

- A. **Call to Order & Declaration of a Quorum**
- B. **Invocation and Pledges**
- C. **Welcome Guests**
- D. **Induct New Governing Board Members for 2018-2020**  
TCOG Governing Board Pledge:  
In accepting this responsibility as a Governing Board 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 Board members, and
  - To promote our strengths as a region
- E. **Executive Director's Report**
  - 1. Strategic Plan Update
- F. **Approval of Minutes:** Approve Meeting Minutes for December 13, 2018 – page 3
- 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.*
- H. **Action**
  - 1. **FYE 2019 Cost Pool Budgets Update (AF):** Accept recommendation, if any, regarding TCOG's FYE 2019 Cost Pool Budgets.  
**Mindi Jones, Finance Director – page 5**
  - 2. **Cooke County United Way 2019 Grant Proposal (AS):** Authorize submission and, if awarded, the acceptance of the Cooke County United Way 2019 Grant Proposal of \$40,000.  
**Judy Conner, MS, CPG, Aging Services Director – page 12**
  - 3. **Byrd Fielder Livengood Charitable Trust Foundation Grant Proposal 2019 (AS):** Authorize submission and, if awarded, the acceptance of the Byrd Fielder Livengood Charitable Trust Foundation 2019 Grant Proposal.  
**Judy Conner, MS, CPG, Aging Services Director – page 23**
  - 4. **FY 2019 Low-Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program (WAP) Contract (ES):** Approve the TDHCA LIHEAP Weatherization Assistance Program contract.  
**Evan Brown, Weatherization Program Manager – page 29**
  - 5. **Weatherization Contractor Bid (ES):** Approve bids from contractors to install weatherization measures in the nineteen (19) county Service Area for the Weatherization Assistance Program.  
**Evan Brown, Weatherization Program Manager – page 61**
  - 6. **Texas Department of Housing and Community Affairs (TDHCA) Comprehensive Energy Assistance Program (CEAP) 2018 Contract Extension (ES):** Ratify 2018 CEAP contract extension with TDHCA.  
**Judy Fullylove, Energy Services Director – page 67**

7. **Texas Department of Housing and Community Affairs (TDHCA) Comprehensive Energy Assistance Program (CEAP 2019 Contract (ES):** Approve 2019 CEAP contract with TDHCA. Judy Fullylove, Energy Services Director – page 92
  8. **TCOG 9-1-1 Program System Router Project (RS):** Approve the purchase, installation and support for the replacement of Routers in the TCOG 9-1-1 Program System. CJ Durbin-Higgins, CFM, Public Safety Program Manager – page 118
  9. **TCOG Criminal Justice Advisory Committee (CJAC) Members and Bylaws update (RS):** Approve the 2019 TCOG CJAC Members and the Bylaws update. CJ Durbin-Higgins, CFM, Public Safety Program Manager – page 123
  10. **Glaser Family Charitable Foundation Grant (AS):** Ratify submission and authorize acceptance of the Glaser Family Charitable Foundation Grant for the Texoma Senior Corps Foster Grandparents Program (FGP) – page Virginia Rhodes, Texoma Senior Corps Program Manager – page 130
- I. President's Report
- J. Adjourn

**APPROVAL**



Eric M. Bridges, Executive Director

**Members Present:** Jason Brinkley, Jeff Whitmire, Teresa Adams, Debbie Barnes-Plyler, Dan Busch, Spanky Carter, Jason Fox, Craig Jezek, Cecil Jones, Ken Keeler, Tony Rodriguez, Josh Stevenson, Bryan Wilson

- A.** Jason Brinkley called the meeting to order and declared a quorum at 5:30 p.m.
- B.** Cecil Jones provided the invocation followed by Spanky Carter who led the pledges.
- C.** Welcome Guests & Staff: Eric Bridges, Bill Lindsay, Judy Fullyove, CJ Durbin-Higgins, Judy Conner, Delano Smith, Rayleen Bingham, Sean Norton, Mindi Jones
- D.** There were no new board members present for induction.
- E. Executive Director's Report**
  - 1. Rayleen Bingham provided a presentation on the HUD-VASH program in Section 8.
  - 2. CJ Durbin-Higgins provided an update on the progress made to the backup PSAP construction.
  - 3. Eric Bridges informed the board that the American Red Cross – Texoma Chapter, has become TCOG's newest tenant. The suites in TCOG's building are now 100% leased.
  - 4. Eric Bridges provided an update on the strategic plan. He added that the Regional Services Department is growing synergy. The Small Cities workshop was a great success.
- F.** Dan Busch made a motion to approve Meeting Minutes for October 18, 2018. This motion was seconded by Josh Stevenson. Motion carried unanimously.
- G. Consent**
  - 1. A motion was made by Josh Stevenson to ratify liabilities paid in the amounts listed. Cecil Jones seconded this motion. Motion carried unanimously.
- H. Action**
  - 1. No action was taken regarding TCOG's FYE 2019 Cost Pool Budgets.
  - 2. A motion was made by Jeff Whitmire to authorize submission and, if awarded, the acceptance of the annual Section 8 Family Self-Sufficiency Coordinator Grant. This motion was seconded by Josh Stevenson. Motion carried unanimously.
  - 3. A motion was made by Josh Stevenson to ratify contract extension for the 2018 LIHEAP-Weatherization with the Texas Department of Housing and Community Affairs (TDHCA). This motion was seconded by Tony Rodriguez. Motion carried unanimously.
  - 4. A motion was made by Debbie Plyler to ratify contract extension for the Community Services Block Grant (CSBG) with Texas Department of Housing and Community Affairs (TDHCA). This motion was seconded by Spanky Carter. Motion carried unanimously.
  - 5. A motion was made by Josh Stevenson to approve the revised CSBG CAP Plan and Budget for fiscal year 2019 to the Texas Department of Housing and Community Affairs (TDHCA). This motion was seconded by Cecil Jones. Motion carried unanimously.
  - 6. A motion was made by Ken Keeler to approve the revised 2019-2021 Community Needs Assessment (CAN) as required by the Texas Department of Housing and Community Affairs (TDHCA). This motion was seconded by Dan Busch. Motion carried unanimously.
  - 7. A motion was made by Josh Stevenson to accept the FY2018 Homeland Security Grant Award. This motion was seconded by Teresa Adams. Motion carried unanimously.
  - 8. A motion was made by Ken Keeler to approve the FY2018 Texoma Regional Threat & Hazard Identification Risk Assessment. This motion was seconded by Bryan Wilson. Motion carried unanimously.

9. A motion was made by Josh Stevenson to authorize payment of annual membership dues to National Association of Development Organizations (NADO), Texas Association of Regional Councils (TARC), Southwest Region Economic Development Association (SWREDA), and to the Corporation for Texas Regionalism (CTR), and name Jason Brinkley as TCOG Board Designee to NADO, TARC, and CTR, with Bill Lindsay as the alternate. This motion was seconded by Ken Keeler. Motion carried unanimously.
10. A motion was made by Debbie Plyler to designate Mindi Jones as the Authorized Representative and Acting Secretary and authorize Eric Bridges as signer for all Texoma Council of Governments depository accounts with JPM Chase. This motion was seconded by Josh Stevenson. Motion carried unanimously.

**I. President's Report**

1. Judge Brinkley recognized Judge Carter's service to the TCOG Board and region. This meeting was Judge Carter's last before leaving office.

- J.** Jason Brinkley adjourned the meeting at 6:51 p.m.



**TO:** TCOG Governing Board  
**FROM:** Mindi Jones, Finance Director *MJ*  
**DATE:** January 8, 2019  
**RE:** FYE 2019 Cost Pool Budgets Update

**RECOMMENDATION**

Accept recommendation, if any, regarding TCOG’s FYE 2019 Cost Pool Budgets.

**BACKGROUND**

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

**DISCUSSION**

The following documents are attached: updated Statement of Proposed Indirect Cost for FYE 4/30/2019 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance, updated Statement of Employee Benefit Programs for FYE 4/30/2019 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance, updated Statement of Central Service IT Costs for FYE 4/30/2019 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance.

**BUDGET**

No rate changes recommended at this time.

**100 - General - 41.7%**

10 - Finance and Administration

10000 - Indirect Pool

11/01/2018 - 11/30/2018

	Current Month			Budget Balance	% of Budget
	Budget	Actual	Year-to-Date		Remaining
<b>INDIRECT SALARY</b>					
Indirect Salary					
Salaries	\$ 225,599.00	\$ 18,452.62	\$ 124,487.46	\$ 101,111.54	44.82%
Employee Benefits	\$ 117,379.00	\$ 9,600.90	\$ 64,800.23	\$ 52,578.77	44.79%
<b>Total INDIRECT SALARY</b>	<b>\$ 342,978.00</b>	<b>\$ 28,053.52</b>	<b>\$ 189,287.69</b>	<b>\$ 153,690.31</b>	<b>44.81%</b>
<b>CONTRACTED SERVICES</b>					
Janitorial	\$ 13,800.00	\$ 1,133.72	\$ 7,936.04	\$ 5,863.96	42.49%
Lawn Service	\$ 3,200.00	\$ 248.86	\$ 1,742.02	\$ 1,457.98	45.56%
Pest Control	\$ 1,100.00	\$ 147.60	\$ 565.80	\$ 534.20	48.56%
<b>Total CONTRACTED SERVICES</b>	<b>\$ 18,100.00</b>	<b>\$ 1,530.18</b>	<b>\$ 10,243.86</b>	<b>\$ 7,856.14</b>	<b>43.40%</b>
<b>PROFESSIONAL SERVICES</b>					
Audit	\$ 21,880.00	\$ -	\$ 21,880.00	\$ -	0.00%
Consultant	\$ 40,000.00	\$ 4,940.00	\$ 17,408.75	\$ 22,591.25	56.48%
Legal	\$ 8,000.00	\$ -	\$ 4,469.52	\$ 3,530.48	44.13%
Network	\$ 7,965.00	\$ 658.50	\$ 5,273.25	\$ 2,691.75	33.79%
<b>Total PROFESSIONAL SERVICES</b>	<b>\$ 77,845.00</b>	<b>\$ 5,598.50</b>	<b>\$ 49,031.52</b>	<b>\$ 28,813.48</b>	<b>37.01%</b>
<b>UTILITIES</b>					
Electric	\$ 62,000.00	\$ 4,841.63	\$ 39,258.37	\$ 22,741.63	36.68%
Natural Gas	\$ 23,000.00	\$ 1,789.22	\$ 11,277.61	\$ 11,722.39	50.97%
Sanitation	\$ 1,788.00	\$ 171.75	\$ 908.47	\$ 879.53	49.19%
Water	\$ 3,000.00	\$ 235.67	\$ 1,801.23	\$ 1,198.77	39.96%
<b>Total UTILITIES</b>	<b>\$ 89,788.00</b>	<b>\$ 7,038.27</b>	<b>\$ 53,245.68</b>	<b>\$ 36,542.32</b>	<b>40.70%</b>
<b>OTHER</b>					
Training & Travel	\$ 8,600.00	\$ -	\$ 3,719.37	\$ 4,880.63	56.75%
Advertising	\$ 300.00	\$ -	\$ 20.00	\$ 280.00	93.33%
Bank Fee	\$ 1,440.00	\$ 60.00	\$ 420.00	\$ 1,020.00	70.83%
Copier Expense	\$ 2,750.00	\$ 75.15	\$ 716.05	\$ 2,033.95	73.96%
Depreciation	\$ 77,651.00	\$ -	\$ -	\$ 77,651.00	100.00%
Dues/Subscriptions	\$ 16,000.00	\$ -	\$ 8,659.00	\$ 7,341.00	45.88%
Insurance	\$ 8,100.00	\$ -	\$ 8,751.60	\$ (651.60)	-8.04%
IT - Hosting	\$ 840.00	\$ -	\$ -	\$ 840.00	100.00%
Postage	\$ 1,250.00	\$ -	\$ 89.50	\$ 1,160.50	92.84%
Printed Material	\$ 1,600.00	\$ -	\$ 1,852.79	\$ (252.79)	-15.80%
Software-Licensing-Maint	\$ 1,442.00	\$ -	\$ -	\$ 1,442.00	100.00%
Travel	\$ -	\$ -	\$ 129.24	\$ (129.24)	0.00%
Building Maintenance	\$ 45,000.00	\$ 2,142.30	\$ 21,751.15	\$ 23,248.85	51.66%
Training & Travel	\$ 8,400.00	\$ 646.16	\$ 3,930.76	\$ 4,469.24	53.21%
Mortgage Interest Expense	\$ 26,680.00	\$ 2,255.05	\$ 16,021.88	\$ 10,658.12	39.95%
Supplies	\$ 10,000.00	\$ 432.32	\$ 7,811.30	\$ 2,188.70	21.89%
<b>Total OTHER</b>	<b>\$ 210,053.00</b>	<b>\$ 5,610.98</b>	<b>\$ 73,872.64</b>	<b>\$ 136,180.36</b>	<b>64.83%</b>

	Current Month		Year-to-Date	Budget Balance	% of Budget Remaining
	Budget	Actual			
<b>Total INDIRECT</b>	\$ 738,764.00	\$ 47,831.45	\$ 375,681.39	\$ 363,082.61	49.15%
<b>YTD Budget</b>			\$ 430,945.67		
<b>REIMBURSEMENT</b>					
Allocation Indirect Expense	\$ 798,764.00	\$ 53,711.04	\$ 415,325.01	\$ 383,438.99	48.00%
<b>Total REIMBURSEMENT</b>	\$ 798,764.00	\$ 53,711.04	\$ 415,325.01	\$ 383,438.99	48.00%
<b>YTD Budget</b>			\$ 465,945.67		
<b>(Over)/Under Applied Costs</b>			\$ (39,643.62)		
<b>Monthly Depreciation</b>	\$ 77,651.00	\$ 6,470.92	\$ 45,296.42	\$ 32,354.58	41.67%
<b>TOTAL INDIRECT</b>			\$ 420,977.81		
<b>(Over)/Under Applied Costs</b>			\$ 5,652.80		

**100 - General - 41.7%**

10 - Finance and Administration  
 11000 - Employee Benefit Pool  
 11/01/2018 - 11/30/2018

	Current Month			Budget Balance	% of Budget Remaining
	Budget	Actual	Year-to-Date		
<b>PAID LEAVE</b>					
Leave Administrative	\$ 3,000.00	\$ -	\$ 302.77	\$ 2,697.23	89.91%
Lave PTO	\$ 178,927.00	\$ 11,796.46	\$ 117,794.18	\$ 61,132.82	34.17%
Leave Bereavement	\$ 3,000.00	\$ -	\$ 448.41	\$ 2,551.59	85.05%
Leave Holiday	\$ 97,408.00	\$ 8,197.33	\$ 39,001.53	\$ 58,406.47	59.96%
<b>Total PAID LEAVE</b>	<b>\$ 282,335.00</b>	<b>\$ 19,993.79</b>	<b>\$ 157,546.89</b>	<b>\$ 124,788.11</b>	<b>44.20%</b>
<b>OTHER BENEFIT EXPENSES</b>					
Insurance Health	\$ 326,779.00	\$ 23,499.10	\$ 179,250.87	\$ 147,528.13	45.15%
Insurance Health Savings Account	\$ 78,764.00	\$ 4,800.00	\$ 37,560.00	\$ 41,204.00	52.31%
Insurance Life	\$ 5,129.00	\$ 315.16	\$ 2,468.22	\$ 2,660.78	51.88%
Air Ambulance Program	\$ 2,805.00	\$ -	\$ 2,353.00	\$ 452.00	16.11%
Employee Assistance Program	\$ 1,224.00	\$ -	\$ 1,128.00	\$ 96.00	7.84%
Fraud Hotline	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
Retirement	\$ 159,923.00	\$ 5,864.44	\$ 73,917.77	\$ 86,005.23	53.78%
<b>Total OTHER BENEFIT EXPENSES</b>	<b>\$ 575,124.00</b>	<b>\$ 34,478.70</b>	<b>\$ 296,677.86</b>	<b>\$ 278,446.14</b>	<b>48.41%</b>
<b>PAYROLL TAXES</b>					
FICA/Medicare	\$ 176,164.00	\$ 11,646.60	\$ 92,078.61	\$ 84,085.39	47.73%
Unemployment Insurance	\$ 9,180.00	\$ -	\$ 1,457.91	\$ 7,722.09	84.12%
Workers Compensation	\$ 8,500.00	\$ 933.95	\$ 8,003.71	\$ 496.29	5.84%
<b>Total PAYROLL TAXES</b>	<b>\$ 193,844.00</b>	<b>\$ 12,580.55</b>	<b>\$ 101,540.23</b>	<b>\$ 92,303.77</b>	<b>47.62%</b>
<b>Total Employee Benefits</b>	<b>\$ 1,051,303.00</b>	<b>\$ 67,053.04</b>	<b>\$ 555,764.98</b>	<b>\$ 495,538.02</b>	<b>47.14%</b>
<b>YTD Budget</b>			<b>\$ 613,260.08</b>		
<b>REIMBURSEMENT</b>					
Allocation Employee Benefit Expense	\$ 1,051,303.00	\$ 71,576.03	\$ 544,267.10	\$ 507,035.90	48.23%
<b>Total REIMBURSEMENT</b>	<b>\$ 1,051,303.00</b>	<b>\$ 71,576.03</b>	<b>\$ 544,267.10</b>	<b>\$ 507,035.90</b>	<b>48.23%</b>
<b>YTD Budget</b>			<b>\$ 613,260.08</b>		
<b>(Over)/Under Applied Costs</b>			<b>\$ 11,497.88</b>		

