



## TCOG Governing Board

### Meeting Agenda

Hilton Garden Inn Event Center

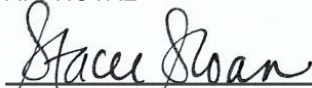
5015 US-75, Denison, Texas

Thursday, September 17, 2015 – 5:30 p.m.

- A. **Call to Order & Declaration of a Quorum**
- B. **Invocation and Pledges**
- C. **Welcome Guests**
- D. **Induct New Governing Board Member for 2015-2016**  
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. **Approval of Minutes:** Approve Meeting Minutes for July 2015 – page 3
- F. **Executive Director's Report**
- G. **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. **July and August 2015 Liabilities (AF):** Authorize the Secretary/Treasurer to make payments in the amounts as listed.  
**Stacey Sloan, Finance Director – page 5**
  - 2. **U.S. Department of Energy (DOE) Contract (CS):** Ratify the contract with DOE for the Weatherization Assistance Program (WAP) funding.  
**Brenda Smith, Energy Services Program Manager – page 27**
- H. **Action**
  - 1. **2-1-1 Information and Referral Contract (CS):** Authorize Executive Director to execute contract with Texas Health and Human Services (HHSC) for the 2-1-1 Information and Referral Program.  
**Judy Fullylove, 2-1-1 Program Manager – page 55**
  - 2. **Comprehensive Energy Assistance Program (CEAP) Contract (CS):** Authorize Executive Director to execute a revised contract with the Texas Department of Housing and Community Affairs (TDHCA) for CEAP funding.  
**Brenda Smith, Energy Services Program Manager – page 72**
  - 3. **Comprehensive Energy Assistance Program (CEAP) Contract (East Texas) (CS):** Ratify the contract with the Texas Department of Housing and Community Affairs (TDHCA) for Recaptured CEAP funding to serve the East Texas counties of Delta, Franklin, Hopkins, Lamar, Rains, Red River and Titus.  
**Brenda Smith, Energy Services Program Manager – page 78**

4. **DADS Contract for FY2016-2019 (PD):** Authorize the acceptance of the Texas Department of Aging and Disability Services (DADS) contract for Fiscal Years 2016 through 2019.  
**Judy Conner, MS, CPG, AAA Program Manager – page 103**
  5. **Texoma Regional Advisory Council (TRAC) membership and officers (PD):** Approve membership and officers for the Texoma Regional Advisory Council (TRAC).  
**Judy Conner, MS, CPG, AAA Program Manager – page 154**
  6. **Texoma Regional Advisory Council on Aging (TRAC) By-laws (PD):** Approve revision of By-Laws of the Texoma Regional Advisory Council for the Area Agency on Aging.  
**Judy Conner, MS, CPG, AAA Program Manager – page 156**
  7. **Commission on State Emergency Communications (CSEC) FY2016-2017 Contract (PD):** Accept the FY2016-2017 Contract for 9-1-1 Service between Texoma Council of Governments and CSEC.  
**CJ Durbin-Higgins, Public Safety Program Manager – page 161**
  8. **Contract with Vista Com for Recorders (PD):** Approve the contract with Vista Com for the purchase and installation of Recorders in the following Public Safety Answering Points (PSAPs): Cooke County SO, Fannin County SO, Grayson County SO, Bonham PD, Gainesville PD, and Whitesboro PD.  
**CJ Durbin-Higgins, Public Safety Program Manager – page 175**
  9. **FYE 2016 Budget Status Update (AF):** Accept recommendation, if any, regarding TCOG's FYE 2016 Budget.  
**Stacee Sloan, Finance Director – page 185**
- I. **President's Report**
- J. **Adjourn**

**APPROVAL**



**Stacee L. Sloan, Finance Director**



**Susan B. Thomas, PhD, Executive Director**

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, September 11, 2015.

**Members Present: Spanky Carter, Keith Clegg, Cary Wacker, Gary Dale Lewis, Jr., Teresa Adams, Jason Brinkley, Willie Johnson, Jeff Whitmire, Cecil Jones, Frank Budra, Sarah Somers, Jim Atchison**

- A. Spanky Carter called the meeting to order and declared a quorum at 5:32 p.m.
- B. Cecil Jones provided the invocation, followed by Jason Brinkley, who led the pledges.
- C. Welcome Guests & Staff: Jenny Craig, Gary Edwards, CJ Durbin-Higgins, Brenda Smith, Judy Conner, Sean Norton, Rayleen Bingham, Mindi Jones, Rodrigo Muyschondt, Kim Burdi, Mrs. Johnson.
- D. Jim Atchison, Willie Johnson, and Gary Dale Lewis, Jr. accepted the TCOG Governing Board Member pledge and were inducted as new Governing Board Members for 2015-2016.
- E. Cary Wacker provided a report to the board on behalf of the Officer Nomination committee indicating the 2015-2016 officer nominations. A motion as made by Cary Wacker to elect the following as officers for 2015-2016: Keith Clegg as President, Spanky Carter as Vice President and Teresa Adams as Secretary/Treasurer. This motion was seconded by Cecil Jones. Motion carried. At this point in time, Judge Carter turned the meeting over to Keith Clegg as the newly-elected President.
- F. A motion was made by Cary Wacker to approve the meeting minutes for June 2015. This motion was seconded by Jason Brinkley. Motion carried.
- G. Executive Director's Report
  - a. Dr. Thomas provided an update on Stacey Sloan and Randy McBroom as they were both absent from the Board Meeting due to illnesses.
  - b. Public Housing Maintenance Program Presentation, Gary Edwards
  - c. Beyond ABC Project Update
  - d. TRAC Bylaws Committee Update
  - e. Affordable Housing Project
  - f. NADO Awards submitted for HOPE GED Program and Texoma Craft Beverage Project & TARC Award.
- H. Consent
  - 1. A motion was made by Cary Wacker to approve the Consent Items. This motion was seconded by Cecil Jones. Motion carried.
- I. Action
  - 1. A motion was made by Teresa Adams to approve the receipt of a \$50,000 grant from The Byrd Fielder Livengood Charitable Trust 2015. This motion was seconded by Cary Wacker. Motion carried.
  - 2. A motion as made by Jason Brinkley to authorize the congregate and home delivered meal budget for the Tri-County Senior Nutrition Project, Inc. (DBA Meals on Wheels of Texoma). This motion was seconded by Spanky Carter. Commissioner Jeff Whitmire voted against the authorization, however, the motion passed by majority decision.
  - 3. Cary Wacker motioned to authorize the execution of Interlocal Agreements for 9-1-1 Public Safety Answering Point (PSAP) services for the period September 1, 2015 through August 31, 2017 with the City of Bonham, Fannin County, Grayson County, City of Whitesboro, City of Gainesville and Cooke County. This motion was seconded by Cecil Jones. Motion carried.
  - 4. A motion was made by Sarah Somers to accept the Funding Year 2015 Homeland Security Grant Program Allocation from the Office of the Governor (OOG), Homeland Security Grant Division. This motion was seconded by Jason Brinkley. Motion carried.
  - 5. A motion was made by Cary Wacker to approve the Interlocal Agreement for Shared Host/Remote 9-1-1 System between TCOG and the cities of Denison and Sherman. This motion was seconded by Teresa Adams. Motion carried.

6. A motion was made by Cary Wacker to authorize submission and, if awarded, the acceptance of the annual Section 8 Family Self-Sufficiency Grant in the amount of \$65,862. This motion was seconded by Frank Budra. Motion carried.
7. No action was taken regarding the FYE2016 Budget.

J. President's Report

K. Keith Clegg adjourned the meeting at 6:26 p.m.

DRAFT

**TEXOMA COUNCIL OF GOVERNMENTS**  
Check/Voucher Register - LIABILITY LISTING  
0017 - SECT 8 CASH IN BANK CHASE  
From 7/1/2015 Through 7/31/2015

Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
1600 LA SALLE PARTNERS LLC	84948	7/1/2015	Section 8 APs	2,522.00
1600 LA SALLE PARTNERS LLC	84996	7/16/2015	SECTION 8 AP'S	455.00
ALBANNA, REBECCA G.	84912	7/1/2015	Section 8 APs	0.00
ALBANNA, REBECCA G.	84990	7/16/2015	SECTION 8 AP'S	429.00
AMBIT TEXAS, LLC	84914	7/1/2015	Section 8 APs	433.00
AMLIN, MARSHALL D.	84838	7/1/2015	Section 8 APs	244.00
ARROW WOOD APTS.	84915	7/1/2015	Section 8 APs	2,108.00
ATKIN, VERNA	84839	7/1/2015	Section 8 APs	33.00
ATMOS ENERGY CO	84916	7/1/2015	Section 8 APs	148.00
BA RESIDENTIAL, L.L.C.	84841	7/1/2015	Section 8 APs	2,812.00
BACON, JAMES L.	84840	7/1/2015	Section 8 APs	316.00
BARRETT, CARMAN M.	84918	7/1/2015	Section 8 APs	514.00
BEALL, DAVID M.	84992	7/16/2015	SECTION 8 AP'S	897.00
Billy D. Manhart	84886	7/1/2015	Section 8 APs	525.00
BILLY JOE NELMS	84889	7/1/2015	Section 8 APs	400.00
BLUESTONE PARTNERS LLC	84921	7/1/2015	Section 8 APs	1,010.00
BOHANNAN, RONALD DION	84922	7/1/2015	Section 8 APs	575.00
BONHAM APARTMENTS LTD	84842	7/1/2015	Section 8 APs	2,598.00
BONHAM VILLAGE APARTMENTS, LTD.	84843	7/1/2015	Section 8 APs	2,432.00
BOOTH, BRUCE	84975	7/1/2015	Section 8 APs	440.00
BOOTH, BRUCE / BOOTHE FAMILY TR...	84927	7/1/2015	Section 8 APs	404.00
BORJAS, BASILISA	84844	7/1/2015	Section 8 APs	480.00
BRANDANI, JOE	84845	7/1/2015	Section 8 APs	916.00
BRANDMAN, JOHN D.	84998	7/16/2015	SECTION 8 AP'S	174.00
BRENDA POPE	84792	7/1/2015	Section 8 APs	329.00
BROOKHOLLOW APT	84923	7/1/2015	Section 8 APs	565.00
BUCHANAN, MARK. A	84847	7/1/2015	Section 8 APs	450.00
BURNETT, JOHN W.	84848	7/1/2015	Section 8 APs	1,001.00
BURT, WILLIAM RUSSELL	84849	7/1/2015	Section 8 APs	474.00
BUTLER, BOBBY L.	84850	7/1/2015	Section 8 APs	267.00
CABRERA, VALENTINA	84925	7/1/2015	Section 8 APs	404.00
CAL SHERM PARTNERS L.P.	84807	7/1/2015	Section 8 APs	4,325.00
CAL SHERM PARTNERS L.P.	85000	7/16/2015	SECTION 8 AP'S	339.00
CALIX PROPERTIES	84926	7/1/2015	Section 8 APs	2,437.00
CARAWAY, ROBERT	84852	7/1/2015	Section 8 APs	318.00
CARR, SANDRA GAIL	84928	7/1/2015	Section 8 APs	165.00
CARTER II, CRETA LYNN	84929	7/1/2015	Section 8 APs	1,206.00
CASTLE PROPERTIES	84853	7/1/2015	Section 8 APs	260.00
CATHEY, BOB	84930	7/1/2015	Section 8 APs	195.00
CHAFFIN, CHRISTEN AND GUILD MORT...	84599	7/1/2015	Section 8 AP'S	(252.00)
CHAFFIN, CHRISTEN AND GUILD MORT...	84837	7/1/2015	Section 8 APs	252.00
CHAFFIN, CHRISTEN AND GUILD MORT...	84987	7/1/2015	Section 8 AP'S	252.00
CHEN, DONNY Y.	84931	7/1/2015	Section 8 APs	570.00
CINDI SPOONEMORE AND GUILD MORT...	84909	7/1/2015	Section 8 APs	202.00
CITY OF DENISON	84933	7/1/2015	Section 8 APs	173.00
CITY OF SHERMAN	84934	7/1/2015	Section 8 APs	275.00
CITY OF WHITESBORO	84935	7/1/2015	Section 8 APs	57.00
COKER, ART	84936	7/1/2015	Section 8 APs	750.00
CONCORD VILLAGE APTS	84937	7/1/2015	Section 8 APs	171.00
COUNTRY VILLAGE OF BONHAM	84854	7/1/2015	Section 8 APs	1,483.00
COX, LAWRENCE D.	84920	7/1/2015	Section 8 APs	725.00
COX, WILLIAM P.	84855	7/1/2015	Section 8 APs	585.00
CREW, JACK	84939	7/1/2015	Section 8 APs	1,449.00
CUPID PROPERTIES LLC	84940	7/1/2015	Section 8 APs	1,151.00

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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
CYNTHIA VENTERS-WISE	84831	7/1/2015	Section 8 APs	1,135.00
DAVIS SUZANNE	84856	7/1/2015	Section 8 APs	64.00
DAVIS, JOSEPH	84942	7/1/2015	Section 8 APs	641.00
DAVIS, JOSEPH	85002	7/16/2015	SECTION 8 AP'S	470.00
DEAN GILBERT REALTORS	84943	7/1/2015	Section 8 APs	1,716.00
DEAN GILBERT REALTORS	84999	7/16/2015	SECTION 8 AP'S	846.00
DEAN GILBERT JR., THREE AMIGOS JOI...	84944	7/1/2015	Section 8 APs	381.00
DENISON LAKEVIEW PARK	84973	7/1/2015	Section 8 APs	3,334.00
DENISON LAKEVIEW PARK	84974	7/1/2015	Section 8 APs	97.00
DGR MGT CO. INC.	84986	7/1/2015	Section 8 APs	1,585.00
DIRECT ENERGY	84945	7/1/2015	Section 8 APs	347.00
DIRECT ENERGY	85003	7/16/2015	SECTION 8 AP'S	152.00
DIXON JR, GENE	84958	7/1/2015	Section 8 APs	4,730.00
DIXON JR, GENE	84997	7/16/2015	SECTION 8 AP'S	383.00
DOYLE, GARRY D.	84857	7/1/2015	Section 8 APs	422.00
DULANEY, JERRY M.	84858	7/1/2015	Section 8 APs	348.00
DUNCAN CLIFTON WINRIGHT	84859	7/1/2015	Section 8 APs	505.00
DUNLAP, KIM	84946	7/1/2015	Section 8 APs	1,432.00
EAST COAST MANAGEMENT LLC	84947	7/1/2015	Section 8 APs	1,210.00
ELLIOTT, MARY REBECCA	84860	7/1/2015	Section 8 APs	238.00
ENLOW GROUP LLC	84861	7/1/2015	Section 8 APs	1,147.00
ENTRUST ENERGY INC.	84949	7/1/2015	Section 8 APs	110.00
EUGENE MORALES/ MORALES REAL E...	84770	7/1/2015	Section 8 APs	88.00
EVANS, JESSICA M.	84862	7/1/2015	Section 8 APs	331.00
F.L RAINTREE LTD	84794	7/1/2015	Section 8 APs	1,133.00
FANNIN CO ELECTRIC CO-OP INC	84863	7/1/2015	Section 8 APs	153.00
FERRELL, TERRI D.	84951	7/1/2015	Section 8 APs	135.00
FIRST CHOICE POWER	84950	7/1/2015	Section 8 APs	176.00
FL COUNTRY VILLAGE LTD	84938	7/1/2015	Section 8 APs	1,557.00
FREDERICKSON, JAMES R.	84952	7/1/2015	Section 8 APs	236.00
GARY LOVETT	84980	7/1/2015	Section 8 APs	288.00
GARZA, PAMELA AND CENDERA BANK, ...	84907	7/1/2015	Section 8 APs	438.53
GIBBS & GIBBS W 8TH STREET APTS	84865	7/1/2015	Section 8 APs	189.00
GLASER, JUDITH	84866	7/1/2015	Section 8 APs	225.00
GLASER, RONALD	84867	7/1/2015	Section 8 APs	645.00
GODBAY, JOHN	84868	7/1/2015	Section 8 APs	304.00
GOODWIN J.D.	84869	7/1/2015	Section 8 APs	96.00
GREEN MOUNTAIN ENERGY CO.	84953	7/1/2015	Section 8 APs	207.00
GREER, FRANCES AND USDA RURAL D...	84905	7/1/2015	Section 8 APs	421.00
GUILD MORTGAGE COMPANY AND HO...	84671	7/1/2015	Section 8 AP'S	(325.00)
GUILD MORTGAGE COMPANY AND HO...	84908	7/1/2015	Section 8 APs	325.00
GUILD MORTGAGE COMPANY AND HO...	84988	7/1/2015	Section 8 AP'S	325.00
GVD RIDGEVIEW LLC	84798	7/1/2015	Section 8 APs	6,326.00
HADDOCK, DAVID	84954	7/1/2015	Section 8 APs	728.00
HAIRO H PENA	84786	7/1/2015	Section 8 APs	574.00
HALLFORD, LOUIE A.	84955	7/1/2015	Section 8 APs	1,934.00
HAMPTON, KENNETH	84870	7/1/2015	Section 8 APs	450.00
HARVEY, JOHN MILTON	84871	7/1/2015	Section 8 APs	153.00
HERNANDEZ, ANTONIO	84872	7/1/2015	Section 8 APs	550.00
HILLTOP VILLAGE APARTMENTS	84960	7/1/2015	Section 8 APs	5,035.00
HOFMANN MRAZ CARE HOME	84873	7/1/2015	Section 8 APs	1,730.00
HOMESTEAD ESTATES MHP/ JUSTICE P...	84878	7/1/2015	Section 8 APs	141.00
HORNER, MELISSA ANN	84964	7/1/2015	Section 8 APs	349.00
HOUSING ASSOICIATES OF HERITAG	84957	7/1/2015	Section 8 APs	3,199.00

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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
HUNT, JOE G.	84874	7/1/2015	Section 8 APs	216.00
INVESTOR'S REALTY OF TEXAS	84917	7/1/2015	Section 8 APs	419.00
IWUAGWU, DESMOND E.	84962	7/1/2015	Section 8 APs	800.00
JACOBS, RICHARD	84963	7/1/2015	Section 8 APs	750.00
James E. Perry	84789	7/1/2015	Section 8 APs	392.00
JOANNA McCAIN	84884	7/1/2015	Section 8 APs	483.00
JOHNSON, G.F.	84961	7/1/2015	Section 8 APs	204.00
JONES, MICHELLE D.	84876	7/1/2015	Section 8 APs	214.00
JOSE ARMANDO SIBRIAN	84810	7/1/2015	Section 8 APs	572.00
JOSE M. NAVARRETE	84774	7/1/2015	Section 8 APs	395.00
JPL FAMILY LTD PARTNERSHIP	84877	7/1/2015	Section 8 APs	438.00
JUST ENERGY TEXAS I CORP.	84966	7/1/2015	Section 8 APs	261.00
KARAM, GEORGE	84967	7/1/2015	Section 8 APs	789.00
KATY CREEK RETIREMENT VILLAGE	84879	7/1/2015	Section 8 APs	1,966.00
KEENER, ANDREW	84968	7/1/2015	Section 8 APs	494.00
KHOSROW SADEGHIAN	84846	7/1/2015	Section 8 APs	791.00
KIGHT FAMILY LIMITED PARTNERSHIP #1	84969	7/1/2015	Section 8 APs	1,199.00
KIGHT, DAVID DBA 5K-PROPERTY MGMT	84911	7/1/2015	Section 8 APs	382.00
KINGSTON PROPERTIES	84881	7/1/2015	Section 8 APs	1,095.00
KIRKPATRICK, JAMES	84971	7/1/2015	Section 8 APs	600.00
LAFOY, DALE A.	84972	7/1/2015	Section 8 APs	674.00
LAMB, BILLY J	84976	7/1/2015	Section 8 APs	342.00
Laqueta Wilson and Carrington Mortgage L...	84835	7/1/2015	Section 8 APs	329.00
LATIMER, JAY	84977	7/1/2015	Section 8 APs	1,200.00
LAUGHLIN, GLEN	84978	7/1/2015	Section 8 APs	358.00
LIPSCOMB, CHAD CARLTON	84882	7/1/2015	Section 8 APs	241.00
LJUNGKULL, JOEL	84979	7/1/2015	Section 8 APs	660.00
LONNIE J. JAYNES	84875	7/1/2015	Section 8 APs	374.00
MAHMOUD J. ALBANNA	84913	7/1/2015	Section 8 APs	725.00
MALMAY, MICHELLE LYNN	84981	7/1/2015	Section 8 APs	1,438.00
MARK STEVEN SVANE	84819	7/1/2015	Section 8 APs	791.00
MARY C. BROWN	84924	7/1/2015	Section 8 APs	451.00
MC CORMICK, LARRY W	84885	7/1/2015	Section 8 APs	1,022.00
MCBROOM, DAVID R.	84883	7/1/2015	Section 8 APs	541.00
MCDONNELL, DEE JUANITA	84983	7/1/2015	Section 8 APs	221.00
MICHAEL. L DANIELS	84941	7/1/2015	Section 8 APs	565.00
MILLSAP, BOB L	84984	7/1/2015	Section 8 APs	1,136.00
ML HAMPTON INVESTMENTS LLC	84956	7/1/2015	Section 8 APs	1,834.00
MONARCH UTILITIES, INC.	84985	7/1/2015	Section 8 APs	35.00
MONROE, MARLENE	84959	7/1/2015	Section 8 APs	334.00
MORRIS, MARY L.	84771	7/1/2015	Section 8 APs	749.00
MOXIE INVESTMENT SOLUTIONS	84982	7/1/2015	Section 8 APs	769.00
MUJO, LLC	84887	7/1/2015	Section 8 APs	306.00
MURPHY PROPERTIES	84888	7/1/2015	Section 8 APs	1,871.00
NATAYENA L.L.C	84772	7/1/2015	Section 8 APs	527.00
NATAYENA L.L.C	84773	7/1/2015	Section 8 APs	536.00
NORNIELLA MANAGEMENT CO., LLC	84775	7/1/2015	Section 8 APs	674.00
NORTH TEXAS RENT HOMES	84777	7/1/2015	Section 8 APs	408.00
NORTHTIDGE VILLAS, LLC	84776	7/1/2015	Section 8 APs	6,294.00
NORTHTIDGE VILLAS, LLC	84995	7/16/2015	SECTION 8 AP'S	815.00
NUNNELEE, ROBERT M	84890	7/1/2015	Section 8 APs	959.00
NUNNELEE, ROBERT M	84891	7/1/2015	Section 8 APs	4,368.00
OAKVIEW RENTALS LP	84778	7/1/2015	Section 8 APs	206.00
OATES, REX A.	84779	7/1/2015	Section 8 APs	456.00

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ODOM, RODNEY LEE	84780	7/1/2015	Section 8 APs	403.00
OHC/PARK MANOR LTD	84784	7/1/2015	Section 8 APs	4,666.00
OWENS, MONA N.	84782	7/1/2015	Section 8 APs	269.00
PADILLA, RAYMOND JR AND NATION ST...	84906	7/1/2015	Section 8 APs	130.00
PAGE, JOHN	84783	7/1/2015	Section 8 APs	215.00
PATTERSON, DAVID R.	84785	7/1/2015	Section 8 APs	725.00
PERKINS, GLEN	84787	7/1/2015	Section 8 APs	313.00
PETERSON, TRAVIS AND BANK OF TEX...	84834	7/1/2015	Section 8 APs	529.00
PIERCE, JAMES DEAN	84790	7/1/2015	Section 8 APs	1,304.00
PLANT, GLYNA GAYLENE	84892	7/1/2015	Section 8 APs	204.00
POLLARD, TROY LYNN	84791	7/1/2015	Section 8 APs	76.00
PORTER P CAMERON	84851	7/1/2015	Section 8 APs	422.00
R&M PROPERTIES	84793	7/1/2015	Section 8 APs	2,328.00
RAUL RODRIGUEZ ORTEGA	84781	7/1/2015	Section 8 APs	245.00
RELIANT ENERGY	84796	7/1/2015	Section 8 APs	191.00
REYNOSO, HECTOR M.	84797	7/1/2015	Section 8 APs	381.00
RICKY JAMES BENEFIELD	84919	7/1/2015	Section 8 APs	234.00
ROBIN RENAE KIME	84970	7/1/2015	Section 8 APs	379.00
ROSS, NORA F.	84893	7/1/2015	Section 8 APs	244.00
ROTENFELSEN INVESTMENTS, LLC	84799	7/1/2015	Section 8 APs	195.00
ROW, BILLY F.	84800	7/1/2015	Section 8 APs	248.00
ROWLAND, DANIEL E.	84801	7/1/2015	Section 8 APs	404.00
RUMSEY, ROBERT	84802	7/1/2015	Section 8 APs	2,151.00
S.S. PARTNERS MGMT. L.L.C.	84814	7/1/2015	Section 8 APs	5,184.00
SALEM, JOHN W.	84894	7/1/2015	Section 8 APs	317.00
SANDIA NORTH APARTMENTS INC	84895	7/1/2015	Section 8 APs	3,762.00
SANDIA NORTH APARTMENTS INC	85001	7/16/2015	SECTION 8 AP'S	551.00
SARGENT, BARBARA	84896	7/1/2015	Section 8 APs	172.00
SCHLEY, MARK AND WELLS FARGO HO...	84836	7/1/2015	Section 8 APs	309.00
SCULLY, MICHAEL C.	84803	7/1/2015	Section 8 APs	534.00
SHANNON, DELBRA	84804	7/1/2015	Section 8 APs	337.00
SHARP, MICHAEL L.	84805	7/1/2015	Section 8 APs	548.00
SHEEHAN, CINDY	84806	7/1/2015	Section 8 APs	534.00
SHER DEN REALTY INC	84808	7/1/2015	Section 8 APs	3,907.00
SHER DEN REALTY INC	84993	7/16/2015	SECTION 8 AP'S	130.00
SHIRLEY, NANCY S.	84809	7/1/2015	Section 8 APs	800.00
SMITH, MARK A.	84811	7/1/2015	Section 8 APs	404.00
SOUTHERN URBANE PROPERTIES, LLC	84812	7/1/2015	Section 8 APs	311.00
SOUTHWEST MANAGEMENT	84813	7/1/2015	Section 8 APs	3,315.00
STANLEY, JUDY F.	84815	7/1/2015	Section 8 APs	399.00
STEEPLE CHASE FARMS SUMMIT, LP	84816	7/1/2015	Section 8 APs	4,539.00
STEEPLE CHASE FARMS SUMMIT, LP	84994	7/16/2015	SECTION 8 AP'S	404.00
Stephen's Structural	84817	7/1/2015	Section 8 APs	294.00
STERZER, DALE P	84897	7/1/2015	Section 8 APs	1,185.00
STERZER, DALE P	84991	7/16/2015	SECTION 8 AP'S	579.00
STREAM GAS & ELECTRIC LTD	84818	7/1/2015	Section 8 APs	138.00
SUDDERTH, JACK W.	84898	7/1/2015	Section 8 APs	218.00
SUDDERTH, JOE T.	84899	7/1/2015	Section 8 APs	330.00
SWOVELAND, MARK	84820	7/1/2015	Section 8 APs	991.00
T-PAG LLC	84822	7/1/2015	Section 8 APs	753.00
TAMESHA FINNEY	84864	7/1/2015	Section 8 APs	169.00
TAUBE, RICHARD P.	84821	7/1/2015	Section 8 APs	270.00
TEXOMA COUNCIL OF GOVERNMENTS	84989	7/9/2015	ADMIN CHGS 6/16-30/2015	14,869.04
TEXOMA COUNCIL OF GOVERNMENTS	85004	7/23/2015	ADMIN CHARGES 7/1-15/2015	10,331.76



**TEXOMA COUNCIL OF GOVERNMENTS**  
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0017 - SECT 8 CASH IN BANK CHASE  
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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
TEXOMA HOUSING PARTNERS	84900	7/1/2015	Section 8 APs	476.00
TIP, TENG	84901	7/1/2015	Section 8 APs	522.00
TXU ELECTRIC	84823	7/1/2015	Section 8 APs	621.47
UNDERWOOD, BILLY MACK	84902	7/1/2015	Section 8 APs	613.00
VETERAN ENERGY LLC	84825	7/1/2015	Section 8 APs	68.00
VICKREY, CHRIS A.	84795	7/1/2015	Section 8 APs	1,108.00
VICTORIA LYNN CHILDRESS	84932	7/1/2015	Section 8 APs	1,406.00
VILLAS OF SHERMAN LIMITED	84824	7/1/2015	Section 8 APs	3,375.00
VINA S. PENNINGTON	84788	7/1/2015	Section 8 APs	556.00
W&W RENTAL PROPERTIES, LLC	84832	7/1/2015	Section 8 APs	342.00
WARDEN, LINDON	84903	7/1/2015	Section 8 APs	436.00
WATERFORD APTS LTD	84826	7/1/2015	Section 8 APs	93.00
WATSON, MICHAEL L.	84827	7/1/2015	Section 8 APs	667.00
WEEDEN, SUE G.	84828	7/1/2015	Section 8 APs	161.00
WILLIAMS, MYRTIS BRENEK	84904	7/1/2015	Section 8 APs	457.00
WILSON CHILDRENS TRUST UTD 5/26/06	84829	7/1/2015	Section 8 APs	304.00
WINDSCAPE APARTMENTS, LTD.	84830	7/1/2015	Section 8 APs	405.00
WOOD, KIDNEY WILLIAM	84880	7/1/2015	Section 8 APs	111.00
YOUNG, JENNIFER LYN	84965	7/1/2015	Section 8 APs	3,082.00
ZIPPER, CHARLES E.	84833	7/1/2015	Section 8 APs	674.00

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0111 - CASH IN BANK GENERAL CHASE  
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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
1600 LA SALLE PARTNERS LLC	85007	7/23/2015	VASH DEPOSIT	100.00
AFLAC	84854	7/1/2015	INV 720766	1,351.73
AIR EVAC EMS INC.	84967	7/16/2015	3849-07082015	42.00
ALERT RESPONSE INC.	84920	7/9/2015	STMT DATED 7/1/15	70.00
AMBIT TEXAS, LLC	84891	7/9/2015	CEAP	239.78
AMBIT TEXAS, LLC	85076	7/29/2015	CEAP	752.77
AMERICAN EXPRESS	84876	7/1/2015	3791-106550-51001	2,891.49
AT&T	84862	7/1/2015	9406659898 1791	185.65
AT&T	84863	7/1/2015	9406685550 5267	134.21
AT&T	84864	7/1/2015	9406652598 5162	169.68
AT&T	84979	7/16/2015	2149170648 2342	12.39
AT&T	84980	7/16/2015	2149173552 1328	1,308.47
AT&T	84993	7/23/2015	8171630214 9078	4,990.00
AT&T	84995	7/23/2015	2141320705 4529	14.00
AT&T	84999	7/23/2015	2141260541 8328	2,542.76
AT&T	85000	7/23/2015	2145034041 7007	442.48
AT&T	85001	7/23/2015	2145034035 3749	248.48
AT&T	85002	7/23/2015	2145034114 2346	11.91
AT&T	85003	7/23/2015	2141300123 7791	54.60
AT&T	85004	7/23/2015	2145034302 7514	3.51
AT&T	85005	7/23/2015	2145034047 1798	188.66
AT&T	85006	7/23/2015	2145034040 7024	342.42
AT&T	85057	7/29/2015	9406652598 5162	170.77
AT&T	85058	7/29/2015	9406659898 1791	195.71
AT&T MOBILITY	84978	7/16/2015	287256806622	77.58
AT&T MOBILITY	84981	7/16/2015	9722416	228.54
AT&T MOBILITY	84992	7/23/2015	28701799 3705	1,601.69
AT&T MOBILITY	85014	7/23/2015	ACCT 13692 1691	83.57
ATMOS ENERGY	84894	7/9/2015	CEAP	1,663.59
ATMOS ENERGY	85080	7/29/2015	CEAP	950.85
ATMOS ENERGY CO	85016	7/23/2015	303191 7997	1,584.43
AWARDS UNLIMITED	84860	7/1/2015	INV 91073	24.20
AWARDS UNLIMITED	85063	7/29/2015	91214	9.40
AYERS, LINDA	84938	7/9/2015	STIPEND	106.70
AYERS, LINDA	85023	7/23/2015	STIPEND	107.13
BAGBY ELEVATOR COMPANY INC.	84982	7/16/2015	175440	342.93
BDA ADMINISTRATORS	84988	7/16/2015	MOOP 7/31/15	3,044.15
BEST IMAGES SYSTEMS INC.	85053	7/29/2015	INV 12021143	738.33
BINGHAM, RAYLEEN	DD000...	7/9/2015	TRAVEL EXPENSES	216.20
BOOTH, HOLLY	DD000...	7/9/2015	TRAVEL EXPENSE	52.33
BOUNCE ENERGY INC.	84892	7/9/2015	CEAP	284.54
BOUNCE ENERGY INC.	85078	7/29/2015	CEAP	212.88
BROWN, EVAN	DD000...	7/9/2015	TRAVEL EXPENSE	107.00
BROWN, FREDDIE	84939	7/9/2015	STIPEND	385.40
BROWN, FREDDIE	85024	7/23/2015	STIPEND	163.10
BUNCH, RUBY	84940	7/9/2015	STIPEND	116.60
CABLE ONE	84873	7/1/2015	102491693	145.96
CABLE ONE	85019	7/23/2015	ACCT 102708310	1,082.50
CALSHERM PARTNERS LP/ SHERMAN O...	85088	7/29/2015	CEAP	238.60
CAMERON, FRANCES	84941	7/9/2015	STIPEND	21.20
CHAMPION ENERGY SERVICE, LLC	84902	7/9/2015	CEAP	42.62
CHAPMAN, ROBERT	DD000...	7/9/2015	STIPEND	205.20
CHAPMAN, ROBERT	DD000...	7/23/2015	STIPEND	146.88
CHAPMAN, ROBERT	85048	7/23/2015	STIPEND	0.00

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0111 - CASH IN BANK GENERAL CHASE  
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CHASE MASTER CARD	84859	7/1/2015	ACCT 8911	5,151.67
CHASE MASTER CARD	85013	7/23/2015	ACCT 8911	4,441.67
CHEMICAL RECLAMATION SERVICES LLC	85012	7/23/2015	INV 62101108517, 62101111846	56,528.03
CIRRO GROUP INC.	85073	7/29/2015	CEAP	76.72
CITY OF SHERMAN	84937	7/9/2015	209-5060-03	407.74
CITY OF SHERMAN	84983	7/16/2015	200-0021-00	21.39
CITY OF WHITESBORO	85068	7/29/2015	CEAP	627.81
CLAYTON, MAE	84944	7/9/2015	STIPEND	13.25
CLAYTON, MAE	85025	7/23/2015	STIPEND	28.60
COLEY, ALICE E.	84942	7/9/2015	STIPEND	111.30
COLEY, ALICE E.	85026	7/23/2015	STIPEND	29.15
COLEY, CHARLES	84943	7/9/2015	STIPEND	126.30
COLEY, CHARLES	85027	7/23/2015	STIPEND	33.15
CONEY, VIRGIE	84945	7/9/2015	STIPEND	308.70
CONEY, VIRGIE	85028	7/23/2015	STIPEND	196.00
COOKE COUNTY ELECTRIC CO-OP	84898	7/9/2015	CEAP	642.08
COOKE COUNTY ELECTRIC CO-OP	85084	7/29/2015	CEAP	1,480.42
CROSS, TOMMIE	DD000...	7/9/2015	STIPEND	240.85
CROSS, TOMMIE	DD000...	7/23/2015	STIPEND	178.90
CULPEPPER PLBG & A/C INC.	85054	7/29/2015	INV 6515-85201	463.66
CUNNINGHAM, BUDDY / CUNNINGHAM ...	84883	7/9/2015	WAP COMPLETED HOMES	17,670.60
DE LAGE LANDEN	84933	7/9/2015	INV 46167611	305.50
DEBORAH ADAMS	DD000...	7/9/2015	TRAVEL EXPENSES	403.65
DENISE DAVIS	DD000...	7/9/2015	STIPEND	21.20
DENISON AREA CHAMBER OF COMMER...	84879	7/9/2015	TCB CONFERENCE REGISTRATION FEES	1,882.33
DENISON VACUUM & JANITORIAL	84984	7/16/2015	127178	469.49
DENTON COUNTY ELELCTRIC COOPER...	85091	7/29/2015	CEAP	214.58
DEPARTMENT OF INFORMATION RES	84866	7/1/2015	INV 15050389N	6,790.98
DIAMONDS COSMETOLOGY COLLEGE	85008	7/23/2015	CLIENT SUPPORT/PAYMENT	1,600.00
DIRECT ENERGY	84890	7/9/2015	CEAP	2,374.62
DIRECT ENERGY	84903	7/9/2015	C;IENT UTILITY PAYMENTS	469.59
DIRECT ENERGY	85064	7/29/2015	CLIENT UTILITY PAYMENTS	354.16
DIRECT ENERGY	85075	7/29/2015	CEAP	3,894.54
DIRECT ENERGY BUSINESS-DALLAS	85020	7/23/2015	ACCT 1017669	8,394.83
DIRECT ENERGY MARKETING INC.	85092	7/29/2015	CEAP	98.58
DOOR CONTROL SERVICES	84966	7/16/2015	SMINV59831	249.50
EARNEST FOSTER	84936	7/9/2015	50% DEP ON ARTWORK SR. SOURCEBOOK	0.00
EARNEST FOSTER	85049	7/23/2015	50% DEP ON ARTWORK SR. SOURCEBOOK	250.00
EGGAR, ELIZABETH	84996	7/23/2015	TRAVEL EXPENSE	224.10
EGNER D.D.S, PAMELA S.	84918	7/9/2015	4438	742.00
EGNER D.D.S, PAMELA S.	84919	7/9/2015	4477	1,400.00
ENTERPRISE RENT-A-CAR	84878	7/9/2015	19YGN5	164.16
ENTRUST ENERGY INC.	84928	7/9/2015	CEAP	765.46
ENTRUST ENERGY INC.	85089	7/29/2015	CEAP	1,678.48
EVERYTHING ENERGY	85093	7/29/2015	CEAP	62.26
FANNIN CO ELECTRIC CO-OP INC	84899	7/9/2015	CEAP	1,410.99
FANNIN CO ELECTRIC CO-OP INC	85085	7/29/2015	CEAP	3,455.55
FEAGLEY, EVA	84946	7/9/2015	STIPEND	161.65
FEAGLEY, EVA	85029	7/23/2015	STIPEND	37.90
FEDERAL EXPRESS CORPORATION	84973	7/16/2015	5-083-06368	15.60
FEDEX KINKO'S	84997	7/23/2015	INV 5-090-03807	25.96

