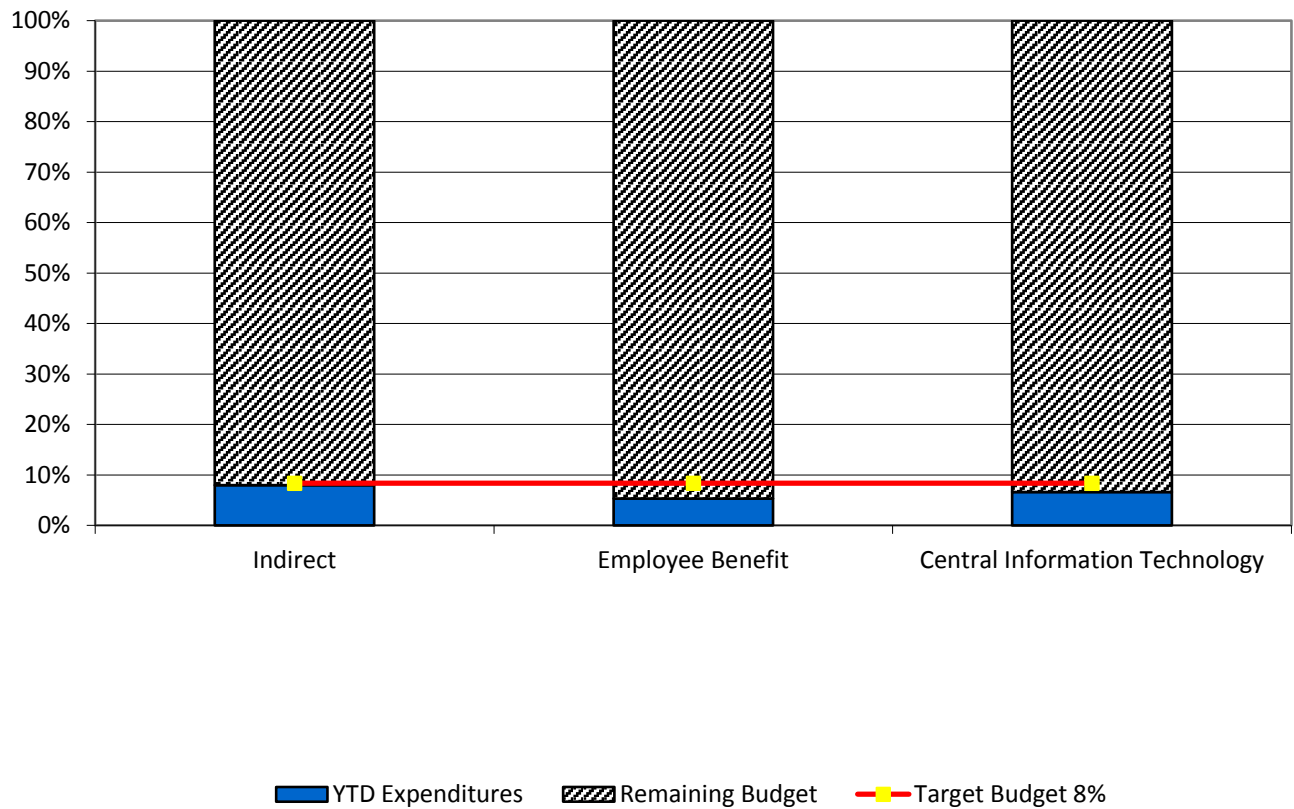


Susan B. Thomas, PhD, Executive Director

FYE 2015 YTD Indirect Budgets

Fund	FY 2015 Adopted	YTD Expenditures	% of Budget	Budget Balance
Indirect	\$ 740,006	\$ 59,028	7.98%	\$ 680,978
Employee Benefit	1,072,339	56,969	5.31%	1,015,370
Central Information	216,718	14,332	6.61%	202,386
Total	\$ 2,029,063	\$ 130,329	6.42%	\$ 1,898,734

FYE 2015 YTD Indirect Expenditures



TEXOMA COUNCIL OF GOVERNMENTS
Statement of Revenues and Expenditures
From 5/1/2014 Through 5/31/2014