**100 - General - 41.7%**

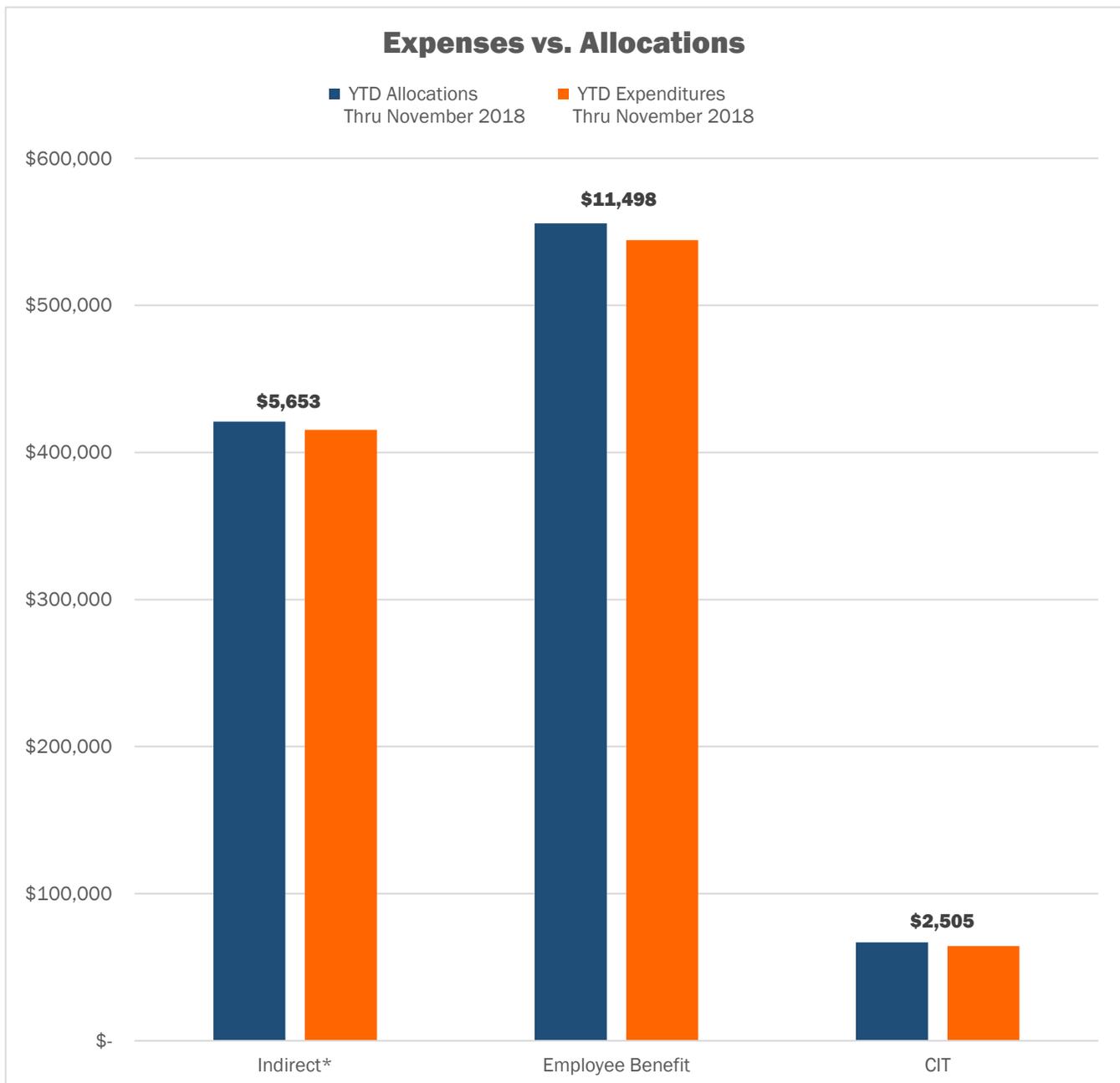
10 - Finance and Administration  
 12000 - Central Service IT  
 11/01/2018 - 11/30/2018

	<b>Current Month</b>				<b>% of Budget</b>
	<b>Budget</b>	<b>Actual</b>	<b>Year-to-Date</b>	<b>Budget Balance</b>	<b>Remaining</b>
<b>EXPENSES</b>					
IT-Voice & Data Service	\$ 32,256.00	\$ 2,935.94	\$ 19,678.54	\$ 12,577.46	38.99%
IT-Hardware	\$ 15,000.00	\$ -	\$ 5,025.20	\$ 9,974.80	66.50%
IT-Peripherals & Supplies	\$ 4,800.00	\$ 76.18	\$ 76.18	\$ 4,723.82	98.41%
Software-Licensing-Maint	\$ 13,616.00	\$ -	\$ 9,676.00	\$ 3,940.00	28.94%
Network Professional Services	\$ 58,140.00	\$ 2,979.75	\$ 32,523.50	\$ 25,616.50	44.06%
<b>Total EXPENSES</b>	<b>\$ 123,812.00</b>	<b>\$ 5,991.87</b>	<b>\$ 66,979.42</b>	<b>\$ 56,832.58</b>	<b>45.90%</b>
<b>YTD Budget</b>			<b>\$ 72,223.67</b>		
<b>REIMBURSEMENT</b>					
Allocation CIT Expense	\$ 123,812.00	\$ 8,330.13	\$ 64,474.33	\$ 59,337.67	47.93%
<b>Total REIMBURSEMENT</b>	<b>\$ 123,812.00</b>	<b>\$ 8,330.13</b>	<b>\$ 64,474.33</b>	<b>\$ 59,337.67</b>	<b>47.93%</b>
<b>YTD Budget</b>			<b>\$ 72,223.67</b>		
<b>(Over)/Under Applied Costs</b>			<b>\$ 2,505.09</b>		



### FYE 2019 YTD Indirect, Benefits, and CIT Budgets

	FY 2019 Approved Budget	YTD Allocations Thru November 2018	YTD Expenditures Thru November 2018	Budget Balance	% of Budget Remaining	Under/(Over)
Indirect*	\$ 798,764	\$ 420,978	\$ 415,325	\$ 383,439	48.00%	\$ 5,653
Employee Benefit	1,051,303	555,765	544,267	507,036	48.23%	11,498
CIT	123,812	66,979	64,474	59,338	47.93%	2,505
<b>Total</b>	<b>\$ 1,973,879</b>	<b>\$ 1,043,722</b>	<b>\$ 1,024,066</b>	<b>\$ 949,813</b>	<b>48.12%</b>	<b>\$ 19,656</b>



\*Includes Year-to-Date Depreciation Expense Estimate

Member Name (Cities and Counties)	FYE 2019 Member Dues	FYE 2019 Dues Paid		Member Name (Schools)	FYE 2019 Member Dues	FYE 2019 Dues Paid	
<b>COOKE COUNTY</b>	<b>\$3,768.00</b>	<b>\$3,768.00</b>	<b>9/13/2018</b>	Bells ISD	\$151.00		
Callisburg	\$100.00			Bonham ISD	\$369.00	\$369.00	9/18/2018
Gainesville	\$3,204.00			Collinsville ISD	\$106.00		
Lindsay	\$213.00	\$213.00	9/7/2018	Denison ISD	\$900.00	\$900.00	10/2/2018
Muenster	\$317.00			Dodd City ISD	\$100.00	\$100.00	9/12/2018
Oak Ridge	\$100.00	\$100.00	10/2/2018	Ector ISD	\$100.00	\$100.00	9/18/2018
Valley View	\$152.00	\$152.00	8/31/2018	Era ISD	\$100.00	\$100.00	9/10/2018
<b>GRAYSON COUNTY</b>	<b>\$7,695.00</b>	<b>\$7,695.00</b>	<b>10/4/2018</b>	Fannindel ISD	\$100.00	\$100.00	9/24/2018
Bells	\$283.00	\$283.00	\$43,391.00	Gainesville ISD	\$562.00		
Collinsville	\$329.00			Grayson College	\$811.00	\$811.00	9/24/2018
Denison	\$4,521.00	\$4,521.00	9/24/2018	Honey Grove ISD	\$114.00		
Dorchester*	-			Leonard ISD	\$171.00		
Gunter	\$293.00	\$293.00	9/18/2018	Lindsay ISD	\$100.00	\$100.00	8/22/2018
Knollwood	\$100.00	\$100.00	9/12/2018	Muenster ISD	\$100.00	\$100.00	9/28
Pottsboro	\$441.00	\$441.00	9/10/2018	NCTC	\$451.00		
Sadler	\$100.00	\$100.00	9/7/2018	Pottsboro ISD	\$279.00	\$279.00	9/14/2018
Sherman	\$8,046.00	\$8,046.00	12/3/2018	Sam Rayburn ISD	\$100.00		
Southmayd	\$201.00	\$201.00	9/10/2018	Savoy ISD	\$100.00	\$200.00	9/18/2018+
Tioga	\$165.00	\$165.00	9/13/2018	Sherman ISD	\$1,412.00		
Tom Bean	\$207.00			Tom Bean ISD	\$136.00		
Van Alstyne	\$662.00			Van Alstyne ISD	\$291.00		
Whitesboro	\$771.00	\$771.00	8/31/2018	Whitesboro ISD	\$310.00		
Whitewright	\$320.00	\$640.00	10/2/2018+	<b>TOTAL</b>	<b>\$6,863.00</b>	<b>\$3,159.00</b>	
Howe	\$554.00	\$554.00	\$43,391.00				
<b>FANNIN COUNTY</b>	<b>\$3,184.00</b>	<b>\$3,184.00</b>	<b>9/6/2018</b>	Bonham Chamber of Commerce	\$175.00		
Bailey*	-			Denison Chamber of Commerce	\$100.00		
Bonham	\$2,008.00	\$2,008.00	9/12/2018	Sherman Chamber of Commerce	\$100.00		
Dodd City	\$100.00	\$200.00	9/10/2018+	<b>TOTAL</b>	<b>\$375.00</b>	<b>\$0.00</b>	
Ector	\$139.00			* Non-Member			
Honey Grove	\$327.00			+ FYE18 & FYE19			
Ladonia	\$121.00	\$121.00	9/24/2018				
Pecan Gap*	-						
Ravenna	\$100.00	\$100.00	9/10/2018	<b>Statements and Invoices Sent 08/28/2018</b>			
Trenton	\$125.00	\$125.00	9/10/2018				
Windom	\$100.00	\$200.00	9/7/2018+				
Leonard	\$392.00						
Savoy	\$168.00	\$168.00	9/13/2018				
<b>TOTAL</b>	<b>\$39,306.00</b>	<b>\$34,149.00</b>			\$46,169	\$37,308	



TO: TCOG Governing Board  
THRU: Eric Bridges, Executive Director *EMB*  
FROM: Judy Conner, MS, CPG, AAA Director *JC*  
DATE: January 8, 2019  
RE: Cooke County United Way 2019 Grant Proposal

### RECOMMENDATION

Authorize submission and, if awarded, the acceptance of the Cooke County United Way 2019 Grant Proposal of \$40,000.

### 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 population in Texoma has a higher per capita elderly population (approximately 22%) than the State of Texas (approximately 19%). (Census 2010) 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 partially funded by federal, state and local contributions from individuals, businesses and foundations.

### DISCUSSION

AAA staff in the Gainesville office of Cooke County work with the low-income and vulnerable senior population in providing counseling and direct services for benefits and care coordination in the effort to promote independence, better health and quality of life.

The Surgeon General reports that at least 80% of American adults have gum disease. Older people who have gum disease increase their risk of head and neck cancer as well as being twice as likely to die from heart disease with bacteria in the mouth causing more instances of high blood pressure and risk of stroke. (American Academy of Oral Systemic Health)

If received, the \$40,000 requested will be used for direct services to Cooke County residents age 60 and over and disabled to provide the following: dental, vision, hearing, emergency medications and other healthy initiative services.

### BUDGET

The funding of \$40,000 will be used to supplement the AAA budget for Cooke County to provide direct services for the elderly and disabled populations in Cooke County.


**Application Summary of : TCOG/AAA | Conner, Judy**
**Agency Information**

<b>Agency Information</b>	
*Legal Name of Agency:	Texoma Regional Foundation
*DBA ( <i>Doing Business As</i> ):	Texoma Area Agency on Aging
*Amount of funding requested:	\$40,000
Website:	<a href="http://www.texomaregionalfoundation.com">http://www.texomaregionalfoundation.com</a>
<b>Physical Address</b>	
*P.O Box or Street Address:	1117 Gallagher Drive, Suite 350
*City:	Sherman
*State:	Texas
*Zip Code:	75090
*Phone:	903-813-3512
*Is your Physical Address different than Mailing Address:	No
<b>Executive Director</b>	
*Executive Director:	Eric Bridges
Phone:	(903)-813 3512
*Email:	<a href="mailto:ebridges@texoma.cog.tx.us">ebridges@texoma.cog.tx.us</a>
<b>Agency's Contact Details</b>	
*Agency's Primary Contact for Application:	Judy Conner
*Title of Primary Contact:	Director Area Agency on Aging
*Phone:	(903)-813 3575
*Email:	<a href="mailto:jconner@texoma.cog.tx.us">jconner@texoma.cog.tx.us</a>
<b>Agency Board Chair</b>	
*Chairman of the Board :	Roy Floyd
*Phone:	(903)-583 0130
*Email:	<a href="mailto:royfloyd@cableone.net">royfloyd@cableone.net</a>

**Agency Mission and Overview**

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<b>Agency Mission and Overview</b>	
*Agency Mission Statement:	The Texoma Regional Foundation is a charitable 501(c)(3) organization with a mission to improve the quality of life for the citizens of the Texoma region (Cooke, Fannin and Grayson Counties) through the following activities: <ul style="list-style-type: none"> <li>- Connect and network interested agencies, programs and grass root organizations to form collaborative partnerships that work together to expand and enhance projects and activities to improve the quality of life to residents of the Texoma region;</li> <li>- Advocate for programs to improve funding for community services within the Texoma region; and,</li> <li>- Implement, grow and sustain a variety of programs that will address the community needs of the Texoma region.</li> </ul>
*Agency Vision Statement:	Through the advocacy and contributions of the Texoma Regional Foundation, the quality of life for citizens of the Texoma region (Cooke, Fannin and Grayson Counties), especially the most vulnerable populations, such as the elderly, disabled and children in poverty, will be measurably improved. This will have been accomplished through many collaborations, partnerships and community projects and programs fostered and nurtured by the Texoma Regional Foundation.
*Briefly describe agency history. Also include a brief description of your service delivery history in Cooke County ( <i>Maximum 500 words</i> ):	The Texoma Regional Foundation was incorporated with 501(c)(3) status determined and granted by the IRS on August 15, 2013. The Texoma Regional Foundation is an organization designated as a public charity for the Texoma Region and assisting the communities of Cooke, Fannin and Grayson Counties. The Area Agency on Aging in Cooke County is a service agency chosen and supported by the Texoma Regional Foundation since being approved and granted exempt status. The AAA office in Gainesville provides comprehensive assessments to identify needs for low-income, older and disabled individuals. Services provided are home-delivered meals, caregiver support services, Medicare/Medicaid benefits counseling, assistance with documentation preparation for extra help benefits, and direct services such as dental, vision, hearing medications and minor residential repairs.