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FIELDS, MARY LOU	84947	7/9/2015	STIPEND	63.60
FIELDS, MARY LOU	85030	7/23/2015	STIPEND	31.33
FIRST CHOICE POWER	84887	7/9/2015	CEAP	612.62
FIRST CHOICE POWER	85070	7/29/2015	CEAP	1,676.37
FIRST INSTANT PRINTING INC.	85052	7/29/2015	WALK TICKETS	118.37
Francisca Melendez	84952	7/9/2015	STIPEND	95.40
FUGETT, SHARON	84948	7/9/2015	STIPEND	401.60
FUGETT, SHARON	85031	7/23/2015	STIPEND	37.90
FULCRUM RETAIL ENERGY LLC.	84900	7/9/2015	CEAP	105.57
FULCRUM RETAIL ENERGY LLC.	85087	7/29/2015	CEAP	876.98
FULLYLOVE, JUDY	84917	7/9/2015	TRAVEL EXPENSE	100.47
FULLYLOVE, JUDY	84998	7/23/2015	TRAVEL EXPENSE	39.67
GARVIN, CAROL	85032	7/23/2015	STIPEND	34.15
GEXA ENERGY LP	85077	7/29/2015	CEAP	211.62
GRAYSON COMPRESSOR SERVICE	84929	7/9/2015	INV 9666	139.52
GRAYSON PRO TECH INC.	84986	7/16/2015	INV 157244	67.00
GRAYSON-COLLIN ELECTRIC	84896	7/9/2015	CEAP	679.48
GRAYSON-COLLIN ELECTRIC	85082	7/29/2015	CEAP	5,039.83
GREEN MOUNTAIN ENERGY CO.	84888	7/9/2015	CEAP	128.25
GREEN MOUNTAIN ENERGY CO.	85071	7/29/2015	CEAP	333.61
GVD RIDGEVIEW LLC	84964	7/9/2015	M. TIMMONS-VASH/RENT & DEP	399.00
HALIBURTON ANITA	84869	7/1/2015	TRAVEL EXPENSE	76.47
HAMILTON, MARY	84949	7/9/2015	STIPEND	84.80
HAMILTON, MARY	85033	7/23/2015	STIPEND	26.50
HANNAH'S FLORIST	84909	7/9/2015	INV 109331, 109341	157.00
HERNANDEZ, MARGARITA S.	85096	7/29/2015	INV JULY 2015	1,500.00
HESTAND, VICKY	84865	7/1/2015	TRAVEL EXPENSE	69.00
HESTAND, VICKY	84916	7/9/2015	TRAVEL EXPENSE	69.00
HIGGINS-DURBIN, CARRIEJO	84965	7/16/2015	TRAVEL ADVANCE	153.00
HIGGINS-DURBIN, CARRIEJO	85046	7/23/2015	TRAVEL ADVANCE	153.00
HOUSING AUTHORITY OF THE CITY	85067	7/29/2015	CEAP	136.19
INSITE STRATEGIST, LLC	DD000...	7/16/2015	TEXOMA TEAMBUILDING TRAINING	3,000.00
INSITE STRATEGIST, LLC	DD000...	7/16/2015	CITY OF DENISON LEADERSHIP PROJECT	4,500.00
INTERSTATE GAS SUPPLY, INC. / ACCE...	85094	7/29/2015	CEAP	133.11
INTRADO INC.	84971	7/16/2015	INV 135218	2,173.10
JANICE THORNE	85097	7/29/2015	OVERPAYMENT ICMARC	86.76
JONES, MINDI	DD000...	7/16/2015	JUNE CELL PHONE	70.00
JONES, MINDI	DD000...	7/29/2015	OVERPAYMENT AFLAC	19.40
JUST ENERGY TEXAS I CORP.	84895	7/9/2015	CEAP	1,309.84
JUST ENERGY TEXAS I CORP.	85081	7/29/2015	CEAP	1,024.90
KATHY STEED	84910	7/9/2015	TRAVEL EXPENSE	227.70
KREBS, MANDY	DD000...	7/9/2015	TRAVEL EXPENSE	121.33
L.J. COLLINSWORTH	DD000...	7/9/2015	STIPEND	21.20
L.J. COLLINSWORTH	DD000...	7/23/2015	STIPEND	19.35
LANGUAGE LINE SERVICE, INC.	85062	7/29/2015	3635331	19.67
LUPER, BARBARA	DD000...	7/23/2015	STIPEND	32.55
MARILYN STOCKMAN	84960	7/9/2015	STIPEND	10.60
MARILYN STOCKMAN	85042	7/23/2015	STIPEND	29.15
MARJEN TECHNOLOGY GROUP LLC	DD000...	7/29/2015	INC 2010216-20	14,400.45
MCCRAW OIL CO. INC	85074	7/29/2015	CEAP	442.00
MCCULLOUGH, DORIS	84951	7/9/2015	STIPEND	106.00
MCCULLOUGH, DORIS	85035	7/23/2015	STIPEND	40.55
MEDFORD AIR LLC	84882	7/9/2015	WAP COMPLETED HOMES	4,060.00

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MEDIA QUEST. INC.	84870	7/1/2015	MIPPA OUTREACH MATERIALS	402.00
MEDIA QUEST. INC.	84877	7/9/2015	INV 9168	652.00
MEDIA QUEST. INC.	84974	7/16/2015	9217	522.52
MICHAEL & KATRINA McCLUNG	85047	7/23/2015	FSS ESCROW DISB:M.McCLUNG	14,782.24
MONARCH UTILITIES, INC.	84904	7/9/2015	CLIENT UTILITY PAYMENTS	20.00
MONARCH UTILITIES, INC.	85065	7/29/2015	CLIENT UTILITY PAYMENTS	300.00
MONTGOMERY COUNTY HOSPITAL DIS...	84990	7/23/2015	JUNE EMD SERVICE	1,200.00
MUENSTER TELEPHONE CORP OF TX	84935	7/9/2015	INV 10049544	440.46
MURRAY, MARIAN	84953	7/9/2015	STIPEND	100.70
MURRAY, MARIAN	84954	7/9/2015	STIPEND	185.50
MURRAY, MARIAN	85036	7/23/2015	STIPEND	94.08
MURRAY, MARIAN	85037	7/23/2015	STIPEND	37.10
NATIONAL ASSOCIATION OF AREA	85010	7/23/2015	n4a MEMBERSHIP DUES	1,135.00
NATIONAL ASSOCIATION OF RSVP DIRE...	84871	7/1/2015	NATL ASSOC RSVP DIRECTORS	150.00
NAUTILUS SPORT CENTER	84852	7/1/2015	JUNE DUES	239.79
NETSPAN CORPORATION FOREMOST ...	84972	7/16/2015	INV WA2418	78.00
NORTON, SEAN	DD000...	7/1/2015	TRAVEL EXPENSE	70.00
NSCA	84872	7/1/2015	NATL SR CORPS ASSOC	150.00
OFFICE MAX INCORPORATED	84930	7/9/2015	INV 579619	1,387.20
OFFICE OF ATTORNEY GENERAL	84855	7/1/2015	CHILD SUPPORT	721.44
OFFICE OF ATTORNEY GENERAL	84989	7/16/2015	CHILD SUPPORT	721.44
OWEN, IMOGENE	84955	7/9/2015	STIPEND	10.60
OWEN, IMOGENE	85038	7/23/2015	STIPEND	25.85
PERFORMANCE PLUS	84987	7/16/2015	INV 1899	1,440.00
PERRY, RATA	DD000...	7/9/2015	STIPEND	71.55
PERRY, RATA	DD000...	7/23/2015	STIPEND	57.78
PHELPS, LOIS	DD000...	7/9/2015	STIPEND	237.70
PHELPS, LOIS	DD000...	7/23/2015	STIPEND	196.20
PINEYWOODS HOSPITALITY LTD.	84915	7/9/2015	INVOICE 856	82.39
PRE-PAID LEGAL SERVICES INC.	84853	7/1/2015	GROUP# 0142305	89.75
PRESTON, MARGARET	84956	7/9/2015	STIPEND	259.60
PRESTON, MARGARET	85039	7/23/2015	STIPEND	173.00
PRIORITY ONE SOLUTIONS INC	84922	7/9/2015	INV 3	100.00
PROSPERITY BANK	84874	7/1/2015	ACCT 0090340970	15,798.74
PROSTAR SERVICES INC.	84931	7/9/2015	INV 959388	336.65
PROSTAR SERVICES INC.	84932	7/9/2015	INV 910712	125.39
PUBLICDATA.COM.AI LTD	84925	7/9/2015	INV 009456362-TX-20150701	14.86
QUILL CORPORATION	84926	7/9/2015	INV 5320144, 5317467	55.22
QUILL CORPORATION	84968	7/16/2015	INV 4800664	131.49
QUILL CORPORATION	85021	7/23/2015	INV 5601807	129.59
RATLIFF, JILL	84908	7/9/2015	CONTRACT LABOR	682.02
REEVES PRINTING	85055	7/29/2015	TITLE IIIC1 & TITLE IIIC2	0.00
RELIANT ENERGY	84889	7/9/2015	CEAP	1,588.42
RELIANT ENERGY	84905	7/9/2015	CLIENT UTILITY PAYMENTS	458.47
RELIANT ENERGY	85066	7/29/2015	CLIENT UTILITY PAYMENTS	665.58
RELIANT ENERGY	85072	7/29/2015	CEAP	3,603.75
RESULTS ENVIRONMENTAL PEST MAN...	84985	7/16/2015	INV 348	55.00
RIDEOUT, DALE	84957	7/9/2015	STIPEND	115.40
RIDEOUT, DALE	85040	7/23/2015	STIPEND	107.78
Robinson, Viola	84958	7/9/2015	STIPEND	42.40
SAMS CLUB DIRECT	84875	7/1/2015	0402 55440503 5	397.33
SAMS CLUB DIRECT	85098	7/29/2015	0402554405035	190.41
SCHMITZ, MICHAEL	DD000...	7/29/2015	TRAVEL EXPENSE	271.10
SCRUB ADDICTION	84924	7/9/2015	MONICE BUTLER	236.00

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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
SEAMSTER, BARBARA	84959	7/9/2015	STIPEND	451.65
SEAMSTER, BARBARA	85041	7/23/2015	STIPEND	199.75
SOCIALSERVE.COM	84934	7/9/2015	JUNE 2015	715.58
SOCIALSERVE.COM	84991	7/23/2015	2015-2742	3,577.90
SPARK ENERGY LP	85086	7/29/2015	CEAP	439.17
SPRINT	84977	7/16/2015	E911-210976	2,016.72
SRADER, MICHAEL CHARLES	84885	7/9/2015	WAP COMPLETED HOMES	31,858.15
STAR ELECTRICITY INC.	84901	7/9/2015	CEAP	127.11
STAR ELECTRICITY INC.	85090	7/29/2015	CEAP	447.81
STAT ENERGY	85056	7/29/2015	CEAP	303.47
STREAM GAS & ELECTRIC LTD	84893	7/9/2015	CEAP	888.63
STREAM GAS & ELECTRIC LTD	85079	7/29/2015	CEAP	4,268.41
Sundberg, Brianna	84927	7/9/2015	TRAVEL EXPENSES	129.95
TABATHA MICHELLE KETON	DD000...	7/9/2015	GIS & PLANNING SUPPORT	320.00
TABATHA MICHELLE KETON	DD000...	7/23/2015	GIS & PLANNING CONTRACTOR SUPPORT	230.00
TCOG GIS	84880	7/9/2015	ALI MAINTENANCE	23,750.00
TEXOMA AREA PARATRANSIT SYSTEM	84975	7/16/2015	1stQtrFGP	407.50
TEXOMA BALFOUR	84923	7/9/2015	TRALINDA MAUPINS	48.70
TEXOMA COUNCIL OF GOVERNMENTS	84881	7/9/2015	CFL LIGHT BULBS	100.00
TEXOMA COUNCIL OF GOVERNMENTS	84907	7/9/2015	RESPIRE CARE- INSTITUTIONAL	375.00
TEXOMA COUNCIL OF GOVERNMENTS	84911	7/9/2015	TRAVEL EXXPENSES	722.20
TEXOMA HOUSING PARTNERS	85011	7/23/2015	INV 117	299.50
TEXOMA HOUSING PARTNERS	85050	7/29/2015	INV 120	1,120.91
TEXOMA HOUSING PARTNERS	85051	7/29/2015	INV 121	36.28
TEXOMA PRINT SERVICES	84861	7/1/2015	PO #45326	103.48
TEXOMA PRINT SERVICES	85009	7/23/2015	INV 51556	188.03
THOMAS JOHN KENNEDY OF TEXAS DD...	84921	7/9/2015	25823	1,400.00
TML-IEBP	DD000...	7/23/2015	GROUP PTEXOMCO - 8/1/15 PREPAYMENT	43,073.83
TRENTON LPG GAS CO INC	84886	7/9/2015	CEAP	430.00
TRENTON LPG GAS CO INC	85069	7/29/2015	CEAP	394.22
TRI COUNTY SENIOR NUTRITION	DD000...	7/29/2015	TTITLE IIIC1 & TITL IIIC2	38,893.44
TXU ELECTRIC	84897	7/9/2015	CEAP	1,814.05
TXU ELECTRIC	84906	7/9/2015	CLIENT UTILITY PAYMENTS	216.89
TXU ELECTRIC	85083	7/29/2015	CEAP	20,265.48
UNITED WAY OF GRAYSON COUNTY	84856	7/1/2015	CONTRIBUTIONS	37.30
UNITED WAY OF GREATER HOUSTON	84970	7/16/2015	IR211-TE-06-15	500.00
UNUM LIFE INSURANCE	84857	7/1/2015	05783570014	966.00
VAUGHN, SHEILA	DD000...	7/16/2015	TRAVEL EXPENSE	209.30
VERIZON BUSINESS	84994	7/23/2015	INV 00056795	27.46
VERIZON CONFERENCING	85015	7/23/2015	INV Z5488715	43.97
VERIZON CONFERENCING	85022	7/23/2015	ACCT 600001 4653X26	50.84
VERIZON SOUTHWEST	84858	7/1/2015	41617837270253 0210	122.15
VERIZON SOUTHWEST	84912	7/9/2015	41617837470262 4005	58.00
VERIZON SOUTHWEST	84913	7/9/2015	10561028975125 6400	112.49
VERIZON SOUTHWEST	84914	7/9/2015	10568028177174 5710	2,457.30
VERIZON SOUTHWEST	85017	7/23/2015	ACCT 9310	100.60
VERIZON SOUTHWEST	85018	7/23/2015	ACCT 0300	176.11
VERIZON SOUTHWEST	85059	7/29/2015	10561028115125 7908	112.49
VERIZON SOUTHWEST	85060	7/29/2015	4161783727025 0210	122.15
VERIZON SOUTHWEST	85061	7/29/2015	10561028835125 6702	112.49
VERIZON SOUTHWEST	85095	7/29/2015	ACCT 7410	1,099.48
VERNELL, ISABELL	84950	7/9/2015	STIPEND	261.00

**TEXOMA COUNCIL OF GOVERNMENTS**  
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0111 - CASH IN BANK GENERAL CHASE  
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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
VERNELL, ISABELL	85034	7/23/2015	STIPEND	185.63
VICKI STOVER	DD000...	7/1/2015	PRINTER TONER FOR HP	86.59
VOIGHT, NATHAN	84868	7/1/2015	TRAVEL EXPENSE	180.00
WALRAVEN BOOK COVER COMPANY	84976	7/16/2015	215-541-008	3,507.50
WCTCOG	84867	7/1/2015	HELP FUND/CELL PHONE SALLY APP	51.06
WEBB, CATHERINE	84961	7/9/2015	STIPEND	385.60
WEBB, CATHERINE	85043	7/23/2015	STIPEND	118.20
WHITE, FRANCES	84962	7/9/2015	STIPEND	79.50
WHITE, FRANCES	85044	7/23/2015	STIPEND	30.00
WILLIAMS, BARBARA	DD000...	7/9/2015	STIPEND	214.65
WILLIAMS, BARBARA	DD000...	7/23/2015	STIPEND	188.15
WILLIAMS, SANDRA	84963	7/9/2015	STIPEND	147.15
WILLIAMS, SANDRA	85045	7/23/2015	STIPEND	118.50
WILLKO CONSTRUCTION	84884	7/9/2015	WAP COMPLETED HOMES	47,998.80
WORKFORCE SOLUTIONS TEXOMA	84969	7/16/2015	ROOM USE FEE	100.00
WYATT, RUTHIE	DD000...	7/9/2015	STIPEND	275.60
WYATT, RUTHIE	DD000...	7/23/2015	STIPEND	201.40
Report Total				717,638.74

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0017 - SECT 8 CASH IN BANK CHASE  
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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
1600 LA SALLE PARTNERS LLC	85044	8/1/2015	SECTION 8 AP'S	2,900.00
ALBANNA, REBECCA G.	85006	8/1/2015	SECTION 8 AP'S	429.00
AMBIT TEXAS, LLC	85008	8/1/2015	SECTION 8 AP'S	278.00
AMLIN, MARSHALL D.	85152	8/1/2015	SECTION 8 AP'S	244.00
ARROW WOOD APTS.	85009	8/1/2015	SECTION 8 AP'S	2,408.00
ATKIN, VERNIA	85153	8/1/2015	SECTION 8 AP'S	33.00
ATMOS ENERGY CO	85010	8/1/2015	SECTION 8 AP'S	148.00
BA RESIDENTIAL, L.L.C.	85155	8/1/2015	SECTION 8 AP'S	2,372.00
BACON, JAMES L.	85154	8/1/2015	SECTION 8 AP'S	316.00
BARRETT, CARMAN M.	85012	8/1/2015	SECTION 8 AP'S	514.00
BEALL, DAVID M.	85013	8/1/2015	SECTION 8 AP'S	538.00
Billy D. Manhart	85199	8/1/2015	SECTION 8 AP'S	525.00
BILLY JOE NELMS	85202	8/1/2015	SECTION 8 AP'S	400.00
BLUESTONE PARTNERS LLC	85016	8/1/2015	SECTION 8 AP'S	1,010.00
BOHANNAN, RONALD DION	85017	8/1/2015	SECTION 8 AP'S	575.00
BONHAM APARTMENTS LTD	85156	8/1/2015	SECTION 8 AP'S	2,197.00
BONHAM VILLAGE APARTMENTS, LTD.	85157	8/1/2015	SECTION 8 AP'S	2,432.00
BOOTH, BRUCE	85073	8/1/2015	SECTION 8 AP'S	440.00
BOOTH, BRUCE / BOOTHE FAMILY TR...	85023	8/1/2015	SECTION 8 AP'S	404.00
BORJAS, BASILISA	85158	8/1/2015	SECTION 8 AP'S	480.00
BRANDANI, JOE	85159	8/1/2015	SECTION 8 AP'S	916.00
BRANDMAN, JOHN D.	85018	8/1/2015	SECTION 8 AP'S	174.00
BRANDMAN, JOHN D.	85228	8/18/2015	SECTION 8 AP'S	34.00
BRENDA POPE	85107	8/1/2015	SECTION 8 AP'S	329.00
BROOKHOLLOW APT	85019	8/1/2015	SECTION 8 AP'S	565.00
BUCHANAN, MARK. A	85161	8/1/2015	SECTION 8 AP'S	450.00
BURNETT, JOHN W.	85162	8/1/2015	SECTION 8 AP'S	822.00
BURT, WILLIAM RUSSELL	85163	8/1/2015	SECTION 8 AP'S	474.00
BUTLER, BOBBY L.	85164	8/1/2015	SECTION 8 AP'S	267.00
C F MEYERS INVESTMENTS LTD	85087	8/1/2015	SECTION 8 AP'S	672.00
CABRERA, VALENTINA	85021	8/1/2015	SECTION 8 AP'S	404.00
CAL SHERM PARTNERS L.P.	85121	8/1/2015	SECTION 8 AP'S	4,664.00
CAL SHERM PARTNERS L.P.	85225	8/18/2015	SECTION 8 AP'S	397.00
CALIX PROPERTIES	85022	8/1/2015	SECTION 8 AP'S	2,273.00
CARAWAY, ROBERT	85166	8/1/2015	SECTION 8 AP'S	318.00
CARMEN RAMIREZ	85229	8/18/2015	SECTION 8 AP'S	352.00
CARR, SANDRA GAIL	85024	8/1/2015	SECTION 8 AP'S	165.00
CARTER II, CRETA LYNN	85025	8/1/2015	SECTION 8 AP'S	1,206.00
CASTLE PROPERTIES	85167	8/1/2015	SECTION 8 AP'S	260.00
CATHEY, BOB	85026	8/1/2015	SECTION 8 AP'S	195.00
CHAFFIN, CHRISTEN AND GUILD MORT...	85151	8/1/2015	SECTION 8 AP'S	252.00
CHEN, DONNY Y.	85027	8/1/2015	SECTION 8 AP'S	570.00
CINDI SPOONEMORE AND GUILD MORT...	85222	8/1/2015	SECTION 8 AP'S	202.00
CITY OF DENISON	85029	8/1/2015	SECTION 8 AP'S	173.00
CITY OF SHERMAN	85030	8/1/2015	SECTION 8 AP'S	235.00
CITY OF WHITESBORO	85031	8/1/2015	SECTION 8 AP'S	57.00
COKER, ART	85032	8/1/2015	SECTION 8 AP'S	750.00
CONCORD VILLAGE APTS	85033	8/1/2015	SECTION 8 AP'S	171.00
COUNTRY VILLAGE OF BONHAM	85168	8/1/2015	SECTION 8 AP'S	1,467.00
COUNTRY VILLAGE OF BONHAM	85231	8/18/2015	SECTION 8 AP'S	781.00
COX, LAWRENCE D.	85015	8/1/2015	SECTION 8 AP'S	725.00
COX, WILLIAM P.	85169	8/1/2015	SECTION 8 AP'S	585.00
CREW, JACK	85035	8/1/2015	SECTION 8 AP'S	1,449.00
CUPID PROPERTIES LLC	85036	8/1/2015	SECTION 8 AP'S	1,151.00



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CYNTHIA VENTERS-WISE	85145	8/1/2015	SECTION 8 AP'S	1,135.00
DAVIS SUZANNE	85170	8/1/2015	SECTION 8 AP'S	64.00
DAVIS, JOSEPH	85038	8/1/2015	SECTION 8 AP'S	1,111.00
DEAN GILBERT REALTORS	85039	8/1/2015	SECTION 8 AP'S	2,234.00
DEAN GILBERT JR., THREE AMIGOS JOI...	85040	8/1/2015	SECTION 8 AP'S	381.00
DENISON LAKEVIEW PARK	85072	8/1/2015	SECTION 8 AP'S	3,334.00
DENISON LAKEVIEW PARK	85233	8/18/2015	SECTION 8 AP'S	451.00
DGR MGT CO. INC.	85084	8/1/2015	SECTION 8 AP'S	1,585.00
DIRECT ENERGY	85041	8/1/2015	SECTION 8 AP'S	330.00
DIXON JR, GENE	85056	8/1/2015	SECTION 8 AP'S	5,311.00
DON MURPHY	85201	8/1/2015	SECTION 8 AP'S	0.00
DOYLE, GARRY D.	85171	8/1/2015	SECTION 8 AP'S	422.00
DUNCAN CLIFTON WINRIGHT	85172	8/1/2015	SECTION 8 AP'S	505.00
DUNLAP, KIM	85042	8/1/2015	SECTION 8 AP'S	1,432.00
DUNLAP, KIM	85234	8/18/2015	SECTION 8 AP'S	3.00
EAST COAST MANAGEMENT LLC	85043	8/1/2015	SECTION 8 AP'S	1,210.00
ELLIOTT, MARY REBECCA	85173	8/1/2015	SECTION 8 AP'S	238.00
ENLOW GROUP LLC	85174	8/1/2015	SECTION 8 AP'S	1,147.00
ENTRUST ENERGY INC.	85045	8/1/2015	SECTION 8 AP'S	110.00
EUGENE MORALES/ MORALES REAL E...	85085	8/1/2015	SECTION 8 AP'S	44.00
EVANS, JESSICA M.	85175	8/1/2015	SECTION 8 AP'S	331.00
F.L RAINTREE LTD	85109	8/1/2015	SECTION 8 AP'S	1,133.00
FANNIN CO ELECTRIC CO-OP INC	85176	8/1/2015	SECTION 8 AP'S	153.00
FERRELL, TERRI D.	85047	8/1/2015	SECTION 8 AP'S	123.00
FIRST CHOICE POWER	85046	8/1/2015	SECTION 8 AP'S	270.00
FL COUNTRY VILLAGE LTD	85034	8/1/2015	SECTION 8 AP'S	1,557.00
FREDERICKSON, JAMES R.	85048	8/1/2015	SECTION 8 AP'S	236.00
GARY LOVETT	85078	8/1/2015	SECTION 8 AP'S	288.00
GARZA, PAMELA AND CENDERA BANK, ...	85220	8/1/2015	SECTION 8 AP'S	438.53
GIBBS & GIBBS W 8TH STREET APTS	85178	8/1/2015	SECTION 8 AP'S	189.00
GLASER, JUDITH	85179	8/1/2015	SECTION 8 AP'S	438.00
GLASER, RONALD	85180	8/1/2015	SECTION 8 AP'S	645.00
GODBAY, JOHN	85181	8/1/2015	SECTION 8 AP'S	304.00
GOODWIN J.D.	85182	8/1/2015	SECTION 8 AP'S	96.00
GREEN MOUNTAIN ENERGY CO.	85049	8/1/2015	SECTION 8 AP'S	207.00
GREER, FRANCES AND USDA RURAL D...	85218	8/1/2015	SECTION 8 AP'S	421.00
GUILD MORTGAGE COMPANY AND HO...	85221	8/1/2015	SECTION 8 AP'S	325.00
GVD RIDGEVIEW LLC	85113	8/1/2015	SECTION 8 AP'S	6,875.00
HADDOCK, DAVID	85050	8/1/2015	SECTION 8 AP'S	728.00
HAIRO H PENA	85101	8/1/2015	SECTION 8 AP'S	574.00
HALLFORD, LOUIE A.	85051	8/1/2015	SECTION 8 AP'S	1,383.00
HALLFORD, LOUIE A.	85052	8/1/2015	SECTION 8 AP'S	355.00
HAMPTON, KENNETH	85183	8/1/2015	SECTION 8 AP'S	450.00
HARVEY, JOHN MILTON	85184	8/1/2015	SECTION 8 AP'S	153.00
HERNANDEZ, ANTONIO	85185	8/1/2015	SECTION 8 AP'S	550.00
HILLTOP VILLAGE APARTMENTS	85058	8/1/2015	SECTION 8 AP'S	4,606.00
HOFMANN MRAZ CARE HOME	85186	8/1/2015	SECTION 8 AP'S	1,730.00
HOMESTEAD ESTATES MHP/ JUSTICE P...	85191	8/1/2015	SECTION 8 AP'S	141.00
HORNER, MELISSA ANN	85062	8/1/2015	SECTION 8 AP'S	349.00
HOUSING ASSOICIATES OF HERITAG	85055	8/1/2015	SECTION 8 AP'S	4,858.00
HUNT, JOE G.	85187	8/1/2015	SECTION 8 AP'S	216.00
INVESTOR'S REALTY OF TEXAS	85011	8/1/2015	SECTION 8 AP'S	173.00
IWUAGWU, DESMOND E.	85060	8/1/2015	SECTION 8 AP'S	800.00
JACOBS, RICHARD	85061	8/1/2015	SECTION 8 AP'S	750.00

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James E. Perry	85104	8/1/2015	SECTION 8 AP'S	392.00
JOANNA McCain	85197	8/1/2015	SECTION 8 AP'S	478.00
JOHNSON, G.F.	85059	8/1/2015	SECTION 8 AP'S	169.00
JONES, MICHELLE D.	85189	8/1/2015	SECTION 8 AP'S	159.00
JOSE ARMANDO SIBRIAN	85124	8/1/2015	SECTION 8 AP'S	572.00
JOSE M. NAVARRETE	85089	8/1/2015	SECTION 8 AP'S	395.00
JPL FAMILY LTD PARTNERSHIP	85190	8/1/2015	SECTION 8 AP'S	438.00
JUST ENERGY TEXAS I CORP.	85065	8/1/2015	SECTION 8 AP'S	261.00
KARAM, GEORGE	85066	8/1/2015	SECTION 8 AP'S	789.00
KATY CREEK RETIREMENT VILLAGE	85192	8/1/2015	SECTION 8 AP'S	1,966.00
KEENER, ANDREW	85067	8/1/2015	SECTION 8 AP'S	494.00
KHOSROW SADEGHIAN	85160	8/1/2015	SECTION 8 AP'S	791.00
KIGHT FAMILY LIMITED PARTNERSHIP #1	85068	8/1/2015	SECTION 8 AP'S	1,199.00
KIGHT, DAVID DBA 5K-PROPERTY MGMT	85005	8/1/2015	SECTION 8 AP'S	213.00
KINGSTON PROPERTIES	85194	8/1/2015	SECTION 8 AP'S	1,092.00
KIRKPATRICK, JAMES	85070	8/1/2015	SECTION 8 AP'S	600.00
LAFOY, DALE A.	85071	8/1/2015	SECTION 8 AP'S	674.00
LAMB, BILLY J	85074	8/1/2015	SECTION 8 AP'S	342.00
Laqueta Wilson and Carrington Mortgage L...	85149	8/1/2015	SECTION 8 AP'S	329.00
LATIMER, JAY	85075	8/1/2015	SECTION 8 AP'S	600.00
LATIMER, JAY	85236	8/18/2015	SECTION 8 AP'S	600.00
LAUGHLIN, GLEN	85076	8/1/2015	SECTION 8 AP'S	358.00
LIPSCOMB, CHAD CARLTON	85195	8/1/2015	SECTION 8 AP'S	241.00
LJUNGKULL, JOEL	85077	8/1/2015	SECTION 8 AP'S	660.00
LONNIE J. JAYNES	85188	8/1/2015	SECTION 8 AP'S	374.00
MAHMOUD J. ALBANNA	85007	8/1/2015	SECTION 8 AP'S	725.00
MALMAY , MICHELLE LYNN	85079	8/1/2015	SECTION 8 AP'S	1,438.00
MARK STEVEN SVANE	85133	8/1/2015	SECTION 8 AP'S	791.00
MARY C. BROWN	85020	8/1/2015	SECTION 8 AP'S	952.00
MC CORMICK, LARRY W	85198	8/1/2015	SECTION 8 AP'S	1,022.00
MCBROOM, DAVID R.	85196	8/1/2015	SECTION 8 AP'S	541.00
MCDONNELL, DEE JUANITA	85081	8/1/2015	SECTION 8 AP'S	221.00
MICHAEL. L DANIELS	85037	8/1/2015	SECTION 8 AP'S	792.00
MILLSAP, BOB L	85082	8/1/2015	SECTION 8 AP'S	464.00
ML HAMPTON INVESTMENTS LLC	85053	8/1/2015	SECTION 8 AP'S	0.00
ML HAMPTON INVESTMENTS LLC	85054	8/1/2015	SECTION 8 AP'S	1,973.00
MONARCH UTILITIES, INC.	85083	8/1/2015	SECTION 8 AP'S	35.00
MONROE, MARLENE	85057	8/1/2015	SECTION 8 AP'S	334.00
MORRIS, MARY L.	85086	8/1/2015	SECTION 8 AP'S	749.00
MOXIE INVESTMENT SOLUTIONS	85080	8/1/2015	SECTION 8 AP'S	769.00
MUJO, LLC	85200	8/1/2015	SECTION 8 AP'S	305.00
NATAYENA L.L.C	85088	8/1/2015	SECTION 8 AP'S	1,063.00
NORNIELLA MANAGEMENT CO., LLC	85090	8/1/2015	SECTION 8 AP'S	672.00
NORTH TEXAS RENT HOMES	85092	8/1/2015	SECTION 8 AP'S	408.00
NORTHTIDGE VILLAS, LLC	85091	8/1/2015	SECTION 8 AP'S	6,253.00
NORTHTIDGE VILLAS, LLC	85230	8/18/2015	SECTION 8 AP'S	460.00
NUNNELEE, ROBERT M	85203	8/1/2015	SECTION 8 AP'S	959.00
NUNNELEE, ROBERT M	85204	8/1/2015	SECTION 8 AP'S	4,098.00
OAKVIEW RENTALS LP	85093	8/1/2015	SECTION 8 AP'S	206.00
OATES, REX A.	85094	8/1/2015	SECTION 8 AP'S	456.00
ODOM, RODNEY LEE	85095	8/1/2015	SECTION 8 AP'S	403.00
OHC/PARK MANOR LTD	85099	8/1/2015	SECTION 8 AP'S	4,663.00
OWENS, MONA N.	85097	8/1/2015	SECTION 8 AP'S	269.00
PADILLA, RAYMOND JR AND NATION ST...	85219	8/1/2015	SECTION 8 AP'S	130.00

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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
PAGE, JOHN	85098	8/1/2015	SECTION 8 AP'S	215.00
PATTERSON, DAVID R.	85100	8/1/2015	SECTION 8 AP'S	0.00
PERKINS, GLEN	85102	8/1/2015	SECTION 8 AP'S	313.00
PETERSON, TRAVIS AND BANK OF TEX...	85148	8/1/2015	SECTION 8 AP'S	529.00
PIERCE, JAMES DEAN	85105	8/1/2015	SECTION 8 AP'S	1,304.00
PLANT, GLYNA GAYLENE	85205	8/1/2015	SECTION 8 AP'S	204.00
POLLARD, TROY LYNN	85106	8/1/2015	SECTION 8 AP'S	76.00
PORTER P CAMERON	85165	8/1/2015	SECTION 8 AP'S	422.00
R&M PROPERTIES	85108	8/1/2015	SECTION 8 AP'S	2,328.00
RAUL RODRIGUEZ ORTEGA	85096	8/1/2015	SECTION 8 AP'S	245.00
RELIANT ENERGY	85111	8/1/2015	SECTION 8 AP'S	191.00
RELIANT ENERGY	85238	8/18/2015	SECTION 8 AP'S	145.00
REYNOSO, HECTOR M.	85112	8/1/2015	SECTION 8 AP'S	381.00
RICKY JAMES BENEFIELD	85014	8/1/2015	SECTION 8 AP'S	234.00
ROBIN RENAE KIME	85069	8/1/2015	SECTION 8 AP'S	379.00
ROSS, NORA F.	85206	8/1/2015	SECTION 8 AP'S	244.00
ROTENFELSEN INVESTMENTS, LLC	85114	8/1/2015	SECTION 8 AP'S	367.00
ROW, BILLY F.	85115	8/1/2015	SECTION 8 AP'S	248.00
ROWLAND, DANIEL E.	85116	8/1/2015	SECTION 8 AP'S	404.00
RUMSEY, ROBERT	85117	8/1/2015	SECTION 8 AP'S	2,151.00
S.S. PARTNERS MGMT. L.L.C.	85128	8/1/2015	SECTION 8 AP'S	5,185.00
SALEM, JOHN W.	85207	8/1/2015	SECTION 8 AP'S	317.00
SANDIA NORTH APARTMENTS INC	85208	8/1/2015	SECTION 8 AP'S	4,313.00
SANDIA NORTH APARTMENTS INC	85224	8/18/2015	SECTION 8 AP'S	222.00
SARGENT, BARBARA	85209	8/1/2015	SECTION 8 AP'S	172.00
SCHLEY, MARK AND WELLS FARGO HO...	85150	8/1/2015	SECTION 8 AP'S	309.00
SCULLY, MICHAEL C.	85118	8/1/2015	SECTION 8 AP'S	534.00
SHARP, MICHAEL L.	85119	8/1/2015	SECTION 8 AP'S	548.00
SHEEHAN, CINDY	85120	8/1/2015	SECTION 8 AP'S	534.00
SHER DEN REALTY INC	85122	8/1/2015	SECTION 8 AP'S	4,037.00
SHIRLEY, NANCY S.	85123	8/1/2015	SECTION 8 AP'S	800.00
SMITH, MARK A.	85125	8/1/2015	SECTION 8 AP'S	404.00
SOUTHERN URBANE PROPERTIES, LLC	85126	8/1/2015	SECTION 8 AP'S	311.00
SOUTHWEST MANAGEMENT	85127	8/1/2015	SECTION 8 AP'S	3,853.00
STANLEY, JUDY F.	85129	8/1/2015	SECTION 8 AP'S	399.00
STEEPLE CHASE FARMS SUMMIT, LP	85130	8/1/2015	SECTION 8 AP'S	4,349.00
STEEPLE CHASE FARMS SUMMIT, LP	85232	8/18/2015	SECTION 8 AP'S	467.00
Stephen's Structural	85131	8/1/2015	SECTION 8 AP'S	294.00
STERZER, DALE P	85210	8/1/2015	SECTION 8 AP'S	1,571.00
STREAM GAS & ELECTRIC LTD	85132	8/1/2015	SECTION 8 AP'S	138.00
SUDDERTH, JACK W.	85211	8/1/2015	SECTION 8 AP'S	218.00
SUDDERTH, JOE T.	85212	8/1/2015	SECTION 8 AP'S	330.00
SUDDERTH, JOE T.	85235	8/18/2015	SECTION 8 AP'S	25.00
SWOVELAND, MARK	85134	8/1/2015	SECTION 8 AP'S	991.00
T-PAG LLC	85136	8/1/2015	SECTION 8 AP'S	753.00
TAMESHA FINNEY	85177	8/1/2015	SECTION 8 AP'S	75.00
TAUBE, RICHARD P.	85135	8/1/2015	SECTION 8 AP'S	270.00
TEXOMA COUNCIL OF GOVERNMENTS	85223	8/13/2015	ADMIN CHRGS 7/16-31/2015	13,365.61
TEXOMA HOUSING PARTNERS	85213	8/1/2015	SECTION 8 AP'S	476.00
TIP, TENG	85214	8/1/2015	SECTION 8 AP'S	522.00
TXU ELECTRIC	85137	8/1/2015	SECTION 8 AP'S	424.47
TXU ELECTRIC	85237	8/18/2015	SECTION 8 AP'S	87.00
UNDERWOOD, BILLY MACK	85215	8/1/2015	SECTION 8 AP'S	867.00
UNDERWOOD, BILLY MACK	85227	8/18/2015	SECTION 8 AP'S	281.00

**TEXOMA COUNCIL OF GOVERNMENTS**  
Check/Voucher Register - LIABILITY LISTING  
0017 - SECT 8 CASH IN BANK CHASE  
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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
VETERAN ENERGY LLC	85139	8/1/2015	SECTION 8 AP'S	68.00
VETERAN ENERGY LLC	85239	8/18/2015	SECTION 8 AP'S	482.00
VICKREY, CHRIS A.	85110	8/1/2015	SECTION 8 AP'S	1,584.00
VICTORIA LYNN CHILDRESS	85028	8/1/2015	SECTION 8 AP'S	1,406.00
VILLAS OF SHERMAN LIMITED	85138	8/1/2015	SECTION 8 AP'S	3,386.00
VINA S. PENNINGTON	85103	8/1/2015	SECTION 8 AP'S	556.00
W&W RENTAL PROPERTIES, LLC	85146	8/1/2015	SECTION 8 AP'S	342.00
WARDEN, LINDON	85216	8/1/2015	SECTION 8 AP'S	436.00
WATERFORD APTS LTD	85140	8/1/2015	SECTION 8 AP'S	93.00
WATSON, MICHAEL L.	85141	8/1/2015	SECTION 8 AP'S	667.00
WEEDEN, SUE G.	85142	8/1/2015	SECTION 8 AP'S	161.00
WEEDEN, SUE G.	85226	8/18/2015	SECTION 8 AP'S	161.00
WILLIAMS, MYRTIS BRENEK	85217	8/1/2015	SECTION 8 AP'S	457.00
WILSON CHILDRENS TRUST UTD 5/26/06	85143	8/1/2015	SECTION 8 AP'S	304.00
WINDSCAPE APARTMENTS, LTD.	85144	8/1/2015	SECTION 8 AP'S	401.00
WOOD, KIDNEY WILLIAM	85193	8/1/2015	SECTION 8 AP'S	111.00
YOUNG, JENNIFER LYN	85063	8/1/2015	SECTION 8 AP'S	0.00
YOUNG, JENNIFER LYN	85064	8/1/2015	SECTION 8 AP'S	2,433.00
ZIPPER, CHARLES E.	85147	8/1/2015	SECTION 8 AP'S	804.00