10 - FINANCE AND ADMINISTRATION
105 - INDIRECT COST POOL
5/1/14 TO 5/31/14

	Approved Budget	Current Month Actual	Year-to-Date Actual	Budget Balance
EXPENSES				
INDIRECT SALARIES	\$ 235,832.00	\$ 20,900.84	\$ 20,900.84	\$ 214,931.16
EMPLOYEE BENEFITS	116,029.00	10,283.22	10,283.22	105,745.78
ADVERTISING	300.00	0.00	0.00	300.00
AUDIT SERVICES	26,500.00	5,000.00	5,000.00	21,500.00
CONTRACTED SERVICES	10,660.00	1,134.06	1,134.06	9,525.94
DEPRECIATION EXPENSE	119,968.00	0.00	0.00	119,968.00
INSURANCE & BONDING GENERAL	9,020.00	0.00	0.00	9,020.00
LEGAL SERVICES	3,000.00	0.00	0.00	3,000.00
POSTAGE	4,000.00	175.55	175.55	3,824.45
PRINTING	2,000.00	0.00	0.00	2,000.00
MORTGAGE INTEREST	34,440.00	0.00	0.00	34,440.00
REPAIR & MAINTENANCE BUILDING	31,160.00	9,448.02	9,448.02	21,711.98
COPY CENTER EXPENSE	4,500.00	229.65	229.65	4,270.35
SANITATION SERVICES	1,230.00	184.55	184.55	1,045.45
SUPPLIES OFFICE	4,000.00	1,200.08	1,200.08	2,799.92
TELEPHONE SERVICE	0.00	0.00	0.00	0.00
TRAVEL INDIRECT STAFF	13,400.00	700.00	700.00	12,700.00
UTILITIES	90,000.00	6,941.49	6,941.49	83,058.51
PRIOR PERIOD INDIRECT CARRYOVER	33,967.00	2,830.58	2,830.58	31,136.42
TOTAL EXPENSES	\$ 740,006.00	\$ 59,028.04	\$ 59,028.04	\$ 680,977.96
YTD BUDGET			\$ 61,668.00	
REIMBURSEMENTS				
OTHER INDIRECT POOL	5,400.00	450.00	450.00	4,950.00
INDIRECT COST ALLOCATION	734,606.00	59,294.38	59,294.38	675,311.62
TOTAL REIMBURSEMENTS	\$ 740,006.00	\$ 59,744.38	\$ 59,744.38	\$ 680,261.62
YTD BUDGET			\$ 61,668.00	
NET INCOME/(LOSS)	\$ -	\$ 716.34	\$ 716.34	\$ (716.34)

TEXOMA COUNCIL OF GOVERNMENTS
Statement of Revenues and Expenditures
From 5/1/2014 Through 5/31/2014

10 - FINANCE AND ADMINISTRATION

106 - EMPLOYEE BENEFITS

5/1/14 TO 5/31/14

	Approved Budget	Current Month Actual	Year-to-Date	Budget Balance
PAID LEAVE				
ADMIN LEAVE	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
FUNERAL LEAVE	3,500.00	481.60	481.60	3,018.40
HOLIDAYS	104,819.00	8,817.25	8,817.25	96,001.75
ANNUAL LEAVE	123,877.00	8,821.88	8,821.88	115,055.12
SICK LEAVE	61,938.00	4,545.93	4,545.93	57,392.07
TOTAL PAID LEAVE	\$ 298,134.00	\$ 22,666.66	\$ 22,666.66	\$ 275,467.34
OTHER BENEFITS				
AIR AMBULANCE MEMBERSHIP	\$ 2,280.00	\$ -	\$ -	\$ 2,280.00
EMPLOYEE ASSISTANCE PROGRAM	1,710.00	1,440.00	1,440.00	\$ 4,590.00
GROUP VISION INSURANCE	6,156.00	468.00	468.00	\$ 7,092.00
GROUP DENTAL INSURANCE	21,300.00	1,567.28	1,567.28	\$ 24,434.56
GROUP LIFE INSURANCE	5,732.00	435.76	435.76	\$ 6,603.52
GROUP MEDICAL INSURANCE	364,572.00	20,189.04	20,189.04	\$ 404,950.08
UNEMPLOYMENT INSURANCE	12,825.00	0.00	0.00	\$ 12,825.00
WORKERS COMP INSURANCE	7,500.00	0.00	0.00	\$ 7,500.00
RETIREMENT	147,190.00	1,565.55	1,565.55	\$ 150,321.10
PAYROLL TAXES	189,531.00	7,352.60	7,352.60	\$ 204,236.20
PRIOR PERIOD INDIRECT CARRYOVER	15,409.00	1,284.08	1,284.08	\$ 17,977.17
TOTAL OTHER BENEFITS	\$ 774,205.00	\$ 34,302.31	\$ 34,302.31	\$ 842,809.63
YTD BENEFITS EXPENSE	\$ 1,072,339.00	\$ 56,968.97	\$ 56,968.97	\$ 1,118,276.97
YTD BUDGET			\$ 89,362.00	
REIMBURSEMENT				
EMPLOYEE BENEFITS ALLOCATION	\$ 1,072,339.00	\$ 87,272.74	\$ 87,272.74	\$ 985,066.26
TOTAL	\$ 1,072,339.00	\$ 87,272.74	\$ 87,272.74	\$ 985,066.26
YTD BUDGET			\$ 89,362.00	
NET INCOME/(LOSS)	\$ -	\$ 30,303.77	\$ 30,303.77	\$ (133,210.71)