**Agency Structure**

<b>Agency Structure</b>	
<b>Tax Exempt Status</b>	Yes

*Is your agency recognized as exempt from taxation under Section 501(c) of the Internal Revenue Code as well as from corresponding provisions or other applicable state, local and foreign laws or regulations?	
*Does your agency file the IRS Form 990 in a timely manner ( <i>within nine months of fiscal year end</i> )?	Yes
*Was a copy of the IRS Form 990 provided to the board before it was filed?	Yes
*Date the last IRS Form 990 submitted to IRS:	3/07/2018
<b><u>Audit</u></b>	
* Is your agency's annual income greater than \$150,000?	No
<p><b><i>Organizations with annual income between \$75,000 and \$150,000 must certify that their financial statements are reviewed by an independent certified public accountant.</i></b></p> <p><b><i>Organizations with annual income less than \$75,000 must certify that controls are in place to ensure that funds are properly accounted for and that it can provide accurate and timely financial information.</i></b></p>	
*Is the audit ( <i>or financial review</i> ) presented to the full board?	Yes
*Does the board/executive committee review the management letter and take appropriate actions to minimize any risks identified?	Yes
*Date of last audit:	4/30/2018
<b><u>Legal Requirements</u></b>	
*Does your agency comply with all other applicable legal, local, state and federal operating and reporting requirements?	Yes
*In the last 12 months, have there been any government agency led investigations of your agency for violations of local, state or federal laws?	No
*Does your agency comply with the provisions of Sarbanes-Oxley applicable to nonprofit corporations ( <i>whistle blower protection and implementation of document retention and destruction policy</i> )?	Yes
<b><u>Governance</u></b>	
*Does the board approve the annual budget?	Yes
*Does the board review financial statements on at least a quarterly basis?	Yes
*Does your agency produce an annual report?	Yes
*Please attach the annual report:	2018 Annual Report.pdf
	Yes

*Are meeting minutes maintained for all governing board meetings?	
*Does your board meet at least quarterly?	No
Has your board adopted the following policies: Conflict of Interest Code of Ethics Diversity Statement	No
*Does your board review its bylaws and other governance documents & policies at least once every three years?	Yes
<b><u>Volunteer Engagement</u></b>	
How many community volunteers served your agency last year?	
*Board/Policy making volunteers:	4
*Direct Service volunteers:	7
*Other volunteers:	0
*What were the total volunteer hours for the year?	460
*Value of volunteer hours ( <i>total hours x \$23.07/hourly rate</i> ): (Rate based on Independent Sector National Value of Volunteer Hours)	10612.20
*How do you plan to expand your use of volunteers this coming year?	Recruit and train volunteers interested in benefits counseling, expanding information/counseling available to Medicare/Medicaid beneficiaries, including Medicare Part D.

**Programs or Services Inputs and Outcomes**

<b>Programs/Services Inputs &amp; Outcomes</b>	
<p><i><b>Inputs</b> are the resources your organization devotes to a particular program. Those resources can be financial, but also the time of staff and volunteers. Expertise, such as a consultant or a partner organization, can be considered an input.</i></p> <p><i><b>Activities</b> are the major services the program provides in order to achieve its desired outcomes. They describe what you do to, with, or for your participants/clients. Activities are for the Fiscal Year for which funding is being requested.</i></p> <p><i><b>Outputs</b> are the direct products of program activities. For example: number of classes taught, number of counseling hours provided. Each output will have an associated number of participants/clients served. Outputs are for the time period for which funding is being requested.</i></p>	

<p><b>Outcomes</b> are the benefits/changes to your participants that are a direct result of participating in your program such as new knowledge, increased skills, changed attitudes, modified behavior or improved condition. Program outcomes should be those that you are measuring, or intend to measure for the Fiscal Year for which funding is being requested, which will show initial, intermediate and long-term projected "outcomes". Example: 85% of the 200 children in the Pre-K program will exhibit age-appropriate physical, mental and verbal skills as determined by pre and post testing. (Outcomes should include the time frame, # of participants, and % of participants.)</p>	
<p><b>*Please check all that apply for the programs &amp; services for this request:</b></p>	<p>Health – Improving health and quality of life for all. Income – Helping people achieve financial stability so they can meet their basic needs.</p>
<p><b>*Health - Improving health and quality of life for all:</b></p>	<p>Nutrition &amp; healthy lifestyles Preventive Health Services Senior Independence Home Environments safe from violence abuse or neglect Transportation for fundamental needs Other</p>
<p><b>*If Other, please specify:</b></p>	<p>Dental, vision, hearing, prescription medication assistance, minor residential repair, wheelchair ramp.</p>
<p><b>*Income – Helping people achieve financial stability so they can meet their basic needs:</b></p>	<p>Support for basic needs/food/shelter/safety Improving employability Money management and financial responsibility Financial stability and self-sufficiency Resources for Emergencies/Disaster Recovery Other</p>
<p><b>*If Other, please specify:</b></p>	<p>Benefits counseling and assistance with financial extra help document preparation, including Medicare Part D prescription.</p>
<p><b>Programs:</b> List all of your agency programs serving Cooke County along with the service area (town/community), numbers, annual budget for that program and the percent the program/service applies to the Community Impact areas of Health, Education and/or Income Stability.</p>	
<p><b>Program #1</b></p>	
<p><b>*Program Name:</b></p>	<p>Area Agency on Aging Care Coordination</p>
<p><b>*Program Description:</b></p>	<p>The Care Coordination Program conducts an ongoing process to include comprehensive assessments of the needs of low-income, older and disabled individuals and effectively planning, arranging, coordinating and following up on services to clients in the effort to promote independence of those clients, preventing premature placement in nursing facilities.</p>
<p><b>*Service Delivery Area:</b></p>	

	Callisburg/Walnut Bend/Dexter Area Era/Rosston Area Gainesville Lake Kiowa Lindsay/Myra Area Muenster Moss Lake/Sivells Bend/Marysville Area Mountain Springs Area Oak Ridge/Woodbine Area Valley View/Pioneer Valley Area
*Number served for Callisburg/Walnut Bend/Dexter Area:	7
*Number served for Era/Rosston Area:	4
*Number Served for Gainesville:	484
*Number Served for Lake Kiowa:	11
*Number Served for Muenster:	32
*Number served for Lindsay/Myra Area:	11
*Number served for Moss Lake/Sivells Bend/Marysville Area:	0
*Number served for Mountain Springs Area:	0
*Number served for Oak Ridge/Woodbine Area:	0
*Number served for Valley View/Pioneer Valley Area:	42
*Program's Annual budget:	\$391,845
*Health Percentage:	100
*Education Percentage:	0
*Income Stability Percentage:	0
*Do you have another program?	No
*Does the "number served" listed above represent an unduplicated client count?	Yes
<b>Complete the following per program/service:</b>	
* <b>Program Summary:</b> Provide a description of what the project/program is intended to accomplish, why the program exists, a brief description of types of services provided. Please provide any additional information as needed (max. 500 words):	The AAA Care Coordination program located at 1100 Lawrence Street in Gainesville, Texas is designed to promote independent living for low-income, older and disabled individuals by comprehensive assessments and assistance with basic needs, financial stability (including a certified Representative Payee for Money Management for eligible clients), preventive health and healthy initiatives in the effort to keep individuals in the community and to prevent premature placement in nursing facilities. The program provides one-on-one counseling in benefits (Medicare and Medicaid), preventive health services, nutrition, dental, vision, hearing, home safety and medication assistance services.
* <b>Inputs:</b> Describe any other significant inputs that your program uses if they have not yet been mentioned in your application (max. 300 words):	AAA program provides certified, trained and knowledgeable staff, dedicated to assisting Cooke County low-income, older and disabled residents in the effort to improve their quality of

	<p>life while providing needed services to remain living independently. Partnering with other agencies, home hospices and area businesses, our staff connects clients with those community services most needed to promote independent living in addition to services provided by the Care Coordination program. Certified Staff provides education and counseling on the correlation between overall health and nutrition and dental hygiene, as well as other available services through the Area Agency on Aging that may meet the identified needs of the client. Other accessible client services through TCOG's AAA includes Money Management, language lines to enhance communication among all ethnic populations, provides Alzheimer's caregivers (and all caregivers) needing support, housing options, benefits counseling (Medicare, Medicaid, Disability) as well as document preparation and assistance with the annual open enrollment for Medicare Part D. Free printed booklets and materials are distributed to clients covering a wide variety of subjects pertinent to independent living, health and improved quality of life.</p>
<p><b>*Expenditure of Allocation:</b> Please indicate the amount of your request for this program and explain as specifically as possible how you plan to expend it (scholarships, staff, supplies, general operations, etc.) (max. 300 words):</p>	<p>The amount of \$40,000 requested will be expended by AAA staff through the Gainesville office for direct services to low-income, older and disabled Cooke County residents through the AAA Care Coordination program to purchase dental, vision, hearing, medications, ramps and services to assist clients in living independently.</p>
<p><b>*Outcomes:</b> Describe all anticipated Program Outcomes and how they will be measured (max. 300 words):</p>	<p>Low-income, older and disabled clients in Cooke County assisted by the AAA Care Coordination program will increase their knowledge and skills regarding Medicare, Medicaid and Disability benefits, as well as increasing their knowledge and understanding of healthy initiatives, thereby improving their quality of life and personal health. The Surgeon General reports that at least 80% of American adults have gum disease. People with gum disease are then twice as likely to die from heart disease and three times as likely to die from stroke; 93% of people with gum disease are at risk for diabetes. With one-on-one counseling and education by AAA case managers on nutrition and dental hygiene, in addition to financially assisted visits to health care providers, a positive impact will be made on the health of clients. Clients who have not been able to afford needed services will receive dental services, eye exams and eyeglasses, hearing aids and occasionally emergency medications to better manage recovery from illnesses or surgeries, preventing hospital</p>

	<p>emergency admissions. Allocation of funding for dental, vision, hearing and prescription medications will increase the number of healthy Cooke County residents, resulting in a healthier community and individual quality of life.</p>
<p><b>*Maximizing Community Resources:</b> What are the community assets/resources that your program is leveraging if applicable? Examples could be participation in collaborations and partnerships, with United Way agencies, other nonprofits, businesses, schools, government entities. Describe how these collaborations work together to assist in the success of the program (<i>max. 300 words</i>):</p>	<p>TCOG's AAA has strong, established partnerships and collaborations with businesses, schools, home hospices, hospitals, home health agencies and other nonprofits that will be beneficial in providing needed resources to Cooke County residents in identifying and meeting their needs. Partnerships have already been established and maintained with Cooke County vendors such as dentists, optometrists, audiologist and pharmacies in providing direct services to clients while promoting healthy initiatives. Marketing and outreach to the senior center and other senior locations in Cooke county have fostered and nurtured needed relationships with those who have the same objective to care for our older, disabled and low-income populations. We continue to advocate for improved funding for community services within Cooke County, as well as building rapport and maintaining strong working relationships with area healthcare providers and building trust while providing direct and needed services to the residents.</p>
<p><b>Unduplicated Client Count for this Project/Program</b></p>	
<p><b>Actual Previous FY:</b></p>	
<p><b>Gender:</b></p>	
<p>*Male (count):</p>	192
<p>*Female (count):</p>	399
<p>*Unspecified (count):</p>	0
<p>*Do not track (count):</p>	0
<p><b>*TOTAL:</b></p>	591
<p><b>Ethnicity:</b></p>	
<p>*Black, non-Hispanic (count):</p>	31
<p>*White, non-Hispanic (count):</p>	473
<p>*Hispanic (count):</p>	14
<p>*Asian/Pacific Islander (count):</p>	2
<p>*American Indian (count):</p>	1
<p>*Other (count):</p>	0
<p>*Unknown (count):</p>	0
<p>*Do not track (count):</p>	0

<b>*TOTAL:</b>	521
<b>Age:</b>	
*0-5 (count):	0
*6-18 (count):	0
*19-35 (count):	2
*36-54 (count):	25
*55+ (count):	564
*Unknown (count):	0
*Do not track (count):	0
<b>*TOTAL:</b>	591
<b>Income Status:</b>	
*Low-Income (count):	334
*Not Low-Income (count):	256
*Unknown (count):	1
*Do not track (count):	0
<b>*TOTAL:</b>	591
*How does your agency define low-income?	A client is considered low-income if income received is no more than 125% above the poverty line.

**Applicant Upload**

<b>New Applicants</b>	
*Are you a new Applicant?	No
*Are you a Current Partner Agency?	Yes
<b>Current Partner Agencies</b>	
Upload list of Board of Directors & Advisory Council (if applicable):	<a href="#">TRF Board Members 2018.pdf</a>
*Upload budget for current fiscal year and past year:	<a href="#">FY18 FY19 AAA Budgets.pdf</a>
*Upload IRS 990 (990 and audit period must reflect the same fiscal year and must be within the past 12 months):	<a href="#">TRF 990 2017.pdf</a>
*Upload Audit or Financial Review:	<a href="#">FYE2018 TCOG Audit.pdf</a>
*Upload Signed USA Patriot Act form:	<a href="#">USA Patriot Act 2018.pdf</a>
Upload Bylaws, if updated in the past 24 months:	

**Financial Information**

<b>Financial Information</b>	

*What are the dates of your fiscal year? (Start Date)	10/01/2018
*What are the dates of your fiscal year? (End Date)	9/30/2019
*What percent of your agency's annual budget does this request represent?	5%
Please <u>download</u> the attached <b>Budget Detail Form</b> and upload it back once filled:	
*Please upload your filled Budget Detail Form:	<a href="#">UWCooke County Budget Details 2019.pdf</a>
*Please indicate any significant changes in your organization's operations or service delivery during the past year:	Executive Director change: New ED began on September 10, 2018. Service delivery remains the same.
*Do you anticipate any significant changes in your organization's operations or service delivery in this year?	No

**Agency Agreement**

*Upload completed Agency Agreement	<a href="#">TRF UW Agreement 2019.pdf</a>
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Document Title	Question	Date Uploaded
<a href="#">TRF UW Agreement 2019.pdf</a>	AAUploadAgencyAgreement	1/02/2019 5:25 PM
<a href="#">2018 Annual Report.pdf</a>	ASPlease attach	12/14/2018 10:00 AM
<a href="#">FY18 FY19 AAA Budgets.pdf</a>	AUUpload budget1	1/03/2019 1:50 PM
<a href="#">FYE2018 TCOG Audit.pdf</a>	AUUpload Financial Review	12/14/2018 10:23 AM
<a href="#">USA Patriot Act 2018.pdf</a>	AUUpload Patriot Act form	12/18/2018 9:38 AM
<a href="#">TRF Board Members 2018.pdf</a>	AUUploadBoard	12/14/2018 10:32 AM
<a href="#">TRF 990 2017.pdf</a>	AUUploadIRS1	12/14/2018 10:23 AM
<a href="#">UWCooke County Budget Details 2019.pdf</a>	FIPlease upload your Budget Detail Form	1/03/2019 11:43 AM



**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director *EMB*  
**FROM:** Judy Conner, MS, CPG, AAA Director *JC*  
**DATE:** January 8, 2019  
**RE:** Byrd Fielder Livengood Charitable Trust Foundation Grant Proposal 2019

### **RECOMMENDATION**

Authorize submission and, if awarded, the acceptance of the Byrd Fielder Livengood Charitable Trust Foundation 2019 Grant Proposal.

### **BACKGROUND**

TCOG's Area Agency on Aging (AAA) Department is responsible for the development and coordination of a comprehensive system of services for citizens age 60 and over and for citizens with a disability residing in Cooke, Fannin and Grayson Counties. The population in Texoma has a higher per capita elderly population (approximately 22%) than the State of Texas (approximately 19%). (Census 2010) Services are coordinated for Texoma's vulnerable elderly population at no cost to them such as assessment of activities of daily living and available assistance, Medicare/Medicaid benefits counseling (including Open Enrollment for Part D), minor residential repair, nutritious home delivered meals and education on a variety of topics for clients to make better informed decisions for healthy and independent living. The overall goal is to promote lifelong independence by providing alternatives in long-term care options through a wide variety of services. AAA programs are funded partially by federal, state and/or local contributions from individuals, businesses and foundations.