**TEXOMA COUNCIL OF GOVERNMENTS**  
Check/Voucher Register - LIABILITY LISTING  
0111 - CASH IN BANK GENERAL CHASE  
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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
ABILA	85114	8/6/2015	INV 0034221	3,407.50
AFLAC	85155	8/6/2015	INV# 147507	1,316.37
AMBIT TEXAS, LLC	85168	8/13/2015	CEAP	749.24
AMBIT TEXAS, LLC	85303	8/27/2015	CEAP	1,691.91
AMERICAN EXPRESS	85185	8/13/2015	3791106550-51001	6,752.95
AT&T	85122	8/6/2015	9403418239 2346	3.51
AT&T	85123	8/6/2015	9403418070 7040	158.01
AT&T	85124	8/6/2015	9406685550 5267	134.36
AT&T	85147	8/6/2015	21491735521328	1,321.63
AT&T	85237	8/20/2015	2145034041 7007	444.41
AT&T	85238	8/20/2015	2145031010 7024	426.65
AT&T	85239	8/20/2015	2141320705 4529	14.00
AT&T	85240	8/20/2015	8171630214 9078	4,990.00
AT&T	85241	8/20/2015	2145034047 1798	188.66
AT&T	85242	8/20/2015	2145034301 7514	3.51
AT&T	85243	8/20/2015	2141300123 7791	54.60
AT&T	85244	8/20/2015	2145034224 2346	17.01
AT&T	85245	8/20/2015	2145034034 3749	250.41
AT&T	85327	8/27/2015	9406659898 1791	199.37
AT&T	85328	8/27/2015	9406652598 5162	180.48
AT&T	85329	8/27/2015	9403418070 7040	160.27
AT&T	85330	8/27/2015	9403418239 2346	3.51
AT&T ADVERTISING & PUBLISHING	85211	8/13/2015	136921691	110.78
AT&T MOBILITY	85101	8/6/2015	10379040	76.18
AT&T MOBILITY	85146	8/6/2015	287256806622	75.98
AT&T MOBILITY	85161	8/13/2015	ACCT 28701799 3705	1,570.66
ATMOS ENERGY	85171	8/13/2015	CEAP	661.67
ATMOS ENERGY	85307	8/27/2015	CEAP	1,037.52
ATMOS ENERGY CO	85273	8/20/2015	303191 7997	1,825.03
AWARDS UNLIMITED	85126	8/6/2015	INV 91279	214.05
AYERS, LINDA	85131	8/6/2015	STIPEND	101.40
AYERS, LINDA	85246	8/20/2015	STIPEND	13.10
BAGBY ELEVATOR COMPANY INC.	85220	8/20/2015	176529	342.93
BC ENVIRONMENTAL INSURANCE BRO...	85205	8/13/2015	POLLUTION OCCURRENCE INSURANCE	2,435.48
BDA ADMINISTRATORS	85234	8/20/2015	MOOP 8/31/15	2,809.15
BEST IMAGES SYSTEMS INC.	85272	8/20/2015	INV 12098510	718.26
BINGHAM, RAYLEEN	DD000...	8/13/2015	TRAVEL EXPENSE	168.48
BONHAM HOUSING AUTHORITY	85295	8/27/2015	CEAP	49.88
BONNIE GARRISON	85257	8/20/2015	STIPEND	10.60
BOOTH, HOLLY	DD000...	8/13/2015	TRAVEL EXPENSE	114.43
BOUNCE ENERGY INC.	85169	8/13/2015	CEAP	191.42
BOUNCE ENERGY INC.	85305	8/27/2015	CEAP	497.80
BRILLIANT ENERGY LLC	85314	8/27/2015	CEAP	198.56
BROWN & HOFMEISTER, L.L.P	85118	8/6/2015	0153-001-30553KSH	99.00
BROWN, EVAN	DD000...	8/13/2015	TRAVEL EXPENSES	230.00
BROWN, FREDDIE	85132	8/6/2015	STIPEND	144.70
BROWN, FREDDIE	85247	8/20/2015	STIPEND	215.65
BUNCH, RUBY	85248	8/20/2015	STIPEND	18.10
CABLE ONE	85130	8/6/2015	102491693	137.38
CABLE ONE	85271	8/20/2015	ACCT 102708310	1,082.50
CALSHERM PARTNERS LP/ SHERMAN O...	85316	8/27/2015	CEAP	142.89
CATHERINE SUHR	85265	8/20/2015	STIPEND	13.10
CHAMPION ENERGY SERVICE, LLC	85180	8/13/2015	CEAP	50.60

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CHAPMAN, ROBERT	DD000...	8/6/2015	STIPEND	102.35
CHAPMAN, ROBERT	DD000...	8/20/2015	STIPEND	72.65
CHASE MASTER CARD	85277	8/20/2015	5567087900038911	5,987.83
Christian, Linda	DD000...	8/20/2015	STIPEND	18.10
CINDIE SPOONEMORE	85214	8/13/2015	ASST-DOWN PAYMENT	1,000.00
CITY OF DENISON	85107	8/6/2015	2015 HHW ROLLOFF DUMPSTER	734.10
CITY OF GAINESVILLE	85196	8/13/2015	2015HHW ROLLOFF COOKE CTY	560.21
CITY OF SHERMAN	85221	8/20/2015	ACCT 209-5060-03	406.10
CITY OF WHITESBORO	85163	8/13/2015	CEAP	88.78
CITY OF WHITESBORO	85296	8/27/2015	CEAP	1,368.35
CLAYTON, MAE	85133	8/6/2015	STIPEND	83.60
CLAYTON, MAE	85250	8/20/2015	STIPEND	57.15
COLEY, ALICE E.	85251	8/20/2015	STIPEND	10.60
COLEY, CHARLES	85252	8/20/2015	STIPEND	14.60
CONEY, VIRGIE	85134	8/6/2015	STIPEND	237.00
CONEY, VIRGIE	85253	8/20/2015	STIPEND	193.50
CONNER, JUDY	85224	8/20/2015	TRAVEL EXPENSE	138.03
CONNER, JUDY	85225	8/20/2015	TRAVEL EXPENSE	786.96
COOKE COUNTY ELECTRIC CO-OP	85175	8/13/2015	CEAP	505.90
COOKE COUNTY ELECTRIC CO-OP	85311	8/27/2015	CEAP	3,638.95
CROSS, TOMMIE	DD000...	8/6/2015	STIPEND	211.70
CROSS, TOMMIE	DD000...	8/20/2015	STIPEND	141.30
CULPEPPER PLBG & A/C INC.	85115	8/6/2015	INV 6515-85119	444.02
CUNNINGHAM, BUDDY / CUNNINGHAM ...	85157	8/13/2015	COMPLETED HOMES	12,768.40
DAVIDSON, STEPHANIE	85192	8/13/2015	TRAVEL EXPENSES	786.65
DE LAGE LANDEN	85219	8/20/2015	INV 46502040	290.95
DEBORAH ADAMS	DD000...	8/13/2015	CATERED LUNCH-7/20/15	50.45
DEBORAH ADAMS	DD000...	8/13/2015	TRAVEL EXPENSE	428.38
DEBORAH ADAMS	DD000...	8/13/2015	TRAVEL EXPENSE	290.76
DEBORAH S. HERRON O.D.	85113	8/6/2015	8426-223	252.50
DEBORAH S. HERRON O.D.	85202	8/13/2015	8426-239	299.44
DENISE DAVIS	DD000...	8/6/2015	STIPEND	27.10
DENISE DAVIS	DD000...	8/20/2015	STIPEND	13.85
DENTON COUNTY ELELCTRIC COOPER...	85319	8/27/2015	CEAP	368.29
DEPARTMENT OF INFORMATION RES	85100	8/6/2015	15060390N	6,790.98
DIRECT ENERGY	85167	8/13/2015	CEAP	732.13
DIRECT ENERGY	85182	8/13/2015	CEAP	751.15
DIRECT ENERGY	85302	8/27/2015	CEAP	4,962.06
DIRECT ENERGY BUSINESS-DALLAS	85274	8/20/2015	ACCT 1017669	8,215.27
DIRECT ENERGY MARKETING INC.	85321	8/27/2015	CEAP	153.88
EGGAR, ELIZABETH	85191	8/13/2015	TRAVEL ADVANCE	355.00
EGGAR, ELIZABETH	85228	8/20/2015	TRAVEL EXPENSE	102.78
EGNER D.D.S, PAMELA S.	85105	8/6/2015	4469	1,247.00
ENDERBY GAS INC	85312	8/27/2015	CEAP	761.21
ENTERPRISE RENT-A-CAR	85106	8/6/2015	1RHT47	164.16
ENTERPRISE RENT-A-CAR	85200	8/13/2015	1RN670	133.02
ENTERPRISE RENT-A-CAR	85203	8/13/2015	1TLY5C	245.15
ENTERPRISE RENT-A-CAR	85212	8/13/2015	1BL3T (short pay), 1SF32D	514.90
ENTERPRISE RENT-A-CAR	85278	8/27/2015	1VQBR0	123.12
ENTERPRISE RENT-A-CAR	85287	8/27/2015	INV 6490385	205.20
ENTRUST ENERGY INC.	85178	8/13/2015	CEAP	67.37
ENTRUST ENERGY INC.	85317	8/27/2015	CEAP	1,583.50
EVERYTHING ENERGY	85323	8/27/2015	CEAP	75.43
FANNIN CO ELECTRIC CO-OP INC	85176	8/13/2015	CEAP	1,020.90

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FANNIN CO ELECTRIC CO-OP INC	85313	8/27/2015	CEAP	5,033.93
FANNIN COUNTY	85195	8/13/2015	2015 HHW ROLLOFF FANNIN CTY	344.43
FEAGLEY, EVA	85254	8/20/2015	STIPEND	124.15
FEDEX KINKO'S	85236	8/20/2015	INV 5-118-91350	26.21
FIELDS, MARY LOU	85255	8/20/2015	STIPEND	14.10
FIRST CHOICE POWER	85164	8/13/2015	CEAP	193.39
FIRST CHOICE POWER	85298	8/27/2015	CEAP	3,584.10
FIRST INSTANT PRINTING INC.	85109	8/6/2015	ACCT 261	75.00
FIRST INSTANT PRINTING INC.	85210	8/13/2015	CAREGIVER WALK PRINTING	50.00
FIRST INSTANT PRINTING INC.	85286	8/27/2015	CAREGIVER WALK	99.93
FLORES JR., JOHNNY	85322	8/27/2015	CEAP	469.00
FOUR STAR HEATING AND A/C	85181	8/13/2015	CEAP	85.00
FRAME TEAM	85186	8/13/2015	5229	183.68
FUGETT, SHARON	85256	8/20/2015	STIPEND	19.35
FULCRUM RETAIL ENERGY LLC.	85177	8/13/2015	CEAP	132.78
FULCRUM RETAIL ENERGY LLC.	85315	8/27/2015	CEAP	566.77
FULLYLOVE, JUDY	85103	8/6/2015	TRAVEL EXPENSE	109.68
FULLYLOVE, JUDY	85231	8/20/2015	TRAVEL EXPENSE	29.90
GEXA ENERGY LP	85304	8/27/2015	CEAP	571.34
GRAYSON PRO TECH INC.	85218	8/20/2015	INV 157915	67.00
GRAYSON-COLLIN ELECTRIC	85172	8/13/2015	CEAP	1,123.68
GRAYSON-COLLIN ELECTRIC	85309	8/27/2015	CEAP	7,277.88
GREEN MOUNTAIN ENERGY CO.	85165	8/13/2015	CEAP	410.91
GREEN MOUNTAIN ENERGY CO.	85299	8/27/2015	CEAP	470.12
HANNAH GUSTINE	85325	8/27/2015	FSS FUNDS - HANNAH GUSTINE	676.08
HERNANDEZ, MARGARITA S.	85292	8/27/2015	AUGUST 2015	1,500.00
HESTAND, VICKY	85326	8/27/2015	TRAVEL EXPENSE	132.25
HIGGINS-DURBIN, CARRIEJO	85209	8/13/2015	TRAVEL ADVANCE	355.00
HIGGINS-DURBIN, CARRIEJO	85226	8/20/2015	TRAVEL EXPENSES	344.72
HOUSING AUTHORITY OF THE CITY	85294	8/27/2015	CEAP	177.15
INSITE STRATEGIST, LLC	DD000...	8/20/2015	TEXOMA EXPENSES	603.20
INTERSTATE GAS SUPPLY, INC. / ACCE...	85335	8/27/2015	CEAP	119.07
INTRADO INC.	85189	8/13/2015	136415	2,167.31
JAMES, CAREY TEXOMA HEARING	85285	8/27/2015	INV #80	1,400.00
JONES, MINDI	DD000...	8/20/2015	JULY CELL PHONE	70.00
JT&A, INC.	85280	8/27/2015	ENVIROSCAPE MODELS - MSW PROGRAM	3,924.00
JUST ENERGY TEXAS I CORP.	85173	8/13/2015	CEAP	817.59
JUST ENERGY TEXAS I CORP.	85308	8/27/2015	CEAP	2,592.11
KARAM, JANET	DD000...	8/6/2015	TRAVEL EXPENSE	145.88
KREBS, MANDY	DD000...	8/13/2015	TRAVEL EXPENSE`	88.55
L.J. COLLINSWORTH	DD000...	8/20/2015	STIPEND	19.35
LANGUAGE LINE SERVICE, INC.	85333	8/27/2015	3654641	5.11
LEAPING WARE	85222	8/20/2015	FGP LEAPING WARE SUPPORT	200.00
LOGAN CUNNINGHAM	85193	8/13/2015	TRAVEL EXPENSES	127.08
LUPER, BARBARA	DD000...	8/20/2015	STIPEND	11.35
LUPER, GLORIA	85275	8/20/2015	STIPEND	10.60
MARILYN STOCKMAN	85264	8/20/2015	STIPEND	10.60
MARJEN TECHNOLOGY GROUP LLC	DD000...	8/27/2015	INV 20150216-20	17,260.65
MARY CASSARA	85249	8/20/2015	STIPEND	12.85
McBROOM, JAMES RANDY	85232	8/20/2015	TRAVEL EXPENSES	138.00
MCCRAW OIL CO. INC	85301	8/27/2015	CEAP	119.02
MCCULLOUGH, DORIS	85259	8/20/2015	STIPEND	19.35
MEDFORD AIR LLC	85156	8/13/2015	COMPLETED HOMES	3,480.00

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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
METRO FIRE PORTECTION INC	85117	8/6/2015	ANNUAL BACKFLOW TEST	200.00
MONARCH UTILITIES, INC.	85183	8/13/2015	CLIENT UTILITY PAYMENTS	40.00
MONTGOMERY COUNTY HOSPITAL DIS...	85188	8/13/2015	TCOG EMD SERVICE	1,335.00
MUENSTER TELEPHONE CORP OF TX	85144	8/6/2015	INV# 10055580	445.46
MURRAY, MARIAN	85136	8/6/2015	STIPEND	39.75
MURRAY, MARIAN	85137	8/6/2015	STIPEND	90.10
MURRAY, MARIAN	85260	8/20/2015	STIPEND	51.68
NAUTILUS SPORT CENTER	85154	8/6/2015	JULY DUES	239.79
NETSPAN CORPORATION FOREMOST ...	85190	8/13/2015	WA2548	78.00
NICOLE GEORGE	85283	8/27/2015	TRAVEL EXPENSE	453.60
NON-PROFIT INDUSTRIES, INC.	85227	8/20/2015	INV 2015-2746	750.00
NORTON, SEAN	DD000...	8/13/2015	TRAVEL EXPENSE	70.00
OFFICE DEPOT	85116	8/6/2015	601156424062439	394.02
OFFICE DEPOT	85279	8/27/2015	601156424062439	7.24
OFFICE OF ATTORNEY GENERAL	85150	8/6/2015	CHILD SUPPORT	721.44
OFFICE OF ATTORNEY GENERAL	85233	8/20/2015	CHILD SUPPORT	721.44
OWEN, IMOGENE	85261	8/20/2015	STIPEND	12.60
PARTNERS IN CARE FOUNDATION, INC.	85104	8/6/2015	3417	540.00
PENNYWISE POWER, LLC	85320	8/27/2015	CEAP	47.20
PERRY, RATA	DD000...	8/6/2015	STIPEND	37.10
PERRY, RATA	DD000...	8/20/2015	STIPEND	53.80
PHELPS, LOIS	DD000...	8/6/2015	STIPEND	142.10
PHELPS, LOIS	DD000...	8/20/2015	STIPEND	90.55
PRE-PAID LEGAL SERVICES INC.	85151	8/6/2015	GROUP 0142305	89.75
PRESTON, MARGARET	85138	8/6/2015	STIPEND	227.00
PRESTON, MARGARET	85262	8/20/2015	STIPEND	230.50
PROSPERITY BANK	85125	8/6/2015	LOAN #97998	1,301.33
PUBLICDATA.COM.AI LTD	85128	8/6/2015	009456352-TX-20150731	14.86
QUILL CORPORATION	85129	8/6/2015	6084957, 6100628	790.44
QUILL CORPORATION	85148	8/6/2015	PHONE HEADSET	43.50
RATLIFF, JILL	85199	8/13/2015	CONTRACT LABOR	671.70
RED RIVER FARM CO-OP INC	85297	8/27/2015	CEAP	182.92
RELIANT ENERGY	85166	8/13/2015	CEAP	1,249.07
RELIANT ENERGY	85300	8/27/2015	CEAP	3,732.32
RESULTS ENVIRONMENTAL PEST MAN...	85111	8/6/2015	INV 584	55.00
RIDEOUT, DALE	85139	8/6/2015	STIPEND	115.40
RIDEOUT, DALE	85263	8/20/2015	STIPEND	17.10
S.S. PARTNERS MGMT. L.L.C.	85099	8/5/2015	VASH RENT PAYMENT	122.00
SCRUB ADDICTION	85102	8/6/2015	CLIENT SUPPORT/EMPLOYMENT SUPPORT	198.00
SEAMSTER, BARBARA	85142	8/6/2015	STIPEND	223.75
SEAMSTER, BARBARA	85270	8/20/2015	STIPEND	163.40
SMITH, BRENDA	85194	8/13/2015	TRAVEL EXPENSE	311.78
SMITH, DELANO	85281	8/27/2015	TRAVEL EXPENSES	155.02
SMITH, DELANO	85282	8/27/2015	TRAVEL EXPENSE	163.52
SOCIALSERVE.COM	85149	8/6/2015	FACILITY LOCATOR-ONE YEAR FEE SERVICE	10,000.00
SPRINT	85230	8/20/2015	INV E911-210976	1,944.12
SRADER, MICHAEL CHARLES	85158	8/13/2015	COMPLETED HOMES	12,309.10
STAPLES BUSINESS ADVANTAGE	85291	8/27/2015	8034070608	299.99
STAPLES BUSINESS ADVANTAGE	85324	8/27/2015	8033173344,8030388336	116.81
STAR ELECTRICITY INC.	85179	8/13/2015	CEAP	429.07
STAR ELECTRICITY INC.	85318	8/27/2015	CEAP	1,344.12
STAT ENERGY	85162	8/13/2015	CEAP	251.22



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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
STAT ENERGY	85293	8/27/2015	CEAP	986.41
STREAM GAS & ELECTRIC LTD	85170	8/13/2015	CEAP	911.16
STREAM GAS & ELECTRIC LTD	85306	8/27/2015	CEAP	4,748.47
Sundberg, Brianna	85127	8/6/2015	TRAVEL EXPENSE	101.78
SWANG & ASSOCIATES INC. DBA HOME...	85198	8/13/2015	RESPIRE CARE	0.00
SWANG & ASSOCIATES INC. DBA HOME...	85213	8/13/2015	RESPIRE CARE	89.25
T-MOBILE USA, INC.	85206	8/13/2015	3000412026,3000460015,3000490009	2,970.00
TABATHA MICHELLE KETON	DD000...	8/6/2015	GIS & PLANNER CONTRACTOR SUPPORT	200.00
TABATHA MICHELLE KETON	DD000...	8/20/2015	GIS & PLANNING CONTRACTOR SUPPORT	300.00
TEXAS DEPARTMENT OF HOUSING	85284	8/27/2015	REFUND CONT# 5614002010	131.60
TEXOMA AREA PARATRANSIT SYSTEM	85290	8/27/2015	FGP VOLUNTEER TRASPORTATION SVC	33.00
TEXOMA COUNCIL OF GOVERNMENTS	85187	8/13/2015	TRAVEL EXPENSE	874.00
TEXOMA COUNCIL OF GOVERNMENTS	85197	8/13/2015	RESPIRE CARE	375.00
TEXOMA COUNCIL OF GOVERNMENTS	85204	8/13/2015	TRAVEL EXPENSE	40.83
TEXOMA HOUSING PARTNERS	85108	8/6/2015	INV 124	73.13
TEXOMA HOUSING PARTNERS	85110	8/6/2015	INV 123	122.33
TEXOMA HOUSING PARTNERS	85112	8/6/2015	INV 122	46.05
TEXOMA PRINT SERVICES	85119	8/6/2015	BUSINESS CARDS	390.00
TEXOMA PRINT SERVICES	85223	8/20/2015	INV 52078	73.81
TEXOMA PRINT SERVICES	85289	8/27/2015	INV 51955	638.24
TML-IEBP	DD000...	8/20/2015	GROUP PTEX0MCO 9-1-15 PREPAYMENT	44,965.02
TXU ELECTRIC	85174	8/13/2015	CEAP	3,388.49
TXU ELECTRIC	85184	8/13/2015	CLIENT UTILITY PAYMENTS	779.56
TXU ELECTRIC	85288	8/27/2015	CLIENT UTILITY PAYMENTS	4,946.60
TXU ELECTRIC	85310	8/27/2015	CEAP	28,002.38
U S POST OFFICE	85276	8/20/2015	#347085	500.00
UNITED HELPING HAND	85160	8/13/2015	INV# 496725	2,284.36
UNITED WAY OF GRAYSON COUNTY	85152	8/6/2015	CONTRIBUTIONS	37.30
UNUM LIFE INSURANCE	85153	8/6/2015	05783570014	915.88
VAUGHN, SHEILA	DD000...	8/20/2015	TRAVEL EXPENSE	106.95
VERIZON CONFERENCING	85217	8/20/2015	F142 4983	37.44
VERIZON CONFERENCING	85235	8/20/2015	ACCT 600001 4653X26	44.95
VERIZON SOUTHWEST	85121	8/6/2015	41617837470262 4005	58.00
VERIZON SOUTHWEST	85143	8/6/2015	ACCT# 105680281771745710	2,457.30
VERIZON SOUTHWEST	85145	8/6/2015	ACCT# 105610289751256400	112.49
VERIZON SOUTHWEST	85207	8/13/2015	10561028565125 6008	224.97
VERIZON SOUTHWEST	85208	8/13/2015	10900028991636 0404	4,603.08
VERIZON SOUTHWEST	85215	8/20/2015	ACCT 0300	176.11
VERIZON SOUTHWEST	85216	8/20/2015	ACCT 9310	100.60
VERIZON SOUTHWEST	85269	8/20/2015	ACCT 7410	1,145.68
VERIZON SOUTHWEST	85331	8/27/2015	10561028835125 6702	112.49
VERIZON SOUTHWEST	85332	8/27/2015	10561028115125 7908	112.49
VERIZON SOUTHWEST	85334	8/27/2015	10561028565125 6008	224.97
VERNELL ISABELL	85135	8/6/2015	STIPEND	188.13
VERNELL ISABELL	85258	8/20/2015	STIPEND	185.63
VICKI STOVER	DD000...	8/13/2015	SUPPLIES	88.74
VISITING ANGELS OF PARIS	85201	8/13/2015	EMERGENCY RESPITE SVS	785.00
VISTA COM	85120	8/6/2015	INV 4136	1,544.00
WEBB, CATHERINE	85140	8/6/2015	STIPEND	216.00
WEBB, CATHERINE	85266	8/20/2015	STIPEND	118.60

**TEXOMA COUNCIL OF GOVERNMENTS**  
Check/Voucher Register - LIABILITY LISTING  
0111 - CASH IN BANK GENERAL CHASE  
From 8/1/2015 Through 8/31/2015

Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
WHITE, FRANCES	85267	8/20/2015	STIPEND	14.10
WILLIAMS, BARBARA	DD000...	8/6/2015	STIPEND	193.45
WILLIAMS, BARBARA	DD000...	8/20/2015	STIPEND	190.80
WILLIAMS, SANDRA	85141	8/6/2015	STIPEND	121.80
WILLIAMS, SANDRA	85268	8/20/2015	STIPEND	15.60
WILLKO CONSTRUCTION	85159	8/13/2015	COMPLETED HOMES	38,996.40
WORKFORCE SOLUTIONS TEXOMA	85229	8/20/2015	ROOM USE FEE	125.00
WYATT, RUTHIE	DD000...	8/6/2015	STIPEND	212.00
WYATT, RUTHIE	DD000...	8/20/2015	STIPEND	212.00
Report Total				563,012.29

**TO:** TCOG Governing Board  
**THRU:** Allison Minton, Client Services Director *AM*  
**FROM:** Brenda Smith, Energy Services Program Manager *BS*  
**DATE:** August 5, 2015  
**RE:** U.S. Department of Energy (DOE) Contract

#### **RECOMMENDATION**

Ratify the contract with DOE for the Weatherization Assistance Program (WAP) funding.

#### **BACKGROUND**

The DOE WAP Program provides for repairs which reduce utility costs by minimizing the infiltration of air. The program can be provided to both owner-occupied and renter-occupied units and provides such energy improvements as insulation in the attic, walls, and floors, caulking, weather-stripping, and repair or replacement of heating and air-conditioning units. All improvements must be verified as necessary in accordance with the required WAP energy audit. The WAP program serves the following 15 counties: Bowie, Camp, Cass, Cooke, Delta, Fannin, Franklin, Grayson, Hopkins, Lamar, Marion, Morris, Rains, Red River, and Titus.

#### **DISCUSSION**

Funds will provide weatherization applications to the homes of eligible clients in the 15 county service area and may be combined with other funds to provide maximum weatherization benefits.

#### **BUDGET**

Contract period is July 21, 2015 through June 30, 2016 with funding of \$116,088. The Training & Technical Assistance budget of \$10,000 is to cover the cost of new certifications required by DOE for any house being weatherized with those funds. The amount allocated for weatherizing homes is approximately \$89,308, including staff support.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 56150002277 FOR THE**  
**FY 2015 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM**  
**(CFDA# 81.042)**

**SECTION 1. PARTIES TO THE CONTRACT**

This Department of Energy ("DOE") Weatherization Assistance Program Contract ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department") and **Texoma Council of Governments**, a political subdivision of the State of Texas ("Subrecipient").

**SECTION 2. CONTRACT TERM**

This Contract shall commence on **July 21, 2015**, and, unless earlier terminated, shall end on **June 30, 2016** ("Contract Term").

**SECTION 3. SUBRECIPIENT PERFORMANCE**

- A. Subrecipient shall implement a Weatherization Assistance Program (WAP) in accordance with the provisions of Part A of the Energy Conservation in Existing Buildings Act of 1976, as amended (42 U.S.C. §6861 et seq.) ("WAP Act"), the Department of Energy Act as amended (42 U.S.C. §8621 et seq.) ("DOE Act"), the U.S. Department of Energy (DOE) implementing regulations codified in 10 C.F.R. Parts 440 and 600 ("WAP Regulations"), any applicable Office of Management and Budget (OMB) Circulars, the Texas DOE State Plan, including the Health and Safety Plan, and the implementing State regulations at Title 10, Part I, Chapters 1 and 2 of the Texas Administrative Code and Title 10, Part I, Chapter 5, Subchapters A, E and F of the Texas Administrative Code, as amended or supplemented from time to time (collectively, "WAP State Rules"). The work will be completed in accordance with the International Energy Conservation Code and the minimum requirements set in the State of Texas adopted International Residential Code or in jurisdictions authorized by State law to adopt later editions.
- B. Subrecipient shall, on an equitable basis throughout its service area, develop and implement a Weatherization Assistance Program (WAP) in the counties and in accordance with the terms of this Contract; the Budget and Performance Statement attached hereto as Exhibit A; the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the WAP attached hereto as Exhibit B; the Documentation of Disability requirements attached hereto as Exhibit C; Materials and Work Standards attached hereto as Exhibit D; and the Certifications attached hereto as Addendums A, B, C and D; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth. All such Exhibits and Certifications incorporated herein for all relevant purposes. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of low-income persons. WAP services will be provided to owner occupied units as well as rental units.
- C. Priority will be given, in no particular order, to (1) households with Elderly Persons as defined in WAP State Rules, (2) Persons with Disabilities as defined in WAP State Rules, (3) households with young children that are age five (5) or younger, and/or (4) households with a high energy burden and households with high energy consumption. Before commencing any weatherization work, Subrecipients are required to complete energy audits.
- D. Subrecipient is responsible for providing services as required by the DOE Standard Work Specifications (SWS). The SWS requirements for Single family homes, Manufactured and Multifamily housing can be accessed at <https://sws.nrel.gov/>. If these specifications are not followed, payment shall not be made to sub-contractor.

**SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS**

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in the "Budget and Performance Statement," attached hereto as Exhibit A.

- B. Department's obligations under this Contract are contingent upon the actual receipt by Department of adequate 2015 DOE WAP federal funds. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department may then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- C. Department is not liable for any cost incurred by Subrecipient which:
- (1) is incurred to weatherize a dwelling unit which is not an eligible dwelling unit as defined in §440.22 of the WAP Regulations;
  - (2) is incurred to weatherize a dwelling unit which is designated for acquisition or clearance by a federal, state, or local program within twelve months from the date weatherization of the dwelling unit is scheduled to be completed;
  - (3) is incurred to weatherize a dwelling unit previously weatherized with WAP funds, except as provided for in §440.18(e)(2) of the WAP Regulations;
  - (4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 8 of this Contract;
  - (5) is not incurred during the Contract Term;
  - (6) is not reported to Department on a monthly expenditure or performance report, within forty five (45) days following the end of the Contract Term;
  - (7) is subject to reimbursement by a source other than Department; or
  - (8) is made in violation of any provision of this Contract or any provision of federal or state law or regulation, including, but not limited to those enumerated in this Contract.
- D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract. Department may offset or withhold any amount otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this or any other contract between the parties.
- E. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by the Department under this Contract shall not exceed the sum of **\$116,088.00**.

## **SECTION 5. METHOD OF PAYMENT/CASH BALANCES**

- A. Each month, Subrecipient may request an advance payment of WAP funds under this Contract. As per the Uniform Grant Management Standards, 34 T.A.C. §20.421 *et seq.* (herein "UGMS"), Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. The timing and amount of cash advances shall be as close as administratively feasible, not to exceed a 30 day projection of the actual disbursements by the Subrecipient to direct program costs and the proportionate share of any allowable indirect costs.
- C. Subsection 4(A) notwithstanding, the Department reserves the right to use a modified cost reimbursement method of payment for all funds, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Department determines that Subrecipient has maintained excess cash balances; (2) Department identifies any deficiency in the cash controls or financial management system maintained by Subrecipient; (3) Department identifies any deficiency in the quality of weatherization work performed by Subrecipient; (4) Department determines that a modified cost reimbursement method would benefit the program; (5) Department's funding sources require the use of a modified cost reimbursement method; or (6) Subrecipient fails to comply with any of the reporting requirements of Section 10.
- D. Subsection 4(A) notwithstanding, the Department reserves the right to deobligate funds under this Contract.
- E. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible dwelling units of the weatherization assistance program and for the payment of the allowable expenditures identified in Section 8 of this Contract.

## **SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS. All references therein to "local government" shall be construed to mean Subrecipient.
- B. Uniform cost principles for political subdivisions are set forth in Office of Management and Budget ("OMB") Circular A-87 as implemented by 2 C.F.R. Part 225. Uniform administrative requirements for political subdivisions are set forth in OMB Circular A-102. Part 215. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is \$500,000.
- C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the WAP Act.

## **SECTION 7. TERMINATION AND SUSPENSION**

- A. Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes but is not limited to Subrecipient's failure to comply with any term of this Contract. Department shall notify Subrecipient in writing no less than thirty (30) days prior to the date of termination.
- B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- C. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between parties.
- D. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.
- E. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient.
- F. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under WAP, or a reduction in the original allocation of funds to Subrecipient.

## **SECTION 8. ALLOWABLE EXPENDITURES**

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Sections 4 and 5 of this Contract and the regulations set forth in §440.18 of the WAP Regulations, subject to the limitations and exceptions set forth in this Section.
- B. To the maximum extent practicable, Subrecipient shall utilize funds provided under this Contract for the purchase of weatherization materials. All weatherization measures installed must have an approved State of Texas Energy Audit savings-to-investment ratio (SIR) of one or greater unless otherwise indicated as health and safety or incidental repair items. Weatherization measures installed shall begin with those having the greatest SIR (on approved State of Texas Energy Audit) and proceed in descending order to the measures with the smallest SIR or until the maximum allowable per unit expenditures are achieved. Subrecipient shall weatherize eligible dwelling units using only weatherization materials which meet or exceed the standards prescribed by DOE in Appendix A of Part 440 of the WAP Regulations, State of Texas adopted International Residential Code (IRC) or jurisdictions authorized by State law to adopt later editions.

- C. Allowable WAP expenditures under this Contract include:
- (1) the purchase and delivery of weatherization materials as defined in §440.3 of the WAP Regulations, but not to include storm doors;
  - (2) labor costs for doors, primary windows and storm windows that will result in approved energy savings with SIR of one or greater in accordance with §440.19 of the WAP Regulations;
  - (3) weatherization materials and labor for heating and cooling system tune ups, repairs, modification, or replacements if such will result in improved energy efficiency as demonstrated by SIR of one or better in the approved State of Texas Energy Audit and, whenever available, heating and cooling systems must have an Energy Star rating;
  - (4) transportation of weatherization and repair materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;
  - (5) maintenance, operation, and insurance of vehicles used to transport weatherization materials;
  - (6) maintenance of tools and equipment;
  - (7) purchase of tools, equipment, and vehicles (purchase of vehicles must be approved in advance by DOE);
  - (8) employment of on-site supervisory personnel;
  - (9) storage of weatherization materials, tools, and equipment;
  - (10) incidental repairs (such as repairs to roofs, walls, floors, and other parts of a dwelling unit) if such repairs are necessary for the effective performance or preservation of weatherization measures (If incidental repairs are necessary to make the installation of the weatherization measures effective, the cost of incidental repair measures charged to WAP funds awarded under this Contract shall not exceed the cost of weatherization measures charged to WAP funds and shall have a whole house SIR of one (1) or greater on the approved State of Texas Energy Audit.);
  - (11) allowable health and safety measures; and
  - (12) allowable base load reduction measures.
- D. Health and Safety funds not expended may be moved to the labor, materials, and program support category. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least forty-five (45) days prior to the end of the Contract Term before these funds can be moved.
- E. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the "Budget and Performance Statement" attached hereto as Exhibit A. Allowable administrative costs may include reasonable costs associated with Subrecipient's administrative personnel, travel office space, equipment, and supplies which are necessary for the administration of WAP. Administrative costs are earned based upon the allowable percentage of total allowable expenditures, excluding the allowance for Department/DOE Training Travel or special equipment purchases. Subrecipient may use any or all of the funds allowed for administrative purposes under this Contract for the purchase and delivery of weatherization materials. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least forty-five (45) days prior to the end of the Contract Term before these funds can be moved.
- F. The cost of liability insurance for the weatherization program for personal injury and for property damage, not to exceed Two Thousand and No/100 Dollars (\$2,000.00) shall be an allowable WAP expenditure under the "Budget and Performance Statement" attached hereto as Exhibit A.
- G. Fiscal audit expenses for the weatherization program not to exceed Eight Hundred and No/100 Dollars (\$800.00) shall be allowed under the "Budget and Performance Statement" attached hereto as Exhibit A, subject to Section 14, Procurement Standards.
- H. To the maximum extent practicable, Subrecipient shall secure the services of volunteers to weatherize dwelling units under the direction of qualified supervisors.

#### **SECTION 9. RECORD KEEPING REQUIREMENTS**

- A. Subrecipient shall comply with the record keeping requirements set forth at §440.24 of the WAP Regulations and §5.22 of the WAP State Rules and with such additional record keeping requirements as specified herein by Department.

- B. For each dwelling unit weatherized with funds received from WAP under this Contract, Subrecipient shall maintain a file containing the following information, including the following Department forms found in the Community Affairs Division section of the Department's website at <http://www.tdhca.state.tx.us/community-affairs/wap/guidance.htm#forms>:
- (1) Signed and completed Application for Weatherization Services indicating the ages of the residents, presence in the household of children age five (5) or younger, Elderly Persons (60 years or older), as defined in the WAP State Rules, and Persons with Disabilities as defined in the WAP State Rules. Date of Application for Weatherization Services and associated documents must be within 12 months of the start date indicated on the building weatherization report (BWR);
  - (2) Twelve month consumer billing history for utilities;
  - (3) Consumption disclosure release form (for access to consumption data for use in surveys and studies);
  - (4) Eligibility and Eligibility documentation:
    - a. Subrecipient should follow 10 T.A.C. §5.19 for client eligibility.
    - b. Documentation/verification of client income for the thirty (30) days preceding their application for all household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the use of the form, including policies requiring a client statement of efforts to obtain documentation of income with a notarized client signature; as outlined in §5.19(f) of the State Rules. Proof of income documentation requirements are the same for both single and multifamily housing, unless the building is identified by the U.S. Department of Housing and Urban Development (HUD) and included on a list published by DOE, that building meets certain income eligibility and may meet other WAP requirements without the need for further evaluation or verification. All proof of income must reflect earnings from within 12 months of the start date indicated on the building weatherization report (BWR).
    - c. No dwelling unit shall be weatherized without documentation that the dwelling unit is an eligible dwelling unit as defined in §440.22 of the WAP Regulations.
  - (5) BWR to include certification of final inspection and Justification for Omission of Priorities if applicable;
  - (6) Invoices of materials purchased or inventory removal sheets;
  - (7) Invoices of labor;
  - (8) If a rental unit, Landlord Agreement form, Landlord Financial Participation form and Landlord Permission to Perform Assessment & Inspections for Rental Units" form and all other landlord forms found in the Community Affairs Division section of the Department's website at <http://www.tdhca.state.tx.us/community-affairs/wap/docs/10-WAPLandlord.pdf>;
  - (9) "Notice of Denial and Appeal Rights," if applicable;
  - (10) Signed and dated "Building Assessment" form, to include at a minimum, existing efficiencies of all heating and cooling appliances;
  - (11) "Attic Inspection" form (local design allowed);
  - (12) "Wall Inspection" form (local design allowed);
  - (13) Documentation of pre weatherization carbon monoxide readings for all combustible appliances;
  - (14) Documentation of post weatherization carbon monoxide readings for all combustible appliances;
  - (15) "Blower Door Performance Standards and Data Sheet";
  - (16) "Duct Blower Data Sheet";
  - (17) Refrigerator metering information;
  - (18) Signed client "Refrigerator Replacement Form" (if applicable);
  - (19) Completed, signed and dated "Priority List" form (if applicable);
  - (20) A complete copy of the approved State of Texas Energy Audit;
  - (21) A complete "Energy Audit Data Collection Form" (local design allowed);
  - (22) A complete electronic copy of the approved State of Texas Energy Audit;
  - (23) Signed client receipt of the "Unified Weatherization Elements Notification Form" that includes Lead Hazard information, identification of Mold Like Substance, and State Historical Preservation information; and
  - (24) Signed client receipt of "Mold-Like Substance Notification and Release Form for Texas Weatherization Programs".