TEXOMA COUNCIL OF GOVERNMENTS
Statement of Revenues and Expenditures
From 5/1/2014 Through 5/31/2014

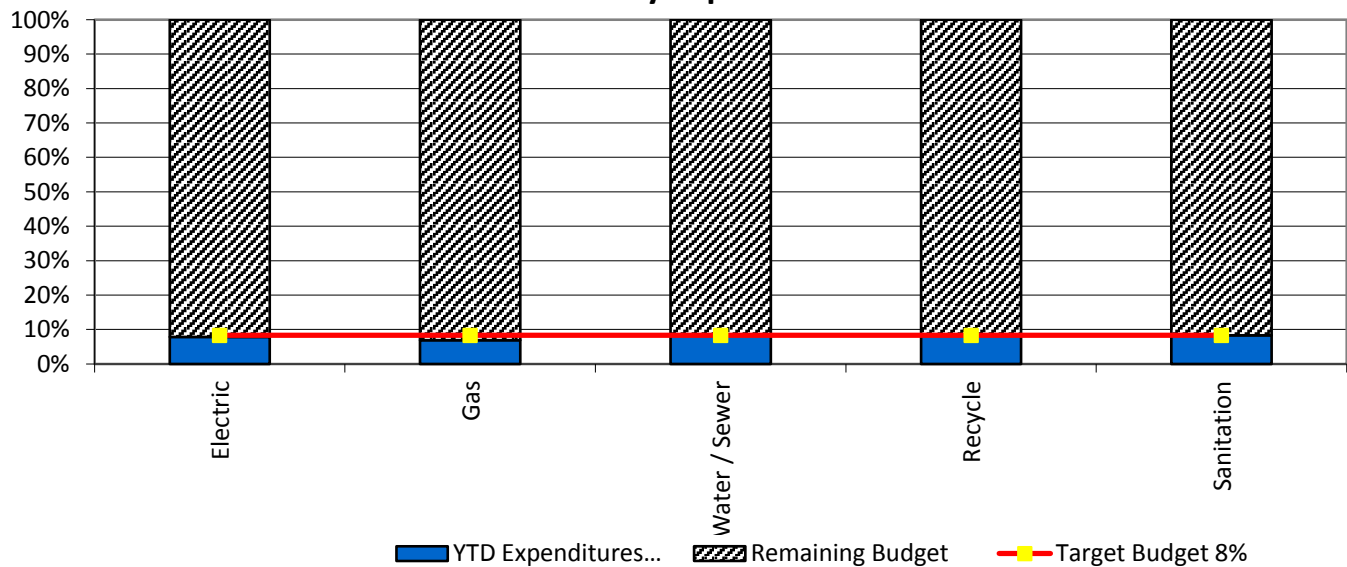
10 - FINANCE AND ADMINISTRATION
107 - CENTRAL SERVICE IT
05/01/14 TO 05/31/14

			Current Month			
	Budget		Actual		Year-to-Date	Budget Balance
EXPENSES						
CONTRACTED SERVICES	\$	160,854.00	\$	14,014.75	\$	14,014.75
TECHNOLOGY HARDWARE/SOFTWAR		25,000.00		0.00		0.00
SUPPLIES OFFICE		1,500.00		0.00		0.00
TELEPHONE SERVICE		29,364.00		317.27		317.27
TOTAL EXPENSES	\$	216,718.00	\$	14,332.02	\$	14,332.02
YTD BUDGET					\$	18,060.00
REIMBURSEMENTS						
INDIRECT COST ALLOCATION	\$	216,718.00	\$	17,644.29	\$	17,644.29
TOTAL REIMBURSEMENTS	\$	216,718.00	\$	17,644.29	\$	17,644.29
YTD BUDGET					\$	18,060.00
NET INCOME/(LOSS)		0.00		3,312.27		3,312.27