### **DISCUSSION**

The Care Coordination staff of the AAA office work with Grayson County's low-income and vulnerable senior population in completing needs assessments on each client to provide counseling and direct services for benefits and care coordination in the effort to promote independence, better health and quality of life for our Texoma residents.

The Surgeon General reports that at least 80% of American adults have gum disease. Older people who have gum disease increase their risk of head and neck cancer as well as being twice as likely to die from heart disease with bacteria in the mouth causing more instances of high blood pressure and risk of stroke. (American Academy of Oral Systemic Health)

If received, the \$100,000 requested will be used for direct services to Sherman, Denison and Pottsboro residents (areas stipulated by the Trust guidelines) age 60 and over and disabled to provide the following: dental, vision and hearing services as outlined in the guidelines.

### **BUDGET**

The funding of \$100,000 will be used to supplement the AAA budget for portions of Grayson County (Sherman, Denison and Pottsboro as outlined in the Trust) in providing direct services for the elderly and disabled populations who are age 60 and over.

TEXOMA REGIONAL FOUNDATION  
1117 GALLAGHER DRIVE  
SHERMAN, TX 75090  
(903)813-3523

September 14, 2018

Mr. Melvin R. Camp, Jr., JD  
Bank of Texas Trust Division  
307 W. Washington Street  
Sherman, TX 75090

Dear Mr. Camp and Members of the Board of Trustees  
of the Byrd Fielder Livengood Charitable Trust,

The Texoma Regional Foundation is a 501 (c) (3) organization with a mission to improve the quality of life for the citizens of the Texoma region (Cooke, Fannin, Grayson counties). As such, we support organizations such as the Texoma Council of Governments (TCOG).

TCOG's Area Agency on Aging (AAA) is submitting the attached grant application for \$100,000 and if awarded, will provide through the Care Coordination program direct healthy initiative services to Texoma's low-income, older population. AAA's objective is to assist this vulnerable and at-risk population to remain living healthy, independent lives in the community, preventing premature placement in nursing homes due to chronic and debilitating conditions as well as, preventing the extremely high cost of long-term facility care.

The population in Texoma has a higher per capita elderly population (approximately 22%) than the State of Texas (approximately 19%). (*Census 2010*) Services are coordinated for Texoma's older population at no cost to them such as assistance with activities of daily living, emergency transportation, minor home repair/modifications, homemaker services, emergency response systems, nutritious home delivered meals and education on a variety of topics to make better informed decisions for healthy living.

Funds awarded in the past from the Byrd Fielder Livengood Charitable Trust has allowed us to provide services to the older population of Grayson County (Sherman, Denison and Pottsboro) that we would not have been able to provide otherwise. This grant funding will allow AAA to assist Texoma's low-income older population with direct services in the actual care of their health.

Respectfully,



Dr. Randy McBroom  
Executive Director  
Texoma Regional Foundation  
(903)813-3523

TEXOMA REGIONAL FOUNDATION  
1117 GALLAGHER DRIVE, SHERMAN, TX 75090

**The Byrd Fielder Livengood Charitable Trust  
Cash Grants Program**

BOKF, NA dba Bank of Texas, Trustee  
P. O. Box 1088, Sherman, TX 75091-1088  
(903) 813-5100 Fax: (903) 813-5121  
E-Mail Address mcamp@bokf.com

Instructions: Please **fully complete** this form (**Original and 5 copies**) and submit along with supporting documentation to include the Project Budget, IRS Information, Board Member list, and a narrative letter setting forth the information listed in the Grant Guidelines. You will be notified as to the status of your request.

Organization Name: Texoma Regional Foundation

1117 Gallagher Drive

Aka: Texoma Council of Governments' Area Agency on Aging of Texoma

Request Date: <u>September 15, 2018</u>	Street Address: <u>1117 Gallagher Drive</u>
Tax ID: <u>46-3122778</u>	Suite/Floor: <u>Suite 350</u>
501c(3): <u>See Attached</u>	City/State/Zip: <u>Sherman, TX 75090</u>
Contact Name: <u>Randy McBroom, PhD</u>	Phone: <u>903-813-3523</u>
Title: <u>TRF Executive Director</u>	Fax: <u>903-813-3515</u>
Project Title: <u>Healthy Initiatives</u>	E-Mail: <u>rncbroom@tcog.com</u>

Describe Project: Direct services for dental, vision and hearing assistance to Sherman, Denison and Pottsboro's low-income, older population. These services are not provided through Medicare insurance and high costs prevents this population from purchasing needed services to prevent disease/chronic illnesses.

Amount Requested: <u>\$100,000</u>	Project Term: <u>2019 - 2020</u>
Total Project Budget: <u>\$100,000</u>	United Way Agency: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

List any previous grants from the Livengood Foundation received in the last five years (use back if needed):

<u>2013</u>	<u>\$100,000</u>
<u>2014</u>	<u>\$45,000 (originally for benefits premiums-see 2017)</u>
<u>2015</u>	<u>\$50,000 (medication assistance)</u>
<u>2016</u>	<u>\$75,000</u>
<u>2017</u>	<u>Approval for remaining balance from \$45,000 grant in 2014 to be used for dental, vision and hearing</u>

## **NARRATIVE**

### **ORGANIZATION**

The Texoma Regional Foundation is a charitable 501 (c) (3) organization of the Texoma region, advocating through a variety of programs of the Texoma Council of Governments' (TCOG) Area Agency on Aging (AAA) to form collaborative partnerships working together to expand and enhance projects to improve the quality of life for Texoma residents. Texas has the third largest share of the U.S. elderly population. The objective of TCOG's AAA is to serve as the community catalyst to enhance awareness of the needs of our older population, and to promote the development and coordination of a comprehensive system of services and programs to ensure the prolonged well-being, independence and dignity of our older population in the Texoma area.

AAA's Care Coordination Program is a coordinated, community-based home care program administered by qualified case managers to assist elderly citizens in the Texoma area so they can maintain their dignity and personal independence. AAA's goal is to provide coordination of services at no cost for the older population to connect them to resources and benefits, increasing their quality of life and to assist them to continue to live independently for as long as possible, preventing premature nursing home placement. AAA case managers provide comprehensive assessments to identify all needs for low-income, older and disabled individuals with services such as home delivered meals, benefits counseling (Medicare, Medicaid and other insurance issues), assistive devices, assistance with service application preparation and healthy initiatives – dental, vision, hearing aids and emergency prescription medications. The Care Coordination case managers provided almost 1,500 hours of direct service to Texoma's older population in 2017.

### **PROJECT**

#### **Healthy Initiatives Project**

The Healthy Initiatives services will provide assistance with dental, vision needs, hearing aids and other assistive devices which remain our most critical need in the older population we serve. The majority of our clients live on fixed incomes with little or no family support network. Because of financial stress, the client usually purchases the cheapest foods and/or snacks and are not able to purchase nutritious foods which can cause health issues.

The Surgeon General reports that at least 80% of American adults have gum disease. Older people who have gum disease increase their risk of head and neck cancer as well as being twice as likely to die from heart disease with bacteria in the mouth causing more instances of high blood pressure and risk of stroke (*American Academy of Oral Systemic Health*).

#### **Purpose**

Many of Texoma's older population are fragile and have one or more chronic conditions that limit functionality. AAA's Care Coordination Case Managers complete a comprehensive assessment of all dental, vision and hearing needs on each client, however, an assessment of all needs is also completed at the same time and connections made with local and state resources to assist the older resident with the help they need to remain living independently in the community. Connections to resources in this way help in preventing premature placement in nursing home facilities which becomes a burden on the Medicaid system.

**Impact**

Approximately 65 low-income, older clients were assisted in 2017 with healthy initiatives (dental, vision and hearing) who were assessed for eligibility to receive other AAA services such as, minor residential repair and Medicare Extra Help programs in which the Medicare insurance premium cost is reduced or no longer taken out of the client’s monthly income from Social Security, resulting in a little higher disposable income per month for that person.

**Timetable**

The proposed Healthy Initiatives Project has an approximate time period of 2019 – 2020.

**Evaluation & Compliance**

TCOG’s AAA programs are evaluated by State auditors from Health and Human Services. We maintain a confidential State database and record for each client. The Department Director and Financial Manager of TCOG’s AAA review each program to ensure policies and procedures meet the State guidelines for each service. An Area Plan describing what services the AAA will provide and the plans of action for each one must be submitted and on file with the State. State restrictions on these funds do not allow for us to serve clients under the age of 60 unless specified. Accountability reports and State database reflects each hour and the total amount of funds expended for each client who receives services from our agency.

**PROJECT BUDGET**

*Healthy Initiatives Project Budget: 2019 – 2020*

<b>Direct Services Healthy Initiatives</b>	<b>\$ 95,000</b>
<b>Administrative Cost (under age 60)</b>	<b>5,000</b>
<b>Total Budget</b>	<b>\$100,000</b>

The ‘cap’ for financial assistance for each client in the past has been set at **\$1,400**. AAA is asking the members of the Livengood Charitable Trust to increase that amount to **\$2,000 per client** because of the rising costs of dental services. The previous amount of \$1,400 has not always paid for all dental and hearing services the client required. Some clients are able to make payment arrangements to pay off the remaining balance; however, many clients cannot take this action since their monthly income could be \$1,000 or less for all living expenses. The cap remains sufficient for the vision needs.

Since federal funding only allows the Case Managers to coordinate services for those clients age 60 and over, AAA is also asking the members of the Trust to **consider allocating \$5,000** of the total grant amount to be available for administrative costs. *This allocation would be used only on clients age 55-59* and who are referred by the members of the Livengood Charitable Trust to pay the salary for the case manager’s work time to coordinate services for a client out of the federal funding guidelines. If the \$5,000 is only partially used for clients under the age of 60, the remaining portion of that allocation will be placed back into the grant amount to be expended for direct services to eligible clients. Federal funding allocations pay for the case manager’s work time for all coordination of services for all clients age 60 and over which make up the majority of clients the Care Coordination program serves.

## **OTHER FUNDING SOURCES**

TCOG's AAA actively pursues local funding from different sources in an effort to identify and meet gaps in service for the low-income, older population in Texoma which are not currently addressed by any other funding. AAA serves residents of Grayson, Fannin and Cooke Counties who are age 60 and over and/or their caregiver, with special emphasis on low-income, frail and minority older persons. AAA is partially funded by federal grants; however, these funds carry strict State guidelines and accountability measures.

Although AAA receives other funding, there are little to no funds available to assist with dental, vision and hearing issues in our elderly population in Grayson County.

### **Meals**

The Health and Human Services authorizes TCOG's Area Agency on Aging to contract with the Tri-County Senior Nutrition program to provide meals for those age 60 and older in the Texoma area (Grayson, Fannin and Cooke Counties). Over 56,000 nutritious meals were delivered to the homes of our older, homebound population (State Eligibility Criteria) and more than 35,000 congregate meals were served in senior centers in our tri-county area in 2017.

### **Residential Repair**

AAA's goal of assisting Texoma's older population to remain living independently includes funding for minor residential repairs and modifications. The State occasionally provides some funding for ramps, plumbing, wiring, repairing unstable floors, porches and steps. More than \$41,000 was expended in 2017 to make homes safe for low-income, disabled and older people.

### **EBI Programs**

The case managers are both certified coaches in *A Matter of Balance*, an evidence-based program approved by the State (limited funding). These classes are offered free to our older population and teaches them how to reduce the risk of falls. Since studies show that most falls happen in the home, safety in the home is emphasized in this class, as well as strengthening muscles needed for daily activities. This program provides another way to serve our older population in remaining independent in the community and preventing nursing home placement due to falls and broken hips.

## **AMOUNT REQUESTED**

**Total Amount Requested: \$100,000**

## **SUMMARY**

TCOG's AAA asks the members of the Livengood Charitable Trust Foundation to partner with us in view that AAA's goal appears to be directly in line with the purpose of the Trust – that is to serve the low-income, older population of Texoma in direct services in healthy initiatives, assisting them in remaining healthy, independent community residents for the year 2019 - 2020.

**TO:** TCOG Governing Board  
**THRU:** Judy Fullylove, Energy Services Director - *JF*  
**FROM:** Evan Brown, Weatherization Program Manager- *EB*  
**DATE:** January 7, 2019  
**RE:** FY 2019 Low-Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance Program (WAP) Contract

### **RECOMMENDATION**

Approve the TDHCA LIHEAP Weatherization Assistance Program contract.

### **BACKGROUND**

TDHCA LIHEAP WAP 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 Weatherization Assistance Program serves the following 19 counties: Bowie, Camp, Cass, Collin, Cooke, Delta, Denton, Fannin, Franklin, Grayson, Hopkins, Hunt, Lamar, Marion, Morris, Rains, Red River, Rockwall and Titus.

### **DISCUSSION**

Funds will provide weatherization applications to the homes of eligible clients in the nineteen (19) county Service Area and may be combined with other funds to provide maximum weatherization benefits. Contract period is January 1, 2019 from December 31, 2019.

### **BUDGET**

Total budget amount is \$1,356,129 and includes funds for weatherizing homes, mandatory Training & Technical Assistance, outreach and staff support. This equates to an increase of 6.7% over last year.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NUMBER. 81190003025

FY 2019 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM  
(CFDA# 93.568)

**Awarding Federal Agency: United States Department of Health and Human Services**

**TDHCA Federal Award Number: E-19BITXLIEA**

**Award Year (Year of Award from HHS to TDHCA): 2019**

**Unique Entity Identifier Number: 879884815**

**SECTION 1. PARTIES TO THE CONTRACT**

This 2019 Low Income Home Energy Assistance Program ("LIHEAP") 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") hereinafter the "Parties".

**SECTION 2. CONTRACT TERM**

This Contract shall commence on **January 01, 2019**, and, unless earlier terminated, shall end on **December 31, 2019** ("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 sections of the U.S. Department of Energy ("DOE") implementing regulations codified in 10 CFR Parts 440 and 600 ("WAP Regulations") as indicated herein, 2 CFR Part 200 (as applicable), the Texas WAP State Plan, the Texas LIHEAP State Plan; the implementing State regulations at Title 10, Part I, Chapter 1, Chapter 2 and Subchapters A and D of Chapter 6, of the Texas Administrative Code as amended or supplemented from time to time ("State Rules"), Chapters 2105 and 2306 of the Texas Government Code ("State Act"), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. §8621 *et seq.*) ("LIHEAP Act"), and the implementing regulations codified in 45 CFR Part 96 ("LIHEAP Regulations").
- B. Subrecipient shall, in accordance with this Contract throughout its service area, develop and implement a WAP in the counties and in accordance with the terms of this Contract; the certifications attached hereto as Addendums A, B, C and D and incorporated herein for all relevant purposes; the "Budget and Performance Statement" 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 WAP" attached hereto as Exhibit B and incorporated herein for all relevant purposes; the "LIHEAP Priority List" attached hereto as Exhibit C and incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its funding under this Contract; and with all other terms, provisions, and requirements herein set forth.
- C. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of "Households" that are "Low-Income". WAP services will be provided to owner occupied units as well as rental units. Priority will be given to in no particular order (1) Households with "Elderly Persons", (2) "Persons with Disabilities", (3) Households with young children that are age five (5) or younger, (4) Households with a "High Energy Burden", and/or (5) Households with "High Energy Consumption", as said terms are defined in Section 6.2, of the State Rules. Subrecipient is allowed to perform weatherization measures as detailed in LIHEAP Priority List, Exhibit C of this Contract. If Subrecipient leverages LIHEAP with any Department of Energy weatherization funds, all federal and state DOE rules and requirements will apply including but not limited to income calculation requirements as outlined in Department of Energy - Weatherization Program Notice 18-3 or updated Income Determination Notice in accordance with the 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.
- D. Subrecipient shall refund to the Department any sum of money which has been paid to Subrecipient by the Department, which Department determines has not been strictly spent in accordance with the terms of this Contract. Subrecipient shall make such refund within fifteen (15) calendar days after the Department's request.