- C. For each multi-family project weatherized with funds received from WAP under this Contract, Subrecipient shall maintain a master file containing the following information:
  - (1) "Multifamily Project Building Data Checklist";
  - (2) "Multifamily Project Completion Checklist";
  - (3) "Landlord Permission to Perform an Assessment and Inspections for Rental Units";
  - (4) "Landlord Agreement" form;
  - (5) "Landlord Financial Participation Form"; and
  - (6) Significant Data Required in all Multifamily Projects
- D. Materials standards documentation for weatherization material purchased under this Contract must be maintained. These standards must meet the requirements according to Appendix A to Part 440 of the WAP Regulations.
- E. Subrecipient shall give the federal and state funding agencies, the Comptroller General of the United States, and Department access to and the right to reproduce all records pertaining to this Contract. All such records shall be maintained for at least three years after final payment has been made and all other pending matters are closed and in accordance with §§600.153 and 600.642 of the WAP Regulations. Subrecipient shall include the requirements of this Subsection in all subcontracts.
- F. All WAP records maintained by Subrecipient, except records made confidential by law, shall be available for inspection by the public during Subrecipient's normal business hours to the extent required by the Texas Public Information Act (Chapter 552 of the Texas Government Code).
- G. All subrecipients must conduct a full household assessment addressing all possible allowable weatherization measures.

#### SECTION 10. REPORTING REQUIREMENTS

- A. Subrecipient shall electronically submit to Department no later than fifteen (15) days after the end of each month of the Contract Term a performance report listing demographic information on all units completed in the previous month and an expenditure report listing all expenditures of funds under this Contract during the previous month. **These reports are due even if Subrecipient has no new activity to report during the month. Both reports shall be submitted electronically.**
- B. Subrecipient shall electronically submit to Department no later than forty-five (45) days after the end of the Contract Term a final expenditure and programmatic report. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract may result in ineligibility to receive additional funds or additional contracts.
- C. Subrecipient shall submit to Department no later than forty-five (45) days after the end of the Contract Term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts. The inventory shall reflect the tools and equipment on hand as of the last day of the Contract Term.
- D. Subrecipient shall update the Previously Weatherized Units database no later than fifteen (15) days after the end of each month of the Contract Term for units weatherized under this Contract.
- E. Subrecipient shall submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to §440.25 of the WAP Regulations, by the U.S. Department of Health and Human Services, or by Department.
- F. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, including responses to monitoring reports, Department may withhold any and all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives Weatherization Program funds from the Department over two or more Contracts of subsequent terms, funds may be withheld or this Contract suspended or terminated by Subrecipient's failure to submit a past due report or response (including a report of audit) from a prior Contract Term.

- G. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the website at <https://www.sam.gov>. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

#### **SECTION 11. CHANGES AND AMENDMENTS**

- A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation, so long as the amendment request is submitted to the Department in writing and the Department approves it.
- B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- C. Written requests for Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

#### **SECTION 12. PROGRAM INCOME**

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this contract in accordance with the Uniform Grant Standards Common Rule, §\_25, OMB Circular A-102, Attachment 2e..

#### **SECTION 13. INDEPENDENT SUBRECIPIENT**

It is agreed that Department is contracting with Subrecipient as an independent contractor.

#### **SECTION 14. PROCUREMENT STANDARDS**

- A. Subrecipient shall comply with OMB Circular A-102, 10 C.F.R. §600.236(b-i) and 10 TAC §5.10.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.
- C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000 or more to itself or to any other entity receiving Department funding.

#### **SECTION 15. SUBCONTRACTS**

- A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 20. Subrecipient shall inspect all subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner. Subrecipient shall make no payment to subcontractor until all work is complete and has passed a final inspection.
- B. In no event shall any provision of this Section 15, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

- C. Every initial assessment, every approved State of Texas Energy Audit, and every final inspection is the sole responsibility of the Subrecipient. Subrecipients may request in writing that the Department permit the Subrecipient to subcontract the performance of assessments, audits and final inspections. The Department will review each request separately to determine whether the request will be granted.

## **SECTION 16. AUDIT**

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
- (1) Subrecipients expending \$500,000 or more in total Federal awards or \$500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of Section 16, "federal financial assistance" means assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.
  - (2) Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.
  - (3) Subrecipient shall submit two (2) copies of such audit report and any associated management letter to Department's Compliance and Asset Oversight Division within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall submit such audit report to the Federal Clearinghouse designated by OMB in accordance with OMB A-133. In conjunction with its Single Audit submission to the Department, the Subrecipient shall provide documentation reflecting its submission of the Audit to the Federal Clearinghouse. Subrecipient may email an electronic version of the Audit and Federal Clearinghouse documentation to the Compliance Division at: [saandacf@tdhca.state.tx.us](mailto:saandacf@tdhca.state.tx.us) <<mailto:saandacf@tdhca.state.tx.us>>. Subrecipient shall make the audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section 16 are subject to review and resolution by Department or its authorized representative. Subrecipient shall submit such audit report to the Federal clearinghouse designated by OMB in accordance with OMB A-133.
  - (4) The audit report must include verification of all expenditures by budget category, in accordance with the "Budget and Performance Statement" as Exhibit A of this Contract.
- B. The cost of auditing services for a Subrecipient expending less than \$500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.
- C. Subsection A of this Section 16 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- D. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.
- E. Subsection A of this Section 16 notwithstanding, Subrecipients expending less than \$500,000 in Federal financial assistance may arrange for the performance of an annual financial statement audit. Such audit should include verification as required in Subsection 16(A)(4) of this Section.
- F. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.
- G. Subrecipient shall procure audit services through an open, competitive process at least once every five years. The auditor shall retain working papers and reports for a minimum of three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

- H. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

#### **SECTION 17. MANAGEMENT OF EQUIPMENT AND INVENTORY**

- A. Subrecipient acknowledges that any vehicles, tools, and equipment with a unit acquisition cost of \$5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts, are not assets of either the Subrecipient or the Department but are held in trust for the Weatherization Assistance Program and as such are assets of the Weatherization Assistance Program. Any equipment, tools, or vehicles having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit must receive prior approval from the Department before the purchase is made.
- B. Subrecipient shall develop and implement a property management system, which conforms to the uniform administrative requirements referenced in Section 6. Subrecipient shall not use, transfer, or dispose of any property acquired in whole or in part with funds provided under this or a previous weatherization assistance program contract except in accordance with its own property management system.
- C. Upon termination or non-renewal of this Contract, the Department may transfer the title of equipment to a third party named by the Department. Such a transfer shall be subject to the following standards:
- (1) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.
  - (2) The Department will issue disposition instructions after receipt of final inventory.
- D. Subrecipient shall establish adequate safeguards to prevent loss, damage, or theft of property acquired hereunder and shall promptly report to Department any loss, damage, or theft of property with an acquisition cost of \$5,000 or more.
- E. In addition to the inventory of vehicles, tools, and equipment required under Section 10, Subrecipient shall take a physical inventory of all WAP materials and shall reconcile the results with its property records at least once every year. Any differences between quantities determined by the inventory and those shown in the property records shall be investigated by Subrecipient to determine the cause of the difference.

#### **SECTION 18. BONDING AND INSURANCE REQUIREMENTS**

- A. If Subrecipient will enter in to a contract for weatherization activities with a third-party in the amount of \$25,000 or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient enters into a contract with a prime contractor in excess of \$100,000, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of weatherization activities.
- B. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds.
- C. Subrecipient should consider securing adequate coverage for all units to be weatherized. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each Subrecipient should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.
- D. Subrecipients must also require all contracting independent subcontractors to have general liability insurance. If pollution occurrence insurance is elected by the Subrecipient, this insurance coverage must apply for its independent subcontractors or the independent subcontractors must obtain the coverage.

## **SECTION 19. LITIGATION AND CLAIMS**

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

## **SECTION 20. TECHNICAL ASSISTANCE AND MONITORING**

- A. Department may issue technical guidance to explain the rules and provide directions on the terms of this Contract. Installation of weatherization materials shall be in accordance with the Material Installation Standards Manual.
- B. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

## **SECTION 21. LEGAL AUTHORITY**

- A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been authorized by Subrecipient to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to all terms, provisions and performances herein.
- C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 21.
- D. Subrecipient understands that it is an event of default under this Contract upon the liquidation, termination, dissolution, merger, consolidation or failure to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

## **SECTION 22. COMPLIANCE WITH LAWS**

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the WAP Act, WAP Regulations, any applicable Office of Management and Budget (OMB) Circulars, the Texas DOE WAP State Plan; the WAP State Rules, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract that it is implementing the Drug-Free Workplace Act of 1988.
- C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

- D. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

### **SECTION 23. PREVENTION OF FRAUD AND ABUSE**

- A. Subrecipient shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in the WAP and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Subrecipient's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the WAP. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. Subrecipient shall immediately notify the Department of any identified instances of waste, fraud, or abuse.
- C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to Department or to any appropriate law enforcement authority, if the report is made in good faith.

### **SECTION 24. CERTIFICATION REGARDING UNDOCUMENTED WORKERS**

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

### **SECTION 25. CONFLICT OF INTEREST/NEPOTISM**

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

## **SECTION 26. POLITICAL ACTIVITY PROHIBITED**

- A. Funds provided under this Contract shall not be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. Funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

## **SECTION 27. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

- A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- C. Subrecipient will include the substance of Section 27 in all subcontracts.

## **SECTION 28. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS**

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient/Local Operator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

## **SECTION 29. TRAINING AND TECHNICAL ASSISTANCE FUNDS**

- A. Training and technical assistance funds shall be used for State sponsored, DOE sponsored, and other relevant workshops and conferences provided the agenda includes topics directly related to administering WAP in accordance with §5.532 of the WAP State Rules.
- B. Travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies.

## **SECTION 30. MAINTENANCE OF EFFORT**

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source, nor may they in any way serve to reduce the funds or resources, which would have been available to or provided through Subrecipient, had this Contract never been executed.

### **SECTION 31. DEBARRED AND SUSPENDED PARTIES**

By signing this Contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA) as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not make any award provided by this Contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) and including a copy of the results in its project files. Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors. Subrecipient may rely upon a certification of a prospective subcontractor that is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department’s determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts,” as set out in Addendum D, without modification, and this language under this Section 31, in all its subcontracts.

### **SECTION 32. NO WAIVER**

No right or remedy given to Department by this Contract shall preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department’s right to exercise that or any other right or remedy at a later time.

### **SECTION 33. ORAL AND WRITTEN AGREEMENTS**

- A. All oral and written agreements between the parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
  - 1. Addendum A, Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
  - 2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
  - 3. Addendum C - Certification Regarding Environmental Tobacco Smoke
  - 4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters
  - 5. Exhibit A, Budget and Performance Statement
  - 6. Exhibit B, PRWORA Requirements
  - 7. Exhibit C, Documentation of Disability
  - 8. Exhibit D, Materials and Work Standards

### **SECTION 34. SEVERABILITY**

If any section or provision portion of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of it shall remain valid and binding.



### **SECTION 35. HISTORICAL PRESERVATION**

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (16 U.S.C. 470) (NHPA). The Department has provided guidance through the best practice document posted on the Department's website at <http://www.tdhca.state.tx.us/community-affairs/wap/docs/WAP-BP-HistoricPresFlowchart.pdf>.

### **SECTION 36. USE OF ALCOHOLIC BEVERAGES**

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

### **SECTION 37. APPEALS PROCESS**

In compliance with the WAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with §5.505 of the WAP State Rules.

### **SECTION 38. SPECIAL CONDITIONS**

Subrecipient shall accept applications for WAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide elderly and disabled individuals the means to submit applications for WAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

### **SECTION 39. FORCE MAJURE**

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

### **SECTION 40. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

### **SECTION 41. COUNTERPARTS AND FACSIMILIE SIGNATURES**

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

### **SECTION 42. NUMBER, GENDER**

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

#### **SECTION 43. NOTICE**

- A. If notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

**As to Department:**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
P. O. Box 13941  
Austin, Texas 78711-3941  
Attention: Michael De Young  
Telephone: (512) 475-2125  
Fax: (512) 475-3935  
michael.deyoung@tdhca.state.tx.us

**As to Subrecipient:**

Texoma Council of Governments  
1117 Gallagher Dr  
Sherman, TX 750903108  
Attention: Susan Thomas, Executive Director  
Telephone: (903) 813-3512 Fax: (903) 813-3511 Email: sthomas@texoma.cog.tx.us

- B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 43.

#### **SECTION 44. VENUE AND JURISDICTION**

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on: **7/21/2015**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,**  
**a public and official agency of the State of Texas**

By:  
Title: Its duly authorized officer or representative  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER **56150002277** FOR THE  
FY 2015 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM  
(CFDA# 81.042)

**ADDENDUM A**

**Certification Regarding Lobbying for  
Contracts, Grants, Loans, and Cooperative Agreements**

**Texoma Council of Governments  
a political subdivision of the State of Texas**

The undersigned certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned certifies, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER **56150002277** FOR THE  
FY 2015 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM  
(CFDA# 81.042)

**ADDENDUM B**

**Certification Regarding Drug-Free Workplace Requirements**

**Texoma Council of Governments  
a political subdivision of the State of Texas**

*This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.*

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 56150002277 FOR THE**  
**FY 2015 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM**  
**(CFDA# 81.042)**

**ADDENDUM C**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract, the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER **56150002277** FOR THE  
FY 2015 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM  
(CFDA# 81.042)

**ADDENDUM D**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subcontracts and in all solicitations for subcontracts:

**"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION - SUBCONTRACTS/LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**LOWER TIER PARTICIPANT/SUBCONTRACTOR:**

\_\_\_\_\_  
[Signature]

Printed Name: \_\_\_\_\_

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

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

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 56150002277 FOR THE**  
**FY 2015 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM**  
**(CFDA# 81.042)**

**EXHIBIT A**

**BUDGET AND PERFORMANCE STATEMENT**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

**DEPARTMENT FINANCIAL OBLIGATIONS**

<u>\$ 106,088.00</u>	DOE WAP FUNDS CURRENTLY AVAILABLE
<u>\$ 10,000.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 106,088.00</u>	TOTAL ANTICIPATED DOE WAP FUNDS
<u>\$ 10,000.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current Contract Term. Unexpended fund balances will be recaptured.

**BUDGET FOR AVAILABLE ALLOCATIONS**

<sup>1</sup>

CATEGORIES	FUNDS
<sup>2</sup> Administration	\$ 11,609.00
<sup>3</sup> Liability / Pollution Occurrence Insurance	\$ 4,371.00
Fiscal Audit	\$ 800.00
Materials / Program Support / Labor	\$ 71,446.00
<sup>4</sup> Health and Safety	\$ 17,862.00
<b>SUB-TOTAL</b>	<b>\$ 106,088.00</b>
<sup>5</sup> Training and Technical Assistance	\$ 10,000.00
<b>TOTAL</b>	<b>\$ 116,088.00</b>

**FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:**

- <sup>1</sup> Denotes that the Subrecipient must request in writing any amendment needed to a budget category before TDHCA will make any amendments. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit, Training and Technical Assistance and/or the Health and Safety categories. Subrecipients are limited to two (2) requested budget amendments during the current Contract Term. **Only those written request(s) from the subrecipients received at least forty-five (45) days prior to the end of the Contract Term will be reviewed. TDHCA may decline to review written requests received during the final 45 days of the Contract Term.**
- <sup>2</sup> Denotes maximum dollar amount permitted for administration based on **10.00%** of the total allowable expenditures excluding travel for training.
- <sup>3</sup> Denotes maximum \$2,000 for liability insurance and the remaining balance for pollution occurrence insurance.



<sup>4</sup> Denotes the maximum allowed for Health and Safety expenditures.

<sup>5</sup> Department approved training / travel only. The Department must pre-approve any training and travel expenses.

## **PERFORMANCE**

Subrecipient's service area consists of the following Texas counties:

**BOWIE, CAMP, CASS, COOKE, DELTA, FANNIN, FRANKLIN, GRAYSON, HOPKINS,  
LAMAR, MARION, MORRIS, RAINS, RED RIVER, TITUS**

Work orders must be submitted to weatherization contractors no later than June 30, 2016 for any weatherization activities to be completed under this Contract. All weatherization activities including final inspection must be completed no later than July 31, 2016.

Subrecipient may incur costs associated with the closeout of this Contract. These activities include but are not limited to: payment of invoices, and quality assurance activities for a period no to exceed 45 days from the end of the Contract Term defined in Section 2 of this Contract.

These costs shall be reported on the final report described in Section 10 of this Contract.

Subrecipient shall provide weatherization program services sufficient to expend the Contract funds during the Contract Term. WAP costs per unit (materials, labor, and program support), excluding health and safety expenses, shall not exceed \$7,105.00 total cost per unit without prior written approval from the Department. The cumulative total cost per unit (materials, labor, and program support), shall not exceed the maximum allowable by end of the Contract Term.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NO. 56150002277 FOR THE FY 2013  
DOE WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

**EXHIBIT B**

**PRWORA REQUIREMENTS**

**Texoma Council of Governments,  
a political subdivision of the State of Texas**

If an individual is applying for WAP funds, a Subrecipient must verify that the individual applying for WAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. § 1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility. (8 U.S.C. §1642 (a) and (b)) Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations. (Federal Register on November 17, 1997 at 62 Fed. Reg. 61344)

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER 56150002277 FOR THE  
FY 2015 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM  
(CFDA# 81.042)

**EXHIBIT C**

**DOCUMENTATION OF DISABILITY**

**Texoma Council of Governments  
a political subdivision of the State of Texas**

1. All WAP repairs, purchases and/or replacements of heating/cooling units are allowable only for eligible units for which a whole house assessment has been completed and either health and safety issues documented or an Energy Audit showing a Savings-to-Investment Ratio of 1 or greater for the repair, purchase and/or replacement has been completed. No other reason for repair, purchase and/or replacements, including medical reasons, shall be accepted. Under NO CIRCUMSTANCES should clients' medical information be collected or kept by Subrecipients.
2. Except if required by federal law, documentation of disability must NOT include protected health information as defined in the Texas Health and Safety Code, Subtitle I, Chapter 181.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER 56150002277 FOR THE  
FY 2015 U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM  
(CFDA# 81.042)

**EXHIBIT D**

**MATERIALS AND WORK STANDARDS**

**Texoma Council of Governments  
a political subdivision of the State of Texas**

1. Subrecipient shall weatherize eligible dwelling units using only weatherization materials which meet or exceed the standards prescribed by DOE in Appendix A of 10 CFR Part 440.
2. All weatherization measures installed shall meet or exceed the standards prescribed by DOE in Weatherization Program Notice (WPN) 15-4 regarding Standard Work Specifications, as detailed in the Department's Materials Installation Standards Manual. Materials Installation Standards Manual is required on every unit.
3. All weatherization work must be performed in accordance to the DOE-approved energy audit procedures, 10 CFR Part 440 Appendix A, State of Texas adopted International Residential Code (or that of jurisdictions authorized by State law to adopt later editions).
4. Subrecipient will include the substance of this Exhibit in all subcontracts.

TEXOMA COUNCIL OF GOVERNMENTS  
DOE 2015  
From 12/1/2014 Through 12/31/2014

20 - CLIENT SERVICES  
280 - DOE 2015 PROG SUPP 9/15/13-  
3/31/15

DECEMBER, 2014

			Current Period
			Actual
		Total Budget	
<b>REVENUES</b>			
6001	FEDERAL FUNDS	119,422.00	0.00
	Total REVENUES	<u>119,422.00</u>	<u>0.00</u>
<b>EXPENSES</b>			
<b>ADMINISTRATION</b>			
8002	DIRECT SALARIES ADMIN	5,400.00	444.30
8102	EMPLOYEE BENEFITS ADMIN	2,658.00	215.93
8302	G&A INDIRECT COST ADMIN	1,853.06	171.60
8402	ON SITE INDIRECT COST ADMIN	<u>1,146.94</u>	<u>92.37</u>
	Total ADMINISTRATION	11,058.00	924.20
<b>PROGRAM SUPPORT</b>			
8003	DIRECT SALARIES PROG SUPT	12,350.00	0.00
8103	EMPLOYEE BENEFITS PROG SUPT	6,080.00	0.00
8203	TRAVEL PROG SUPT	2,400.00	0.00
8303	G&A INDIRECT COST PROG SPT	4,238.03	0.00
8403	ON SITE INDIRECT COST PROG SPT	2,581.97	0.00
8602	SUBCONTRACT LABOR	25,675.00	0.00
8603	SUBCONTRACT MATERIAL	25,675.00	0.00
9804	AUDIT SERVICES	800.00	0.00
9808	INSURANCE & BONDING GENERAL	<u>5,198.00</u>	<u>0.00</u>
	Total PROGRAM	84,998.00	0.00
<b>HEALTH &amp; SAFETY</b>			
8201	TRAVEL	8,845.00	0.00
8604	SUBCONTRACT H&S	<u>14,521.00</u>	<u>0.00</u>
	Total HEALTH & SAFETY	<u>23,366.00</u>	<u>0.00</u>
	Total EXPENSES	<u>119,422.00</u>	<u>924.20</u>
	NET INCOME/LOSS	<u>0.00</u>	<u>(924.20)</u>

TEXOMA COUNCIL OF GOVERNMENTS  
DOE 2015  
From 12/1/2014 Through 12/31/2014

Project-to-Date Actual	Budget Balance	Percent Budget Remaining
<u>95,768.03</u>	<u>(23,653.97)</u>	<u>(19.81)%</u>
<u>95,768.03</u>	<u>(23,653.97)</u>	<u>(19.81)%</u>
2,916.13	2,483.87	46.00%
1,432.06	1,225.94	46.12%
1,019.84	833.22	44.96%
<u>609.03</u>	<u>537.91</u>	<u>46.90%</u>
5,977.06	5,080.94	45.95%
6,847.12	5,502.88	44.56%
3,368.79	2,711.21	44.59%
0.00	2,400.00	100.00%
2,349.66	1,888.37	44.56%
1,431.25	1,150.72	44.57%
35,197.25	(9,522.25)	(37.09)%
26,427.35	(752.35)	(2.93)%
0.00	800.00	100.00%
<u>0.00</u>	<u>5,198.00</u>	<u>100.00%</u>
75,621.42	9,376.58	11.03%
699.00	8,146.00	92.10%
<u>13,865.00</u>	<u>656.00</u>	<u>4.52%</u>
<u>14,564.00</u>	<u>8,802.00</u>	<u>37.67%</u>
<u>96,162.48</u>	<u>23,259.52</u>	<u>19.48%</u>
(394.45)	(394.45)	0.00%

**TO:** TCOG Governing Board  
**THRU:** Allison Minton, Client Services Director *AM*  
**FROM:** Judy Fullylove, 2-1-1 Program Manager *JF*  
**DATE:** September 4, 2015  
**RE:** 2-1-1 Information and Referral Contract

### **RECOMMENDATION**

Authorize Executive Director to execute contract with Texas Health and Human Services (HHSC) for the 2-1-1 Information and Referral Program and Childcare Contract.

### **BACKGROUND**

TCOG's 2-1-1 program is funded through HHSC and is one of 24 call centers throughout the state designed to assist callers by providing referrals to various local and statewide programs. By simply dialing the three digit code, 2-1-1; callers are given information and referrals to a variety of community resources, government assistance, and human services. Statewide, nearly 3 million people call 2-1-1 annually.

### **DISCUSSION**

TCOG's 2-1-1 staff field over 50,000 calls annually. A robust database designed and maintained for the 2-1-1 program is utilized to provide callers with referrals to more than 300 agencies in the region. The top referral requests relate to: housing assistance; utility assistance; food insecurities; medical assistance; legal aid and other social services.

The program receives an amendment for calls related to child care services. Locally, 2-1-1 staff field 980 calls for referrals to reliable child care providers as well as assistance with child care expenses.

### **BUDGET**

Contract period is September 1, 2015 through August 31, 2018 with an option for a two-year extension to August 31, 2020. The contract amount is \$390,695 annually and supports; salaries and fringe benefits for six full-time employees, supplies, materials, travel, after-hours contractor and indirect costs.

The child care amendment contract is the same contract period with an amount \$6,089.30 which supports additional travel and supplies. The sum of the general contract and the child care contract is \$396,784.00

# BGET for 2-1-1 SERVICES CONTRACTS FY'16

**Contractor:** Texoma

**Contract No.** 529.16.0006.00024

**Contract Period:** 9/1/2015 through 8/31/2016

Cost Category	A	B	C
	Grand Total	Reimbursable	Other (Match)
(1A) Personnel - Salaries	\$ -	\$ -	\$ -
(1B) Personnel - Fringe Benefits	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
(2) Travel	\$ 2,628.00	\$ 2,628.00	\$ -
(4) Equipment (Rent/Lease/Purchase)	\$ -	\$ -	\$ -
(3) Materials, Supplies	\$ 3,461.30	\$ 3,461.30	\$ -
<b>Subtotal</b>	<b>\$ 6,089.30</b>	<b>\$ 6,089.30</b>	<b>\$ -</b>
(5) Other Costs (list below)	\$ -	\$ -	\$ -
(6) Contractual	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Direct Costs</b>	<b>\$ 6,089.30</b>	<b>\$ 6,089.30</b>	<b>\$ -</b>
<b>Total Indirect Costs with required 10% CAP</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Total</b>	<b>\$ 6,089.30</b>	<b>\$ 6,089.30</b>	<b>\$ -</b>

**Certified by:** 

**Name:** Susan B. Thomas, PhD

**Title:** Executive Director

**Date:** August 24, 2015



**AGREEMENT BY AND BETWEEN  
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
AND TEXOMA COUNCIL OF GOVERNMENTS  
FOR  
2-1-1 TEXAS INFORMATION & REFERRAL SERVICES  
FOR INFORMATION AND REFERRAL SERVICES**

This agreement ("**Agreement**" or "**Contract**"), is by and between the Texas Health and Human Services Commission ("**HHSC**"), an administrative agency within the executive department of the State of Texas, having its principal office at 4900 North Lamar Boulevard, Austin, Texas, 78751, and Texoma Council of Governments ("**CONTRACTOR**"), an entity organized under the laws of the State of Texas, having its principal place of business at 1117 Gallagher Dr., Suite 210, Sherman Texas 75090. HHSC and Texoma Council of Governments may be referred to in this Agreement individually as "Party" and collectively as the "Parties."

HHSC and Texoma Council of Governments do hereby make and enter into this Agreement, which constitutes the entire Agreement under the above referenced-contract number between CONTRACTOR and HHSC.

**I. Legal Authority**

HHSC is authorized to enter into this Agreement under its authority pursuant to Texas Government Code, Chapter 531, established by the H.B. 2596, 75th Texas Legislature, Regular Session, 1997, which designates the responsibility for developing, coordinating, and implementing a statewide information and referral network to the Texas Health and Human Services Commission (HHSC). As a result, HHSC developed the 2-1-1 Texas Information & Referral Network which provides a single, statewide number consumers can dial for information about community resources.

**II. General Terms and Conditions**

**a. HHSC Uniform Contract Terms and Conditions**

CONTRACTOR must comply with the HHSC Uniform Contract Terms & Conditions, Version 1.5, located at

[http://www.hhsc.state.tx.us/about\\_hhsc/Contracting/rfp\\_attch/General\\_TC.pdf](http://www.hhsc.state.tx.us/about_hhsc/Contracting/rfp_attch/General_TC.pdf), and all amendments thereto, which are incorporated for all purposes into this Agreement (the "HHSC UTCs").

**b. Agreement Elements and Order of Precedence**

- i. The Agreement between the Parties will consist of the following, and in the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence:

1. The final executed Agreement, including exhibits, and all amendments thereto;
2. HHSC's Uniform Contract Terms and Conditions 1.5 and all amendments thereto as **Exhibit A**;
3. RFP 529-16-0006 and all attachments and addenda as clarified and modified by vendor questions and HHSC's response thereto as **Exhibit B**;
4. CONTRACTOR's Plan of Operations and all attachments thereto, which are incorporated for all purposes into this Agreement as **Exhibit C** (collectively, "Plan of Operations"); and
5. CONTRACTOR's Budget Pages and all attachments thereto, which are incorporated for all purposes into this Agreement as **Exhibit D** (collectively, "Budget Pages");
6. CONTRACTOR's Proposal and final agreed clarifications and modifications as **Exhibit E**.

c. **Contract Term/Contract Period**

The effective term of this Agreement begins on September 1, 2015 or on the date of full execution of this Agreement, whichever is later ("**Effective Date**"), and will continue through August, 31, 2018 (the "**Initial Term**"), with two (2) additional 12-month renewal options (each a "**Renewal Term**" or, as with the Initial Term, a "**Contract Term**"). The Agreement may be renewed only by a written amendment executed by the Parties. All contract renewals beyond the Initial Term will be subject to the terms and conditions of the Agreement, including those related to appropriation of funds.

The Contract Period begins on the Effective Date and ends at the expiration of the Initial Term or, if applicable, the final Renewal Term, unless terminated earlier in accordance with the terms of the Agreement.

d. **Contract Award**

The total amount for the Initial Term of this Agreement is \$390,695.00. Continued funding for this contract is contingent upon availability of State and Federal funds. HHSC will notify CONTRACTOR of funding for Renewal Terms in writing at least 30 calendar days prior to the renewal amendment effective date.

**III. Services and Performance Measurement**

The CONTRACTOR understands and agrees that upon execution of this Agreement, CONTRACTOR will be responsible for performing all services proposed in the

CONTRACTOR's Plan of Operations ("Services") in accordance with all federal and state laws applicable to this Agreement. This includes:

- a. Providing Services only to eligible populations as defined in the CONTRACTOR Plan of Operations;
- b. Meeting all performance measure targets (outputs), proposed by the CONTRACTOR and accepted by HHSC (including but not limited to the Scope of Work and the CONTRACTOR's approved Plan of Operations);
- c. Reporting on Services provided in accordance with HHSC requirements; and
- d. Maintaining all documentation to support any Services or activities that support the Contract which are performed by the CONTRACTOR or CONTRACTOR's subcontractors and for which CONTRACTOR intends to be reimbursed or has been reimbursed by HHSC.

**IV. Payment/Reimbursement Provisions.**

- a. Notwithstanding any provision in this Agreement to the contrary, the parties acknowledge that CONTRACTOR has no right of reimbursement for Services performed and invoices are not properly payable under this Agreement unless and until (i) HHSC has received funding approval from all funding sources for Services provided under this Agreement and (ii) the Agreement has been fully executed with signatures by an authorized representative of each Party. If HHSC does not receive the necessary approvals to fund this Agreement in full or in part, HHSC will not be obligated to reimburse CONTRACTOR for any and all Services performed by CONTRACTOR during the Contract Period for which funding was not approved. Under those circumstances, HHSC will not be considered to be in default or breach under this Contract, nor will HHSC be liable for any damages or any expenses incurred by CONTRACTOR due to HHSC's failure to reimburse.
- b. Payment to CONTRACTOR shall be on a monthly basis. CONTRACTOR shall be paid only for Services and related expenses that are eligible for reimbursement under this Agreement in accordance with federal and state laws and in accordance with the CONTRACTOR's Budget Pages, and Plan of Operations.
- c. CONTRACTOR shall ensure that:
  - i. Expenditures eligible for reimbursement under this Agreement are expenses that have been:
    1. incurred in accordance with the CONTRACTOR's approved budget;
    2. incurred within the Contract Period;
    3. deemed allowable in 2 C.F.R. Part 200 (formerly known as OMB Circular A-122); and

4. paid by the CONTRACTOR or owed by the last day of the then-current Contract Term in accordance with the CONTRACTOR's method of accounting.
- ii. All costs are allocable, reasonable, necessary, and allowable under the federal cost principles governing nonprofits and incurred in accordance with the terms and conditions set forth in this Agreement, prior to charging those expenditures to this Agreement.
- d. HHSC will make payment in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

**V. Invoice Requirements**

CONTRACTOR shall submit an invoice in the format prescribed by HHSC with required supporting documentation within 45 days after the last day of each month in which services were provided. Upon HHSC's request, CONTRACTOR shall provide additional information to the degree or detail necessary to resolve any review, examination, inquiry or audit by HHSC or other responsible authority. The CONTRACTOR's invoice must certify that payments requested are in accordance with applicable contract provisions as well as applicable laws and regulations and that the requirements of the contract have been met.

**VI. Recoupment of Funds**

- a. HHSC will recoup from CONTRACTOR any overpayments and/or payments made for Services or expenses that do not meet the requirements of this Contract.
- b. HHSC or its representatives and/or agents, or any other state or federal regulatory agency, may identify overpayments through activities such as contract monitoring, in day-to-day contract management activities, or as a result of an audit. Examples of when overpayments occur include situations where the CONTRACTOR was paid in excess of the CONTRACTOR's reimbursable budget or allocation of funds or the CONTRACTOR was paid for expenses or Services that did not meet contract requirements.
- c. The CONTRACTOR must repay HHSC any identified overpayment within the timeframe specified by HHSC in a written notice to CONTRACTOR. Alternatively, at HHSC's sole option, HHSC may offset the overpayment by reducing subsequent payment(s) to CONTRACTOR by the overpaid amount.

**VII. Contract Remedies**

In the event that the CONTRACTOR fails to perform Services in accordance with the provisions of this Contract and the approved Plan(s) of Operation, HHSC may, upon written notice to the Contractor, immediately terminate this Contract in its entirety or with respect to certain Services. Alternatively or in conjunction with a partial termination by HHSC under this section, HHSC may require CONTRACTOR to submit, within the timeframes specified by HHSC, corrective action plans that are subject to HHSC's approval. If appropriate, HHSC may also withhold or recoup reimbursement payments from CONTRACTOR for Services not properly performed

under this Contract. The foregoing remedies are not the exclusive remedies of HHSC but are in addition to any other rights and remedies provided by law or under this Contract.

#### **VIII. Confidentiality**

- a. CONTRACTOR and any of its subcontractors associated with this Agreement will ensure the confidentiality of all client and personnel information and records in accordance with the HHSC UTCs, applicable federal and state laws, rules, regulations and program policies and procedures. This provision does not limit HHSC's right of access to client and personnel information or records relating to Services provided under this Agreement.

#### **IX. Contract Records**

- a. CONTRACTOR shall ensure that all client files are stored in a secure location, with access limited only to authorized employees officers, directors, subcontractors, or agents of the CONTRACTOR. CONTRACTOR shall retain all client records for a minimum period of three (3) years and ninety (90) calendar days after the client has terminated services or three (3) years and ninety (90) calendar days after the end of the Contract Period, whichever is the lesser period.
- b. Financial records must be kept for a minimum of seven (7) years after the date of submission of the final billing or until the resolution of all litigation, claim, financial management review or audit pertaining to this Agreement, whichever is longer as required by the HHSC UTCs. All other records or documents that pertain to the Contract must be kept in a readily accessible location for a minimum of three years (3) and ninety (90) calendar days after the end of the Contract Period. If any litigation, claim, or audit involving these records or documents begins before that time, the CONTRACTOR must keep the records and documents for not less than three years (3) and ninety (90) calendar days after all litigation, claims, or audit findings are resolved.
- c. The CONTRACTOR must allow HHSC and all applicable federal and state funders of HHSC, or state/federal agencies or their representatives investigating CONTRACTOR to inspect, monitor, or evaluate client records, books, and supporting documents that pertain to Services provided.
- d. Record retention and accessibility requirements apply to electronic and paper records and documents.
- e. The CONTRACTOR must maintain the following in an accessible location:
  - i. All financial records and supporting documentation that support a claim or reimbursement request submitted to HHSC in support of the Services performed under this Agreement;
  - ii. All documentation in support of all Performance Reports submitted to HHSC for Services performed under this Agreement;

- iii. A complete copy of this Contract, including any and all budget amendments, exhibits, attachments and the CONTRACTOR's approved budget and Plan of Operation;
- iv. Copies of CONTRACTOR's most recent independent audit reports and related correspondence;
- v. Copies of HHSC's monitoring and evaluation reports, documentation of corrective actions, and related correspondence;
- vi. The CONTRACTOR's Operating Policies and Procedures;
- vii. Fair Labor Standards Act Information for Employees;
- viii. HHSC's contact information for any client or employee who wishes to contact HHSC to file a complaint against the CONTRACTOR; and
- ix. All records relating to the provision of Services required under this Contract.

**X. Cooperation with HHSC and state and federal administrative agencies.**

- a. As provider of the Services under this Agreement, the CONTRACTOR understands that the acceptance of funds under this Agreement acts as acceptance of the authority of HHSC, or its representatives and/or agents and any state or federal regulatory agency, to inspect, monitor, evaluate or audit client records, financial records, and any supporting documents that pertain to Services provided or expenditures incurred under this Agreement, in accordance with any applicable federal and state laws.
- b. Access at reasonable times to all financial books and records, supporting documentation pertaining to Services provided, and client records shall be granted to HHSC, its representatives, agents, or any state or federal regulatory agency when it is deemed necessary by such agencies for purposes of inspection, monitoring, evaluating, or auditing of such materials.
- c. CONTRACTOR shall make all financial books and records, supporting documentation pertaining to Services provided, and client records (with client-identifying information fully redacted) available for the period necessary for HHSC, its representative, agents, or any state or federal regulatory agency to conduct an inspection, monitoring, evaluation, or audit of such materials. Such audits will be conducted during reasonable business hours as maintained by CONTRACTOR.

**XI. Multiple contracts**

If the CONTRACTOR provides Services under multiple contracts, it must maintain an accounting system that separates expenditures by contract to ensure appropriate expense allocation and contract billing (i.e. fund accounting).

**XII. Budget Revisions**

- a. CONTRACTOR must obtain HHSC's prior written approval for any fund transfers among approved budget categories that will singularly or cumulatively exceed ten percent (10%) of the total contract budget.
- b. CONTRACTOR must ensure that any budget revision is in compliance with the terms and conditions of this Contract, is for allowable expenses only, and does not change the scope of this Contract.
- c. CONTRACTOR must make budget revisions in the format prescribed by HHSC.