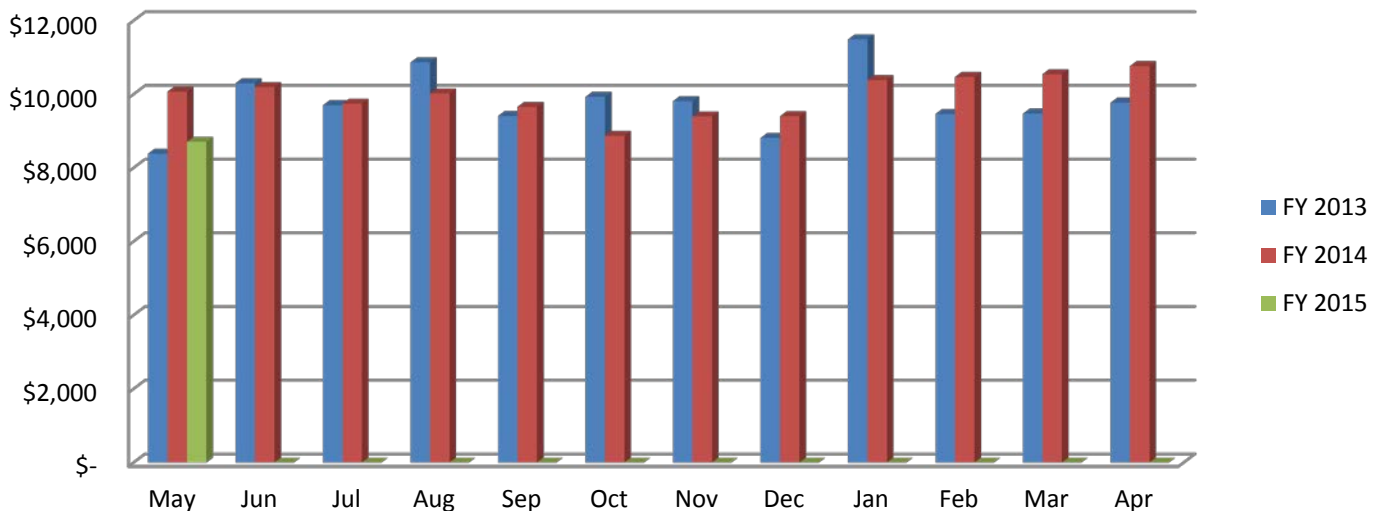
UTILITY SUMMARY FYE 2015

UTILITY	FY 2015 Adopted	YTD Expenditures Thru April 2015	% of Budget	Budget Balance
Electric	\$76,100	\$ 5,991	7.87%	\$ 70,109
Gas	\$32,500	\$ 2,260	6.95%	30,240
Water / Sewer	\$3,700	\$ 313	8.47%	3,387
Recycle	\$200	\$ 17	8.30%	183
Sanitation	\$1,500	\$ 125	8.33%	1,375
Total	\$ 114,000	\$ 8,706	7.64%	\$ 105,294

FYE 2015 YTD Utility Expenditures



All Utilities





FYE 2015 MEMBER DUES SCHEDULE

MEMBERS

Membership is open to counties; incorporated cities, towns, and villages; independent school districts; consolidated school districts; community colleges districts; and any other political subdivision of the State which is geographically situated in the Texoma Region who petitions for and is granted