#### 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 the "Budget and Performance Statement" attached hereto as Exhibit A.
- B. Department's obligations under this Contract are contingent upon the actual receipt and availability by Department of adequate 2019 LIHEAP federal program funds. If sufficient funds are not available to make payments under this Contract, Department may 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.
- 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 Section 440.22 of the WAP Regulations, except that pursuant to Section 6.2(b)(28)(B) of the State Rules the dwelling unit shall be eligible for weatherization assistance if it is occupied by a family unit whose income is at or below one hundred fifty percent (150%) of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of "Poverty Income Guidelines" at 42 U.S.C. §9902(2);
  - (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 weatherization assistance program funds or charged to another LIHEAP WAP or DOE WAP contract, except as provided for in Section 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) calendar 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, including the addendums and exhibits, or any provision of federal or state law or regulation, including, but not limited to those enumerated in this Contract.
- D. 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 and LIHEAP Act.
- E. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by the Department under this Contract shall not exceed the sum of **\$1,356,129.00**.

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

- A. Subrecipient may request an advance payment of up to thirty (30) days. 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.
- B. 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.
- C. Subsection 4(A) notwithstanding the Department reserves the right to use 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 excess cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient; (3) Department identifies any deficiency in the quality of weatherization work performed by Subrecipient; (4) Subrecipient owes the Department funds; (5) Department's funding sources require the use of a modified cost reimbursement method; or (6) Subrecipient violates any terms of this Contract.
- D. 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 incurred during the Contract Term.

## SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

- A. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES. 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 state Uniform Grant Management Standards, 34 TAC §20.421 in effect on the effective date of this Contract ("UGMS") Chapter 783 of the Texas Government Code and 2 CFR Part 200. All references therein to "local government" shall be construed to mean Subrecipient.
- B. INDIRECT COSTS. Subrecipient has an approved indirect cost rate of **34.26%**, as detailed in the letter from the cognizant agency.
- C. SUBCONTRACTS. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- D. ACCESS. Department reserves the right to conduct additional audits of the 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.
- E. AUDIT CERTIFICATION FORM. 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.
- F. AUDIT. In accordance with 10 TAC §1.403(e), Subrecipients that expend \$750,000 or more in federal and/or state awards or have an outstanding loan balance associated with a federal or state resource of \$750,000 or more with continuing compliance requirements, or a combination thereof must have a Single Audit. The expenditure threshold for audit is \$750,000 of Federal Funds. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("FAC") the earlier of 30 calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f), Subrecipient is required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted to SAandACF@tdhca.state.tx.us.

## SECTION 7. DEOBLIGATION, TERMINATION AND SUSPENSION

- A. DEOBLIGATION. The Department may deobligate funds from Subrecipient in accordance with 10 TAC §6.405 and Chapter 2105 of the State Act.
- B. TERMINATION. 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.
- C. SUSPENSION. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend Subrecipient's performance under this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Subrecipient's performance.
- D. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of deobligation, 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.
- E. LIABILITY. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.
- F. GENERAL. 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 Section 440.18 of the WAP Regulations, subject to the limitations and exceptions set forth in this Section 8.
- B. To the maximum extent practicable, Subrecipient shall utilize funds provided under this Contract for the purchase of weatherization materials. Subrecipient shall weatherize eligible dwelling units using only weatherization materials which meet or exceed the standards prescribed by DOE in Appendix A to 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. 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) calendar days prior to the end of the Contract Term to use its administrative and program services funds for direct service categories.
- D. For units where Subrecipient leverages with any DOE weatherization funds, 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.
- E. Allowable expenditures under this Contract include:
- (1) the purchase and delivery of weatherization materials as defined in Section 440.18 of the WAP Regulations;
  - (2) if Subrecipient leverages LIHEAP with any DOE weatherization funds, labor costs for doors, primary windows and storm windows that will result in approved energy savings with a SIR of one or greater in accordance with Section 440.19 of the WAP Regulations;
  - (3) the cost of weatherization materials and labor for air and duct sealing, insulation, allowable base load reduction measures, heating and cooling system tune ups, repairs, modification, or replacements. 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 or lease of tools or equipment;
  - (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); and
  - (11) allowable health and safety measures.
- F. 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.
- G. 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" as Exhibit A. Allowable administrative costs may include reasonable costs associated with Subrecipient's administrative personnel, travel, audit fees, 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/LIHEAP 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) calendar days prior to the end of the Contract Term before these funds can be moved.
- 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. GENERAL. Subrecipient shall comply with the record keeping requirements set forth below and at Section 440.24 of the WAP Regulations and shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the state Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §.42, Subrecipient agrees to comply with any changes to the UGMS' record keeping requirements.
- B. CLIENT FILES. For each dwelling unit weatherized with funds received from LIHEAP WAP under this Contract, Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed. Each file shall contain the following information, including the following Department forms found in the Community Affairs Division section of the Department's website at <http://www.tdhea.state.tx.us/community-affairs/wap/guidance.htm#forms>.
- (1) Signed and completed "Application for Weatherization Services" form indicating the ages of the residents, presence in the Household of children age five (5) or younger, Elderly Persons, and Persons with Disabilities. Date of said application and associated documents must be within twelve (12) months of the start date indicated on the "Building Weatherization Report" ("BWR");
  - (2) Twelve (12) month consumer billing history for utilities;
  - (3) Consumption disclosure release form (for access to consumption data for use in surveys and studies);
  - (4) Priority Rating Sheet;
  - (5) Eligibility documentation in accordance with the following:
    - a. Subrecipient must use the definition of "income" in 10 TAC §6.4.
    - b. Subrecipient must provide documentation/verification of client income for the thirty (30) days preceding their application for all Household members eighteen (18) years and older, or provide a "Declaration of Income Statement" ("DIS") form (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the user of the form, including policies requiring a client statement of efforts to obtain documentation of income with a client signature. Proof of income documentation requirements are the same for both single and multifamily housing. All proof of income must reflect earnings from within twelve (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 Section 440.22 of the WAP Regulations, except that pursuant to Section 6.2(b)(28)(B) of the State Rules the dwelling unit shall be eligible for weatherization assistance if it is occupied by a family unit whose income is at or below one hundred fifty percent (150%) of the "Poverty Income Guidelines" at 42 U.S.C. §9902(2).
  - (6) BWR form including certification of final inspection and justification for omission of priorities if applicable;
  - (7) Invoices of materials purchased or inventory removal sheets;
  - (8) Invoices of labor;
  - (9) 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.tdhea.state.tx.us/community-affairs/wap/docs/10-WAPLandlord.pdf>;
  - (10) "Notice of Denial and Appeal Rights," if applicable;
  - (11) Signed and dated "Building Assessment" form, to include existing efficiencies of all heating and cooling appliances (Manual J and Manual S);
  - (12) "Attic/Wall Inspection" form (local design allowed);
  - (13) Documentation of pre/post weatherization carbon monoxide readings for all combustible appliances;
  - (14) "Blower Door Performance Standards and Duct Blower Data Sheet" form;
  - (15) Refrigerator metering information;
  - (16) Client Education Verification;
  - (17) Signed client "Refrigerator Replacement Form" (if applicable);
  - (18) Completed, signed and dated "Priority List" form (if applicable);
  - (19) A complete copy of the approved State of Texas Energy Audit (if applicable);
  - (20) 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;
  - (21) Work Order;
  - (22) CAZ Testing;

- (23) Pre/Post-ASHRAE Printout (RED Calc); and
  - (24) Signed client receipt of "Mold-Like Substance Notification and Release Form for Texas Weatherization Programs".
  - (25) Final Inspection form that allowable measures are completed as per work order.
- C. MASTER FILES. For each multifamily project weatherized with funds received from LIHEAP 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. STANDARDS FOR MATERIALS. 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. ACCESS TO RECORDS. Subrecipient shall give U. S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office,, the Comptroller General of the United States, 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 cooperate with any examination conducted pursuant to this Subsection E.
- F. RECORD RETENTION. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in the state Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §\_42; or (ii) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.
- G. OPEN RECORDS. 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 the 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.
- H. HOUSEHOLD ASSESSMENT. Subrecipient must conduct a full Household assessment addressing all possible allowable weatherization measures.

## SECTION 10. REPORTING REQUIREMENTS

- A. FUNDING REPORT. By the 15th of each month, Subrecipient shall electronically submit to Department 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. FINAL REPORTS. Subrecipient shall electronically submit to Department no later than forty-five (45) calendar days after the end of the Contract Term a final expenditure and programmatic report utilizing the Monthly Expenditure 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. After forty-five (45) calendar days, any expenditures not reported to the Department will result in funds being reallocated to LIHEAP purposes.
- C. INVENTORY. In accordance with 10 TAC §1.407, Subrecipient shall submit to Department no later than forty-five (45) calendar 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/or 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. DATABASE. Subrecipient shall update the Previously Weatherized Units database no later than fifteen (15) days after the end of each month of the contract for units weatherized under this Contract.
- E. HOUSEHOLD DATA. By the 15th of each month, Subrecipient shall electronically upload data on Households served in the previous month into the LIHEAP Module located in the Community Affairs Contract System.

- F. OTHER REPORTS. Subrecipient shall submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to Section 440.25 of the WAP Regulations, by U. S. Department of Health and Human Services (HHS), or by the Department.
- G. DEFAULT. If Subrecipient fails to submit, within forty-five (45) calendar days of its due date, , any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, withhold or suspend any and all payments otherwise due or requested by Subrecipient hereunder,. and/or initiate proceedings to terminate this Contract. If Subrecipient receives LIHEAP WAP 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.
- H. ENTITY IDENTIFIER NUMBER. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number to be used as the Unique Entity Identifier Number on all contracts and agreements. 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. CHANGES AND AMENDMENTS**

- A. AMENDMENTS AND CHANGES REQUIRED BY LAW. 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 without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Subsection A of Section 11 may be further evidenced in a written amendment.
- B. GENERAL. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract not required by a change in state or federal law or regulation shall be in writing and executed by both Parties to this Contract.
- C. FACSIMILE SIGNATURES. 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.
- D. REQUEST. 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 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 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 UGMS, 10 TAC §1.404, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract. If leveraging DOE funds, Subrecipient shall also comply with 10 CFR §600.236(b-i).
- B. Subrecipient may not use funds provided under this Contract to purchase equipment (as defined by UGMS) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000.00 or on any vehicle purchase unless Subrecipient has received the prior written approval from the Department for such purchase.
- C. Upon the termination of this Contract or non-renewal of the funds hereunder, 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 \$5,000.00 or more to itself or to any other entity receiving Department funding.

## SECTION 15. SUBCONTRACTS

- A. Subrecipient may not subcontract or subgrant 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 subcontractual 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 19 of this Contract. 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 15 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 priority list measure, every approved State of Texas Energy Audit, and every final inspection is the sole responsibility of the Subrecipient. Subrecipient 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. MANAGEMENT OF EQUIPMENT AND INVENTORY

- A. Subrecipient acknowledges that any 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, 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.
- B. Subrecipient shall develop and implement a property management system, which complies with 10 TAC Section 1.407 of the State Rules. 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 of this Contract or non-renewal of the funds hereunder, the Department may require transfer of 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 Five Thousand and No/100 Dollars (\$5,000.00) or more.
- E. In addition to the inventory of tools and equipment required under Section 10C, 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 17. BONDING AND INSURANCE REQUIREMENTS**

- A. BONDING REQUIREMENTS. If Subrecipient will enter in to a contract for weatherization activities 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 enters into a 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 weatherization activities. This bonding requirement applies as set forth in 10 TAC §1.405 and to the extent required by federal or state law.
- B. INSURANCE REQUIREMENTS. 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 18. 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 19. 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 20. LEGAL AUTHORITY**

- A. LEGAL AUTHORITY. 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. SIGNATURE AUTHORITY. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to all terms, provisions and performances herein.
- C. TERMINATION; LIABILITY. 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 20.

- D. MERGER; DEFAULT. Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails 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 21. COMPLIANCE WITH LAWS**

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the WAP Act, the WAP Regulations, the LIHEAP Regulations, any applicable Office of Management and Budget ("OMB") Circulars, the Texas DOE WAP State Plan, LIHEAP State Plan, the State Act, the State Rules, the certifications attached, and all federal, state, and local laws and regulations applicable to the performance of this Contract. Subrecipient shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Contract. No funds under this Contract shall be used for any illegal activity or activity that violates any federal, state or local laws.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 OSC §701, *et seq*).
- C. 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 of August 11, 2000 reprinted at 65 F.R. 50121, August 16, 2000 Improving Access to Services with LEP at 67 F.R. 41455. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with LEP have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.
- D. REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973 applies to all applicants and Subrecipients of financial assistance in the operation of programs or activities.
- E. PROTECTED HEALTH INFORMATION. If Subrecipient collects or receives documentation for disability, medical records or any other medical information in the course of administering the LIHEAP program, Subrecipient shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC §1.24, Chapter 181 of the Texas Health and Safety Code, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 164).
- F. PREVENTION OF TRAFFICKING. Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq*). If Subrecipient or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient's rights to any funds shall be terminated.

## **SECTION 22. 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 23. 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. §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 24. 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 24, 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 this Contract or deobligation of funds.

### **SECTION 25. POLITICAL ACTIVITY AND LEGISLATIVE INFLUENCE 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 state official or employee 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.
- 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.
- C. None of the funds provided under this Contract shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the Development Owner and each of its tiers have certified by their execution of the "Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements" attached hereto as Addendum A and incorporated herein for all relevant purposes.

## **SECTION 26. NON-DISCRIMINATION, EQUAL ACCESS AND EQUAL OPPORTUNITY**

- A. NON-DISCRIMINATION. 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. EQUAL OPPORTUNITY. 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. REASONABLE ACCOMODATIONS. Subrecipients shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipients are also required to provide reasonable accommodations for persons with disabilities.
- D. ACCESSIBILITY. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. § 155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36.
- E. SUBCONTRACTS. Subrecipient will include the substance of this Section 26 in all subcontracts.

## **SECTION 27. 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 28. TRAINING AND TECHNICAL ASSISTANCE FUNDS**

- A. Training and technical assistance funds shall be used for State sponsored LIHEAP training, federal sponsored LIHEAP training, and other relevant workshops and conferences provided the agenda includes topics directly related to administering WAP. For training and technical assistance other than State or LIHEAP sponsored, Subrecipient must receive prior written approval from the Department.
- B. Travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code ``Travel and Subsistence Expenses; Mileage Allowances), or in the absence of such a policy, the State of Texas travel policies under Section 1.408 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 29. 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 30. DEBARRED AND SUSPENDED PARTIES**

By signing this Contract, Subrecipient certifies that none of its principal employees, board members, agents, or contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency 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 except that Subrecipient must verify at the start of a new contract or with the award of additional funding. 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 30, in all its subcontracts.

### **SECTION 31. 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 32. 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- LIHEAP Priority List

### **SECTION 33. SEVERABILITY**

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

### **SECTION 34. 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.tdhea.state.tx.us/community-affairs/wap/docs/WAP-BP-HistoricPresFlowchart.pdf>.

### **SECTION 35. 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 36. FAITH BASED AND SECTARIAN ACTIVITY**

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. If Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance from Department, and participation must be voluntary for beneficiaries of the programs or services funded with such assistance. Subrecipient shall comply with the regulations promulgated by the U. S. Department of Health and Human Services ("HHS") at 45 CFR §87.2.

### **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, according to Section 6.8 of the 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 Persons and Persons with Disabilities who cannot independently travel to the application site 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**

An equitable adjustment will be made for delay or failure to perform hereunder if:

A. Any of the following events occurs:

- (1) Catastrophic weather conditions or other extraordinary elements of nature or acts of God;
- (2) Acts of war (declared or undeclared);
- (3) Acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; or
- (4) 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. ALTERNATIVE DISPUTE RESOLUTION**

In accordance with Section 2306.082 of the State Act, it is the Department's policy to encourage the use of appropriate alternative dispute resolution procedures ("ADR") under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the Department and the use of negotiated rulemaking procedures for the adoption of Department rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Department's ex parte communications policy, Department encourages informal communications between Department staff and the Subrecipient, to exchange information and informally resolve disputes. Department also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Subrecipient would like to engage Department in an ADR procedure, the Subrecipient may send a proposal to Department's Dispute Resolution Coordinator. For additional information on Department's ADR policy, see Department's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

### **SECTION 41. 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 42. 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 43. 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 44. ASSIGNMENT**

This Contract is made by Department to Subrecipient only. Accordingly, it is not assignable without the written consent and agreement of Department, which consent may be withheld in Department's sole discretion.