**XIII. CONTRACTOR'S Cost Allocation Plan and Methodology**

- a. The Parties acknowledge that, prior to execution of this Contract, CONTRACTOR provided to HHSC a Cost Allocation Plan based upon a methodology that equitably distributes the CONTRACTOR's costs among the CONTRACTOR's various funding sources. CONTRACTOR shall maintain and abide by that Cost Allocation Plan unless HHSC approves a revised Cost Allocation Plan provided by CONTRACTOR.
- b. CONTRACTOR shall submit a revised Cost Allocation Plan if CONTRACTOR makes any changes to the Cost Allocation Plan that affect the distribution of expenses for costs charged to the Contract.
- c. HHSC's acceptance of the CONTRACTOR'S Cost Allocation Plan is limited to HHSC's interpretation of the reasonableness of the distribution of costs as they relate to this Agreement, and as such HHSC provides no guarantee to CONTRACTOR as to the correctness of the CONTRACTOR's Cost Allocation Plan and methodology used.

**XIV. HHSC Monitoring Results with Findings.**

- a. In the event that HHSC or its representatives or agents develop a report with findings based on HHSC's monitoring of CONTRACTOR's performance under this Agreement, the CONTRACTOR must submit a written response within the timeframe specified by HHSC explaining the actions the CONTRACTOR has taken or plans to take to address the findings.

**If the CONTRACTOR fails to address or willfully refuses to address any finding within a reasonably negotiated timeline, the CONTRACTOR is subject to the appropriate remedies available under this Agreement or provided by law, as determined by HHSC.**

**XV. Building Codes and Safety Requirements**

- a. The CONTRACTOR's facilities must be in good repair and in compliance with applicable local health fire, electrical and building safety codes.
- b. The CONTRACTOR's facilities must be in compliance with the Americans with Disabilities Act (ADA) to ensure accessibility for persons with physical disabilities.

**XVI. Assignment**

CONTRACTOR may not assign this Contract, in whole or in part, and may not assign any right or duty required under it, unless the assignment is approved in writing by HHSC. CONTRACTOR must give 30-day advanced written notice to HHSC of an assignment of this Agreement by CONTRACTOR. Before the assignment occurs, CONTRACTOR and the assignee must enter into an assignment agreement, subject to HHSC's prior approval. Within ninety (90) calendar days after such agreement takes effect, HHSC will evaluate the assignee's ability to continue the provision of contracted Services. If HHSC determines that the assignee is not able to provide the contracted Services, it will give the assignee written notice of contract termination thirty (30) calendar days prior to termination.

**XVII. Audit Requirements for Sub-Recipients**

- a. If the CONTRACTOR receives state or federal funds in the amount exceeding the threshold required by the Single Audit Act, the CONTRACTOR must comply with the requirements specified in the regulations found at 2 CFR Part 200, formerly known as the Office of Management and Budget (OMB) Circular A-133.
- b. If applicable, CONTRACTOR shall ensure that it engages in a procurement process to solicit single audit services at least once every six years as a recipient of funds received from HHSC under any contract agreement.
- c. CONTRACTOR shall submit to HHSC a copy of its annual audit, within ninety (90) calendar days of completion or within thirty (30) days of CONTRACTOR's Board of Directors approval, whichever comes first.
- d. If the CONTRACTOR receives state or federal funds in an amount not subject to the threshold requirements of the regulations found at 2 CFR Part 200, formerly known as OMB Circular A-133, the CONTRACTOR must submit a program-specific audit to HHSC within ninety (90) days of audit completion, or within thirty (30) calendar days of CONTRACTOR's Board approval, whichever comes first.



**XVIII. Federal Funding Accountability and Transparency Act of 2006 for Subrecipients**

If FFATA requirements are associated with the funding for this Contract, CONTRACTOR shall comply with the FFATA requirements as prescribed by the attached **Exhibit E**.

**XIX. State Certifications**

- a. Pursuant to Section 231.006, Texas Family Code (relating to child support), the CONTRACTOR, by signing this Contract, certifies that it is not ineligible to receive a payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
- b. Pursuant to §2155.004, Texas Government Code, the CONTRACTOR certifies that CONTRACTOR is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the solicitation documents, if applicable, or specifications for this Contract from a state agency.
- c. Contractor certifies that it and its principals are eligible to participate in the Contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement, if applicable, and contracting and that Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>
- d. Sections 2155.006 and 2261.053, Government Code, prohibit HHSC from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004 of the Government Code, occurring after September 24, 2005. Under §2155.006, Government Code, the CONTRACTOR certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
- e. If CONTRACTOR is a Texas state agency, the Parties agree that this Agreement is authorized and made in compliance with the Interagency Cooperation Act, Chapter 771, and Texas Government Code. The parties certify that:
  - i. The services specified in this document are necessary and essential and are properly within the statutory functions and programs of the Parties;
  - ii. The proposed arrangements serve the interest of efficient and economical administration of state government; and

- iii. The services, supplies, or materials contracted for are not required by §21 of Article 16 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

**XX. Federal Certifications**

- a. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor". Contractor shall ensure that all subcontracts comply with the above referenced provisions.
- b. Contractor certifies that neither it or its principals are debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Contractor agrees to include this provision in any subcontracts related to this Contract.
- c. Contractor certifies that, if the total Contract amount, including any Contract amounts for Renewal Terms, exceeds \$150,000, it will to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor agrees to include this provision in any subcontracts related to this Contract exceeding \$150,000.
- d. Contractor certifies that, if the total Contract amount, including any Contract amounts for Renewal Terms, exceeds \$100,000, Contractor will comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. Contractor must submit with its response the Certification Regarding Lobbying attached to this Contract as **Exhibit G**. The requirements of this provision shall be included in all subcontracts exceeding \$100,000.

**XXI. 2-1-1 Texas Information and Referral Network Specific Terms and Conditions**

- a. Compliance with program Policy and Procedure

XXII. CONTRACTOR must comply with: current policy and procedure, as well as Alliance of Information and Referral Systems (AIRS) Standards and reasonable program standards (example: handbooks, minimum standards, program policies, etc.) established by HHSC in the future.

a. Changes in legally authorized agency representatives and program key staff

Within five business days, CONTRACTOR must give written notice to HHSC of a change in its legally authorized representative (Executive Director/President) and/or program key staff. Notice should be provided on the agency letterhead addressed to the HHSC Contract Manager by the CONTRACTOR's Director (for key program staff) or by CONTRACTOR'S Board Chair (for Executive Director/President). With respect to changes in legally authorized representatives, Contractor must with its written notice to HHSC an updated Vendor Information form. Notice and forms are to be submitted to the following address:

Health and Human Services Commission  
2-1-1 TIRN Program  
909 West 45<sup>th</sup> Street  
Mail Code 2077  
Austin, Texas 78751  
Fax: 512-206-5531

**XXIII. Exhibits**

The following exhibits are incorporated into this Contract for all purposes:

- a. Exhibit A - HHSC Agency's Uniform Terms and Conditions (UTC'), Version 1.5
- b. Exhibit B - HHSC's Request for Proposal (RFP 529-16-0006) and its Addenda and Attachments
- c. Exhibit C - Plan of Operations
- d. Exhibit D - Budget Pages
- e. Exhibit E - Contractor's Proposal
- f. Exhibit F - Federal Funding Accountability and Transparency Act of 2006 Requirements
- g. Exhibit G - Certification Regarding Lobbying
- h. Exhibit H - HUB Subcontracting Plan



**AGREEMENT BETWEEN  
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
AND  
TEXOMA COUNCIL OF GOVERNMENTS FOR  
2-1-1 TEXAS INFORMATION & REFERRAL SERVICES  
FOR INFORMATION AND REFERRAL SERVICES**

**EXHIBIT G**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE BY: 

NAME: Susan B. Thomas, PhD

TITLE Executive Director

DATE 7/30/2015

**BUDGET for 2-1-1 SERVICES CONTRACTS**  
**RFP No. 529-16-0006**

**Contractor** Texoma

**Contract No.** \_\_\_\_\_

**Contract Period** 9/1/2015 - 8/31/2016

Cost Category	A Grand Total	B Reimbursable	C Other (Match)
(1A) Personnel - Salaries	181,643.00	181,643.00	0.00
(1B) Personnel - Fringe Benefits	85,735.00	85,735.00	0.00
<b>Subtotal</b>	<b>267,378.00</b>	<b>267,378.00</b>	<b>0.00</b>
(2) Travel	3,619.73	3,619.73	0.00
(4) Equipment (Rent/Lease/Purchase)		0.00	0.00
(3) Materials, Supplies	11,353.54	11,353.54	
<b>Subtotal</b>	<b>14,973.27</b>	<b>14,973.27</b>	<b>0.00</b>
(5) Other Costs (list below)	66,826.00	66,826.00	0.00
Accounting and Payroll			
Central IT			
(6) Contractual	6,000.00	6,000.00	0.00
After Hours Contract			
<b>Subtotal</b>	<b>72,826.00</b>	<b>72,826.00</b>	<b>0.00</b>
<b>Total Direct Costs</b>	<b>355,177.27</b>	<b>355,177.27</b>	
<b>required 10% CAP</b>	<b>35,517.73</b>	<b>35,517.73</b>	<b>0.00</b>
<b>Grand Total</b>	<b>390,695.00</b>	<b>390,695.00</b>	<b>0.00</b>

**Certified by:** 

**Name:** Susan B. Thomas, PhD

**Title:** Executive Director

**Date:** 5/13/2015

TEXOMA COUNCIL OF GOVERNMENTS  
Statement of Revenues and Expenditures  
From 7/1/2015 Through 7/31/2015

20 - CLIENT SERVICES

257 - TEXOMA I&A 211 9/1/14-8/31/15

		Total Budget	Current Period Actual	Project-to-Date Actual	Budget Balance	Budget Remaining - Original
Revenues						
6121	STATE FUNDS HHSC	396,855.37	64,086.93	324,967.40	(71,887.97)	(18.11)%
6202	LOCAL FUNDS OTHERS	0.00	1,525.00	6,247.98	6,247.98	0.00%
6401	INTEREST INCOME	0.00	0.00	45.31	45.31	0.00%
Total Revenues		396,855.37	65,611.93	331,260.69	(65,594.68)	(16.53)%
Expenses						
211 PROGRAM EXPENSES						
8001	DIRECT SALARIES	181,675.00	14,588.78	164,958.24	16,716.76	9.20%
8101	EMPLOYEE BENEFITS	89,384.00	6,885.90	79,833.99	9,550.01	10.68%
8201	TRAVEL	4,479.00	79.35	2,276.52	2,202.48	49.17%
8301	G&A INDIRECT COST	18,518.00	5,254.86	60,704.95	(42,186.95)	(227.82)%
8401	ON SITE INDIRECT COST	17,000.00	2,645.69	33,373.74	(16,373.74)	(96.32)%
8501	SUPPLIES	14,999.37	549.23	15,821.60	(722.23)	(5.63)%
8601	SUBCONTRACT	6,000.00	500.00	5,000.00	1,000.00	16.67%
8801	OTHER	64,800.00	90.68	353.32	64,446.68	99.45%
Total 211 PROGRAM EXPENSES		396,855.37	30,594.49	362,222.36	34,633.01	8.70%
LOCAL EXPENSES						
8832	OTHER LOCAL	0.00	0.00	0.00	0.00	0.00%
Total LOCAL EXPENSES		0.00	0.00	0.00	0.00	0.00%
Total Expenses		396,855.37	30,594.49	362,222.36	34,633.01	8.70%
Net Income/Loss		0.00	35,017.44	(30,961.67)	(30,961.67)	0.00%

**TO:** TCOG Governing Board  
**THRU:** Allison Minton, Client Services Director *AM*  
**FROM:** Brenda Smith, Energy Services Program Manager *BS*  
**DATE:** September 10, 2015  
**RE:** Comprehensive Energy Assistance Program Contract (CEAP)

### **RECOMMENDATION**

Authorize Executive Director to execute a revised contract with the Texas Department of Housing and Community Affairs (TDHCA) for CEAP funding.

### **BACKGROUND**

The CEAP program year runs January 1 through December 31 and is funded by the Low-Income Home Energy Assistance Program (LIHEAP). The program supports direct services for low-income residents of Cooke, Fannin and Grayson Counties (families at or below 125% of current federal poverty guidelines). These direct services include the Energy Assistance Payment Program (utility bill assistance). In program year 2014, TCOG served 1,169 households with LIHEAP funding in the amount of \$946,754. Another 318 households were served with TXU, Atmos, Direct Energy and Reliant Energy funds in the amount of \$60,150.

### **DISCUSSION**

Eligible households may receive up to \$1,000 per calendar year to assist with energy costs. This funding may be used in concert with funds provided through Atmos Gas Energy Conservation Program, TXU Energy Aid program, Direct Energy Neighbor to Neighbor program and the Reliant Energy CARE Program to achieve the highest possible impact for these low-income households.

### **BUDGET**

Original contract amount \$667,508- revised contract amount- \$746,356. Contract period remains January 1, 2015 – December 31, 2015. The revision provides \$643,663 for direct services to clients; the remaining \$103,893 supports administrative, outreach and training costs. The revised contract provides an additional \$78,848.



**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**AMENDMENT NO. 2 TO CONTRACT NUMBER 58150002127**  
**FY 2015 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)**

This Amendment No. 2 to Comprehensive Energy Assistance Program Contract Number. **58150002127** by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Texoma Council of Governments**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties",

**RECITALS**

WHEREAS, the Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number. **58150002127** ("Contract") on **January 01, 2015** and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

**AGREEMENTS**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1.**

The following Contract sections and addendums are hereby amended as follows:

1. Section 4. F. Department Obligations, of this Contract is hereby amended to read as follows:

"Section 4. F. Department Obligations. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$747,556.00.**"

2. Exhibit A. Budget And Performance Statement, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.

**SECTION 2.**

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.

**SECTION 3.**

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

**SECTION 4.**

This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

**SECTION 5.**

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

**SECTION 6.**

By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

**SECTION 7.**

This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

**SECTION 8.**

This Amendment shall be effective and memorializes an effective date of **June 04, 2015**.

WITNESS OUR HAND EFFECTIVE: **June 04, 2015**

**SUBRECIPIENT:**

**Texoma Council of Governments**  
a political subdivision of the State of Texas

By:  
Title:  
Date:

**DEPARTMENT:**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,**  
a public and official agency of the State of Texas

By:  
Title: Its duly authorized officer or representative  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**AMENDMENT NO. 2 TO CONTRACT NUMBER 58150002127**  
**FY 2015 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)**

**EXHIBIT B**  
**BUDGET**

**Texoma Council of Governments,**  
**a political subdivision of the State of Texas**

**DEPARTMENT FINANCIAL OBLIGATIONS**

**\$ 747,556.00** CEAP FUNDS CURRENTLY AVAILABLE  
**\$ 1,200.00** TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

**BUDGET FOR AVAILABLE ALLOCATIONS**

<b>BUDGET CATEGORY</b>	<b>FUNDS</b>	<b>%</b>
Administration	\$ 46,722.00	-
Direct Services	\$ 699,634.00	-
<b>TOTAL CEAP BUDGET</b>	<b>\$ 746,356.00</b>	<b>-</b>

<b>BUDGET CATEGORY</b>	<b>FUNDS</b>	<b>%</b>
Household Crisis	\$ 321,831.00	46.00
Utility Assistance	\$ 321,832.00	46.00
Program Services	\$ 55,971.00	8.00
<b>TOTAL DIRECT SERVICES</b>	<b>\$ 699,634.00</b>	<b>100.00</b>

Subrecipient's service area consists of the following Texas counties:

**COOKE, FANNIN, GRAYSON**

General Administrative and coordination of CEAP, including costs and all indirect (overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.25% of the contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of administrative costs for Program Services, must be paid with nonfederal funds.

Program Services costs shall not exceed the maximum 8% of total Direct Services Expenditures. Program Services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable Program Services costs when associated with providing client direct services. Other Program Services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

TEXOMA COUNCIL OF GOVERNMENTS  
Statement of Revenues and Expenditures  
From 7/1/2015 Through 7/31/2015

234 - CEAP 58150002127 1/1/15-12/31/15  
20 - CLIENT SERVICES

			Current Period	Project-to-Date	Percent Budget	
			Total Budget	Actual	Actual	Budget Balance
						Balance
Revenues						
6001	FEDERAL FUNDS		<u>747,556.00</u>	<u>0.00</u>	<u>321,244.84</u>	<u>(426,311.16)</u> (57.03)%
	Total Revenues		<u>747,556.00</u>	<u>0.00</u>	<u>321,244.84</u>	<u>(426,311.16)</u> (57.03)%
Expenses						
ADMINISTRATION						
8002	DIRECT SALARIES ADMIN		12,880.00	0.00	8,303.35	4,576.65 35.53%
8102	EMPLOYEE BENEFITS ADMIN		6,300.00	0.00	4,020.15	2,279.85 36.19%
8302	G&A INDIRECT COST ADMIN		12,140.00	0.00	7,990.37	4,149.63 34.18%
8402	ON SITE INDIRECT COST ADMIN		15,402.00	0.00	4,295.85	11,106.15 72.11%
8502	SUPPLIES ADMIN		<u>0.00</u>	<u>0.00</u>	<u>151.45</u>	<u>(151.45)</u> 0.00%
	Total ADMINISTRATION		46,722.00	0.00	24,761.17	21,960.83 47.00%
TRAINING TRAVEL						
8201	TRAVEL		<u>1,200.00</u>	<u>0.00</u>	<u>1,063.00</u>	<u>137.00</u> 11.42%
	Total TRAINING TRAVEL		1,200.00	0.00	1,063.00	137.00 11.42%
PROGRAM SERVICES						
8003	DIRECT SALARIES PROG SUPT		33,600.00	0.00	12,630.89	20,969.11 62.41%
8103	EMPLOYEE BENEFITS PROG SUPT		16,211.00	0.00	6,080.50	10,130.50 62.49%
8203	TRAVEL PROG SUPT		3,360.00	0.00	501.40	2,858.60 85.08%
8503	SUPPLIES PROG SUPT		<u>2,800.00</u>	<u>0.00</u>	<u>1,636.96</u>	<u>1,163.04</u> 41.54%
	Total PROGRAM SERVICES		55,971.00	0.00	20,849.75	35,121.25 62.75%
DIRECT SERVICES						
8840	HOUSEHOLD CRISIS		321,831.00	(83.27)	20,431.50	301,399.50 93.65%
8841	UTILITY ASSISTANCE		<u>321,832.00</u>	<u>0.00</u>	<u>187,056.15</u>	<u>134,775.85</u> 41.88%
	Total DIRECT SERVICES		<u>643,663.00</u>	<u>(83.27)</u>	<u>207,487.65</u>	<u>436,175.35</u> 67.76%
	Total Expenses		<u>747,556.00</u>	<u>(83.27)</u>	<u>254,161.57</u>	<u>493,394.43</u> 66.00%
Net Income/Loss			<u>0.00</u>	<u>83.27</u>	<u>67,083.27</u>	<u>67,083.27</u> 0.00%

**TO:** TCOG Governing Board  
**THRU:** Allison Minton, Client Services Director *AM*  
**FROM:** Brenda Smith, Energy Services Program Manager *BS*  
**DATE:** September 2, 2015  
**RE:** Comprehensive Energy Assistance Program (CEAP) Contract (East Texas)

### **RECOMMENDATION**

Ratify the contract with the Texas Department of Housing and Community Affairs (TDHCA) for Re-captured CEAP funding to serve the East Texas Counties of Delta, Franklin, Hopkins, Lamar, Rains, Red River and Titus.

### **BACKGROUND**

The CEAP program year runs January 1 through December 31 and is funded by the Low-Income Home Energy Assistance Program (LIHEAP). The program supports direct services for low-income residents of Cooke, Fannin and Grayson Counties (families at or below 125% of current federal poverty guidelines). These direct services include the Energy Assistance Payment Program (utility bill assistance). In program year 2014, TCOG served 1,169 households with LIHEAP funding of \$946,754. Another 318 households were served with TXU, Atmos, Direct Energy and Reliant Energy funds in the amount of \$60,150.

### **DISCUSSION**

TDHCA recaptured funding from the agency responsible for delivering CEAP services to seven counties in East Texas. As a result of TCOG's proven track record in delivering the CEAP program, TDHCA requested we take the funds and provide service to those seven counties. Funding is utilized for eligible households who may receive up to \$1,000 per calendar year to assist with energy costs. This funding may be used in concert with funds provided through Atmos Gas Energy Conservation Program, TXU Energy Aid program, Direct Energy Neighbor to Neighbor program and the Reliant Energy CARE Program to achieve the highest possible impact for low-income households.

### **BUDGET**

Contract period is August 1, 2015 – September 30, 2015. Direct service to clients comprises \$175,956 of the contract amount; the remaining \$28,050 supports administrative and outreach for a total contract of \$204,006.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 58140002282 FOR THE**  
**FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)**  
**(CFDA # 93.568)**

**SECTION 1. PARTIES TO THE CONTRACT**

This Comprehensive Energy Assistance Program Contract Number **58140002282** ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Texoma Council of Governments**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter the "Parties".

**SECTION 2. CONTRACT TERM**

This Contract shall commence on **August 01, 2015**, and, unless earlier terminated, shall end on **September 30, 2015** ("Contract Term").

**SECTION 3. SUBRECIPIENT PERFORMANCE**

Subrecipient shall, in accordance with this Contract throughout its service area, operate a Comprehensive Energy Assistance Program, ("CEAP"), in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. Sec. 8621 *et seq.*) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) ("LIHEAP Act"), Chapter 2306 of the Texas Government Code ("State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1 and Chapter 5, Subchapters A and D of the Texas Administrative Code, as amended or supplemented from time to time ("State Rules"), the LIHEAP State Plan, any applicable Office of Management and Budget ("OMB") Circulars as may be amended or superceded, Subrecipient's "Service Delivery Plan" in accordance with Section 5.408 of the State Rules, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient shall assist "Households" as defined in Section 5.2 of the State Rules ("Households") that are "Low-Income" as defined in Section 5.2 of the State Rules ("Low-Income") with priority being given in no particular order to "Elderly Persons" as defined in Section 5.2 of the State Rules ("Elderly Persons"), "Persons with Disabilities" as defined in Section 5.2 of the State Rules ("Persons with Disabilities"), Households with a young child 5 years of age or under, Households with "High Energy Burden" as defined in Section 5.2 of the State Rules ("High Energy Burden") and Households with "High Energy Consumption" as defined in Section 5.2 of the State Rules ("High Energy Consumption"). Subrecipient shall further implement the CEAP in accordance with the Certifications attached hereto as Addendums A, B, C and D and incorporated herein for all relevant purposes; the Budget attached hereto as Exhibit A and incorporated herein for all relevant purposes, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Exhibit B and incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

**SECTION 4. DEPARTMENT OBLIGATIONS**

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient during the Contract Term for administrative expenditures and program services costs and direct services expenditures in accordance with Section 5.430 of the State Rules, , in the amount(s) specified in the Budget attached as Exhibit A to this Contract, incorporated herein for all relevant purposes.
- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.
- C. Department's obligations under this Contract are contingent upon the actual receipt of 2014 funds from the U.S. Department of Health and Human Services. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

- D. Department is not liable for any cost incurred by Subrecipient which:
1. is subject to reimbursement by a source other than Department;
  2. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this Contract;
  3. is not incurred during the Contract Term;
  4. is not reported to Department on a monthly expenditure or performance report within forty five (45) days following the end of the Contract Term; or
  5. is incurred for the purchase or permanent improvement of real property.
- E. Subrecipient shall refund, within fifteen (15) days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.
- F. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$204,006.00**.

#### **SECTION 5. METHOD OF PAYMENT/CASH BALANCES**

- A. Each month, Subrecipient may request an advance payment of CEAP funds under this Contract. As per the state Uniform Grant Management Standards, Subchapter I, Chapter 20, Part 1 of Title 34 of the Texas Administrative Code, in effect on October 1, 2014 ( "UGMS"), Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to the Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought.
- D. Subsection 5(A) notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this Contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.
- E. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.
- F. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible clients of the CEAP and for allowable administrative expenditures and program services costs incurred during the Contract Term in accordance with Section 5.430 of the State Rules.

#### **SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS in effect on October 1, 2014. All references therein to "local government" shall be construed to mean Subrecipient.
- B. Uniform cost principles for political subdivisions are set forth in OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments", as implemented by 2 C.F.R. Part 225 ("OMB Circular A-87"). Uniform administrative requirements for political subdivisions are set forth in OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments ("OMB Circular A-102"). OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997 ("OMB Circular A-133"), sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under OMB Circular A-133 is \$500,000.00.



- C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the LIHEAP Act.
- D. Subrecipient may incur costs for activities associated with the closeout of the CEAP Contract for a period not to exceed forty five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

## **SECTION 7. TERMINATION AND SUSPENSION**

- A. Pursuant to Section 2.202 of the State Rules, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract. If the Department determines that a Subrecipient has failed to comply with the terms of the Contract, or has failed to provide services that meet appropriate standards, goals, or other requirements established by the Department, Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing termination.
- B. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.
- C. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between the Parties.
- E. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

## **SECTION 8. ALLOWABLE EXPENDITURES**

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section.
- B. CEAP funds allow up to 6.25% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the Budget attached as Exhibit A to this Contract. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities in accordance with the LIHEAP State Plan.
- C. Administrative and program services activities funds are earned through provision of direct services to clients in accordance with the State Rules. Subrecipient may choose to submit a final budget revision no later than forty five (45) days prior to the end of the Contract Term to use its administrative and program services funds for direct service categories.

## **SECTION 9. RECORD KEEPING REQUIREMENTS**

- A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §\_42, Retention and access requirements for records.
- B. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

- C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.
- D. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:
1. Client application containing all Department requirements;
  2. Documentation/verification of client income for the thirty (30) days preceding their application for all Household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each subrecipient shall develop and implement a written policy and procedure on the use of the form, including policies requiring a client statement of efforts to obtain documentation of income with a notarized client signature; as outlined in Section 5.407(e) of the State Rules.
  3. Copy of client's utility bill(s);
  4. Energy consumption history for previous twelve (12) months (all fuel types) (not applicable for Household Crisis);
  5. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
  6. Documentation of benefits determination;
  7. Notice of Denial Form (if applicable);
  8. Right of appeal and procedures for denial or termination of services (if applicable);
  9. Any documentation required by directives;
  10. Priority rating form; and
  11. Case notes sufficient to document that program service activity has occurred.
- E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

## SECTION 10. REPORTING REQUIREMENTS

- A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Term, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. **These reports are due even if Subrecipient has no new activity to report during the month.**
- B. Subrecipient shall submit to Department, no later than forty-five (45) days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 and /or a useful life of more than one year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.
- C. Subrecipient shall electronically submit to Department, no later than forty-five (45) days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within forty-five (45) days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.

- D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives funds from Department over two or more Contract Terms, funds may be withheld or this Contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Term.
- E. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

#### **SECTION 11. VENDOR AGREEMENTS**

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

#### **SECTION 12. CHANGES AND AMENDMENTS**

- A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation.
- B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- C. Written requests for Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

#### **SECTION 13. PROGRAM INCOME**

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the state Uniform Grant Management Standards, more specifically, Chapter III, "State Uniform Administrative Requirements For Grants and Cooperative Agreements", Subpart C - Post-Award Requirements--Financial Administration, §\_25, Program Income.

#### **SECTION 14. TECHNICAL ASSISTANCE AND MONITORING**

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

#### **SECTION 15. INDEPENDENT SUBRECIPIENT**

It is agreed that Department is contracting with Subrecipient as an independent contractor.

## **SECTION 16. PROCUREMENT STANDARDS**

- A. Subrecipient shall comply with 45 C.F.R. Part 92, OMB Circular A-102, 10 T.A.C. §§5.10 and 5.12, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

## **SECTION 17. SUBCONTRACTS**

- A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 14.
- B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 17 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 17 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

## **SECTION 18. AUDIT**

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
  - 1. Subrecipient expending \$500,000.00 or more in total Federal awards or \$500,000.00 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. §7501, and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations". For purposes of this Section 18, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;
  - 2. Section 4, Subsection D, Paragraphs (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.
  - 3. Subrecipient shall submit one (1) copy of such audit report and any associated management letter to the Department's Compliance Division within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall submit such audit report to the Federal Clearinghouse designated by OMB in accordance with OMB Circular A-133. In conjunction with its Single Audit submission to the Department, the Subrecipient shall provide documentation reflecting its submission of the Audit to the Federal Clearinghouse. Subrecipients may email an electronic version of the Audit and Federal Clearinghouse documentation to the Compliance Division at [saandacf@tdhca.state.tx.us](mailto:saandacf@tdhca.state.tx.us) <<mailto:saandacf@tdhca.state.tx.us>>. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative.
  - 4. The audit report must include verification of all expenditures by budget category, in accordance with the Budget attached as Exhibit A to this Contract and incorporated herein for all relevant purposes.
- B. The cost of auditing services for a Subrecipient expending less than \$500,000.00 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

- C. Subsection A of this Section 18 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.
- D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.
- E. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this Section 18 as Department may require of Subrecipient.
- F. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.
- G. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

#### **SECTION 19. MANAGEMENT OF EQUIPMENT AND INVENTORY**

- A. Subrecipient shall comply with Chapter 5, Subchapter A of the State Rules.
- B. Upon the termination of this Contract or non-renewal of CEAP funds, Department may require transfer of title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000 or more to itself or to any other entity receiving federal funding.

#### **SECTION 20. TRAVEL AND TRAINING**

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies under Section 5.9 of the State Rules. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and *per diem* expenses of its board members and employees.

#### **SECTION 21. BONDING AND INSURANCE REQUIREMENTS**

- A. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of \$25,000.00 or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of \$100,000.00, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies to the extent required by federal or state law.
- B. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

#### **SECTION 22. LITIGATION AND CLAIMS**

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

#### **SECTION 23. LEGAL AUTHORITY**

- A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 23.

#### **SECTION 24. COMPLIANCE WITH LAWS**

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, the State Rules, LIHEAP State Plan, the certifications attached, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipient must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

#### **SECTION 25. PREVENTION OF WASTE, FRAUD, AND ABUSE**

- A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.
- C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

## **SECTION 26. CERTIFICATION REGARDING UNDOCUMENTED WORKERS**

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where “undocumented worker” means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

## **SECTION 27. CONFLICT OF INTEREST/NEPOTISM**

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipient shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

## **SECTION 28. POLITICAL ACTIVITY PROHIBITED**

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

## **SECTION 29. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

- A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1965.
- C. Subrecipient will include the substance of this Section 29 in all subcontracts.

### **SECTION 30. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS**

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient/Local Operator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

### **SECTION 31. MAINTENANCE OF EFFORT**

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this Contract never been executed.

### **SECTION 32. DEBARRED AND SUSPENDED PARTIES**

By signing this Contract, Subrecipient certifies that none of its principal employees, board members, agents, or contractors agents are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA) as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR part 9, subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) and including a copy of the results in its project files. Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors. Subrecipient may rely upon a certification of a prospective subcontractor that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department’s determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts,” as set out in Addendum D, without modification, and this language under this Section 32, in all its subcontracts.

### **SECTION 33. FAITH BASED AND SECTARIAN ACTIVITY**

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

### **SECTION 34. COPYRIGHT**

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.



### **SECTION 35. NO WAIVER**

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

### **SECTION 36. SEVERABILITY**

If any section or provision of this Contract is held to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

### **SECTION 37. ORAL AND WRITTEN AGREEMENTS**

- A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
  - 1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
  - 2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
  - 3. Addendum C - Certification Regarding Environmental Tobacco Smoke
  - 4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters
  - 5. Exhibit A - Budget
  - 6. Exhibit B - PRWORA Requirements for the Comprehensive Energy Assistance Program

### **SECTION 38. SPECIAL CONDITIONS**

- A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program subrecipient and, if operational, the Lite Up Texas program administered by the Public Utility Commission of Texas.
- B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all Households in the service area. Subrecipient shall provide Elderly Persons and Persons with Disabilities who cannot independently travel to the application site the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

### **SECTION 39. APPEALS PROCESS**

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with Section 5.405 of the State Rules.

### **SECTION 40. USE OF ALCOHOLIC BEVERAGES**

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

#### **SECTION 41. FORCE MAJURE**

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

#### **SECTION 42. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

#### **SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES**

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

#### **SECTION 44. NUMBER, GENDER**

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

#### **SECTION 45. NOTICE**

- A. If a notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address")

**As to Department:**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
P. O. Box 13941  
Austin, Texas 78711-3941  
Attention: Michael De Young  
Telephone: (512)- 475-2125  
Fax: (512) - 475-3935  
michael.deyoung@tdhca.state.tx.us

**As to Subrecipient:**

Texoma Council of Governments  
1117 Gallagher Dr  
Sherman, TX 750903108  
Attention: Susan Thomas, Executive Director  
Telephone: (903) 813-3512 Fax: (903) 813-3511 Email: sthomas@texoma.cog.tx.us

- B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 45.

#### **SECTION 46. VENUE AND JURISDICTION**

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on **August 01, 2015**

**SUBRECIPIENT:**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

By:

Title:

Date:

**DEPARTMENT:**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,**  
**a public and official agency of the State of Texas**

By:

Title: Its duly authorized officer or representative

Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 58140002282 FOR THE**  
**FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)**  
**(CFDA # 93.568)**

**ADDENDUM A**

**CERTIFICATION REGARDING LOBBYING FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE**

The undersigned states, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**SUBRECIPIENT:**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 58140002282 FOR THE**  
**FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)**  
**(CFDA # 93.568)**

**ADDENDUM B**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

*This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.*

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

**SUBRECIPIENT:**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 58140002282 FOR THE**  
**FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)**  
**(CFDA # 93.568)**

**ADDENDUM C**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

**SUBRECIPIENT:**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

By:  
Title:  
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 58140002282 FOR THE**  
**FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)**  
**(CFDA # 93.568)**

**ADDENDUM D**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subcontracts and in all solicitations for subcontracts:

**"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -  
SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**LOWER TIER PARTICIPANT/SUBCONTRACTOR:**

\_\_\_\_\_  
[Signature]  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_"

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

**SUBRECIPIENT:**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

By:  
Title:  
Date:



**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER **58140002282** FOR THE  
FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)  
(CFDA # 93.568)

**EXHIBIT A**  
**BUDGET**

**Texoma Council of Governments**  
**a political subdivision of the State of Texas**

**DEPARTMENT FINANCIAL OBLIGATIONS**

**\$ 204,006.00** CEAP FUNDS CURRENTLY AVAILABLE

TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

**BUDGET FOR AVAILABLE ALLOCATIONS**

BUDGET CATEGORY	FUNDS	%
Administration	\$ 12,750.00	-
Direct Services	\$ 191,256.00	-
<b>TOTAL CEAP BUDGET</b>	<b>\$ 204,006.00</b>	<b>-</b>

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 87,978.00	46.00
Utility Assistance	\$ 87,978.00	46.00
Program Services	\$ 15,300.00	8.00
<b>TOTAL DIRECT SERVICES</b>	<b>\$ 191,256.00</b>	<b>100.00</b>

Subrecipient's service area consists of the following Texas counties:

**DELTA, FRANKLIN, HOPKINS, LAMAR, RAINS, RED RIVER, TITUS**

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.25% of the Contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 8%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services cost when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in Contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 58140002282 FOR THE**  
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**EXHIBIT B**  
**PRWORA REQUIREMENTS**

**Texoma Council of Governments**  
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If an individual is applying for LIHEAP funds, a subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. §1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility. 8 U.S.C. §1642 (a) and (b). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility once access to the system is provided by the Department.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." If Subrecipient claims "non-profit, charitable status Subrecipient shall supply TDHCA with any requested information Department believes is necessary to verify that Subrecipient is a non-profit charitable organization. An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. Simply holding a valid 501(c)(x) designation is not sufficient. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations.

**CERTIFICATION REGARDING USE OF THE SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)**  
**SYSTEM**

**Subrecipient shall:**

(1) System Use.

- (a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;
- (b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;
- (c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;
- (d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s), <http://www.uscis.gov/save/what-save/save-webinars>, and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;

- (e) Ensure that Users are provided with and maintain User Ids only while they have a need to perform verification procedures;
- (f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, this Contract, and updates to these requirements;
- (g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance. Contact information can be found at <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=0d37dff79029310VgnVCM100000082ca60aRCRD&vgnnextchannel=0d37dff79029310VgnVCM100000082ca60aRCRD>;
- (h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the Subrecipient initiates a request for verification;
- (i) Use any information provided by DHS-USCIS under this Contract solely for the purpose of determining the eligibility of persons applying for the benefit issued by the Subrecipient and limit use of such information in accordance with this and all other provisions of this Contract;
- (j) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;
- (k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeking access to information regarding him/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting request may be found at [http://www.uscis.gov/USCIS/Verification/SAVE/SAVE\\_Native\\_Documents/Fact\\_Sheet\\_HowToCorrectYourRecordswithUSCIS.pdf](http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf) (subject to revision and reposting on the SAVE Website and Online Resources);
- (l) Comply with the Privacy Act, 5 U.S.C. Section 552a, the Texas Public Information Act and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this Contract, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the Contract;
- (m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;
- (n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS so that such individual may correct their records in a timely manner, if necessary. A Fact Sheet that includes the process by which applicants may contact DHS-USCIS is posted at [http://www.uscis.gov/USCIS/Verification/SAVE/SAVE\\_Native\\_Documents/Fact\\_Sheet\\_HowToCorrectYourRecordswithUSCIS.pdf](http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf) (subject to revision and reposting on the SAVE Website and Online Resources);
- (o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the Subrecipient's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and
- (p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of Section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

(2) Monitoring and Compliance.

- (a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;
- (b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;
- (c) Notify the Department's Compliance Division immediately whenever there is reason to believe an information breach has occurred as a result of User or Subrecipient action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;"

- (d) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by any User, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;
- (e) Allow Department and SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review Subrecipient's compliance with this Exhibit C and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;
- (f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;
- (g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;
- (h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Exhibit C and the SAVE Program requirements by its authorized agents or designees; and
- (i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Exhibit C, SAVE Program procedures or other applicable law, regulation or policy.

#### Criminal Penalties.

- (1) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.
- (2) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this Contract may be subject to criminal penalties.

#### Third Party Liability.

- (1) Each party to this Contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this Contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.
- (2) Nothing in this Contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

#### Points of Contact

Sharon D. Gamble  
Manager, Planning, Training and Technical Assistance  
Texas Department of Housing and Community Affairs  
Community Affairs Division  
P.O. Box 13941  
Austin, TX 78711-3941  
Phone: (512) 475-0471  
Email: [sharon.gamble@tdhca.state.tx.us](mailto:sharon.gamble@tdhca.state.tx.us)

USCIS SAVE Program MS 2620  
U.S. Citizenship and Immigration Services  
Department of Homeland Security  
Washington, DC 20529-2620  
ATTN: SAVE Operations  
Phone: (888) 464-4218  
Email: [saveregistration@dhs.gov](mailto:saveregistration@dhs.gov)

USCIS SAVE Monitoring and Compliance MS 2640  
U.S. Citizenship and Immigration Services  
Department of Homeland Security  
Washington, DC 20529-2640  
Phone: (888) 464-4218  
Email: [save.monitoring@dhs.gov](mailto:save.monitoring@dhs.gov)

**TO:** TCOG Governing Board  
**THRU:** Randy McBroom, PhD, Area Agency on Aging Director *JMC*  
**FROM:** Judy Conner, M.S., C.P.G., AAA Program Manager *JC*  
**DATE:** September 4, 2015  
**RE:** DADS Contract for FY2016-2019

#### **RECOMMENDATION**

Authorize the acceptance of the Texas Department of Aging and Disability Services (DADS) contract for Fiscal Years 2016 through 2019.