Municipalities		AMOUNT PAID	BALANCE DUE	CHECK #	DEPOSIT DATE
Cooke County	\$ 3,748.00		\$ 3,748.00		
Fannin County	\$ 2,992.00	\$ 2,992.00	\$ -	109158	5/21/2014
Grayson County	\$ 6,453.00		\$ 6,453.00		
City of Bells	\$ 262.00		\$ 262.00		
City of Bonham	\$ 2,089.00	\$ 2,089.00	\$ -	26818	5/21/2014
City of Callisburg	\$ 100.00	\$ 100.00	\$ -	1937	5/14/2014
City of Collinsville	\$ 320.00		\$ 320.00		
City of Denison	\$ 4,840.00	\$ 4,840.00	\$ -	108925	5/21/2014
City of Dodd City	\$ 100.00	\$ 100.00	\$ -	396	5/21/2014
City of Ector	\$ 135.00		\$ 135.00		
City of Gainesville	\$ 3,310.00		\$ 3,310.00		
City of Gunter	\$ 352.00		\$ 352.00		
City of Honey Grove	\$ 366.00	\$ 366.00	\$ -	112252	5/14/2014
City of Howe	\$ 582.00	\$ 582.00	\$ -	35390	5/21/2014
City of Knollwood	\$ 100.00	\$ 100.00	\$ -	1279	5/21/2014
City of Ladonia	\$ 140.00		\$ 140.00		
City of Leonard	\$ 394.00		\$ 394.00		
Town of Lindsay	\$ 200.00	\$ 200.00	\$ -	14019	5/14/2014
City of Muenster	\$ 334.00		\$ 334.00		
Town of Oak Ridge *	\$ 100.00		\$ 100.00		
City of Pottsboro	\$ 452.00	\$ 452.00	\$ -	27947	5/21/2014
Town of Ravenna	\$ 100.00		\$ 100.00		
City of Sadler	\$ 100.00		\$ 100.00		
City of Savoy	\$ 171.00		\$ 171.00		
City of Sherman	\$ 7,738.00		\$ 7,738.00		
City of Southmayd	\$ 215.00		\$ 215.00		
City of Tioga	\$ 190.00	\$ 190.00	\$ -	26735	5/14/2014
City of Tom Bean	\$ 203.00	\$ 203.00	\$ -	16611	5/21/2014
City of Trenton	\$ 223.00		\$ 223.00		
City of Valley View	\$ 175.00		\$ 175.00		
City of Van Alstyne	\$ 555.00	\$ 555.00	\$ -	24937	5/21/2014
City of Whitesboro	\$ 826.00		\$ 826.00		
City of Whitewright	\$ 333.00	\$ 333.00	\$ -	33616	5/21/2014
Town of Windom	\$ 100.00		\$ 100.00		

School Districts

Bells ISD *	\$	155.00		\$	155.00		
Bonham ISD	\$	378.00		\$	378.00		
Collinsville ISD *	\$	112.00		\$	112.00		
Denison ISD	\$	880.00		\$	880.00		
Dodd City ISD	\$	100.00		\$	100.00		
Ector ISD	\$	100.00	\$	100.00	\$	-	22354 5/14/2014
Era ISD	\$	100.00		\$	100.00		
Fannindell ISD	\$	100.00	\$	100.00	\$	-	7628 5/21/2014
Gainesville ISD	\$	632.00		\$	632.00		
Grayson County College	\$	746.00		\$	746.00		
Honey Grove ISD	\$	120.00	\$	120.00	\$	-	27196 5/21/2014
Leonard ISD	\$	176.00		\$	176.00		
MuensterISD	\$	100.00		\$	100.00		
Muenster Sacred Heart *	\$	100.00		\$	100.00		
N Central Tx College (CC Campus only)	\$	451.00		\$	451.00		
Pottsboro ISD	\$	246.00		\$	246.00		
Sam Rayburn ISD	\$	100.00		\$	100.00		
Savoy ISD	\$	100.00	\$	100.00	\$	-	18992 5/21/2014
Sherman ISD	\$	1,333.00		\$	1,333.00		
Tom Bean ISD	\$	156.00		\$	156.00		
Van Alstyne ISD	\$	267.00		\$	267.00		

Associate Members

Bonham Chamber of Commerce *	\$	175.00		\$	175.00
Denison Chamber of Commerce	\$	100.00		\$	100.00
Texoma Housing Partners	\$	2,970.00		\$	2,970.00
* FYE 2014 not received					

Summary

Municipalities	\$	38,298.00			
School Districts	\$	6,452.00			
Associate Members	\$	3,245.00			
Total Membership Revenue	\$	47,995.00	\$	13,522.00	\$ 34,473.00

NON-MEMBERS

Past member entities whose membership dues have not been received in the last three (3) years have been removed from FYE 2015 revenue forecast.

Municipalities

City of Bailey

School Districts

Callisburg ISD	Sivells Bend ISD
Gunter ISD	Tioga ISD
Howe ISD	Valley View ISD
Lindsay ISD	Walnut Bend ISD
Sadler-Southmayd ISD	Whitewright ISD