#### **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, Director of Community Affairs  
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: Eric Bridges, Executive Director  
Telephone: (903) 813-3512 Fax: (903) 813-3511 Email: ebridges@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 shall be construed under and in accordance with the laws of the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

#### **SECTION 47. COPYRIGHT**

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. If copyrighted materials are developed in the under this Contract, the 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 48. LIMITATION ON ABORTION FUNDING**

Pursuant to Section 6.25 of Article IX of SB 1, 85th Legislature, Regular Session (2017) (“General Appropriations Act”), to the extent allowed by federal and state law, money appropriated by the General Appropriations Act for state fiscal year 2018 and 2019 may not be distributed to any individual or entity that, during the period for which funds under this General Appropriations Act are appropriated:

- A. Performs an abortion procedure that is not reimbursable under the State’s Medicaid program;
- B. Is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program; or
- C. Is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program. This limitation on funding does not apply to a hospital licensed under Chapter 241 of the Health & Safety Code, a State hospital, a State-owned teaching hospital, a teaching hospital, a residency program accredited for medical education, or an office exempt under Section 254.004(2) of the Health and Safety Code.

By execution of this Contract the Subrecipient hereby certifies that, as a condition of receipt of any appropriated funds, it is eligible to receive funds appropriated under the General Appropriations Act, and that it will not utilize appropriated funds in any way contrary to this Section 48 during the Contract Term.

EXECUTED to be effective on **January 01, 2019**

**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:

**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 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 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. 81190003025

FY 2019 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM

(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):

Texoma Council of Governments  
1117 Gallagher Dr  
Sherman, TX 750903108

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. 81190003025**

**FY 2019 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM**

**(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 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. 81190003025**

**FY 2019 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM**

**(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.
- (e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:

- (1) Is in connection with this award;
- (2) Reached its final disposition during the most recent five year period; and
- (3) Is one of the following:
  - i. A criminal proceeding that resulted in a conviction, as defined below;
  - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damage
  - iv. Any other criminal, civil, or administrative proceeding if:
    - 1. It could have led to an outcome described in this section (e) paragraph (3) items (i) - (iii) of this award term and condition;
    - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- (4) For purposes of section (e) of this certification the following definitions apply:
  - i. An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
  - ii. A "conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

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]*

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. 81190003025**  
**FY 2019 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM**  
**(CFDA# 93.568)**

**EXHIBIT A**

**BUDGET AND PERFORMANCE STATEMENT**

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

**DEPARTMENT FINANCIAL OBLIGATIONS**

<u>\$ 1,354,129.00</u>	LIHEAP FUNDS CURRENTLY AVAILABLE
<u>\$ 2,000.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 1,354,129.00</u>	TOTAL ANTICIPATED LIHEAP FUNDS
<u>\$ 2,000.00</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**

1

CATEGORIES	FUNDS
<sup>2</sup> Administration	\$ 97,777.00
<sup>3</sup> Materials / Program Support / Labor	\$ 1,067,899.00
<sup>4</sup> Health and Safety	\$ 188,453.00
<b>SUB-TOTAL</b>	<b>\$ 1,354,129.00</b>
<sup>5</sup> Training and Technical Assistance	\$ 2,000.00
<b>TOTAL</b>	<b>\$ 1,356,129.00</b>

**FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:**

- <sup>1</sup> Denotes that the Subrecipient must request in writing any adjustment needed to a budget category before the Department will make any adjustments to the budget categories. The only categories that can be reduced are the Administrative, Training and Technical Assistance and/or the Health and Safety categories. Subrecipient is limited to two (2) requested budget revisions during the current Contract Term. **Only those written request(s) from the Subrecipient received at least forty-five (45) days before the end of the Contract Term will be reviewed. The Department may decline to review written requests received during the final 45 calendar days of the Contract Term.**
- <sup>2</sup> Denotes maximum for Administrative based on 7.21% of total allowable expenditures.
- <sup>3</sup> Expenses incurred under Roof Repair will come out of your Materials / Program Support / Labor budget.
- <sup>4</sup> Denotes the maximum allowed for Health and Safety expenditures.
- <sup>5</sup> Department approved training / travel only.

## PERFORMANCE

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

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

Work orders must be submitted to weatherization contractors no later than December 30, 2019 for any weatherization activities to be completed under this Contract. All weatherization activities including final inspection must be completed no later than January 31, 2020.

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 not 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 funds under this Contract during the Contract Term. WAP costs per unit (materials, labor, and program support), excluding health and safety expenses, shall not exceed **\$6,500.00** 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 NUMBER. 81190003025

FY 2019 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM

(CFDA# 93.568)

**EXHIBIT B**

**PRWORA REQUIREMENTS**

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

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), <https://www.uscis.gov/save/resources> , 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 <https://www.uscis.gov/e-verify/employers/monitoring-and-compliance> or 202-443-0104

(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 seeing access to information regarding him/her 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. §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. §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. §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 B 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. §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

Michael De Young  
Director of Community Affairs Division  
Texas Department of Housing and Community Affairs  
Community Affairs Division  
P.O. Box 13941  
Austin, TX 78711-3941  
Phone: (512) 475-2125  
Email: [michael.deyoung@tdhca.state.tx.us](mailto:michael.deyoung@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)

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

CONTRACT NUMBER. **81190003025**

FY 2019 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM  
(CFDA# 93.568)

**EXHIBIT C**

**LIHEAP PRIORITY LIST**

**For Single-Family, Mobile Homes, and Small Multi-Family Buildings**

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

An energy conservation measure (ECM) may include contributory items necessary for the proper installation of that ECM. The installed cost of all contributory items, associated with the proper installation, cannot exceed the cost of the individual ECM cost. Both the contributory and ECM costs are to be wrapped for the total ECM cost.

**Contributory items**, as defined by the Department, means items required by WAP field standards to achieve a final product in a typical installation. Contributory items must be necessary to complete the proper installation and ensure proper performance of the ECM.

**Incidental Repairs**, as defined by the Department, means those repairs necessary on items for the effective preservation of weatherized materials.

1. Health & Safety Items

- Households that have a pregnant woman - Window screens/Solar screens to help prevent exposure to the Zika Virus
- Must meet ASHRAE 62.2-2016 Standard
- Refer to H&S guidance located on the Department website at the following link:  
<http://www.tdhca.state.tx.us/community-affairs/wap/guidance.htm>
- To include cook stoves - refer to Chapter 8 of the MISM  
<http://www.tdhca.state.tx.us/community-affairs/wap/docs/WAP-MISM.pdf>

2. Infiltration Measures, Maximum Cost

- \$1000, maximum cost
- Must follow Material Installation Standards located on the Department's website at the following link:  
<http://www.tdhca.state.tx.us/community-affairs/wap/docs/WAP-MISM.pdf>
- When solely utilizing the LIHEAP Priority List, minimum CFM reduction is not required
- All cost (labor and materials) must be detailed on the Building Weatherization Report (BWR)
- Complete Blower Door Data Sheet as instructed

3. Duct Sealing or Replacement

- \$1000, maximum cost
- All return ducts to be sealed/replaced as needed regardless of location
- All supply ducts to be sealed/replaced as needed when in un-conditioned space

4. Attic Insulation

- If addressed, must follow current code
- Block all heat sources & attic hatches
- If no insulation is added but ventilation needed, install ventilation under H&S

5. Compact Florescent Lighting (CFLs) or Light-emitting Diodes (LEDs), water savers, and pipe and water heater insulation

- Install maximum of 10 CFLs/LEDs per house
- Water savers consist of kitchen, bath, and shower

6. Sidewall Insulation

- Dense pack all exterior wall cavities including above and below all windows and doors if no insulation exists

7. Smart Thermostat

- Install only after consultation/training with client

8. Refrigerator Replacement

- Meter for minimum of 30 minutes
- Pre-1993 units can be replaced without metering, as long as manufactured year is documented

- Replaced units must be de-manufactured properly, materials must be recycled and refrigerant properly disposed of to E.P.A. regulations
9. Solar Screens/Window Film
- Install in the following order:
    - West, South, East, then North side of house
  - If the windows are covered by porches, garages, or any other permanent shading structure, then solar screens/window film cannot be installed on that window
10. Floor Insulation
- If addressed, must follow current code
  - Follow OSHA accessibility standards
11. Miscellaneous Repairs
- Maximum expenditure allowed is \$500
  - Must be related to weatherization measure
  - Materials include: lumber, shingles, flashing, siding, drywall, masonry supplies, minor window and door repair, gutters, downspouts, paint, stains, and sealants
  - Regarding mobile homes, could include mobile home skirting and overhangs to protect mobile home doors
  - Could also include carpentry work to protect water heaters located outside to protect DWH from weather elements
  - Could include roof, wall, and floor repair; excluding leveling
  - Repair of "essential wiring"
    - Essential wiring defined as any wiring going directly to an appliance that is being addressed by the WX program
12. HVAC/Evaporative Cooler System Service
- Complete replacement of furnace/AC/HVAC as energy efficiency measure is a possibility
    - i. **Must meet current Energy Star rating** for complete system replacement (see guidance below for component only replacement);
    - ii. Must document accurate Manual J and Manual S in client file
    - iii. HVAC units with a SEER or downgraded SEER of 11 or less should be replaced. Documentation of the downgraded formula should be in the client file as part of the assessment;
    - iv. Central heating units with an Annual Fuel Utilization Efficiency (AFUE) or downgraded AFUE of 65% or less should be replaced with a high efficiency unit, not less than 90% AFUE. Documentation of the downgraded formula should be in the client file as part of the assessment;
    - v. Resistance central heating units, if the cooling side meets replacement criteria, may be replaced with a complete central heat pump system. Documentation of degraded cooling unit SEER and age of heating unit should be in the client file as part of the assessment;
    - vi. The replacement of AC only components of the HVAC system in cases where the existing furnace does not meet the degraded AFUE will be allowed if the following criteria is met:
      1. The components have a valid AHRI rating
      2. Components are either Energy Star Rated or documentation is present in the client file from the HVAC contractor stating the reason Energy Star rating cannot be obtained. If Energy Star ratings are not obtained the components must:
        - a. Increase the degraded SEER rating of the existing equipment by a minimum of 3 SEER.
        - b. Be the highest AHRI rated components available with a min SEER rating of 14 SEER
  - Repair of central system is potentially allowable. Justification for the repair must be documented in the client file. Repair can include, but is not limited to:
    - i. Clean and tune
    - ii. Clean Evaporative and Condensing coils
    - iii. Check/adjust gas pressure
    - iv. Clean blower wheel (squirrel cage)
    - v. Check all controls, set heat anticipator if applicable
  - Change and leave up to twelve new air filters
  - No replacement of window air-conditioners if a central system is replaced or repaired to working order
  - Replacement of window air-conditioners:
    - Maximum of three (3) window units can be replaced

- Must be Energy Star Rated and sized according to manufacturer's room sizing specifications
- Mini split replacement options for units with inefficient or oversized window units will be considered on a case by case basis with Department approval. In order to receive Department approval, subrecipients must provide the following:
  - a. Billing history information to verify the need
  - b. Window unit plate information to include age, rated efficiency, maintenance factor/condition, and BTU size.
  - c. Brief synopsis of the auditors reasoning for the mini split consideration
  - d. Unit drawing showing the coverage of each window unit
  - e. Type of heating system in the house
  - f. Cost information of the replacement system
  - g. Other information deemed necessary by the Department to justify window unit replacement with a mini split system.

13. Doors and/or Windows

- Doors or windows that are structurally unsound or unable to be repaired may be replaced.  
(Photo documentation must be kept in the client file.)

## 210 - Texas Dept Housing &amp; Community Affairs

20 - Client Services  
27018 - LIHEAP 2018  
81180002895 - Award Number

		Total Budget - Original	Current Period Actual	Project to Date Actual	Budget Balance	Percent Total Budget Remaining - Original
<b>REVENUES</b>						
4000	Federal Revenue	1,270,923.00	0.00	772,457.11	(498,465.89)	(39.22)%
<i>Total</i>		1,270,923.00	0.00	772,457.11	(498,465.89)	(39.22)%
<i>Total REVENUES</i>		1,270,923.00	0.00	772,457.11	(498,465.89)	(39.22)%
<b>EXPENSES</b>						
<u>ADMINISTRATION</u>						
400	<u>Direct Salary</u>					
5000	Salaries	42,872.00	2,471.68	16,178.81	26,693.19	62.26%
5010	Salary Longevity	0.00	2.78	19.73	(19.73)	0.00%
5260	Training & Travel	2,000.00	0.00	395.64	1,604.36	80.22%
5910	Indirect G&A	23,687.00	1,288.84	8,079.77	15,607.23	65.89%
5940	Employee Benefits	23,075.00	1,287.46	8,071.15	15,003.85	65.02%
<i>Total Direct Salary</i>		91,634.00	5,050.76	32,745.10	58,888.90	64.27%
496	<u>Health and Safety</u>					
6560	Subcontract	235,458.00	18,745.00	109,435.75	126,022.25	53.52%
<i>Total Health and Safety</i>		235,458.00	18,745.00	109,435.75	126,022.25	53.52%
540	<u>Labor</u>					
6560	Subcontract	347,342.59	29,234.04	204,379.05	142,963.54	41.16%
<i>Total Labor</i>		347,342.59	29,234.04	204,379.05	142,963.54	41.16%
641	<u>Material</u>					
6560	Subcontract	361,487.18	36,513.54	254,833.70	106,653.48	29.50%
<i>Total Material</i>		361,487.18	36,513.54	254,833.70	106,653.48	29.50%
685	<u>Program Support</u>					
5000	Salaries	98,994.00	4,923.69	55,551.50	43,442.50	43.88%
5005	Salary Overtime	500.00	0.00	0.00	500.00	100.00%
5910	Indirect G&A	51,429.73	2,564.53	28,928.66	22,501.07	43.75%
5940	Employee Benefits	52,031.59	2,561.79	28,916.13	23,115.46	44.43%
6200	Equipment	0.00	0.00	1,342.58	(1,342.58)	0.00%
6570	Supplies	14,946.38	346.39	18,448.87	(3,502.49)	(23.43)%
6614	Travel	17,099.53	179.70	11,063.94	6,035.59	35.30%
<i>Total Program Support</i>		235,001.23	10,576.10	144,251.68	90,749.55	38.62%
<i>Total ADMINISTRATION</i>		1,270,923.00	100,119.44	745,645.28	525,277.72	41.33%
NET INCOME/LOSS		0.00	(100,119.44)	26,811.83	26,811.83	0.00%



**TO:** TCOG Governing Board  
**THRU:** Judy Fullylove, Energy Services Director - *JF*  
**FROM:** Evan Brown, Weatherization Program Manager- *EB*  
**DATE:** January 7, 2019  
**RE:** Weatherization Contractor Bid

**RECOMMENDATION**

Approve bids from contractors to install weatherization measures in the nineteen (19) county Service Area for the Weatherization Assistance Program.

**BACKGROUND**

The Texas Department of Housing and Community Affairs (TDHCA) requires procurement of weatherization contractors.

**DISCUSSION**

Contractors are scored on the following criteria: material and labor bid; experience and integrity; technical resources; financial resources; certified Women- or Minority-Owned Business; and certified Historically Underutilized Business. Respondents can score a maximum of 100 points.

The procurement process yielded the following results:

Company	Points	Location	Staff Award Recommendation
DCMC Construction	87	Sherman, TX	Recommend

Bid packets were advertised on the TCOG website, and mailed or emailed, by request, to 2 construction companies in the North Texas area which resulted in a Non-Competitive or Lack of Competition bid proposal.

**BUDGET**

Funding is available through Low-Income Home Energy Assistance Program (LIHEAP) and Department of Energy (DOE) weatherization budgets.