#### **BACKGROUND**

TCOG's Area Agency on Aging Department is responsible for the development and coordination of a comprehensive system of services for citizens over the age of 60 and for citizens with a disability residing in Cooke, Fannin and Grayson Counties. The overall goal is to promote lifelong independence by providing alternatives in long-term care options through a wide variety of services. All programs are funded in part by federal, state and local contributions from individuals, businesses and foundations.

#### **DISCUSSION**

This is a four-year contract between the Texas Department of Aging and Disability Services (DADS) and TCOG's Area Agency on Aging to administer the Older American's Act in the three counties of the Texoma region. The contract period is from October 1, 2015 through September 30, 2019 with a possible four-year extension at the end of fiscal year 2019.

#### **BUDGET**

FY 2016 budget will be presented at a later date upon receiving the federal and state funds.

**STATE OF TEXAS**  
**TRAVIS COUNTY**

**Contract  
between the  
Department of Aging and Disability Services  
and  
Texoma Council of Governments  
for  
Older Americans Act Programs**

**1. Parties**

This Contract (Contract) is between the Department of Aging and Disability Services (Department) and the Texoma Council of Governments (Contractor), collectively referred to as the “Parties.” The Department has designated Contractor to act as an area agency on aging (AAA). The AAA is the designated authority under the Older Americans Act (OAA) to administer OAA funds.

**2. Authority to Contract**

The authority on which this Contract is based derives from the OAA, as amended, and its regulations; Health and Human Services regulations on administration of grants; Title 2 Code of Federal Regulations (CFR) Part 200; 45 CFR 132 F; 45 CFR 91, and 1321, et seq.; the Uniform Grant Management Standards (UGMS), Governor’s Office of Budget and Planning, January 2001; and all applicable Department of Aging and Disability Services, Area Agencies on Aging (AAA) and Long-Term Care Ombudsman Program rules as published in Title 40 Texas Administrative Code (TAC) Chapters 81, 83, and 85; and all state and local laws as pertains to this contract and its attachments.

**3. Contract Term**

This Contract will become effective for four years on October 1, 2015, and will expire on September 30, 2019, unless terminated earlier as provided within this contract.

**4. Contract Extensions**

The Parties may, by mutual agreement, extend this Contract for another four years prior to the start date of FY 2020 on October 1, 2019. If this contract is extended for another four years, the contract will start October 1, 2019 for FY 2020 and end September 30, 2023 for FY 2023. Any extension shall be in writing, with specific reference to this Contract, and shall be subject to all of the terms and conditions of this Contract.



**5. Contract Amendments**

This Contract may be amended in writing upon mutual agreement by both Parties or when dictated by implementation of laws and rules becoming effective within the Contract term as pertains to the scope of this Contract and its attachments. Amendment to this Contract is also made upon submission to and approval by the Department of an amended budget.

**6. Scope of Services**

Contractor agrees to provide the services and activities necessary to comply with the approved area plan. Contractor's approved area plan is incorporated by reference into this Contract as if set forth fully herein. Allocation of funds to specific service areas will be identified in the Contractor's budget submitted for the Department's approval. The last approved budget, whether original or amended, shall be applicable to this Contract from the date of approval.

**7. Targeting**

Contractor shall, in accordance with 42 U.S. Code (U.S.C.) Section 3026, and as addressed in the approved area plan, assure it will use outreach efforts to identify individuals eligible for assistance under this Contract, with special emphasis on: (1) older individuals residing in rural areas, (2) older individuals with greatest economic need (with particular attention to low-income minority and older individuals residing in rural areas), (3) older individuals who have greatest social need (with particular attention to low-income minority individuals and residing in rural areas), (4) older individuals with severe disabilities, (5) older individuals with limited English proficiency, (6) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals, and (7) older individuals at risk for institutional placement.

**8. Performance Measures**

Contractor shall meet the performance measures projections, including any amendments approved by the Department. Approval of the Contractor's performance measures shall be in accordance with the requirements defined in the *Establishing Performance Measures Projections Manual* developed by Department.

In addition, Contractor shall meet all Long-Term Care Ombudsman Program performance measures, including any amendments approved by the Department's State Long term Care Ombudsman. Approval of the Contractor's performance measures shall be in accordance with the requirements defined in the Ombudsman Policies and Procedures Manual.

**9. Funding Obligations**

Contractor acknowledges the Department's obligation for payment, in consideration of full and satisfactory performance of activities described in this Contract, is limited to monies

received from the Administration on Aging (AoA), the State of Texas, and any other originating funding source.

Department shall not be liable to Contractor for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this Contract, including but not limited to, terms governing Contractor's promised performance and unit rates and/or reimbursement capitations specified.

Department shall not be liable to Contractor for any expenditures, which are not allowable costs under 2 CFR, Part 200, as amended, or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by the Department.

Department shall not be liable to Contractor for expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of the Department's rules, UGMS, or this Contract.

Contractor agrees to the de-obligation statement as outlined in the FY 2015-2016 State Health Insurance Assistance Program (SHIP) basic Grant Program Renewal Application in Section IX.

De-obligation of awards may occur based on year-to-date expenses at the following points:

- At six months, 50% of the projected expenses identified in the Budget Expenditure timeline must have been incurred and reported on the Quarterly Performance Report; and
- At nine months, 75% of the projected expenses identified in the Budget Expenditures timeline must have been incurred and reported on the Quarterly Performance Report.

If the required amount of expenses has not been incurred at any of the points identified above, the amount of unexpended funds may be de-obligated and made available to AAAs having met their expenditure projections.

#### **10. Compensation**

Department agrees to make payment to Contractor in the amounts and upon the terms and provisions as set forth in Contractor's budget, and all attachments to this Contract, and Contractor agrees to accept such payments as full compensation for services performed under this Contract. All payments shall be based on the performance information reported in the approved budget, reimbursement requests and quarterly fiscal and programmatic reports.

Department will pay Contractor on a reimbursement basis for services rendered, whether services are provided directly by the AAA or through a subcontractor or vendor, for all services provided. Contractor may subcontract or may purchase services under an "at risk" unit rate or reimbursement methodology, in accordance with the rules and program instructions of the Department. Reimbursement, using OAA and other Department funds,

for services provided by the AAA, whether directly or through a subcontractor or vendor agreement shall not exceed the available OAA and other Department funds awarded by the Department and shown in the approved budget.

DADS may consider alternative payments and compensation based on the provisions of 2 CFR Part 200. The alternatives may be promulgated by DADS through an amendment to this contract.

## **11. Payment Methodology**

Department has no obligation to remit funds under the terms of this Contract for services provided on a reimbursement basis, as defined in Section 10, Compensation, of this Contract until the Contractor has provided or secured the provision of the service and reported such provision in a request for reimbursement. In the absence of a written agreement to the contrary, the Department will remit funds to the Contractor subject to the appropriate administrative procedures and contingent upon receipt of funds by the Department from the AoA, State of Texas and/or other funding sources.

Contractor shall report eligible units of service and actual allowable expenses to the Department in the frequency and in such manner, using any and all prescribed forms, as may be prescribed by the Department.

Final payment shall be based on the information contained in the reimbursement system 60 business days following termination of this Contract. This payment provision shall apply to final payment whether at completion of the Contract period or in the event of early contract termination.

DADS may consider alternative payment methodology based on the provisions of 2 CFR Part 200. The alternatives may be promulgated by DADS through an amendment to this contract.

## **12. Reporting Requirements**

Contractor agrees to submit all required fiscal and programmatic reports in accordance with the report due dates established by the Department. Contractor agrees to maintain fiscal records to support reimbursement in conformity with the procedures established by the Department. All fiscal and programmatic reports shall continue to be due throughout the entire Contract period even though no additional services may be reimbursable under this Contract.

Contractor shall complete and submit to the Department, all requests for funds on a Department prescribed form and in accordance with the rules and policies of the Department. A final program report shall be submitted to the Department on or before the date established by the Department, with not less than 45 business days advance notice to the Contractor. The total of all program reports, including the final program report, shall support and be reconciled to all funds received during the Contract period. Under no

circumstances shall requests for funds be submitted later than November 30, for the previous fiscal year, or after the final program report is submitted unless indicated otherwise by a funding source.

**13. Match Requirements**

Contractor shall provide a minimum match for administrative activities, as required by the OAA, as amended, and shall assure total match for services is sufficient to meet the requirements of the OAA, as amended, and Department rules.

Match shall be in accordance with 40 TAC §85.202(i). All match contributions shall be expended for goods and services necessary for and specifically identifiable in the approved area plan.

Match shall conform to the OAA regulations, 2 CFR Part 200 and the Department rules regarding match requirements or as required in requests for proposals issued by the Department.

**14. Program Income**

Program income shall be earned and expended in accordance with 40 TAC §85.202(j), UGMS Subpart C \_\_\_. 25 and all applicable Department rules. Contractor shall use all program income and participant contributions collected under the approved area plan to further eligible program outcomes. All program income and participant contributions collected and expended shall be documented and managed according to Department rules and regulations.

Program income received as contributions will be accounted for and deposited in accordance with the written policies and procedures established by Contractor in accordance with the Department rules and regulations.

Program income collected by service vendors shall be handled in accordance with the Department rules and regulations.

Program income collected by service vendors shall consist only of those funds specifically provided by, or on behalf of, a program participant and directly attributable to the service provided.

**15. Contribution Policy**

Contractor shall provide a voluntary opportunity for each eligible participant to contribute to the cost of services while protecting the individual's privacy. Contractor shall safeguard and account for such contributions, and use such contributions to expand and/or enhance program outcomes.

**16. Maintenance of Records**

In accordance with 40 TAC §85.201(p) relating to Records, Contractor shall retain all financial records, supporting documents, statistical records, and all other records relating to its performance of this Contract (contract records). Contractor shall use any and all standard forms promulgated by the Department, as applicable. Contractor shall require the use of all such forms for all subcontractors and/or vendors, as applicable.

All of the contract records shall be made available, with reasonable notice, at the Contractor's office, and shall be maintained for at least five years after the termination of this Contract, or five years after any audit findings and other disputes or litigation relating to this agreement, if any, have been resolved. Multi-site Contractors may maintain all records at a designated central location (e.g., administrative headquarters) for purposes of this section.

**17. Accessibility of Records**

Contractor shall give the Department, the AoA, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this Contract, subject to the requirements set forth in OAA, Section 712(d) regarding the disclosure of information by the Long-Term Care Ombudsman Program. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five years following the end of this contract term or the resolution of any disputes relating to this Contract, whichever is later. Contractor shall include the substance of this provision in all subcontracts.

Contractor agrees the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the Contract. Contractor understands acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Contractor understands under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to: (1) evaluating the entity's performance under the contract or subcontract, (2) determining the state's rights or remedies under the contract, or (3) evaluating whether the entity has acted in the best interest of the state.

**18. Service Provider Review**

In accordance with Department rules, Contractor shall conduct reviews of service provider programmatic and fiscal activities on a regular and systematic basis to ensure compliance with established policies and regulations.

**19. Audit Requirements**

Contractor shall submit a copy of an annual audit of Contractor, performed by an independent certified public accounting firm within nine months after the end of Contractor's fiscal year, to the Health and Human Services Office of Inspector General (HHSC OIG) and the Department. The audit shall cover Contractor's entire organization and be conducted in accordance with generally accepted auditing standards. Audits performed under this Section are subject to review and resolution by the Department or its authorized representative.

The audit shall be conducted and submitted in accordance with the standards for financial and compliance audits contained in the Standards for Audits of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Title 2 CFR, Part 200 and Nonprofit Organizations; and UGMS.

Contractor understands and agrees that Contractor shall be liable to the Department for any costs disallowed as a result of unresolved questioned costs revealed during the audit. All questioned costs relating to a Department program shall be resolved within 180 calendar days following receipt of Contractor's audit by the Department, otherwise disallowance of questioned costs shall be implemented, and Contractor shall be liable to the Department for such disallowed costs.

Contractor shall have the right to appeal any such disallowance of costs in accordance with 40 TAC §81.15, Appeal Procedures for Area Agency on Aging Contractors.

Contractor shall procure audit services no less frequently than every five years. In the event the same audit firm is utilized for more than five consecutive years, Contractor shall request the audit firm assign a different audit manager to the project. The ability to assign a different audit manager shall be a consideration in the procurement for audit services.

**20. Indirect Costs Allocation Plan**

Contractor shall have an Indirect Costs Allocation Plan approved in accordance with UGMS. Documentation of compliance with the above shall be submitted to the Department for the period covered under this contract.

**21. Identification of High Risk**

Department may identify a Contractor as high risk in accordance with the UGMS, Grant Administration, Section III, Subpart B, paragraph .12; 2 CFR Part 200; and Department policies. Department may inform Contractor of the identification as high risk in writing. Department may state the effective date of the identification as high risk, the nature of the issues that led to the identification as high risk, and any special conditions or restrictions. The identification as high risk may remain in effect until the Department determines

Contractor has taken corrective action sufficient to resolve the issues that led to the identification as high risk.

## **22. Payment Suspension, Penalties, and Contract Termination**

In the event monitoring/evaluation activities by the Department or its agents disclose deficiencies in the operation of Contractor or its subcontractors supported under provisions of this contract, the Department shall take appropriate remedial steps that may include the issuance of sanctions and/or penalties in accordance with 40 TAC §81.13.

The Department or Contractor may elect to terminate this Contract upon ten-calendar days written notice from the terminating party to the other party. Contractor, upon notification of termination, shall have the right to appeal such termination following procedures outlined in the Department rules. This contract also may be terminated upon the occurrence of any of the following events:

- discontinuance of funding to the Department from the Federal Government or the State of Texas;
- failure of Contractor to comply with any or all of the terms and conditions of this contract and any attachments thereto; or
- mutual agreement between the Department and Contractor.

In the event of termination, Contractor shall submit final billings for units of service delivered pursuant to the Contract. Final billings will be submitted to Department within 15 calendar days after date of termination. The Department shall reimburse those units of service, delivered in accordance with the contract, prior to termination.

At the date of termination, the Department may require Contractor to transfer title and deliver to the Department or to another authorized Contractor any property acquired by federal or state funds or assigned to Contractor by the Department for the purposes of this contract.

Contractor may dispose of property having a current value, at the time of termination, of less than \$500, in any manner, and the Department shall make no recovery. The Department shall provide instructions to Contractor regarding disposition of all property having a current value, at the time of termination, of \$500 or more, within 15 business days following notice of termination.

Department shall take remedial steps to resolve Contractor's non-compliance with the contract. Contractor agrees that its continued non-compliance or identification of unallowable or disallowable activities or actions or processes will result in sanctions or penalties or both in accordance with 40 TAC §81.13.



- In the event monitoring or evaluation activities by the Department or its agents disclose deficiencies in Contractor's performance or its service providers supported under provisions of this Contract, Department shall take appropriate remedial steps to resolve such non-compliance. Remedies such as a corrective action plan, training or other actions based on the identified risk may be required of Contractor by the department. Continued non-compliance or identification of unallowable or disallowable activities or actions or processes will result in sanctions or penalties or both in accordance with 40 TAC §81.13.
- The Department or Contractor may elect to terminate this Contract upon ten-calendar days with written notice from the terminating party to the other party. Contractor, upon notification of terminations shall have the right to appeal such termination following procedures outlined in Department rules.

### **23. Recapture of Payments**

If Contractor has failed to comply with the terms of this Contract that govern the use of monies pursuant to this Contract, or if Contractor has received funds in excess of those actually earned, the Department may take appropriate action including the recapture of payment and/or withholding of funds.

### **24. Data Usage Agreement (Attachment A)**

- The Contractor agrees to abide by the terms and conditions as previously agreed and signed in the Data Usage Agreement (DUA) which is attached to this contract and on file at DADS;
- The Contractor will have all new subcontractors with access to confidential information read the DUA and sign the Attachment 1 to the DUA. Attachment 1 must be submitted to DADS without modification; and
- The Contractor agrees to provide notice in writing to DADS when a subcontractor agreement has ended.

### **25. Assurances and Certifications (Attachment B)**

Contractor hereby provides all assurances required by law as set forth in Attachment B of this Contract and the approved area plan. All assurances and certifications contained in Attachment A are hereby incorporated by reference into this Contract. Contractor must certify compliance with assurances and certifications will be accomplished.

Contractor shall use due diligence to ensure reasonable steps have been taken to meet the criteria or standards stated within each assurance. Failure to comply with an assurance shall subject the Contractor to penalties, disallowance of funds, and other action, up to and including termination.



**26. Debarment and Suspension (Attachment C)**

As required by Federal Executive Order 12549, Debarment and Suspension and implemented at 2 CFR Part 200, for prospective participants in Federal assistance programs:

- Contractor certifies Attachment C to the best of Contractor's knowledge and belief, on behalf of the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principals.
- Contractor also agrees by signing and submitting Attachment B, that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or Contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

**27. Liability to Third Parties**

Department does not assume any liability to third persons, nor will the Department reimburse Contractor for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this Contract or any subcontract hereunder.

Contractor shall give the Department or its representative immediate notice of any suit or action filed or prompt notice of any action of any claim made against Contractor, including representatives of the State Long-Term Care Ombudsman, arising out of the performance of this contract. The Department provides legal advice and representation to all representatives of the Long-Term Care Ombudsman Program in connection with the representative's performance of the official duties of the Long-Term Care Ombudsman Program. See Section §101.055 Human Resources Code. For the purpose of this section, "representative" is defined under 40 TAC §85.401(r).

Contractor shall furnish immediately to the Department copies of all pertinent papers received by Contractor in connection with any such suit, action or claim. Department shall have the option to intervene in such actions to represent Department's interest.

**28. Code of Conduct**

Contractor shall maintain a written code or standards of conduct, which shall govern the performance of its officers, employees or agents engaged in the award and administration of this contract supported by federal funds if a conflict of interest, real or apparent, arises. Such a conflict would arise when: the employee, officer or agent; any member of his immediate family; his/her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the entity selected for award.

Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value for any purpose that is or gives appearance of being

motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or other personal ties.

No officer or member of Contractor and no other public official or officer or member of the Board of Contractor who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

## **29. Governance**

### **A. Criterion**

Contractor shall be an eligible organization and shall be governed by a board, which represents the planning and service area (PSA) served. The board, if not otherwise covered in statutes, law or regulations, shall consist of members pursuant to rules established by the Department regarding such matters. The board shall function fully and effectively in its fiduciary role.

### **B. Requirements**

#### **1. Eligibility**

Contractor will be designated by the Department in accordance with the requirements of the OAA, as amended. If Contractor is a private nonprofit entity, it shall apply for and maintain exemption from tax under §501(c)(3) or 501(c)(4) of the U.S. Tax Code.

#### **2. Governing Body**

##### **a. Functions and Responsibilities**

Contractor's board shall describe its functions in bylaws and carry them out as indicated so as to respond to the overall environment, the planning and service area, and intervention for problems.

- **Meetings, Records, and Activity**

The board shall hold regular meetings and keep adequate records that indicate active participation by all or most members in the full range of functions and a fair and equitable decision-making process.

- **General Policies**

The board shall establish general policies, including human resources such as probationary periods and job descriptions, programmatic and fiscal policies, for the conduct of Contractor.

- Committee Structure

The board shall establish an advisory council and describe its functions in bylaws to carry out the responsibilities stated in the OAA, as amended.

- Planning and Priority Setting

Contractor's advisory council shall review the needs assessment, determine the priority of needs to be met and recommend approval of the annual budget and the annual application for federal funds to Contractor's board. Contractor's board shall take action on the advisory council's recommendation and thus have final authority for the activities of the area plan of Contractor.

- Financial Viability

The board or its appropriate committee shall control major resource decisions and monitor financial viability by requiring regularly submitted financial reports that also indicate whether there exists a variance from revenue and expenditure projections.

- Retention, Recruitment, and Plan Update

The board shall establish a long-term plan to ensure a high quality Contractor staff. The Board shall also ensure that there exists a process for monitoring and updating the plan.

- b. Selection of Membership

Contractor's bylaws shall specify, and Contractor's advisory council and board shall carry out, a process for council and board member appointments and a process that provides for turnover among members, yet maintains sufficient continuity to ensure familiarity with issues and effective participation. The bylaws shall also provide for regular changes in leadership positions.

- c. Conflict of Interest

The bylaws or written corporate policies shall implement provisions that prohibit conflict of interest or the appearance of conflict of interest by personnel, advisory council members, board members, consultants, volunteers and those who provide services or furnish goods to Contractor. No board member or advisory council member shall be an employee of Contractor or a subcontractor or be an immediate family member of an employee. AAAs and representatives of the Office of the State Long-Term Care Ombudsman are specifically subject to 40 TAC §§85.201(b)(3) and 85.401(i), respectively.

In accordance with the Ombudsman Policies and Procedures Manual and federal rule, Contractor must identify and remedy any organizational conflict of interest with a local ombudsman entity. When such a conflict is identified, Contractor hereby agrees that Contractor will immediately notify the State Long-term Care Ombudsman (“Ombudsman”) and submit a plan within 30 days to the Ombudsman that describes the measures it will take to ensure there are no organizational conflicts of interest with the requirements of a local ombudsman entity (“the plan”). The Ombudsman will, in its sole discretion, approve or reject the plan. Contractor must timely respond to any inquiries from the Ombudsman and, if requested, modify the proposed plan to remedy any deficiencies.

d. Fiscal Management

Contractor shall have appropriate leadership and management structure to enable it to operate efficiently and effectively. Contractor shall also have financial systems to maintain internal controls, ensure proper management of federal funds, maximize non-federal resources and maintain solvency.

Contractor shall have accounting and internal control systems appropriate to the size of the organization. The accounting system should consist of source documents, a chart of accounts, journals, ledgers and routine financial reports. The internal controls system shall safeguard Contractor’s assets, produce accurate accounting data, promote efficient operations and encourage adherence to prescribed accounting policies and procedures. Effective internal control shall involve a division of responsibility among different employees for a sequence of related functions, clear establishment of each employee's responsibilities and duties, and use of standards such as procurement policies, proofs, checks, electronic fund transfers, and other security measures.

e. Management Process

Contractor shall have procedures in place to ensure communication internally between the Executive Director, Area Agency on Aging Director, other key staff, and the governing Board and externally with local, regional and state leaders and public officials. Management shall establish and implement a process for decision-making and priority setting, efficient and effective oversight of operations and evaluation of staff and programs administered and correction of deficiencies in both areas.

f. Data Systems

Contractor shall be supported by data systems that provide adequate information for operational efficiency and decision-making. Contractor shall have financial data systems and appropriate software capable of producing expenditure reports, cost center analyses, budget formats and automated reports as required by, and without additional support from, Department. The data system shall be able to

provide program performance and financial information to reflect the operation and status of the organization to assist Contractor in conducting regular data assessment and analysis to determine if Contractor is meeting its performance as required under this contract. Contractor shall have in place adequate electronic back-up systems, back-up schedules, back-up procedures, and continually updated virus protection software to prevent the loss or corruption of any and all client, program, and financial data. Contractor shall implement the security features of all existing software.

Contractor shall develop and implement security systems and procedures to safeguard the privacy of all clients. Contractor shall provide the necessary hardware to carry out the provisions of this contract.

Contractor shall be licensed through Department by Harmony Information Systems, Inc. to allow Contractor access to Department State Unit on Aging Programs Uniform Reporting System (SPURS). Contractor shall use this system for state and federal reporting as required by Department, and shall support electronic capacity for operational efficiency of this web-based system. Contractor acknowledges all data entered into the SPURS system is the property of the State of Texas.

Contractor shall comply with all requirements related to handling individually identifiable health information as described in this Contract, and shall comply with all terms and conditions of the Harmony Information Systems, Inc.

Contractor shall also monitor providers for whom it purchases a license or for whom it requests access to the system to ensure such providers comply with licensing and handling individually identifiable health information. Contractor shall notify Department immediately at the termination of any contract with a provider for whom it purchases a license or for whom it requests access to the system.

Contractor is responsible for notifying Department of any changes to its staff or its provider staff with access to SPURS whether such change is the result of termination, voluntary separation, new hire, change in work responsibilities or any other reason resulting in staff change.

Contractor agrees to use its best efforts to safeguard the confidential information and to prevent its unauthorized use, dissemination, or disclosure, both during the term of this Contract and thereafter, unless otherwise required by law or court order. Contractor shall not disclose or make available the confidential information to any person or entity other than to Contractor's employees, and then only to the extent that such disclosure is reasonable and necessary to Contractor's performance of its obligations under this Contract. Contractor agrees that prior to disclosure Contractor shall require Contractor's agents and employees to sign

non-disclosure agreements with provisions at least as stringent as those contained in this Contract.

Contractor shall be required to use the statewide Information Management System provided by the Department to support the maintenance and reporting of State Unit on Aging (SUA) consumer data, service delivery information and service activities that satisfies all applicable state and federal requirements, including reporting for the National Aging Program Information System (NAPIS) the National Ombudsman Reporting System (NORS) and the State Health Insurance Assistance Program (SHIP).

Contractor shall have the Department's written approval prior to the acquisition of any computer software program or hardware (excludes license renewals) in excess of \$1,000 for which Contractor will request reimbursement from the Department funding.

### 30. **Force Majeure**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the terms of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge, or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect, that in such event the time for the performance of such obligations or duty shall be suspended until such disability to perform is removed.

### 31. **Contract Notices**

Any notice required to be given pursuant to the provisions of this Contract shall be sent by certified mail, postage prepaid, to the addresses of the parties hereto as set out below until due notice has been given of a change of address.

#### **For the Department:**

Elisa J. Garza  
Assistant Commissioner  
Department of Aging and Disability Services  
Access & Intake Division  
701 W. 51<sup>st</sup> Street  
Austin, TX 78751

#### **For Contractor:**

Susan B. Thomas, PhD

\_\_\_\_\_  
Name

1117 Gallagher Dr, Suite 470

\_\_\_\_\_  
Address

Sherman, TX 75090

\_\_\_\_\_  
City, State, Zip

### 32. **Political Activity**

No funds under this Contract may be used in any way to attempt to pay any person for influencing or attempting to influence an officer or employee of any federal agency, a

member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of a federal loan the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Contractor, if a recipient of federal assistance exceeding \$100,000.00 through the Department, will comply with 31 U.S.C. §1352.

In carrying out the duties of the Office of the State Long-Term Care Ombudsman, representatives of the Long-Term Care Ombudsman Program shall, in accordance with the program's policies and procedures, review, and if necessary, comment on any existing and proposed laws, regulations, and other government policies and actions, that pertain to the rights and well-being of residents, and facilitate the ability of the public to comment on the laws, regulations, policies, and actions. See 42 U.S.C § 3058g.

**33. Sectarian Involvement**

Contractor shall ensure that no funds under this Contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction. This clause shall be interpreted in respect of 40 TAC §69.16 and 2 CFR Part 200.

**34. Right to Appeal**

Any applicant to provide services whose application or area plan is denied or whose Contract is terminated or not renewed (except as provided in 2 CFR Part 200), has a right to appeal such action. The applicant shall give notice of appeal to the Department within ten calendar days after it receives the Department's action letter. Appeals Procedures adopted by the Department and codified at 40 TAC §81.15 will be used as the appeals process.

**35. Independent Contractor**

In performance of obligations under this Contract, Contractor shall act as an independent Contractor and not as an agent, representative or employee of the Department. No employee, agent, or representative of Contractor shall be considered an employee of the Department nor be eligible for any benefits, rights or privileges afforded to Department employees.

Pursuant to Human Resources Code §101.005, the State Long-Term Care Ombudsman's representatives, including volunteers, shall be entitled adequate legal advice and representation in performance of their respective official duties. Both parties agree that the Department shall not be liable for any costs incurred by Contractor except to the extent provided in this contract. When 45 CFR, or its appendices, provide that a cost is allowable only when authorized in writing, the cost will not be allowable unless written approval from the Department is obtained prior to the expenditure.



**36. Oral and Written Agreement**

All oral or written agreements made prior to this Contract have been reduced to writing and are contained herein by the execution of this Contract including any proposals submitted by Contractor.

**37. Severability**

The invalidity or unenforceability of any provision of this Contract will not affect the validity or enforceability of any other provision of this Contract.

**38. Dispute Resolution**

Contractor agrees to:

- The dispute resolution process provided for in Chapter 2260 of the Government Code should be used as further described, by the Parties to attempt to resolve any claim for breach of contract made by Contractor.
- A Contractor's claim for breach of this contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to the Commissioner, Department of Aging and Disability Services. The notice shall specifically state that the provisions of Chapter 2260, subchapter B are being invoked. A copy of the notice shall be given to the contract manager and the Department's General Counsel, and any other person or entity otherwise entitled to notice under the Parties' Contract.
- The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Department pursuant to Government Code, Chapter 2260, as currently effective, herein enacted or subsequently amended.
- Neither the occurrence of an event nor the dependency of a claim constitute grounds for suspension of performance by Contractor, in whole or in part, or in suspension of payment for those services in accordance with the contract and as allowed by law.

**39. Application of Law & Venue**

This Contract is governed by and shall be construed in accordance with the laws of the State of Texas. Venue for suit of any kind shall be filed in a court of competent jurisdiction in Travis County, Texas.



**40. Survival of Terms**

The following portions of this Contract shall survive termination: 6, 11, 12, 17, 19, 22, 23, 26, 30, and 35 to 39.

**41. Acceptance of Contract**

Electronically transmitted signatures will be deemed originals for all purposes related to the Contract (2 CFR Part 200.335).

The Parties acknowledge that their respective representatives have read this Contract and understand its terms. The Parties further acknowledge that the representatives below are authorized to sign and agree to this Contract on behalf of their respective Party.

**COG Name**  
Texoma Council of Governments

**Department of Aging and Disability  
Services**

\_\_\_\_\_  
Authorized By:

Name: Susan B. Thomas, PhD  
Title: Executive Director

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

\_\_\_\_\_  
Authorized By:

Name: **Elisa J. Garza**  
Title: **Assistant Commissioner**

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

**DATA USE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE  
AND  
TEXOMA COUNCIL OF GOVERNMENTS ("CONTRACTOR")**

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency ("HHS"), the Department of Aging and Disability Services (DADS) and Texoma Council of Governments ("CONTRACTOR"), and incorporated into the terms of HHS Contract No.539-14-0475-00007 in Travis County, Texas (the "Base Contract").

**ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

**ATTACHMENT 1.** The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

**ARTICLE 2. DEFINITIONS**

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

**"Authorized Purpose"** means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

**"Authorized User"** means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**"Confidential Information"** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**"Legally Authorized Representative"** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

### ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

#### Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. 45 CFR 164.502(b)(1); 45 CFR 164.514(d)

(B) CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. 45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. 45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)



(D) CONTRACTOR will not disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. *45 CFR 164.504(e)(2)(ii)(A)*

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. *45 CFR 164.502(d)(2)(i) and (ii)* CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. *45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002*

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and *45 CFR 164.502(e)(1)(i)(ii); 164.504(e)(1)(i) and (2)*

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. *45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.*

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.524 and 164.504(e)(2)(ii)(E)*

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. *45 CFR 164.504(e)(2)(ii)(E) and (F)*

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. *45 CFR 164.504(e)(2)(ii)(G) and 164.528*

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.504(e)(2)*

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. *45 CFR 164.308; 164.530(c); 1 TAC 202*

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: *45 CFR 164.504(e) (4) (A)*

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. *45 CFR 164.504(e)(4)(ii)(B)*

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS to comply with law, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. *45 CFR 164.504(e)(2)(i)(B)*

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. *45 CFR 164.504(e)(2)(ii)(J)*

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. *45 CFR 164.306; 164.530(c)*

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at [infosecurity@hhsc.state.tx.us](mailto:infosecurity@hhsc.state.tx.us) the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by



HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. *45 CFR 164.306*

(R) CONTRACTOR will establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. *45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)*

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official *45 CFR 164.530(a)(1)* and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. *45 CFR 164.308(a)(2)*

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. *45 CFR 164.502; 164.514(d)*

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Scope of Work of this DUA. *45 CFR 164.308; 164.316; 164.514(d); 164.530(f)(1)*

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. *45 CFR 164.308; 164.514(d)*

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time

and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

##### **Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414**

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). *45 CFR 164.404*

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and *IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.*

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. *45 CFR 164.410*

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, provide formal notification to the privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: *For (a) - (m) below: 45 CFR 164.400-414*

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;



- h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;
- i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;
- k. Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;
- l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**Section 4.02** *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530*

- (A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.
- (C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.
- (D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**Section 4.03** *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

- (A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.
- (B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on

CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

#### **ARTICLE 5. SCOPE OF WORK**

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

#### **ARTICLE 6. GENERAL PROVISIONS**

##### **Section 6.01 Oversight of Confidential Information**

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

##### **SECTION 6.02 HHS COMMITMENT AND OBLIGATIONS**

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

##### **Section 6.03 HHS Right to Inspection**

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

##### **Section 6.04 Term; Termination of DUA; Survival**

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

#### **Section 6.05    *Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

#### **Section 6.06    *Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

#### **Section 6.07    *Limitation of Liability***



To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR will defend and hold harmless HHS and its Workforce against all actual and direct losses suffered by HHS and its Workforce arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce, including, without limitation the costs of required notices and mitigation of a breach and any fines or penalties imposed on HHS by any regulatory authority.

**Section 6.08 Insurance**

(A) As a governmental entity, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA and under which policy HHS is a beneficiary. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

**Section 6.09 Fees and Costs**

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

**Section 6.10 Entirety of the Contract**

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

**Section 6.11 Automatic Amendment and Interpretation**

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

**ARTICLE 7. AUTHORITY TO EXECUTE**

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

**TEXAS HEALTH AND HUMAN SERVICES**

BY: Elisa J. Garza  
NAME: Elisa J. Garza  
TITLE: Assistant Commissioner  
DATE: 8/4/15 .2015 .

**CONTRACTOR**

BY: Susan B. Thomas  
NAME: Susan B. Thomas, PhD  
TITLE: Executive Director  
DATE: 7/24 .2015 .