## CONTRACTUAL AGREEMENT Standard Specifications & Conditions

This contract is entered into this 17<sup>th</sup> day of January, 2019 by Texoma Council of Governments, hereinafter referred to as TCOG, and DCMC Construction, Donnie Coffman, hereinafter referred to as "Contractor" for the purpose of installing, per work orders issued, identified energy efficient measures for a single-family and multi-family homes located in a nineteen (19) county area including: BOWIE, CAMP, CASS, COLLIN, COOKE, DELTA, DENTON, FANNIN, FRANKLIN, GRAYSON, HOPKINS, HUNT, LAMAR, MARION, MORRIS, RAINS, RED RIVER, ROCKWALL, AND TITUS counties.

At TCOG's sole option, the contract period may be extended, contingent upon Contractor's satisfactory performance and continued program funding, for up to (4) years with an annual renewal every twelve (12) months through January 17, 2024.

The following standard specifications and requirements shall be binding upon Contractor. These standard specifications and requirements are applicable for Weatherization (WAP) and/ or additional State/ Federally funded programs awarded to TCOG and Comprehensive Energy/ Assistance Program (CEAP).

1. Contractor shall furnish all materials necessary for delivery of services in the nineteen (19) county areas for programs listed above. All materials shall meet all current applicable Federal, State and local standards and specifications. Weatherization materials shall comply with the Texas Department of Housing and Community Affairs Materials Installation Standards Manual. TCOG shall not be billed for transportation or delivery costs. Materials shall be new and in good condition. TCOG shall not be charged for items which are damaged prior to or during installation or for wasted materials.
2. All weatherization materials shall be installed in accordance with the standards contained in the TDHCA Weatherization and Mechanical Field Guides. TCOG shall pay only for those materials which meet applicable standards and which are acceptably and properly installed on eligible dwelling units.
3. It is TCOG's intent to secure a quoted price (i.e. bid) for all customary materials and labor. Incidental items not included in TCOG's solicitation (i.e. nails, screws, fasteners, miscellaneous hardware, etc.) shall not be billed to TEXOMA COUNCIL OF GOVERNMENTS. Unusual or one of a kind circumstances or development of new (DOE/TDHCA approved) products or materials shall be addressed on a case-by-case or as needed basis.
4. Contractor shall furnish all labor pursuant to completion of activities in TCOG's nineteen (19) county area. The Contractor is required to attend all final inspections in order to correct any work as required by TCOG, funding source and/or Federal/State/local inspection.

**better leaders building better lives™**

Texoma Council of Governments | Eric M. Bridges, *Executive Director* | Honorable Jason Brinkley, *President, Governing Board*

5. On-site supervision must be provided. Field staff must be proficient in installing approved measures and must meet required OSHA and EPA certifications as listed on Attachment IV for each contract.
6. For Weatherization, TCOG shall conduct an initial air test (on feasible units) prior to undertaking air-sealing activities and shall conduct and record a final air exchange reading upon completion of the air sealing work. The final air exchange rate must be within the desired air exchange range (and minimum ASHRAE, DOE and TDHCA ventilation requirements must be maintained).
7. Once a job is completed, the Contractor must remove all debris from the job site and dispose of it in a proper and responsible manner. The Contractor shall take every precaution necessary to protect all existing trees, shrubbery, plants, sidewalks, buildings, vehicles, etc. in the area where work is being done, as well as the building covered by the contract, and shall rebuild, repair, restore and make good at his own expense all injury and damage to same which may result from work being carried out under this contract.
8. The total allowable materials and labor cost per measure shall be determined prior to the Contractor starting work. The total dwelling costs for weatherization may not exceed established Program maximums. Change Orders require approval prior to installation of measures or measures will be at Contractor's expense.
9. TCOG shall not be charged separately for sub-contractor's cost for job-related transportation, tools or equipment needed to perform work or for disposal of debris removed from the job site, for staff training or for fringe benefits.
10. Contractor is responsible for any job-related illness or injury to workers in his/her employment, and shall indemnify and hold harmless TCOG, TCOG staff, and TCOG clients in the event an on-the-job illness or injury occurs.
11. Contractor must submit itemized material and labor cost statements for each approved job completed and the statement shall be presented in a format required by TCOG. All work is performed on a reimbursement basis. No draws or advances shall be provided under this agreement. Only when the dwelling unit or facility repair has been completed, TCOG has received the material and labor cost statement, the unit or facility repair has passed the agency's final inspection and TCOG has received the funds from TDHCA or appropriate funding source will payment for the materials and labor be made. Payment will normally be made within 60 days of final agency acceptance. Payment will be made by check and mailed to the address provided by the Contractor only.
12. All work assigned pursuant to this contract must be completed in a timely and expeditious manner. TCOG shall provide a work schedule which shall ensure that its contractual obligations to TDHCA for Weatherization are met. Failure of the Contractor to perform in accordance with said schedule may be grounds for termination of the services agreement.

13. Contractor must correct any bonafide materials and/or workmanship deficiency identified during the agency final unit inspection. Contractor or approved designee must accompany TCOG inspector on final inspections, except when waived by TCOG. Failure to take required corrective action within a reasonable time period (normally 5 working days) may result in termination of this agreement. Measures that require more than two inspections due to the sub-contractor's failure to meet the specified work requirements shall result in each additional inspection being charged to the Contractor at the rate of \$200.00 per re-inspection. A money order or cashier's check shall be mailed to TEXOMA COUNCIL OF GOVERNMENTS-Weatherization, 1117 GALLAGHER DRIVE, SUITE 200, SHERMAN, TX 75090, for these extra charges.
14. Contractor must promptly correct any deficient performances identified by inspections performed by TEXOMA COUNCIL OF GOVERNMENTS (TCOG), Texas Department of Housing and Community Affairs (TDHCA), Department of Energy (DOE), Federal/State/Local Code Inspectors and/or complaints by the clients for a period of twelve (12) months after date of unit completion. Corrections must be made within 5 days of notification.
15. Contractor must recognize the special needs and concerns of low-income, elderly and disabled clients and must ensure that clients are at all times treated respectfully and courteously. Contractor and/or staff must conduct themselves in a professional manner at all times.
16. Contractor must retain all work and cost records for a minimum period of three (3) years after payment for the dwelling unit or facility repair has been made and all other pending matters are closed. This requirement is to assure fair settlement of disputes or complaints that may arise, as well as to fulfill federal audit requirements.
17. Contractor must conform to all current Federal, State and Local material standards, specification and code requirements; 10 CFR 440, Appendix A to Part 440 - Standards for Weatherization Materials and 2012 TDHCA Material Installation Standards.
18. The Weatherization (WAP) and Comprehensive Energy Assistance Program (CEAP) are federally funded. Any known or suspected incident of fraud or program abuse involving Contractor or the Contractor's staff will be reported to the appropriate state or federal investigative body or official.
19. Contractor is required to provide current plumbing and electrical license including Master and Journeyman along with the required OSHA and EPA certifications listed on Attachment IV of each contract.
20. The Contractor must meet the following and must provide assurances of the same;
  - a. **Equal Employment Opportunity**--Compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Dept. of Labor regulation (41 CFR part 60).

- b. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)**–The sub-contractor must comply with the Copeland "anti-kickback" Act (18 USC 874 and 40 U.S.C.276c) as supplemented in Department of Labor regulations (29 CFR, Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Any suspected or reported violations of this act shall immediately be reported to TDHCA.
- c. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**–compliance with Sections 102 and 107 of the Contract work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29CFR part 5). Under Section 102 of the act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.
- d. **Rights to Inventions Made Under a Contract or Agreement**–Contracts or agreements for the performance or experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- e. **Clean Air Act (42 U.S.C. 7401 et seq.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended–Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) (40 CFR, Part 15).
- f. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**–Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence any officer or

employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Any disclosures are forwarded from tier to tier up to the recipient.

- g. **Debarment and Suspension (E.O.s 12459 and 12689)**--No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspensions." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractor declared ineligible under statutory or regulatory authority other than E.O.s 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

I HEREBY ACKNOWLEDGE HAVING READ AND CERTIFY THAT I UNDERSTAND AND FULLY ACCEPT ALL THE CONTRACTUAL TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN AND WHICH SHALL BE INCLUDED IN ANY CONTRACT DOCUMENT EXECUTED PURSUANT TO THIS SOLICITATION.

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Company Name: DCMC Construction

*Donnie Coffman*

Contractors Printed Name

*12/20/18*

Title

*[Signature]*

Contractors Signature

*12/20/18*

Date

*Eric M. Bridges*

Eric M. Bridges, Executive Director

*12/20/18*

Date

Texoma Council of Governments



**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director *EMB*  
**FROM:** Judy Fullylove, Energy Services Director *JF*  
**DATE:** January 7, 2019  
**RE:** Texas Department of Housing and Community Affairs (TDHCA) Comprehensive Energy Assistance Program (CEAP) 2018 Contract Extension

**RECOMMENDATION**

Ratify 2018 CEAP contract extension with TDHCA.

**BACKGROUND**

The Comprehensive Energy Assistance Program (CEAP) program assists low-income households with utility payments for electric, gas, and propane bills. Priority is given to the elderly, disabled and households with children five years old and younger. The CEAP program serves seven (7) counties: Collin, Cooke, Denton, Fannin, Grayson, Hunt and Rockwall.

**DISCUSSION**

Contract extension through March 31, 2019 in order to deplete all funds.

**BUDGET**

No change in budget amount of \$2,712,889.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 58180002801**  
**FY 2018 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)**  
**(CFDA # 93.568)**

**Awarding Federal Agency: United States Department of Health and Human Services**  
**TDHCA Federal Award Number: E-18-BI-TX-LIEA**  
**Award Year (Year of Award from HHS to TDHCA): 2018**  
**Unique Entity Identifier Number: 879884815**

**SECTION 1. PARTIES TO THE CONTRACT**

This 2018 Comprehensive Energy Assistance Program (CEAP) Contract Number **58180002801** ("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 **January 01, 2018**, and, unless earlier terminated, shall end on **December 31, 2018** ("Contract Term").

**SECTION 3. SUBRECIPIENT PERFORMANCE**

- A. Subrecipient shall, 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. §8621 et seq.) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) ("LIHEAP Act"), Chapter 2105 of the Texas Government Code, Chapter 2306 of the Texas Government Code ("State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1, Chapter 2 and Subchapters A and C of Chapter 6 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 superseded, Subrecipient's "Service Delivery Plan" in accordance with Section 6.306 of Chapter 6 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 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, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Exhibit B; 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.
- B. Subrecipient shall assist "Households" that are "Low-Income" with priority being given in no particular order to "Elderly Persons", "Persons with Disabilities", Households with a young child 5 years of age or under, Households with "High Energy Burden" and Households with "High Energy Consumption", as said terms are defined in Section 6.2 of Chapter 6 of the State Rules.
- C. Subrecipient shall refund, within fifteen (15) calendar 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.

**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 6.308 of the State Rules, in the amount(s) specified in the Budget attached hereto as Exhibit A.

- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole but reasonable 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 and availability by the Department of 2018 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, State Rules, 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) calendar days following the end of the Contract Term; or
  - 5. is incurred for the purchase or permanent improvement of real property.
- E. 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.
- 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 **\$2,712,889.00**.

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

- A. Subrecipient may request an advance payment of up to thirty (30) days cash needs or an advance of \$5,000, whichever is greater. Subrecipient's request for advances shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. Subrecipient shall establish procedures to minimize the time 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 4(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 6.308 of the State Rules.

## SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT 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 state Uniform Grant Management Standards, 34 TAC §20.421 in effect on the effective date of this Contract ("UGMS"). All references therein to "local government" shall be construed to mean Subrecipient.
- B. Subrecipient has a federally approved indirect cost rate of **33.91%**.
- C. Uniform administrative requirements, cost principles and audit requirements are set forth in UGMS.
- D. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- E. Department reserves the right to conduct additional audits of the 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.
- F. 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.
- G. In accordance with 10 TAC §1.403(e), Subrecipients that expend \$750,000 or more in federal and/or state awards or have an outstanding loan balance associated with a federal or state resource of \$750,000 or more with continuing compliance requirements, or a combination thereof must have a Single Audit. The expenditure threshold for audit is \$750,000 of Federal Funds.
- H. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("FAC") the earlier of 30 calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f) Subrecipients are required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted to SAandACF@tdhca.state.tx.us.

## SECTION 7. DEOBLIGATION, TERMINATION AND SUSPENSION

- A. DEOBLIGATION. The Department may deobligate funds from Subrecipient in accordance with 10 TAC §6.304 or Chapter 2105 of the Texas Government Code.
- B. TERMINATION. Pursuant to Sections 2.202 and 2.203 of Chapter 2 of the State Rules, the 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.
- C. GENERAL. 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.
- D. SUSPENSION. Nothing in this Section 7 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.
- E. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of deobligation, 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.
- F. LIABILITY. 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 of the Contract and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section 8.
- B. CEAP funds allow up to 7.22% 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 hereto as Exhibit A. 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) calendar 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. GENERAL. Subrecipient shall comply with all the record keeping requirements set forth below and 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. Subrecipient agrees to comply with any changes to the UGMS' record keeping requirements.
- B. OPEN RECORDS. 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. ACCESS TO RECORDS. 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 cooperate with any examination conducted pursuant to this Subsection C.
- D. RECORD RETENTION. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in the state Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §\_42; (ii) the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction if the Department notifies the Subrecipient in writing; (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; or (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.
- E. CLIENT FILES. Subrecipient shall maintain a client file system to document direct services rendered. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed. 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;
  - 3. Copy of client's utility bill(s) or Department approved Alternative Billing Method;
  - 4. Energy consumption history for previous twelve (12) months (all fuel types);

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 provided by the Department;
10. Priority rating form; and
11. Case notes sufficient to document that program service activity has occurred.

#### **SECTION 10. REPORTING REQUIREMENTS**

- A. By the 15th of each month, Subrecipient shall electronically submit to Department, 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) calendar 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 that provides CEAP services in the service area.
- C. Subrecipient shall electronically submit to Department, no later than forty-five (45) calendar 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) calendar days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.
- D. By the 15th of each month, Subrecipient shall electronically upload data on Households served in the previous month into the LIHEAP Module located in the Community Affairs Contract System.
- E. 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) calendar 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.
- F. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number to be used as the Unique Entity Identifier Number on all contracts and agreements. 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 without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Subsection A of Section 12 may be further evidenced in a written amendment.

- 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 a 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 UGMS and 10 TAC §1.404, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.
- B. When the Subrecipient no longer needs equipment purchased with CSBG grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CSBG grant funds.

### **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 of the Contract.
- 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. MANAGEMENT OF EQUIPMENT AND INVENTORY**

- A. Subrecipient shall comply with 10 TAC Section 1.407 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 19. TRAVEL AND TRAINING**

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to 2 CFR Part 200 (as applicable) and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code "Travel and Subsistence Expenses; Mileage Allowances), or in the absence of such a policy, the State of Texas travel policies under Section 1.408 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 20. 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 21. 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 22. 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 22.

## **SECTION 23. 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, Chapter 2105 of the Texas Government Code, 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. Subrecipient shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Contract. No funds under this Contract shall be used for any illegal activity or activity that violates any federal, state or local laws.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and Addendum B that it is implementing the Drug-Free Workplace Act of 1988.
- C. 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 provide language assistance services, including oral and written translation, where necessary.
- D. REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973 apply to all applicants and Subrecipients of financial assistance in the operation of programs or activities.
- E. PROTECTED HEALTH INFORMATION. If Subrecipient collects or receives documentation for disability, medical records or any other medical information in the course of administering the CEAP program, Subrecipient shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC §1.24, Chapter 181 of the Texas Health and Safety Code, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 164).

## **SECTION 24. 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 25. 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. §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 26. 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 26, 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 27. 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 state official or employee 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.
- 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, the State of Texas, or the government of the United States.

## **SECTION 28. 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 must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36.
- D. Subrecipients shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipients are also required to provide reasonable accommodations for persons with disabilities.
- E. Subrecipient will include the substance of this Section 28 in all subcontracts.

## **SECTION 29. 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 30. 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 31. 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 31, in all its subcontracts.

## **SECTION 32. FAITH BASED AND SECTARIAN ACTIVITY**

Funds provided under this Contract may not be used for sectarian or explicitly 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 U. S. Department of Health and Human Services (“HHS”) at 45 CFR Part 87.