ATTACHMENT 1. Subcontractor Agreement Form

HHS CONTRACT NUMBER 539-14-0475-00007

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with AOL Senior Home Health Corp. (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

BY:

[Signature]

NAME:

SUSAN B. Thomas Ph.D

TITLE:

EXECUTIVE DIRECTOR

DATE

7/28/2015, 2015

SUBCONTRACTOR

BY:

[Signature]

NAME:

Jessica Riggs

TITLE:

President/CEO

DATE:

7/28/2015



ATTACHMENT 1. Subcontractor Agreement Form

HHS CONTRACT NUMBER 539-14-0475-00007

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with ADULTX AREA Agency on Aging (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

BY: [Signature]  
NAME: Susan B Thomas PhD  
TITLE: Executive Director  
DATE: 7/24/15, 2015

SUBCONTRACTOR

BY: [Signature]  
NAME: Diane McKinnon  
TITLE: manager  
DATE: 7/30/15

**HHS Enterprise Data Use Agreement  
Attachment 2  
INFORMATION SECURITY AND PRIVACY INITIAL INQUIRY (SPI)**

**PLEASE NOTE:** For any "No" answers to questions in SECTION B and SECTION C, Applicant/Bidder must correct the issue before Applicant/Bidder can submit a bid response or a complete application.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)	
<b>1. Entity or Applicant/Bidder Legal Name</b>	<b>Legal Name:</b> <u>Texoma Council of Governments</u> <b>Address:</b> <u>1117 Gallagher Dr, Sherman, TX</u> <b>Main Telephone Number:</b> <u>903-893-2161</u> <b>Website:</b> <u>tcog.com</u>
<b>2. Number of Employees, at all locations, in Applicant/Bidder's Workforce</b> <small>Workforce means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder.</small>	<b>Total Employees:</b> <u>60</u>
<b>3. Number of Subcontractors (enter "0" if Applicant/Bidder will not use subcontractors)</b>	<b>Total Subcontractors:</b> <u>4</u>
<b>4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder</b> <small>(Privacy and Security Official may be the same person.)</small>	<b>A. Security Official:</b> <b>Name:</b> <u>Raj Croager</u> <b>Address:</b> <u>1117 Gallagher Dr</u> <b>Telephone Number:</b> <u>903-893-2161</u> <b>Email Address:</b> <u>rcroager@marjentech.com</u>  <b>B. Privacy Official:</b> <b>Name:</b> <u>Raj Croager</u> <b>Address:</b> <u>1117 Gallagher Dr</u> <b>Telephone Number:</b> <u>903-893-2161</u> <b>Email Address:</b> <u>rcroager@marjentech.com</u>
<b>5. Number of Storage Devices for Confidential Information (as defined in the HHS Data Use Agreement (DUA))</b> <small>A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer.</small>	<b>Number:</b>
<b>a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.</b>	<b>3</b>
<b>b. Servers. Number Servers that are not in a data center or using Cloud Services.</b>	<b>0</b>
<b>c. Cloud Services. Number of Cloud Services in use.</b>	<b>0</b>
<b>d. Data Centers. Number of Data Centers in use.</b>	<b>1</b>
<b>6. Number of unduplicated individuals Applicant/Bidder reasonably expects to handle Confidential Information during one year.</b>	<b>Check the box:</b>
<b>a. 499 individuals or less</b>	<input type="checkbox"/>
<b>b. 500 to 999 individuals</b>	<input type="checkbox"/>
<b>c. 1,000 to 99,999 individuals</b>	<input type="checkbox"/>
<b>d. 100,000 + individuals</b>	<input type="checkbox"/>



**HHS Enterprise Data Use Agreement  
Attachment 2  
INFORMATION SECURITY AND PRIVACY INITIAL INQUIRY (SPI)**

**PLEASE NOTE: For any "No" answers to questions in SECTION B and SECTION C, Applicant/Bidder must correct the issue before Applicant/Bidder can submit a bid response or a complete application.**

<b>7. HIPAA Business Associate Agreement</b>	<b>Yes or No:</b>
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA- covered HHS agency for a HIPAA-covered function?	<input type="checkbox"/> <input type="checkbox"/> Yes No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public?	<input type="checkbox"/> <input type="checkbox"/> Yes No
<b>8. Subcontractors: If the Applicant/Bidder responded "No" to question 3 (indicating no subcontractors, check "No" to indicate "N/A")</b>	
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="checkbox"/> <input type="checkbox"/> Yes No
b. Does Applicant / Bidder enter into any agreements with subcontractors to handle Confidential Information on behalf of Applicant/Bidder, without express written approval of an HHS agency in advance?	<input type="checkbox"/> <input type="checkbox"/> Yes No
<b>9. Does Applicant/Bidder have any Optional Insurance currently in place?</b> <small>Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.</small>	<input type="checkbox"/> <input type="checkbox"/> Yes No
<b>SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT</b> (To be completed by Applicant/Bidder)	
<b>1. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:</b>	
a. Identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Confidential Information?	<input type="checkbox"/> <input type="checkbox"/> Yes No
b. Require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Confidential Information on behalf of a HHS agency?	<input type="checkbox"/> <input type="checkbox"/> Yes No
c. Limit use or disclosure of Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input type="checkbox"/> <input type="checkbox"/> Yes No
d. Respond to an actual or suspected breaches of Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):	<input type="checkbox"/> <input type="checkbox"/> Yes No
i. For immediate breach notice to HHS agencies, regulatory authorities and the media, if required, in accordance with Article 4 of the DUA;	
ii. To follow a documented breach response plan, in accordance with the DUA and applicable law; and	
iii. To notify individuals whose Confidential Information has been breached, as directed by HHS agency?	
e. Conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input type="checkbox"/> <input type="checkbox"/> Yes No
f. Permit or deny individual rights of access, and amendment or correction, when appropriate?	<input type="checkbox"/> <input type="checkbox"/> Yes No

**HHS Enterprise Data Use Agreement**  
**Attachment 2**  
**INFORMATION SECURITY AND PRIVACY INITIAL INQUIRY (SPI)**

**PLEASE NOTE: For any "No" answers to questions in SECTION B and SECTION C, Applicant/Bidder must correct the issue before Applicant/Bidder can submit a bid response or a complete application.**

<p><b>g.</b> Permit only Authorized Users with up-to-date privacy and security training, with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Confidential Information to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?</p>	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
<p><b>h.</b> Establish, Implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Confidential Information in violation of the DUA, the Base Contract or applicable law?</p>	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
<p><b>i.</b> Require updates to policies, procedures and plans following major changes with use or disclosure of Confidential Information within 60 days of identification of a need for update.</p>	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
<p><b>j.</b> Restrict permissions or attempts to re-identify or further identify de-identified Confidential Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?</p>	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
<p><b>k.</b> Prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of Confidential Information outside of the United States of America, without express written permission from the HHS agency?</p>	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
<p><b>l.</b> Require cooperation with HHS agencies or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
<p><b>m.</b> Require encryption in motion or at rest using a FIPS 140-2 certified encryption product, and maintain proof by screen-shot of application of encryption to personal and mobile computing or storage devices and proof that encryption is active on the device?</p>	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
<p><b>n.</b> Require appropriate standards and methods to destroy or dispose of Confidential Information?</p>	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
<p><b>o.</b> Prohibit Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish Confidential Information without express prior approval of the HHS agency?</p>	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
<p><b>2. Does Applicant/Bidder have a current Workforce training program?</b>  Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Confidential Information, (2) a requirement to complete training before access is given to Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>
<p><b>3. Does Applicant/Bidder have Privacy Safeguards to protect Confidential Information in oral, paper and/or electronic form?</b>  Privacy Safeguards means protection of Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<input type="checkbox"/> <input type="checkbox"/> <b>Yes No</b>



**HHS Enterprise Data Use Agreement  
Attachment 2  
INFORMATION SECURITY AND PRIVACY INITIAL INQUIRY (SPI)**

**PLEASE NOTE: For any "No" answers to questions in SECTION B and SECTION C, Applicant/Bidder must correct the issue before Applicant/Bidder can submit a bid response or a complete application.**

4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Confidential Information, whether oral, written or electronic?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Confidential Information from the list of Authorized Users?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT</b> (To be completed by Applicant/Bidder)	<b>Yes or No</b>
1. Does Applicant/Bidder not "offshore" or use, disclose, create, receive, transmit or maintain Confidential Information outside of the United States?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Does Applicant/Bidder monitor and manage access to Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to Confidential Information, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Does Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Confidential Information have a unique user name (account) and private password?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store Confidential Information have (e.g., minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerical, where possible)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Confidential Information?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to Confidential Information, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**HHS Enterprise Data Use Agreement  
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**PLEASE NOTE: For any "No" answers to questions in SECTION B and SECTION C, Applicant/Bidder must correct the issue before Applicant/Bidder can submit a bid response or a complete application.**

<b>10. Does Applicant/Bidder use encryption products to protect Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (FIPS 140-2 encryption preferred. For more Information regarding FIPS 140-2 encryption products, please refer to: <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</a>)</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Confidential Information and associated systems containing Confidential Information before their access is provided?</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>12. Is Applicant/Bidder willing to perform a criminal background check on Authorized Users?</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>13. Does Applicant/Bidder store Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (FIPS 140-2 encryption preferred. For more information regarding FIPS 140-2 encryption products, please refer to: <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</a>)</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>14. Does Applicant/Bidder prohibit the storage or creation of Confidential Information on free Cloud Services or social media sites, unless there is an HHS approved subcontractor agreement including an encryption-at-rest requirement with the service or site?</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Confidential Information?</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>16. Does Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Confidential Information contain up-to-date anti-malware and antivirus protection?</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>17. Does the Applicant/Bidder review system security logs on computing systems that access or store Confidential Information for abnormal activity or security concerns on a regular basis?</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for Confidential Information ensure that Confidential Information is destroyed so that it is unreadable or undecipherable?</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>



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Attachment 2  
INFORMATION SECURITY AND PRIVACY INITIAL INQUIRY (SPI)**

**PLEASE NOTE:** For any "No" answers to questions in SECTION B and SECTION C, Applicant/Bidder must correct the issue before Applicant/Bidder can submit a bid response or a complete application.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)	
<b>1. Entity or Applicant/Bidder Legal Name</b>	<b>Legal Name:</b> <u>Texoma Council of Governments</u> <b>Address:</b> <u>1117 Gallagher Dr, Sherman, TX</u> <b>Main Telephone Number:</b> <u>903-893-2161</u> <b>Website:</b> <u>tcog.com</u>
<b>2. Number of Employees, at all locations, in Applicant/Bidder's Workforce</b> <small>Workforce means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder.</small>	<b>Total Employees:</b> <u>60</u>
<b>3. Number of Subcontractors (enter "0" if Applicant/Bidder will not use subcontractors)</b>	<b>Total Subcontractors:</b> <u>0</u>
<b>4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder</b> <small>(Privacy and Security Official may be the same person.)</small>	<b>A. Security Official:</b> <b>Name:</b> <u>Raj Croager</u> <b>Address:</b> <u>1117 Gallagher Dr</u> <b>Telephone Number:</b> <u>903-893-2161</u> <b>Email Address:</b> <u>rcroager@marjentech.com</u>  <b>B. Privacy Official:</b> <b>Name:</b> <u>Raj Croager</u> <b>Address:</b> <u>1117 Gallagher Dr</u> <b>Telephone Number:</b> <u>903-893-2161</u> <b>Email Address:</b> <u>rcroager@marjentech.com</u>
<b>5. Number of Storage Devices for Confidential Information (as defined in the HHS Data Use Agreement (DUA))</b> <small>A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer.</small>	<b>Number:</b>
<b>a. Devices.</b> Number of personal user computers, devices or drives, including mobile devices and mobile drives.	<b>4</b>
<b>b. Servers.</b> Number Servers that are not in a data center or using Cloud Services.	<b>0</b>
<b>c. Cloud Services.</b> Number of Cloud Services in use.	<b>0</b>
<b>d. Data Centers.</b> Number of Data Centers in use.	<b>1</b>
<b>6. Number of unduplicated individuals Applicant/Bidder reasonably expects to handle Confidential Information during one year.</b>	<b>Check the box:</b>
<b>a. 499 Individuals or less</b>	<input type="checkbox"/>
<b>b. 500 to 999 individuals</b>	<input type="checkbox"/>
<b>c. 1,000 to 99,999 individuals</b>	<input type="checkbox"/>
<b>d. 100,000 + individuals</b>	<input type="checkbox"/>

ATTACHMENT B  
ASSURANCES AND CERTIFICATIONS

Contractor shall maintain proper documentation to substantiate all of the assurance items set out below. Such documentation will be subject to review for adequacy and completeness. Failure to maintain the appropriate and necessary documentation shall be grounds for sanctions and penalties, in accordance with 40 TAC §81.13.

**1. Compliance with Requirements**

Contractor agrees to administer the program in accordance with the OAA and all applicable federal and state laws, rules, and regulations established by the Department, the AoA, and the Secretary of Health and Human Services.

Contractor shall include in subcontracts or vendor agreement, in whole or by reference, all applicable federal and state laws, rules and regulations established by the Department, AoA, and the Secretary of Health and Human Services.

**2. General Administrative and Fiscal Requirements**

Contractor shall adhere to uniform administrative requirements and cost principles which are in compliance with relevant provisions of 2 CFR, Part 200 and other OMB Circulars, except where these provisions are superseded by statute.

**3. Safeguarding Confidential Information**

Contractor shall comply with requirements in the Data Use Agreement (DUA) which is hereby incorporated into this contract in Attachment C.

**4. Standards for Fire, Health, Safety, Sanitation and Other Standards**

Contractor providing services under this contract shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Such requirement shall also be passed to all subcontractors and subgrantees in the fulfillment of this contract. Contractor assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.

**5. Insurance Coverage**

Contractor will maintain fire and casualty, worker's compensation, fidelity bond, and general liability insurance in amounts prescribed in statute or regulation, as applicable.

**6. Participant Grievance Procedures**

Contractor shall establish written procedures through which participants can communicate aspects of the service which impact negatively upon them.

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ASSURANCES AND CERTIFICATIONS

**7. Subcontractor and Vendor Appeal Procedures**

Contractor shall establish processes for receipt and handling appeals made by subcontractors and vendors. The process shall be included, in whole or by reference, in subcontractor and vendor agreements.

**8. Civil Rights**

Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et. seq.*)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et. seq.*)
- Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688) Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et. seq.*); and
- The HHS agency's administrative rules as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 2 C.F.R. Part 200 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English.

Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

ATTACHMENT B  
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Contractor agrees to comply with Executive Order 13279, and its implementing regulations in 2 C.F.R. Part 200. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Upon request, Contractor will provide the Texas Health and Human Services Commission's (HHSC) Civil Rights Office with copies of all of Contractor's civil rights policies and procedures.

Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, TX 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885

**9. Drug Free Workplace**

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. §§701-704, and 28 TAC Chapter 169, as applicable.

**10. Lobbying**

As required by Title 31, US Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," generally prohibits recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements exceeding \$100,000 in total costs (45 CFR Part 93).

Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the under- signed, to any person for influencing or attempting to influence an officer or



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employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B.** If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C.** Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- D.** Despite the restrictions stated in Section 10, it is acknowledged that in carrying out the duties of the Office of the State Long-Term Care Ombudsman, representatives of the Long-Term Care Ombudsman Program shall, in accordance with the program's policies and procedures, review, and if necessary, comment on any existing and proposed laws, regulations, and other government policies and actions, that pertain to the rights and well-being of residents; and facilitate the ability of the public to comment on the laws, regulations, policies, and actions. See 42 U.S.C. §3058g.

**11. Certifications:**

**A. Regarding Child Support**

Contractor certifies the following statement required by the Family Code, Section 231.006, regarding payment of child support is true and correct.

“Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

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**B. Regarding Immigration Reform**

Contractor agrees to comply with the requirements of the Immigration Reform and Control Act of 1986, and the Immigration Act of 1990, regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract.

**C. Regarding Hurricane Relief**

Sections 2155 and 2261.053, Government Code, prohibit state agencies from contracting with any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any disaster, as defined by §418.008, Government Code. Contractor certifies that it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

**D. Regarding Dealing with Public Servants**

Contractor certifies that it has not given and does not intend to give at any time after any economic opportunity, future employment, gift, loan, gratuity special discount, trip, favor or service to a public servant in connection with this transaction.

**E. Regarding Financial Participation**

Contractor certifies that in accordance with §2155.004, Government Code, it is not ineligible to receive this Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the Contract.

**12. Outreach**

Contractor shall ensure that outreach efforts identify individuals eligible for assistance and inform them of available services under the OAA, with special emphasis on: (1) older individuals residing in rural areas; (2) older individuals with greatest economic need (with particular attention to low-income minority and older individuals residing in rural areas); (3) older individuals who have greatest social need (with particular attention to low-income minority individuals and residing in rural areas); (4) older individuals with severe disabilities; (5) older individuals with limited English proficiency; (6) older individuals with Alzheimer's Disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals; and (7) older individuals at risk for institutional placement.

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**13. Grant Purchased Equipment**

Contractor shall ensure that all equipment purchases made utilizing grant funds comply with applicable laws and regulations with special attention to 2 C.F.R. Part 200 and AAA-PI 200, Capital Equipment and Controlled Assets.

Equipment may be assigned to Contractor for use in connection with this contract. Title to the real and personal property shall vest in Contractor subject to the condition that Contractor shall use the property for the authorized purpose of the original contract for the entire term of the contract. It is further agreed that Contractor shall maintain adequate property control records, perform regular inventories, document adequate maintenance and repair, and establish adequate safeguards to prevent loss, damage, or theft to any such property in accordance with sound industrial practice. Personal property shall include all tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000.00 or more. Controlled assets must be accounted for according to the following acquisitions cost parameters:

<b>Item</b>	<b>Acquisition Cost</b>
Copiers	More than \$500
Medical and Laboratory Equipment	
Emergency Management Equipment	
Media Equipment (such as but not limited to video recorders, cameras, CD players, TVs, VCRs, camcorders, DVD players)	
Desktop and Laptop Computers	
Printer (not portable)	
Communication Devices and Systems (such as but not limited to FAX machines, cellular/mobile telephones, hand-held radios, Blackberry devices, pagers, telecopiers)	

Unless otherwise provided in the contract, Contractor, upon delivery or acquisition of any such property described in this section, shall assume the risk of and be responsible for, any loss thereof or damage thereto, except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.

Contractor shall, upon completion of this contract or where there is otherwise no longer a need for such property, give written notice to the Department within ten calendar days to such effect. It is further agreed that upon receipt by the Department of such written notice, the Department shall issue instructions as to the continued use or disposition of such property to Contractor pursuant to applicable federal regulations as outlined in 2 CFR Part 200.

**14. Maintenance of Non-Federal Support for Services**

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Contractor shall not replace funds from non-federal sources with federal funds. Contractor agrees to continue to initiate efforts to obtain support from other sources for services funded under this contract.

**15. Training Requirements**

Contractor shall provide in-service training to all personnel relative to the performance of this contract. Contractor shall secure appropriate training and certification for all personnel delegated duties that require such specialized training and/or certification.

**16. Coordination Requirements**

Contractor agrees the Department may establish procedures and mechanisms necessary to assure effective coordination between the various activities and programs operating pursuant to the OAA, as amended, and other local, state or federal programs operating on behalf of older persons.

Contractor shall participate in the Department's initiative for evaluating and improving the access and intake processes for all Department services and programs through AAAs, local MR authorities, and local community services regional offices.

**17. Coordination of Service Delivery**

Contractors who operate focal points in the community must assure collocation of services, where feasible.

**18. Emergency Management**

In the event of a disaster, whether man-made, natural, or of a civil defense nature, Contractor may provide and coordinate appropriate resources to federal disaster relief agencies and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation and volunteers.

**19. Taxes**

Contractor will comply with all state, federal and local tax requirements with respect to property and personnel.

**20. Personnel**

Contractor shall furnish all necessary personnel and shall appoint personnel of adequate qualifications, skill and expertise as are required to perform the services to be rendered in accordance and compliance with the terms of this contract. Contractor shall be responsible for completion of the services to be rendered in accordance with this agreement and all applicable service standards. Contractor shall provide all necessary supervision and

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coordination of activities that is required to complete the services and fulfill all contractual obligations.

**21. Provision of Services**

Contractor assures compliance with the following provisions relating to the services covered by this contract.

**A. Eligibility**

The services covered by this contract serve only those individuals and groups eligible under the provisions of the OAA, as amended.

**B. Residency**

No requirements as to duration of residence or citizenship as a condition of participation in the provision of services will be imposed on persons requesting services.

**C. Coordination and Maximum Utilization of Services**

Contractor, to the maximum extent, shall coordinate and utilize the services and resources of other appropriate public and private agencies and organizations. Efforts shall be demonstrated to coordinate with local state agencies to ensure non-duplication of administrative activities and service delivery to the maximum extent possible. Coordination activities shall reduce administrative burden on service providers and provide better service delivery to program participants.

**D. Prohibition of Means Test for Services**

Contractor shall provide all services funded by the OAA, as amended, without the use of any means test to determine eligibility for services.

**E. Legal Assistance Services Attorney-Client Privilege**

Contractor shall not divulge any information that is protected by the attorney-client privilege held by program participants.

**22. Prohibition on Certain Bids and Contracts - Not Ineligible Due to Disasters**

Under Section 2261.053, Government Code, Contractor certifies the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges this contract may be terminated and payment withheld if this certification is inaccurate.

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**23. Historically Underutilized Businesses**

Contractor shall make a good faith effort to locate and consider a Historically Underutilized Business (HUB), as defined in Government Code §2161.001(2), when subcontracting any portion of this Contract.

I, the undersigned, certify that compliance with these assurances and certifications will be accomplished. I further certify that I am authorized to sign for Contractor agency.

For Contractor:

\_\_\_\_\_  
Signature of Official

Susan B. Thomas, PhD, Executive Director  
Typed Name and Title of Authorized Official

\_\_\_\_\_  
Date

ATTACHMENT C  
DEBARMENT & SUSPENSION

Federal Executive Order 12549 requires the Texas Department of Aging and Disability Services (DADS) to screen each covered potential Contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered Contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "Contractor/grantee" refers to both Contractor/grantee and subcontractor/sub grantee; "contract/grant" refers to both contract/grant and subcontract/sub grant.

**By signing and submitting this certification the potential Contractor/grantee accepts the following terms:**

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential Contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension or debarment.
2. The potential Contractor/grantee shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential Contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in 2 CFR Part 180.
4. The potential Contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Aging and Disability Services, as applicable.

**Do you have or do you anticipate having subcontractors/sub grantees under this proposed contract?** ☐ YES ☒ NO

5. The potential Contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A Contractor/grantee may rely upon a certification of a potential subcontractor/sub grantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered



7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a Contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a Contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/sub grant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and the Texas Department of Aging and Disability Services may pursue available remedies, including suspension or debarment.

☒ The potential Contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

☐ The potential Contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential Contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Date	Executive Director
	Title of Authorized Representative

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ATTACHMENT C  
DEBARMENT & SUSPENSION

**INSTRUCTIONS FOR CERTIFICATION**

The inability of a Contractor/grantee to provide the certification required above will not necessarily result in denial of participation in this covered transaction. The prospective Contractor/grantee shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective Contractor/grantee to furnish a certification or an explanation shall disqualify such Contractor/grantee from participation in this transaction.

**TO:** TCOG Governing Board  
**THRU:** Randy McBroom, PhD, Regional Services, Area Agency on Aging Director *RM*  
**FROM:** Judy Conner, M.S., C.P.G., Area Agency on Aging Program Manager *JC*  
**DATE:** September 4, 2015  
**RE:** Texoma Regional Advisory Council (TRAC) Membership and Officers

#### **RECOMMENDATION**

Approve membership and officers for the Texoma Regional Advisory Council (TRAC).

#### **BACKGROUND**

As a result of the TRAC by-laws revision, the TRAC membership shall now consist of 14 voting members from the public, private and voluntary sectors, as well as service receivers, in the three counties served by the Texoma AAA (Cooke, Fannin and Grayson).

#### **DISCUSSION**

On August 19, 2015, a TRAC meeting was held with ten new members. Two officers were unanimously chosen to lead TRAC. The TRAC members will advise the AAA of the needs of the aging population in their community with distribution of membership by counties as follows: Cooke County - four members; Grayson County - six members; Fannin County - four members. TRAC members and officers will perform advisory functions which further the Texoma AAA's mission of developing and coordinating community-based systems of services for all older persons in the planning and service area. Member responsibility is further stated in the revised TRAC by-laws. A roster of Members, Officers and open seats is attached.

#### **BUDGET**

No budget impact.

**Texoma Regional Advisory Council (TRAC) Membership & Officers**  
**August 19, 2015**

**Chair**

William Carey                      Fannin  
Texas Silver-Haired Legislature

**Co-Chair**

Greg Pittman                      Grayson  
Meals on Wheels of Texoma

Michele Daniel                      Grayson  
TAPS

Jo Ann Fogle                      Fannin

Angie Hare                      Cooke  
Cooke County United Way

Arthur Horn                      Grayson  
Four Rivers Outreach

Georgia Richardson                      Grayson

Bernice Sicking                      Cooke

Carol Waldrip                      Grayson

Gary Whitlock                      Fannin  
Fannin County Commissioner

Reverend James Thorne                      Grayson

**Open Seats**

Cooke County                      2 seats  
Fannin County                      1 seat

**TO:** TCOG Governing Board  
**THRU:** Randy McBroom, PhD, Area Agency on Aging Director *RM*  
**FROM:** Judy Conner, M.S., C.P.G., Area Agency on Aging Program Manager *JC*  
**DATE:** September 4, 2015  
**RE:** Texoma Regional Advisory Council on Aging (TRAC) By-Laws

#### **RECOMMENDATION**

Approve revision of By-Laws of the Texoma Regional Advisory Council for the Area Agency on Aging.

#### **BACKGROUND**

The Area Agency on Aging (AAA) is an agency mandated under the Older Americans Act of 1965, Section 305 under the Texas Department of Aging and Disability Services (DADS) to provide services in the Texoma region to qualified older Texans and their family caregivers, and requires maintaining an active advisory board with functions described in by-laws.

#### **DISCUSSION**

Revised by-laws were presented and unanimously approved by the new TRAC members in a meeting held on August 19, 2015. The original by-laws were first written in 1974 with numerous amendments that were out of date, confusing and/or contradictory. Clear and relevant by-laws are required for the purposes of TRAC to advise the AAA on issues of importance to the seniors of the Texoma region. The members of this board shall be active in their community, bringing concerns of the older population to the AAA in an effort to ensure that programs and procedures are developed that specifically target older people's needs, giving them the opportunity to live dignified, independent and productive lives. The revisions were completed by a special committee, chaired by William Carey. Revised by-laws attached.

#### **BUDGET**

No budget impact.

**Texoma Council of Governments**

**TEXOMA REGIONAL ADVISORY COUNCIL ON AGING (TRAC)  
BYLAWS**

**Article I – Name of Organization**

The name of this organization shall be the Texoma Regional Advisory Council on Aging (TRAC).

**Article II – Authority**

The Texoma Regional Advisory Council on Aging (TRAC) was organized by the Texoma Regional Planning Commission (now Texoma Council of Governments) on February 20, 1974 under provisions of Title III of the Older Americans Comprehensive Services Amendments (Public Law 93-29, 87 Stat. 36-45), and specifically under Part 903.66 (13) as a necessary component to enable the Texoma Area Agency on Aging (Texoma AAA) and the Texoma Council of Governments (TCOG) to initiate and conduct comprehensive area-wide aging planning under the above cited Act.

**Article III – Purpose**

Section 1: The TRAC shall assist TCOG in fulfilling the mandate of the Older Americans Act of 1965, as amended. The council shall carry out advisory functions which further the Texoma AAA's mission of developing and coordinating community-based systems of services for all older persons in the planning and service area. The council shall advise the Texoma AAA relative to:

- (1) Developing and administering the area plan;
- (2) Conducting public hearings;
- (3) Representing the interest of older persons; and,
- (4) Reviewing and commenting on all community policies, programs and actions which affect older persons with the intent of assuring maximum coordination and responsiveness to older persons.

Section 2: Area Plan responsibilities: The Texoma AAA shall submit the area plan and amendments for review and comment to the TRAC before it is transmitted to the State agency for approval;

Section 3: Bring together representatives of local public and private organizations serving older persons, and the older citizens themselves;

Section 4: Educates the older population on the merits, benefits and aims of the aging programs; and,

Section 5: Function as an advisory council to the Texoma AAA and the Texoma Council of Governments.

**Article IV – Membership**

Section 1: The TRAC membership shall consist of 14 voting members from the public, private, and voluntary sectors, as well as service receivers, in the three counties served by the Texoma AAA (Cooke, Fannin, and Grayson). Distribution of membership by county is as follows:

Cooke County	four members
Grayson County	six members
Fannin County	four members

Section 2: Members shall serve staggered three year terms. Members may succeed themselves for a total of two full terms. Having served two full terms (6 years), members may again be considered for membership after a one year break in service. Staff members from the Texoma AAA shall serve in a non-voting capacity. Membership begins in October and runs for a calendar year.

Section 3: TRAC members filling open seats shall be nominated by the TCOG AAA staff and AAA Director to the existing TRAC members, who will then vote on the nominees' memberships. All members must agree to abide by these bylaws and must be confirmed by the TCOG Board of Directors.

Section 4: Composition of the TRAC. The TRAC shall include individuals and representatives of community organizations who will help to enhance the leadership role of the area agency in developing community-based systems of services. The TRAC shall be made up of:

- (1) More than 50 percent persons age 60 or over, including minority individuals who are participants or who are eligible to participate in aging programs;
- (2) Representatives of older persons;
- (3) Representatives of health care provider organizations, including providers of veterans' health care (if appropriate);
- (4) Representatives of supportive services providers organizations;
- (5) Persons with leadership experience in the private and voluntary sectors;
- (6) Local elected officials; and
- (7) The general public.

Section 5: TRAC Board Member Responsibilities. TRAC Board Members are expected to:

- (1) Attend regularly and inform either the Board chairperson or the Texoma AAA Program Manager when they cannot attend;
- (2) Become well informed on all agenda items;
- (3) Contribute knowledge and express points of view based on experience;
- (4) Consider all points of view, make constructive suggestions and help the board make group decisions reflecting the thinking of the total board;
- (5) Show a willingness to accept the majority view even when in the minority; and,
- (6) Support the programs of the Texoma Regional AAA, and TCOG as a whole.

Section 6: Texoma Silver-Haired Legislators. All Texoma Silver-Haired Legislators who are not serving TRAC Board Members shall be ex-officio, non-voting, members.

## **Article V – Meetings**

Section 1: The TRAC shall meet every other month, beginning with a meeting in October. Notification as to the day of the week, time, and location shall adhere to the Texas Open

Meetings Act. Notices shall be mailed, or emailed, to each member not less than seven days prior to the regular meeting.

Section 2: TRAC meetings shall be held in accessible, barrier-free locations.

Section 3: All meetings of the TRAC and committees shall be open to the public.

Section 4: TRAC members are expected to attend all regular meetings. Absence from more than three (3) consecutive regular meetings, without cause, shall be reason for removal or replacement on the TRAC. Removal must be preceded by written notice at least ten (10) calendar days before the regular meeting at which removal is taken under consideration.

Section 5: All TRAC committee and subcommittee meetings shall be held under Roberts Rules of Order, latest edition. A quorum shall be a majority of all the voting membership.

Section 6: The Texoma AAA Director and/or a designated Texoma AAA staff person shall serve as a non-voting member of all committees, and the Texoma AAA Director or a designated staff person shall attend all TRAC meetings and committee meetings.

Section 7: Called meetings. Special called meetings can be called by the chairperson, or at the request of at least 1/3 of the voting membership.

#### **Article VI - Officers**

Section 1: The TRAC officers shall be a chairperson and a vice-chairperson who shall be elected by the TRAC subject to ratification by the TCOG Board of Directors. Officers shall serve for one year, with elections in August of each year. A Texoma AAA staff member shall serve as non-voting secretary. Officers shall be elected at the August meeting, and take office at the October meeting.

Section 2: Two consecutive terms in any single office are permitted.

Section 3: The chairperson shall preside at all meetings of the TRAC. The chairperson shall be an ex-officio member of all committees. The chairperson shall represent the TRAC in presentations to the TCOG Board of Directors unless such responsibility is delegated by the chairperson.

Section 4: The vice-chairperson shall perform all the duties of the chairperson in the case of absence or disability of the chairperson and such other duties as may arise, from time to time, when required or requested by the TRAC.

Section 5: In case the chairperson and vice-chairperson are either absent or unable to perform their duties, the TRAC may appoint a chairperson, pro tem.

Section 6: The secretary shall be the Texoma AAA Program Manager and shall keep or supervise the keeping of the minutes of all TRAC meetings.

#### **Article VII – Committees**

Section 1: Special committees may be appointed by the chairperson with approval of the TRAC. Special committees shall serve for special purposes to comply with special needs under Article III.

Section 2: Members of the special committees may request the inclusion of a person or persons from outside the TRAC in order to bring more information and expertise to bear on matters: in

such case, TRAC members shall be in the majority of the committee. Such persons shall have full voting privileges to the committee on which they have been included.

Section 3: Special committee meetings can be called by the membership of the committee or by the TRAC chairperson. Public notices shall not be required, but all committee members must be notified.

Section 4: The committee leader shall be selected by the membership of the special committee.

#### **Article IX - Amendments to Bylaws**

Section 1: The Bylaws of this Texoma Regional Advisory Council on Aging may be altered, amended or repealed and new Bylaws may be adopted by action of two-thirds of the total voting membership at any regular or called meeting if at least sixty (60) calendar days written notice is given of intent to alter, amend, repeal or adopt new Bylaws at such meeting, including such proposed changes as may be considered.

Section 2: Any formal action by the TRAC which alters, amends, or repeals the Bylaws of the TRAC shall be subject to confirmation by the TCOG Board of Directors.



**TO:** TCOG Governing Board  
**THRU:** Randy McBroom, PhD, Regional Services Director *RM*  
**FROM:** CJ Durbin-Higgins, Public Safety Program Manager *CJ*  
**DATE:** September 2, 2015  
**RE:** Commission on State Emergency Communications (CSEC) FY2016-2017 Contract

#### **RECOMMENDATION**

Accept the FY2016-2017 Contract for 9-1-1 Service between Texoma Council of Governments and CSEC.

#### **BACKGROUND**

The Texoma Council of Governments 9-1-1 Program provides management and planning support on behalf of six 9-1-1 Public Safety Answering Points (PSAPs) in the region. The program works to ensure compliance with rules and regulations set forth by the Texas Commission on State Emergency Communications, the Federal Department of Justice and others. Projects include strategic planning and budgeting, compliance, contracts, call taker training, capital equipment, database maintenance, new technology implementation, GIS services, and coordination between local and state agencies.

#### **DISCUSSION**

On August 11, 2015, TCOG received the Contract for 9-1-1 Services for FY2016-2017 from the Communication on State Emergency Communications (CSEC) for a total of \$2,206,672.

#### **BUDGET**

See Attached Strategic Plan Budget for FY 2016-2017.



# COMMISSION ON STATE EMERGENCY COMMUNICATIONS

THE AUTHORITY ON EMERGENCY COMMUNICATIONS IN TEXAS

333 Guadalupe Street \* Suite 2-212 \* Austin \* Texas 78701-3942

August 11, 2015

Dr. Susan Thomas  
Executive Director  
Texoma Council of Governments  
1117 Gallagher Drive, Ste. 100  
Sherman, TX 75090

RE: FY 2016 - 2017 Contract for 9-1-1 Service

Dear Dr. Thomas:

The 84th Texas Legislature appropriated funds to the Commission on State Emergency Communications (Commission) for statewide 9-1-1 services in FY 2016 – 2017.


In accordance with Health and Safety Code, Chapter 771, the Commission has reviewed and approved the FY 2016 – 2017 Regional Planning Commission (RPC) 9-1-1 regional strategic plans and has allocated funding to fulfill the regional plans.

Enclosed is the FY 2016 – 2017 Contract for 9-1-1 Service. A summary of the approved RPC 9-1-1 strategic plan costs and funding allocations are made part of this contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*. The contract is provided in duplicate originals. Please sign and execute both originals. Retain one for your files and return one fully executed original to the Commission as soon as possible.

According to Commission policy, start-up funding will be provided to the RPC during the first quarter of each fiscal year of the contract, contingent upon receipt of the executed contract, annual certification of inter-local agreements, and annual certification of assets and report on disposition of equipment. The Commission will not disburse any FY 2016 – 2017 funds to any RPC until these requirements have been met.

As always, if you have questions or need further information, please feel free to contact me at 512/305-6938.

Sincerely,



Kelli Merriweather  
Executive Director

cc: Ms. CJ Durbin-Higgins, Public Safety Program Manager/Texoma Council of Governments  
Ms. Stacie Sloan, Administration and Finance Director/Texoma Council of Governments

Enclosures

# **Contract for 9-1-1 Service**

## **Article 1. Parties and Purposes**

- 1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 service throughout the state, and Texoma Council of Governments ("RPC") is charged with the responsibility to provide 9-1-1 service in its region. Providing 9-1-1 service requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.
- 1.2 Health and Safety Code Section 771.078 requires the Commission and the RPC to contract for the provision of 9-1-1 service. Per the statute and Commission Rule 251.12, *Contracts for 9-1-1 Service*, a contract must provide for:
  - (a) the reporting of financial information regarding administrative expenses by regional planning commissions in accordance with generally accepted accounting principles;
  - (b) the reporting of information regarding the current performance, efficiency, and degree of implementation of emergency communications services in each regional planning commission's service area;
  - (c) the collection of efficiency data on the operation of 9-1-1 answering points;
  - (d) standards for the use of answering points and the creation of new answering points;
  - (e) quarterly disbursements of money due under the Contract, except as provided by Subdivision (f);
  - (f) the Commission to withhold disbursement to a regional planning commission that does not follow a standard imposed by the Contract, a Commission rule, or a statute; and
  - (g) a means for the Commission to give an advance on a quarterly distribution under the Contract to a regional planning commission that has a financial emergency.
- 1.3 The Commission and the RPC enter into this Contract for 9-1-1 Service ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

## **Article 2. Compliance with Applicable Law**

- 2.1 The RPC shall comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.
- 2.2 Applicable law, as defined in the prior section, includes but is not limited to Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code Chapter 783 (Uniform Grant and

Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I), Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), Chapter 2260 (Resolution of Certain Contract Claims Against the State), and Chapter 771 (Interlocal Cooperation Act); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).

- 2.3 The RPC shall repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, "9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1 herein.
- 2.4 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC for failing to follow a standard imposed by this Contract or applicable law.
- 2.5 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with applicable law, including specifically the requirements in UGMS, Subpart C – Post Award Requirements, Section .20 – Standards for Financial Management Systems – which requires recipients of state funds to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

### **Article 3. Monitoring Compliance**

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

### **Article 4. Standard Interlocal Agreement with Local Governments**

- 4.1 The RPC shall use interlocal agreements between itself and its local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum, provide for compliance with applicable law by including provisions that:

- (a) the RPC will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate;
- (b) the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law;
- (c) the local governments shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;
- (d) reimbursement of 9-1-1 funds under subsection (c) shall be made by the local government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;
- (e) address the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service ("9-1-1 equipment");
- (f) require the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;
- (h) require reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;
- (i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC's current approved Strategic Plan;
- (j) the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform activities related to the agreements;
- (k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and
- (l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the RPC by the Commission or if legally available 9-1-1 funds are exhausted, then the RPC will not be obligated to provide the reimbursements contemplated by this Contract.

## **Article 5. Competitive Procurement and Contract Administration**

- 5.1 The RPC may purchase goods or a service only if the RPC complies with the same provisions for purchasing goods or a service that are equivalent to the provisions

applying to a local government, including Local Government Code Chapter 252, Purchasing and Contracting Authority of Municipalities.

- 5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, PSAPs, and others paid from 9-1-1 funds.
- 5.3 The RPC shall implement and/or maintain a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.4 The RPC shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

### **Article 6. Allocation and Use of 9-1-1 Funds**

- 6.1 In accordance with applicable law, the Commission shall allocate 9-1-1 funds appropriated to the Commission to the RPC solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the RPC is in substantial noncompliance with any applicable law or provision of this Contract. The RPC shall utilize the money allocated only for providing 9-1-1 service within the RPC's jurisdiction.
- 6.2 None of the 9-1-1 funds appropriated to the Commission and allocated to the RPC may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.
- 6.3 The RPC shall assist the Commission in creating a comprehensive statewide 10-year equipment replacement schedule for submittal to the Legislative Budget Board no later than November 1st of each calendar year.
- 6.4 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the RPC may be used by the RPC for indirect costs. In this subsection, "indirect costs" means costs that are not directly attributable to a single action of the RPC. (Note: In administering this subsection, the Office of the Comptroller is required to use Federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)
- 6.5 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in its region or of an amount of money allocated to the RPC in accordance with Health & Safety Code Section 771.078 and this Contract.

## **Article 7. 9-1-1 Funds Distribution**

- 7.1 Per Health and Safety Code Section 771.078(c), the Commission will make quarterly distributions due under this Contract to the RPC. The initial quarterly distribution, made in accordance with PPS 001: *Regional Program Start Up Funding* by September 30 of each fiscal year.
- 7.2 If the RPC's quarterly distribution is depleted before the end of a fiscal quarter, a financial emergency funding request may be submitted by the RPC to the Commission (see Article 8. RPC Emergency Funding).
- 7.3 Notwithstanding initial Start Up Funding, reimbursement of expenditures reported by the RPC shall be made on a fiscal quarter basis in accordance with PPS 004: *Reimbursement of Program Expenditures*.
- 7.4 Per PPS 014: *Asset Inventory Reporting* and PPS 017: *Certification of Interlocal Agreements*, the Commission will not disburse any funds under this Contract prior to the receipt of (1) annual submission of the certification of assets and report on the disposition of equipment; and (2) annual certification of interlocal agreements, respectively.
- 7.5 Any remaining 9-1-1 funds provided by the Commission to the RPC from the prior fiscal year, ending on August 31st, shall be returned to the Commission no later than October 30th of the current fiscal year.

## **Article 8. RPC Emergency 9-1-1 Funding**

- 8.1 Notwithstanding the requirements in Article 7, the Commission may distribute, in accordance with Commission PPS 005: *Emergency Funding*, allocated 9-1-1 funds to the RPC upon demonstration that a financial emergency exists that will compromise the provision of 9-1-1 service or impact public safety.
- 8.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC's approved strategic plan; and that, without the disbursement of the additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.
- 8.3 Emergency 9-1-1 funds may be disbursed based upon the documented expenditures creating the need. The provision of emergency 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation provided by the RPC.
- 8.4 The Commission will review the request for compliance with the current approved strategic plan and applicable law. Upon approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.

## **Article 9. Strategic Planning**

- 9.1 In accordance with applicable law, the RPC shall develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered. The RPC's Commission-approved strategic plan, as amended, is incorporated in its entirety herein by reference only.
- 9.2 The RPC must update its strategic plan at least once during each state fiscal biennium, and must include the following:
- (a) a description of how money allocated to the region is to be allocated throughout the region served by the RPC;
  - (b) projected financial operating information for the two state fiscal years following the submission of the plan;
  - (c) strategic planning information for the five state fiscal years following submission of the plan; and
  - (d) a Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.
- 9.3 The RPC shall submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056, Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, PPS 033: *Regional Planning Commission Strategic Planning*, and PPS 008: *Plan Amendments*. The Commission, consistent with applicable law, shall consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.
- 9.4 The Commission shall notify the RPC of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.
- 9.5 If the strategic plan or amendment thereto is approved, the Commission shall allocate 9-1-1 funds to the RPC in accordance with the terms of this Contract and applicable law.
- 9.6 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations executed by the parties is incorporated herein as Attachment A Method of Finance, *Recipient 9-1-1 Costs Summary* (the "MOF"), as revised and re-executed as a result of approved amendments to RPC's strategic plan.

## **Article 10. Reporting Requirements**

- 10.1 Per Health and Safety Code Section 771.078(c), the RPC shall submit financial and performance reports regarding 9-1-1 service and administration to the Commission. The RPC shall report information in accordance with applicable law,



Commission rules, and PPS'. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year:

- (a) financial information regarding administrative and program expenses per PPS 004: *Reimbursement of Program Expenditures* and PPS 006: *Financial Expenditure Reporting*; and,
  - (b) information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC per PPS 013: *Quarterly Performance Reporting*.
- 10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the PSAPs within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law per PPS 013: *Quarterly Performance Reporting*.

## **Article 11. Use and Creation of Public Safety Answering Points**

- 11.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of PSAPs and the creation of PSAPs per PPS 026: *Adding a Public Safety Answering Point*.

## **Article 12. Dispute Resolution**

- 12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, shall be used by the Commission and the RPC to attempt to resolve disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, or this Contract.
- 12.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 12, until they have exhausted the procedures set out in this Article 12.
- 12.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 12.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH) per Government Code Chapter 2009.
- 12.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties

described in Article 12.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.

- 12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.
- 12.8 Nothing in this Article 12 shall be considered as a waiver of sovereign immunity.

### **Article 13. Miscellaneous Provisions**

- 13.1 The RPC shall work with the Commission and local governments to develop, maintain and regularly monitor the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes in accordance with PPS 013: *Quarterly Performance Reporting*; and PPS 031: *Local Monitoring*.
- 13.2 When the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service, by the RPC or the local governments in their areas, the RPC shall notify the Commission promptly so that all parties may address the need in a timely manner.
- 13.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of UGMS and the Texas Single Audit Circular, as established by the Office of the Comptroller (Title 34, Part 1, Chapter 20, Subchapter I, Rule 20.432) pursuant to Government Code Chapter 783. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment.
- 13.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by applicable law. Such an audit or review is considered separate and apart from audits required by UGMS.
- 13.5 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.
- 13.6 In the event of any conflict between any provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy shall take precedence.
- 13.7 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the Commission relating to the subject matter of the Contract, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.

- 13.8 Any alterations, additions, or deletions to the terms of this Contract, except as provided via an approved amendment to the RPC's strategic plan, shall be made by amendment hereto in writing and executed by both parties to this Contract.
- 13.9 This Contract takes effect on September 1, 2015, and shall terminate on August 31, 2017.

**AGREED TO:**



Kelli Merriweather  
Executive Director  
Texas Commission on State Emergency Communications  
333 Guadalupe, Suite 2-212  
Austin, Texas 78701-3942

  
Date

Dr. Susan Thomas  
Executive Director  
Texoma Council of Governments  
1117 Gallagher Drive, Ste. 100  
Sherman, TX 75090



  
Date

**ATTACHMENT "A" - Method of Finance**  
**FY 2016-2017 RECIPIENT 9-1-1 COSTS SUMMARY**  
**Summary Costs Approved for Allocation for the: Texoma Council of Governments**

Regional Planning Commisson 9-1-1 Program Budget	Appropriation Year 2016				Appropriation Year 2017			
	Strategy 1 - Network Operations & Equip. Replacement			Totals	Strategy 1 - Network Operations & Equip. Replacement			Totals
	Program	Administration	Equipment Replacement		Program	Administration	Equipment Replacement	
Original Budget	\$905,771	\$55,987	\$55,500	\$1,017,258	\$1,097,729	\$58,185	\$33,500	\$1,189,414
Current Approved Budget	\$905,771	\$55,987	\$55,500	\$1,017,258	\$1,097,729	\$58,185	\$33,500	\$1,189,414

Method of Finance	Strategy 1 - Network	Strategy 1 - Equipment	Totals		Strategy 1 - Network	Strategy 1 - Equipment	Totals
Appropriated Service Fees	\$961,758	\$55,500	\$1,017,258		\$1,010,652	\$0	\$1,010,652
<b>Total Service Fee Method of Finance</b>	<b>\$961,758</b>	<b>\$55,500</b>	<b>\$1,017,258</b>		<b>\$1,010,652</b>	<b>\$0</b>	<b>\$1,010,652</b>
Appropriated Equalization Surcharge	\$0	\$0	\$0		\$145,262	\$33,500	\$178,762
<b>Total Surcharge Method of Finance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$145,262</b>	<b>\$33,500</b>	<b>\$178,762</b>
<b>Total Method of Finance</b>	<b>\$961,758</b>	<b>\$55,500</b>	<b>\$1,017,258</b>		<b>\$1,155,914</b>	<b>\$33,500</b>	<b>\$1,189,414</b>

With my signature below, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget" shown for each Appropriation Year above.

Kelli Merriweather, Executive Director - CSEC  
 Susan Thomas, Executive Director - Texoma

8/11/15  
 8/18/15

Date  
 Date

**TEXOMA COUNCIL OF GOVERNMENTS**

Statement of Revenues and Expenditures - Unposted Transactions Included In Report

30 - PLANNING & DEVELOPMENT

341 - 911 2016 9/1/15 - 8/31/16

From 9/1/2015 Through 9/30/2015

		Total Budget	Current Period Actual	Project-to-Date Actual	Budget Balance
	Revenues				
6101	STATE FUNDS	1,017,258.00	0.00	0.00	(1,017,258.00)
	Total Revenues	1,017,258.00	0.00	0.00	(1,017,258.00)
	Admin Expenses				
	Admin Expense				
8002	DIRECT SALARIES ADMIN	6,351.00	0.00	0.00	6,351.00
8102	EMPLOYEE BENEFITS ADMIN	2,998.00	0.00	0.00	2,998.00
8302	G&A INDIRECT COST ADMIN	25,489.00	0.00	0.00	25,489.00
8402	ON SITE INDIRECT COST ADMIN	20,549.00	0.00	0.00	20,549.00
8500	SERVICE AND RECOGNITION	600.00	0.00	0.00	600.00
	Total Admin Expense	55,987.00	0.00	0.00	55,987.00
	Total Admin Expenses	55,987.00	0.00	0.00	55,987.00
	Program Expenses				
	Operational Expense				
8021	DIRECT SALARIES	106,962.00	0.00	0.00	106,962.00
8121	EMPLOYEE BENEFITS	50,486.00	0.00	0.00	50,486.00
8221	TRAVEL	10,000.00	0.00	0.00	10,000.00
8521	SUPPLIES	6,000.00	0.00	0.00	6,000.00
8601	SUBCONTRACT	13,000.00	0.00	0.00	13,000.00
8880	TRAINING	1,500.00	0.00	0.00	1,500.00
8881	DUES & SUBSCRIPTIONS	800.00	0.00	0.00	800.00
8882	COMM & POSTAGE	2,922.00	0.00	0.00	2,922.00
	Total Operational Expense	191,670.00	0.00	0.00	191,670.00
	Regional Network				
9004	PUBLIC EDUCATION NW	25,000.00	0.00	0.00	25,000.00
9014	PSAP TRAINING NW	7,100.00	0.00	0.00	7,100.00
9501	PSAP SUPPLIES	2,000.00	0.00	0.00	2,000.00
9505	PSAP SERVICES NW	18,600.00	0.00	0.00	18,600.00
9508	ANC EQUIP MAINT NW	18,050.00	0.00	0.00	18,050.00
9618	EQUIP MAINT	59,880.00	0.00	0.00	59,880.00
9698	NETWORK - REGIONAL	279,448.00	0.00	0.00	279,448.00
9699	DB MAINT	100,000.00	0.00	0.00	100,000.00
	Total Regional Network	510,078.00	0.00	0.00	510,078.00
	Cooke County				
9201	NETWORK CC	32,042.00	0.00	0.00	32,042.00
9202	WIRELESS CC	5,940.00	0.00	0.00	5,940.00
9203	DB CC	5,043.00	0.00	0.00	5,043.00
	Total Cooke County	43,025.00	0.00	0.00	43,025.00
	Fannin County				
9301	NETWORK FC	65,618.00	0.00	0.00	65,618.00
9302	WIRELESS FC	4,860.00	0.00	0.00	4,860.00
9303	DB FC	5,043.00	0.00	0.00	5,043.00
	Total Fannin County	75,521.00	0.00	0.00	75,521.00
	Grayson County				
9401	NETWORK GC	65,722.00	0.00	0.00	65,722.00
9402	WIRELESS GC	12,420.00	0.00	0.00	12,420.00
9403	DB GC	7,335.00	0.00	0.00	7,335.00
	Total Grayson County	85,477.00	0.00	0.00	85,477.00
	Total Program Expenses	905,771.00	0.00	0.00	905,771.00

**TEXOMA COUNCIL OF GOVERNMENTS**

Statement of Revenues and Expenditures - Unposted Transactions Included In Report

30 - PLANNING & DEVELOPMENT

341 - 911 2016 9/1/15 - 8/31/16

From 9/1/2015 Through 9/30/2015

	<u>Total Budget</u>	<u>Current Period Actual</u>	<u>Project-to-Date Actual</u>	<u>Budget Balance</u>
Equipment				
Equipment				
8701 EQUIPMENT	<u>55,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>55,500.00</u>
Total Equipment	<u>55,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>55,500.00</u>
Total Equipment	<u>55,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>55,500.00</u>
Total Expenses	<u>1,017,258.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,017,258.00</u>



**TO:** TCOG Governing Board  
**THRU:** Randy McBroom, PhD, Regional Services Director *RM*  
**FROM:** CJ Durbin-Higgins, Public Safety Program Manager *CJ*  
**DATE:** August 6, 2015  
**RE:** Contract with Vista Com for Recorders

### **RECOMMENDATION**

Approve the contract with Vista Com for the purchase and installation of Recorders in the following Public Safety Answering Points (PSAPs): Cooke County SO, Fannin County SO, Grayson County SO, Bonham PD, Gainesville PD, and Whitesboro PD.

### **BACKGROUND**

The Texoma Council of Governments 9-1-1 Program provides administration and support on behalf of six 9-1-1 Public Safety Answering Points (PSAPs). The program works to ensure compliance with rules and regulations set forth by the Commission on State Emergency Communications (CSEC). Through a commitment for anticipating and meeting the needs of the Public Safety Answering Points, the program provides coordination between local and state agencies. Projects include strategic planning, compliance, contracts, 9-1-1 call taker training, capital equipment, database maintenance, new technology implementation.

### **DISCUSSION**

The FY2015 9-1-1 Budget includes Equipment Funding to provide the replacement of recorders for the PSAPs. Per CSEC policy, allowable replacement cost for a two position PSAP is up to \$15,000, and for a three -10 position PSAP up to \$25,000. Total cost for the contract is \$88,604. (See Attached quote). After receiving three complete quotes, TCOG hosted a Vendor Demo meeting on June 9, 2015. PSAP representatives agreed that Vista Com offered the best system to meet their needs.

### **BUDGET**

The current approved budget has appropriate funding for this purchase.



We have prepared a quote for you

**TCOG Upgrade Proposal**

Quote # OK001338

Version 1

Prepared for:

**Texoma Council Govts**

Beth Eggar

[beggar@texoma.cog.tx.us](mailto:beggar@texoma.cog.tx.us)



Tuesday, July 28, 2015

Texoma Council Govts  
Beth Eggar  
1117 Gallagher Road Suite 300  
Sherman, TX 75090  
beggar@texoma.cog.tx.us

Dear Beth,

Thank you for allowing Vista Com to prepare a quotation for you recording solution. Vista Com has a 20 year history of providing public safety recording solutions throughout the region. We partner with the best OEM's in the industry to delivery the latest technology to you and we back the solution with local support and factory engineering.

Within this quotation you will find three key areas that describe the solution.

- Hardware - this is the physical components to be installed at your site.
- Software - each solution requires software that is licensed to you for your recorder.
- **Services - items that are one time charges and represent labor and support for your solution.**

Upgrade Proposal for existing recording systems to the latest Eventide version in order to prepare for NG911 functionality within the COG including: Cooke Co., Fannin Co., Grayson Co., Gainesville, Bonham & Whitesboro. Existing Eventide systems also qualify for Eventide's upgrade program which includes: **Transfer of existing recordings (and qualified interface cards) from current hardware to upgraded hardware and Transfer of existing SW licenses to upgraded hardware at no charge.**

The link details all areas of your quotation that we have designed for you. This quotation is based upon given facts and knowledge of your requirements passed to us by you and your organization. As such if we determine that the environment is different than what we have designed we will promptly edit the proposal for your presentation.

If you approve of this quotation please indicate so within the link. By accepting this quotation you represent your authorization of your entity and legally bind your agency to the terms of this sales contract.

Kind Regards,

A handwritten signature in black ink that reads "Sean Miller".

Sean Miller  
Regional Sales Manager  
Vista Com

## Cooke Co.

Item	Description	Price	Qty	Ext. Price
Total - 32 Channels (8 Analog + 24 T1/PRI)				
NexLog 740	<b>NexLog 740 base system</b>	\$7,995.00	1	\$7,995.00
105301	<b>Front Panel: Integrated 7" Color LCD Touch Screen</b>	\$1,295.00	1	\$1,295.00
108109	<b>Rack Mount Slides - 2 Post Center Mt., 3U (for 740)</b>	\$450.00	1	\$450.00
Battery Backup	<b>CyberPower CP Series 850VA/510W UPS</b>	\$150.00	1	\$150.00
105284-008	<b>8 Channel Analog Card</b>	\$2,700.00	1	\$2,700.00
209029	<b>NENA ANI/ALI CAD Spill Integration of SMDR - Discounted Promo Price</b>	\$1,500.00	1	\$1,500.00
NAS Small Footprint	<b>2TB Network Attached Storage For Small Footprint</b>	\$0.00	1	\$0.00
24 Channel T1/PRI Interface card and licenses to transfer to the upgraded chassis at no charge.				
Existing MediaWorks licenses to be transferred and upgraded to MediaWorks Plus at no charge.				
Vista Com Discount	<b>Additional Vista Com Upgrade Allowance</b>	(\$2,204.00)	1	(\$2,204.00)

**Subtotal: \$11,886.00**

## Fannin Co.

Item	Description	Price	Qty	Ext. Price
Total - 16 Channels (Analog)				
NexLog 740	<b>NexLog 740 base system</b>	\$7,995.00	1	\$7,995.00
105301	<b>Front Panel: Integrated 7" Color LCD Touch Screen</b>	\$1,295.00	1	\$1,295.00
108109	<b>Rack Mount Slides - 2 Post Center Mt., 3U (for 740)</b>	\$450.00	1	\$450.00

## Fannin Co.

Item	Description	Price	Qty	Ext. Price
Battery Backup	<b>CyberPower CP Series 850VA/510W UPS</b>	\$150.00	1	\$150.00
105284-016	<b>16-Channel Analog Card</b>	\$4,000.00	1	\$4,000.00
209029	<b>NENA ANI/ALI CAD Spill Integration of SMDR - Discounted Promo Price</b>	\$1,500.00	1	\$1,500.00
NAS Small Footprint	<b>2TB Network Attached Storage For Small Footprint</b>	\$0.00	1	\$0.00
Existing MediaWorks licenses to be transferred and upgraded to MediaWorks Plus at no charge.				
Vista Com Discount	<b>Additional Vista Com Upgrade Allowance</b>	(\$3,204.00)	1	(\$3,204.00)

**Subtotal: \$12,186.00**

## Grayson Co.

Item	Description	Price	Qty	Ext. Price
Total - 80 Channels (16 Analog + 64 VoIP)				
NexLog 740	<b>NexLog 740 base system</b>	\$7,995.00	1	\$7,995.00
105301	<b>Front Panel: Integrated 7" Color LCD Touch Screen</b>	\$1,295.00	1	\$1,295.00
108109	<b>Rack Mount Slides - 2 Post Center Mt., 3U (for 740)</b>	\$450.00	1	\$450.00
Battery Backup	<b>CyberPower CP Series 850VA/510W UPS</b>	\$150.00	1	\$150.00
105284-016	<b>16-Channel Analog Card</b>	\$4,000.00	1	\$4,000.00
271052	<b>Internal IP Recorder w/ 8 G.711 Channel Licenses</b>	\$4,250.00	1	\$4,250.00
324469	<b>100/GB PCI Network Card</b>	\$188.00	1	\$188.00
209029	<b>NENA ANI/ALI CAD Spill Integration of SMDR - Discounted</b>	\$1,500.00	1	\$1,500.00

## Grayson Co.

Item	Description	Price	Qty	Ext. Price
	<b>Promo Price</b>			
NAS Small Footprint	<b>2TB Network Attached Storage For Small Footprint</b>	\$0.00	1	\$0.00
Existing MediaWorks licenses to be transferred and upgraded to MediaWorks Plus at no charge.				
56 Channels of VoIP Recording (7 - 8 Packs) to be transferred to the upgraded chassis at no charge.				
Vista Com Discount	<b>Additional Vista Com Upgrade Allowance</b>	(\$3,704.00)	1	(\$3,704.00)

**Subtotal: \$16,124.00**

## Gainesville

Item	Description	Price	Qty	Ext. Price
Total - 24 Channels (8 Analog + 8 Digital + 8 VoIP)				
NexLog 740	<b>NexLog 740 base system</b>	\$7,995.00	1	\$7,995.00
105301	<b>Front Panel: Integrated 7" Color LCD Touch Screen</b>	\$1,295.00	1	\$1,295.00
108109	<b>Rack Mount Slides - 2 Post Center Mt., 3U (for 740)</b>	\$450.00	1	\$450.00
Battery Backup	<b>CyberPower CP Series 850VA/510W UPS</b>	\$150.00	1	\$150.00
105284-008	<b>8 Channel Analog Card</b>	\$2,700.00	1	\$2,700.00
271052	<b>Internal IP Recorder w/ 8 G.711 Channel Licenses</b>	\$4,250.00	1	\$4,250.00
209029	<b>NENA ANI/ALI CAD Spill Integration of SMDR - Discounted Promo Price</b>	\$1,500.00	1	\$1,500.00
NAS Small Footprint	<b>2TB Network Attached Storage For Small Footprint</b>	\$0.00	1	\$0.00
Existing 8 Channel Digital Set Tap Card to be moved to upgraded Chassis at no charge.				
Existing MediaWorks licenses to be transferred and upgraded to MediaWorks Plus at no charge.				

## Gainesville

Item	Description	Price	Qty	Ext. Price
Vista Com Discount	<b>Additional Vista Com Upgrade Allowance</b>	(\$3,500.00)	1	(\$3,500.00)

**Subtotal: \$14,840.00**

## Bonham

Item	Description	Price	Qty	Ext. Price
Total - 16 Channels (Analog)				
NexLog 740	<b>NexLog 740 base system</b>	\$7,995.00	1	\$7,995.00
105301	<b>Front Panel: Integrated 7" Color LCD Touch Screen</b>	\$1,295.00	1	\$1,295.00
108109	<b>Rack Mount Slides - 2 Post Center Mt., 3U (for 740)</b>	\$450.00	1	\$450.00
Battery Backup	<b>CyberPower CP Series 850VA/510W UPS</b>	\$150.00	1	\$150.00
105284-016	<b>16-Channel Analog Card</b>	\$4,000.00	1	\$4,000.00
209029	<b>NENA ANI/ALI CAD Spill Integration of SMDR - Discounted Promo Price</b>	\$1,500.00	1	\$1,500.00
NAS Small Footprint	<b>2TB Network Attached Storage For Small Footprint</b>	\$0.00	1	\$0.00
Existing MediaWorks licenses to be transferred and upgraded to MediaWorks Plus at no charge.				
Vista Com Discount	<b>Additional Vista Com Upgrade Allowance</b>	(\$3,204.00)	1	(\$3,204.00)

**Subtotal: \$12,186.00**

## Whitesboro

Item	Description	Price	Qty	Ext. Price
Total - 8 Channels (Analog)				
NexLog 740	<b>NexLog 740 base system</b>	\$7,995.00	1	\$7,995.00
105301	<b>Front Panel: Integrated 7" Color LCD Touch Screen</b>	\$1,295.00	1	\$1,295.00
108109	<b>Rack Mount Slides - 2 Post Center Mt., 3U (for 740)</b>	\$450.00	1	\$450.00
Battery Backup	<b>CyberPower CP Series 850VA/510W UPS</b>	\$150.00	1	\$150.00
105284-008	<b>8 Channel Analog Card</b>	\$2,700.00	1	\$2,700.00
209029	<b>NENA ANI/ALI CAD Spill Integration of SMDR - Discounted Promo Price</b>	\$1,500.00	1	\$1,500.00
271083	<b>MediaWorks Plus Licenses</b>	\$995.00	1	\$995.00
NAS Small Footprint	<b>2TB Network Attached Storage For Small Footprint</b>	\$0.00	1	\$0.00
Vista Com Discount	<b>Additional Vista Com Upgrade Allowance</b>	(\$2,703.00)	1	(\$2,703.00)

**Subtotal: \$12,382.00**

## Services

Item	Description	Price	Qty	Ext. Price
Prof. Services - Install	<b>Professional Service Installation &amp; Training</b>	\$1,500.00	6	\$9,000.00

**Subtotal: \$9,000.00**



## Maintenance Pricing

Item	Description	Price	Qty	Ext. Price
For all 6 systems, 1st Year Warranty and 24x7 Service and Labor included. Years 2-5 Maintenance Agreement Pricing Listed Below:				
Year 2: \$18,050				
Year 3: \$19,176				
Year 4: \$20,303				
Year 5: \$21,432				
Optional: Purchasing years 2-5 in advance would lock in pricing at the "Year 2" rate through Year 5. Price = \$72,200				

Subtotal: \$0.00

## TCOG Upgrade Proposal



**Prepared by:**

**Vista Com**  
Sean Miller  
281-516-9800 ext 211  
Fax (281) 518-7056  
sean.miller@vistacomtx.com

*Sean Miller*

**Prepared for:**

**Texoma Council Govts**  
1117 Gallagher Road Suite 300  
Sherman, TX 75090  
Beth Eggar  
beggar@texoma.cog.tx.us  
(903) 893-2161

**Quote Information:**

**Quote #: OK001338**  
Version: 1  
Delivery Date: 07/28/2015  
Expiration Date: 08/31/2015

## Quote Summary

Description	Amount
Cooke Co.	\$11,886.00
Fannin Co.	\$12,186.00
Grayson Co.	\$16,124.00
Gainesville	\$14,840.00
Bonham	\$12,186.00
Whitesboro	\$12,382.00
Services	\$9,000.00
Maintenance Pricing	\$0.00

**Total: \$88,604.00**

## Payment Terms Financing


Description	No. of Payments		Amount
Net 30	0	None	\$88,604.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date



**TO:** TCOG Governing Board  
**FROM:** Stacee Sloan, Finance Director   
**DATE:** September 4, 2015  
**RE:** FYE 2016 Budget Update

#### **RECOMMENDATION**

Accept recommendation if any regarding TCOG's FYE 2016 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 6/30/2016 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance, updated Statement of Employee Benefit Programs for FYE 6/30/2016 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance, updated Statement of Central Service IT Costs for FYE 6/30/2016 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance.

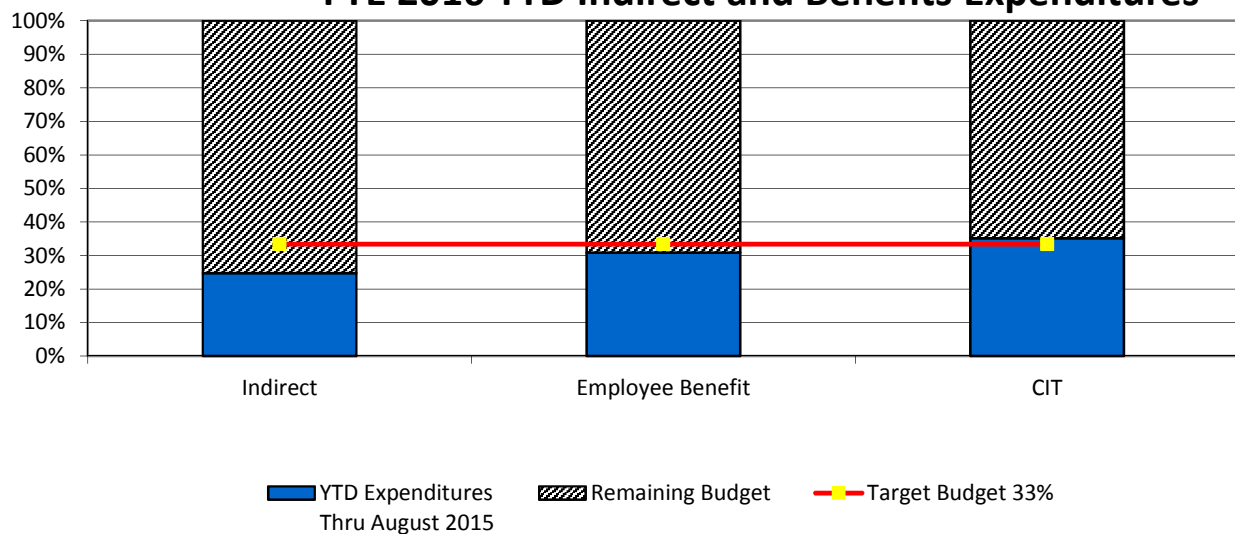
#### **BUDGET**

Fiscal year-to-date expenses for the Indirect Cost Pool, Employee Benefit Pool, and Central Service IT are in alignment with cost reimbursement allocations. No additional rate changes are recommended at this time.

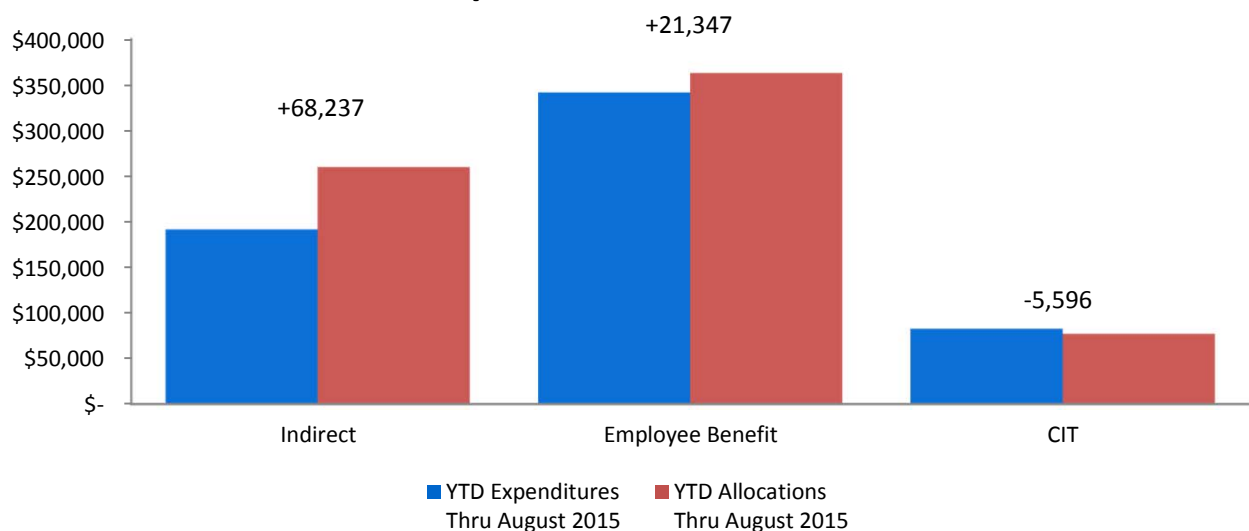
### FYE 2016 YTD Indirect & Benefit Budgets

Fund	FY 2016 Approved Budget	YTD Allocations Thru August 2015	YTD Expenditures Thru August 2015	% of Budget	Over/ (Under)	Budget Balance
Indirect	\$ 772,123	\$ 259,447	\$ 191,210	24.76%	\$ 68,237	\$ 580,913
Employee Benefit	1,107,126	362,646	341,299	30.83%	21,347	765,827
CIT	234,103	76,728	82,324	35.17%	(5,596)	151,779
Total	\$ 2,113,352	\$ 698,821	\$ 614,833	29.09%	\$ 83,988	\$ 1,498,519

### FYE 2016 YTD Indirect and Benefits Expenditures



### Expense vs Allocations



**TEXOMA COUNCIL OF GOVERNMENTS**  
Statement of Revenues and Expenditures  
10 - FINANCE AND ADMINISTRATION  
100 - INDIRECT COST POOL 5/1/15 TO 4/30/16  
From 8/1/2015 Through 8/31/2015

		<u>Budget</u>	<u>Current Month Actual</u>	<u>Year-to-Date Actual</u>	<u>Budget Balance</u>
<b>EXPENSES</b>					
8573	Janitorial Services	11,808.00	984.00	3,936.00	7,872.00
8574	Lawncare Services	3,936.00	216.00	864.00	3,072.00
8575	Legal Services	3,000.00	0.00	299.36	2,700.64
8576	Dues and Subscriptions	7,000.00	7.95	127.95	6,872.05
8577	Training & Travel	17,000.00	0.00	1,561.79	15,438.21
8579	Bank Fees	9,799.00	0.00	0.00	9,799.00
8580	Pest Control Services	574.00	0.00	0.00	574.00
9801	Indirect Salaries	262,375.00	19,818.27	87,034.23	175,340.77
9802	Employee Benefits	123,841.00	9,354.23	40,582.86	83,258.14
9803	Advertising	300.00	0.00	0.00	300.00
9804	Audit Services	34,000.00	0.00	0.00	34,000.00
9806	Contracted Services	0.00	0.00	0.00	0.00
9807	Depreciation Expense	90,200.00	0.00	0.00	90,200.00
9808	Insurance & Bonding	9,020.00	0.00	0.00	9,020.00
9809	Legal Services	0.00	0.00	99.00	(99.00)
9812	Postage	3,200.00	134.75	244.59	2,955.41
9813	Printing	500.00	0.00	0.00	500.00
9814	Mortgage Interest	39,360.00	0.00	3,012.43	36,347.57
9815	Repair & Maintenance Building	31,160.00	2,275.53	12,309.52	18,850.48
9817	Copy Center Expense	4,500.00	0.00	2,199.21	2,300.79
9818	Sanitation Services	2,050.00	170.42	482.98	1,567.02
9820	Supplies Office	17,500.00	253.07	1,485.90	16,014.10
9822	Travel Indirect Staff	0.00	724.27	1,629.69	(1,629.69)
9824	Utilities	101,000.00	8,395.65	31,240.63	69,759.37
	<b>Total EXPENSES</b>	<u>772,123.00</u>	<u>42,334.14</u>	<u>187,110.14</u>	<u>585,012.86</u>
<b>REIMBURSEMENT</b>					
9899	Indirect Cost Allocation	<u>(772,123.00)</u>	<u>(65,261.93)</u>	<u>(259,447.40)</u>	<u>(512,675.60)</u>
	<b>Total REIMBURSEMENT</b>	<u>(772,123.00)</u>	<u>(65,261.93)</u>	<u>(259,447.40)</u>	<u>(512,675.60)</u>
	<b>NET INCOME/LOSS</b>	<u>0.00</u>	<u>22,927.79</u>	<u>72,337.26</u>	<u>72,337.26</u>

**TEXOMA COUNCIL OF GOVERNMENTS**  
Statement of Revenues and Expenditures  
50 - AGING SERVICES  
100 - INDIRECT COST POOL 5/1/15 TO 4/30/16  
From 8/1/2015 Through 8/31/2015

		<u>Budget</u>	<u>Current Month Actual</u>	<u>Year-to-Date Actual</u>	<u>Budget Balance</u>
	EXPENSES				
9812	Postage	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Total EXPENSES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	NET INCOME/LOSS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

**TEXOMA COUNCIL OF GOVERNMENTS**  
Statement of Revenues and Expenditures  
101 - EMPLOYEE BENEFITS 5/1/15 TO 4/30/16  
10 - FINANCE AND ADMINISTRATION  
From 8/1/2015 Through 8/31/2015

		<u>Budget</u>	<u>Current Month Actual</u>	<u>Year-to-Date</u>	<u>Budget Balance</u>
	PAID LEAVE				
9904	ADMIN LEAVE	4,000.00	0.00	128.90	3,871.10
9903	FUNERAL LEAVE	3,500.00	0.00	1,730.55	1,769.45
9902	HOLIDAYS	112,697.00	478.22	17,785.83	94,911.17
9901	ANNUAL LEAVE	133,188.00	16,012.16	47,796.07	85,391.93
9900	SICK LEAVE	<u>66,594.00</u>	<u>5,141.94</u>	<u>24,841.15</u>	<u>41,752.85</u>
	Total PAID LEAVE	<u>319,979.00</u>	<u>21,632.32</u>	<u>92,282.50</u>	<u>227,696.50</u>
	OTHER BENEFIT EXPENSES				
9919	HSA SAVINGS	90,945.00	6,875.00	27,000.00	63,945.00
9918	AIR AMBULANCE MEMBERSHIP	2,400.00	0.00	2,842.00	(442.00)
9917	EMPLOYEE ASSISTANCE PROGRAM	1,800.00	0.00	1,440.00	360.00
9914	GROUP LIFE INSURANCE	6,097.00	460.90	1,810.08	4,286.92
9913	GROUP MEDICAL INSURANCE	296,874.00	23,716.41	93,167.55	203,706.45
9912	UNEMPLOYMENT INSURANCE	15,142.00	0.00	50.45	15,091.55
9911	WORKERS COMP INSURANCE	11,500.00	0.00	0.00	11,500.00
9907	RETIREMENT	158,612.00	14,258.94	56,921.80	101,690.20
9905	PAYROLL TAXES	<u>203,777.00</u>	<u>15,876.87</u>	<u>65,784.37</u>	<u>137,992.63</u>
	Total OTHER BENEFIT EXPENSES	<u>787,147.00</u>	<u>61,188.12</u>	<u>249,016.25</u>	<u>538,130.75</u>
	TOTAL EXPENSE	<u>1,107,126.00</u>	<u>82,820.44</u>	<u>341,298.75</u>	<u>765,827.25</u>
	REIMBURSEMENT				
9999	EMPLOYEE BENEFITS ALLOCATION	<u>(1,107,126.00)</u>	<u>(90,792.95)</u>	<u>(362,645.92)</u>	<u>(744,480.08)</u>
	Total REIMBURSEMENT	<u>(1,107,126.00)</u>	<u>(90,792.95)</u>	<u>(362,645.92)</u>	<u>(744,480.08)</u>
	NET INCOME/LOSS	<u>0.00</u>	<u>7,972.51</u>	<u>21,347.17</u>	<u>21,347.17</u>

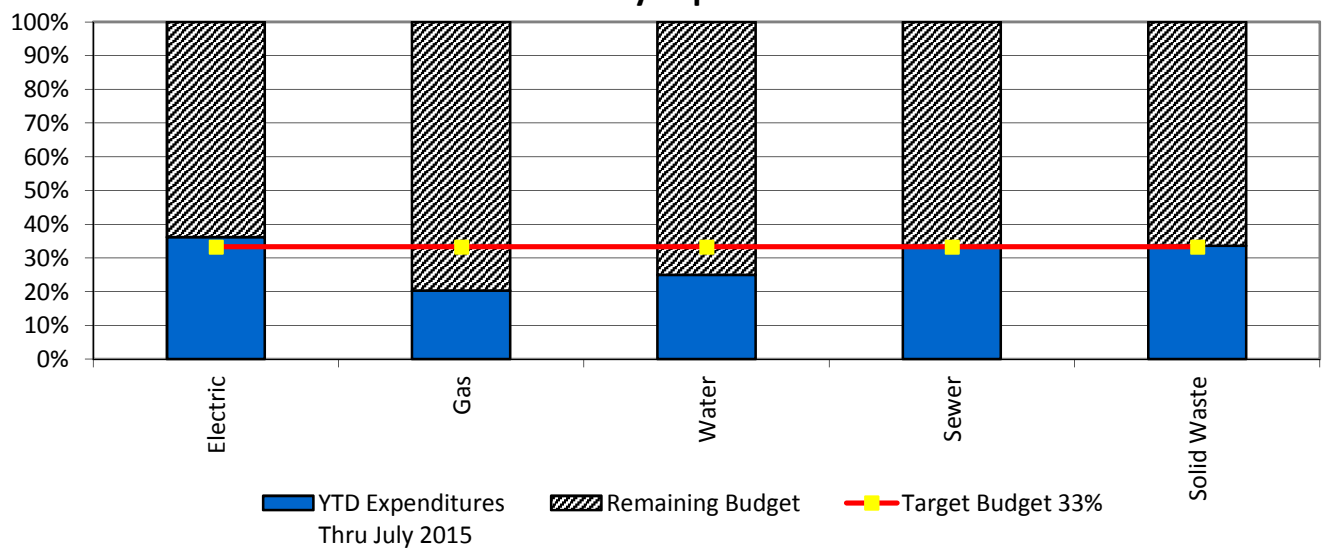
**TEXOMA COUNCIL OF GOVERNMENTS**  
Statement of Revenues and Expenditures  
10 - FINANCE AND ADMINISTRATION  
104 - CENTRAL SERVICE IT 5/1/15 TO 4/30/16  
From 8/1/2015 Through 8/31/2015

		<u>Budget</u>	<u>Current Month Actual</u>	<u>Year-to-Date</u>	<u>Budget Balance</u>
	EXPENSES				
8578	Telephone and Internet	43,200.00	0.00	8,022.43	35,177.57
9806	Contracted Services	170,163.00	15,416.00	61,489.50	108,673.50
9816	TECHNOLOGY HARDWARE/S...	19,240.00	0.00	9,909.50	9,330.50
9820	Supplies Office	1,500.00	0.00	219.54	1,280.46
9821	TELEPHONE SERVICE	<u>0.00</u>	<u>2,683.43</u>	<u>2,683.43</u>	<u>(2,683.43)</u>
	Total EXPENSES	<u>234,103.00</u>	<u>18,099.43</u>	<u>82,324.40</u>	<u>151,778.60</u>
	TOTAL EXPENSE	<u>234,103.00</u>	<u>18,099.43</u>	<u>82,324.40</u>	<u>151,778.60</u>
	REIMBURSEMENT				
9899	Indirect Cost Allocation	<u>(234,103.00)</u>	<u>(19,131.94)</u>	<u>(76,728.13)</u>	<u>(157,374.87)</u>
	Total REIMBURSEMENT	<u>(234,103.00)</u>	<u>(19,131.94)</u>	<u>(76,728.13)</u>	<u>(157,374.87)</u>
	NET INCOME/LOSS	<u>0.00</u>	<u>1,032.51</u>	<u>(5,596.27)</u>	<u>(5,596.27)</u>

### UTILITY SUMMARY FYE 2016

UTILITY	FY 2016 Adopted Budget	YTD Expenditures Thru July 2015	% of Budget	Budget Balance
Electric	\$ 85,000	\$ 30,774	36.20%	\$ 54,226
Gas	33,000	6,710	20.33%	26,290
Water	3,200	800	24.99%	2,400
Sewer	800	268	33.49%	532
Solid Waste	1,700	570	33.55%	1,130
Total	\$ 123,700	\$ 39,121	31.63%	\$ 84,579

#### FYE 2016 YTD Utility Expenditures



#### All Utilities