## **SECTION 33. 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 34. 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 35. 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 36. 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

#### **SECTION 37. 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 38. 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 6.8 the State Rules.

#### **SECTION 39. 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 40. 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 41. ALTERNATIVE DISPUTE RESOLUTION**

In accordance with Section 2306.082 of the Texas Government Code, it is the Department’s policy to encourage the use of appropriate alternative dispute resolution procedures (“ADR”) under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the Department and the use of negotiated rulemaking procedures for the adoption of Department rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Department’s ex parte communications policy, Department encourages informal communications between Department staff and the Subrecipient, to exchange information and informally resolve disputes. Department also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Subrecipient would like to engage Department in an ADR procedure, the Subrecipient may send a proposal to Department’s Dispute Resolution Coordinator. For additional information on Department’s ADR policy, see Department’s Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

**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.

**SECTION 47. LIMITATION ON ABORTION FUNDING**

Pursuant to Section 6.25 of Article IX of SB 1, 85th Legislature, Regular Session (2017) (“General Appropriations Act”), to the extent allowed by federal and state law, money appropriated by the General Appropriations Act for state fiscal year 2018 and 2019 may not be distributed to any individual or entity that, during the period for which funds under this General Appropriations Act are appropriated:

- A. Performs an abortion procedure that is not reimbursable under the State’s Medicaid program;
- B. Is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program; or
- C. Is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program. This limitation on funding does not apply to a hospital licensed under Chapter 241 of the Health & Safety Code, a State hospital, a State-owned teaching hospital, a teaching hospital, a residency program accredited for medical education, or an office exempt under Section 254.004(2) of the Health and Safety Code.

By execution of this Contract, the Subrecipient hereby certifies that, as a condition of receipt of any appropriated funds, it is eligible to receive funds appropriated under the General Appropriations Act, and that it will not utilize appropriated funds in any way contrary to this Section 47 during the Contract Term.

EXECUTED to be effective on **January 01, 2018**

**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 58180002801**  
**FY 2018 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 58180002801**  
**FY 2018 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):

Texoma Council of Governments  
1117 Gallagher Dr  
Sherman, TX 75093108

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 58180002801**  
**FY 2018 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 58180002801**  
**FY 2018 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 58180002801**  
**FY 2018 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**

<b>\$ 2,712,889.00</b>	CEAP FUNDS CURRENTLY AVAILABLE
<b>\$ 1,200.00</b>	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

**BUDGET FOR AVAILABLE ALLOCATIONS**

BUDGET CATEGORY	FUNDS	%
Administration	\$ 195,786.00	-
Direct Services	\$ 2,515,903.00	-
<b>TOTAL CEAP BUDGET</b>	<b>\$ 2,711,689.00</b>	<b>-</b>

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 1,090,770.00	43.36
Utility Assistance	\$ 1,090,770.00	43.36
Program Services	\$ 334,363.00	13.29
<b>TOTAL DIRECT SERVICES</b>	<b>\$ 2,515,903.00</b>	<b>100.00</b>

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

**COLLIN, COOKE, DENTON, FANNIN, GRAYSON, HUNT, ROCKWALL**

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 7.22% 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 13.29%. 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.

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 calendar 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 58180002801**  
**FY 2018 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)**  
**(CFDA # 93.568)**

**EXHIBIT B**  
**PRWORA REQUIREMENTS**

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

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), <https://www.uscis.gov/save/resources> 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 <https://www.uscis.gov/e-verify/employers/monitoring-and-compliance> or 202-443-0104

(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 seeing 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. §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. §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. §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. §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

Michael De Young  
Director of Community Affairs Division  
Texas Department of Housing and Community Affairs  
Community Affairs Division  
P.O. Box 13941  
Austin, TX 78711-3941  
Phone: (512) 475-2125  
Email: [michael.deyoung@tdhca.state.tx.us](mailto:michael.deyoung@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  
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**210 - Texas Dept Housing & Community Affairs**

20 - Client Services

22018 - CEAP 2018 - 1/1/2018 - 12/31/2018

58180002801 - Award Number

		<b>Total Budget -</b>	<b>Current Period</b>	<b>Project to Date</b>		<b>Percent Total Budget</b>
		<b>Original</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget Balance</b>	<b>Remaining - Original</b>
<b>REVENUES</b>						
4000	Federal Revenue	2,712,889.00	0.00	2,562,994.08	(149,894.92)	(5.53)%
<i>Total</i>		2,712,889.00	0.00	2,562,994.08	(149,894.92)	(5.53)%
<i>Total REVENUES</i>		2,712,889.00	0.00	2,562,994.08	(149,894.92)	(5.53)%
<b>EXPENSES</b>						
<b>ADMINISTRATION</b>						
220	<u>Admin</u>					
5000	Salaries	28,296.77	1,356.09	21,754.59	6,542.18	23.12%
5010	Salary Longevity	0.00	11.73	187.10	(187.10)	0.00%
5910	Indirect G&A	93,087.09	7,462.87	76,196.22	16,890.87	18.15%
5940	Employee Benefits	14,722.81	711.68	11,429.71	3,293.10	22.37%
6570	Supplies	59,679.33	2,428.50	42,048.46	17,630.87	29.54%
6614	Travel	1,200.00	0.00	3,428.28	(2,228.28)	(185.69)%
<i>Total Admin</i>		196,986.00	11,970.87	155,044.36	41,941.64	21.29%
685	<u>Program Support</u>					
5000	Salaries	150,423.08	12,956.77	124,141.06	26,282.02	17.47%
5010	Salary Longevity	0.00	3.52	270.20	(270.20)	0.00%
5940	Employee Benefits	78,265.13	6,743.24	64,790.79	13,474.34	17.22%
6614	Travel	13,873.00	0.00	181.49	13,691.51	98.69%
<i>Total Program Support</i>		242,561.21	19,703.53	189,383.54	53,177.67	21.92%
<i>Total ADMINISTRATION</i>		439,547.21	31,674.40	344,427.90	95,119.31	21.64%
<b>DIRECT SERVICES</b>						
504	<u>Household Crisis</u>					
6155	Direct Services	1,182,571.79	21,111.82	225,142.26	957,429.53	80.96%
<i>Total Household Support</i>		1,182,571.79	21,111.82	225,142.26	957,429.53	80.96%
761	<u>Utility Assistance</u>					
6155	Direct Services	1,090,770.00	254,062.17	2,010,411.20	(919,641.20)	(84.31)%
<i>Total Utility Assistance</i>		1,090,770.00	254,062.17	2,010,411.20	(919,641.20)	(84.31)%
<i>Total DIRECT SERVICES</i>		2,273,341.79	275,173.99	2,235,553.46	37,788.33	1.66%
<i>Total EXPENSES</i>		2,712,889.00	306,848.39	2,579,981.36	132,907.64	4.90%
NET INCOME/LOSS		0.00	(306,848.39)	(16,987.28)	(16,987.28)	0.00%



**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director *EMB*  
**FROM:** Judy Fullylove, Energy Services Director *JF*  
**DATE:** January 7, 2019  
**RE:** Texas Department of Housing and Community Affairs (TDHCA) Comprehensive Energy Assistance Program (CEAP) 2019 Contract

**RECOMMENDATION**

Approve 2019 CEAP contract with TDHCA.

**BACKGROUND**

The Comprehensive Energy Assistance Program (CEAP) program assists low-income households with utility payments for electric, gas, and propane bills. Priority is given to the elderly, disabled and households with children five years old and younger. The CEAP program serves seven (7) counties: Collin, Cooke, Denton, Fannin, Grayson, Hunt and Rockwall.

**DISCUSSION**

2019 CEAP contract funds will provide utility assistance to eligible clients in the seven (7) county service area. Eligible households may receive up to \$1,200 per calendar year to assist with energy costs. To achieve the highest possible assistance, this funding may be leveraged with funds provided by: ATMOS Gas Energy Conservation Program, TXU Energy Aid Program, Direct Energy Neighbor to Neighbor Program, Reliant Energy CARE Program, and the CoServ Foundation. Contract period is January 1, 2019 through December 31, 2019.

**BUDGET**

Total budget amount for the 2019 contract is \$3,830,619 and includes direct services, program support and an administrative fee.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 58190003000**  
**FY 2019 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)**  
**(CFDA # 93.568)**

**Awarding Federal Agency: United States Department of Health and Human Services**  
**TDHCA Federal Award Number: E-19BITXLIEA**  
**Award Year (Year of Award from HHS to TDHCA): 2019**  
**Unique Entity Identifier Number: 879884815**

**SECTION 1. PARTIES TO THE CONTRACT**

This 2019 Comprehensive Energy Assistance Program (CEAP) Contract Number **58190003000** ("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 **January 01, 2019**, and, unless earlier terminated, shall end on **December 31, 2019** ("Contract Term").

**SECTION 3. SUBRECIPIENT PERFORMANCE**

- A. Subrecipient shall, 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. §8621 *et seq.*) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) ("LIHEAP Act"), Chapter 2105 of the Texas Government Code, Chapter 2306 of the Texas Government Code ("State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1, Chapter 2 and Subchapters A and C of Chapter 6 of the Texas Administrative Code, as amended or supplemented from time to time ("State Rules"), the LIHEAP State Plan, 2 CFR Part 200 (as applicable), Subrecipient's "Service Delivery Plan" in accordance with Section 6.306 of Chapter 6 of the State Rules, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient further agrees to comply 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.
- B. Subrecipient shall assist "Households" that are "Low-Income" with priority being given in no particular order to "Elderly Persons", "Persons with Disabilities", Households with a young child 5 years of age or under, Households with "High Energy Burden" and Households with "High Energy Consumption", as said terms are defined in Section 6.2 of Chapter 6 of the State Rules.
- C. Subrecipient shall refund, within fifteen (15) calendar 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.

**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 6.308 of the State Rules, in the amount(s) specified in the Budget attached hereto as Exhibit A.

- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole but reasonable 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 and availability by the Department of 2019 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, State Rules, 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) calendar days following the end of the Contract Term; or
  - 5. is incurred for the purchase or permanent improvement of real property.
- E. 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.
- 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 **\$4,130,005.00**.

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

- A. Subrecipient may request an advance payment of up to thirty (30) days cash needs or an advance of \$5,000, whichever is greater. Subrecipient's request for advances shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. Subrecipient shall establish procedures to minimize the time 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 4(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 6.308 of the State Rules.

## SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT 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 state Uniform Grant Management Standards, 34 TAC §20.421 in effect on the effective date of this Contract ("UGMS"). All references therein to "local government" shall be construed to mean Subrecipient.
- B. Subrecipient has a federally approved indirect cost rate of **34.26%**.
- C. Uniform administrative requirements, cost principles and audit requirements are set forth in UGMS.
- D. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- E. Department reserves the right to conduct additional audits of the 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.
- F. 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.
- G. In accordance with 10 TAC §1.403(e), Subrecipients that expend \$750,000 or more in federal and/or state awards or have an outstanding loan balance associated with a federal or state resource of \$750,000 or more with continuing compliance requirements, or a combination thereof must have a Single Audit. The expenditure threshold for audit is \$750,000 of Federal Funds.
- H. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("FAC") the earlier of 30 calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f), Subrecipient is required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted to SAandACF@tdhca.state.tx.us.

## SECTION 7. DEOBLIGATION, TERMINATION AND SUSPENSION

- A. DEOBLIGATION. The Department may deobligate funds from Subrecipient in accordance with 10 TAC §6.304 or Chapter 2105 of the Texas Government Code.
- B. TERMINATION. Pursuant to Sections 2.202 and 2.203 of the State Rules, the 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.
- C. GENERAL. 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.
- D. SUSPENSION. Nothing in this Section 7 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.
- E. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of deobligation, 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.
- F. LIABILITY. 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 of the Contract and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section 8.
- B. CEAP funds allow up to 7.22% 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 hereto as Exhibit A. 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) calendar 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. GENERAL. Subrecipient shall comply with all the record keeping requirements set forth below and 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. Subrecipient agrees to comply with any changes to the UGMS' record keeping requirements.
- B. OPEN RECORDS. 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. ACCESS TO RECORDS. 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 cooperate with any examination conducted pursuant to this Subsection C.
- D. RECORD RETENTION. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in the state Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §\_42; (ii) the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction if the Department notifies the Subrecipient in writing; (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; or (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.
- E. CLIENT FILES. Subrecipient shall maintain a client file system to document direct services rendered. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed. 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.
  - 3. Copy of client's utility bill(s);
  - 4. Energy consumption history for previous twelve (12) months (all fuel types) OR or Department approved Alternative Billing Method;

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 provided by the Department;
10. Priority rating form; and
11. Case notes sufficient to document that program service activity has occurred.

#### **SECTION 10. REPORTING REQUIREMENTS**

- A. FUNDING REPORT. By the 15th of each month, Subrecipient shall electronically submit to Department, 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. INVENTORY. In accordance with 10 TAC §1.407, Subrecipient shall submit to Department, no later than forty-five (45) calendar 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 that provides CEAP services in the service area.
- C. FINAL REPORTS. Subrecipient shall electronically submit to Department, no later than forty-five (45) calendar 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) calendar days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.
- D. HOUSEHOLD DATA. By the 15th of each month, Subrecipient shall electronically upload data on Households served in the previous month into the LIHEAP Module located in the Community Affairs Contract System.
- E. DEFAULT. If Subrecipient fails to submit within forty-five (45) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, withhold or suspend any or all payments otherwise due or requested by Subrecipient hereunder, and/or initiate proceedings to terminate this Contract.
- F. ENTITY IDENTIFIER NUMBER. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number to be used as the Unique Entity Identifier Number on all contracts and agreements. 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. AMENDMENTS AND CHANGES REQUIRED BY LAW. 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 without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 12 may be further evidenced in a written amendment.

- B. GENERAL. 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.
- C. FACSIMILIE SIGNATURES. 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.
- D. REQUEST. Written requests for a 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 UGMS and 10 TAC §1.404, this Contract, 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 equipment (as defined by UGMS) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000.00 or on any vehicle purchase unless Subrecipient has received the prior written approval from the Department for such purchase.
- C. When the Subrecipient no longer needs equipment purchased with CEAP grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CEAP grant funds.

### **SECTION 17. SUBCONTRACTS**

- A. Subrecipient may not subcontract or subgrant 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 subcontractual 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.

- 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. TRAVEL AND TRAINING**

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to 2 CFR Part 200 (as applicable) and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code "Travel and Subsistence Expenses; Mileage Allowances), or in the absence of such a policy, the State of Texas travel policies under Section 1.408 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 19. 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 20. 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 21. LEGAL AUTHORITY**

- A. LEGAL AUTHORITY. 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. SIGNATURE AUTHORITY. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by the Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- C. TERMINATION; LIABILITY. 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. MERGER; DEFAULT. Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails 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 LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, Chapter 2105 of the Texas Government Code, 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. Subrecipient shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Contract. No funds under this Contract shall be used for any illegal activity or activity that violates any federal, state or local laws.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and Addendum B that it is implementing the Drug-Free Workplace Act of 1988.
- C. 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.
- D. REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973 apply to all applicants and Subrecipient of financial assistance in the operation of programs or activities.
- E. PROTECTED HEALTH INFORMATION. If Subrecipient collects or receives documentation for disability, medical records or any other medical information in the course of administering the CEAP program, Subrecipient shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC §1.24, Chapter 181 of the Texas Health and Safety Code, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 164).
- F. PREVENTION OF TRAFFICKING. Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq.*). If Subrecipient or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient's rights to any funds shall be terminated.

## SECTION 23. 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 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. §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. 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 25, 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. 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 state official or employee 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.
- 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, the State of Texas, or the government of the United States.
- C. None of the funds provided under this Contract shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the Development Owner and each of its tiers have certified by their execution of the “Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements” attached hereto as Addendum A and incorporated herein for all relevant purposes.

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

- A. NON-DISCRIMINATION. 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. EQUAL OPPORTUNITY. 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, as amended, and its implementing regulations at 41 CFR Part 60.
- C. ACCESSIBILITY. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) and (ii) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. § 155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36. Subrecipient shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipient is also required to provide reasonable accommodations for persons with disabilities.
- D. SUBCONTRACTS. Subrecipient will include the substance of this 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. 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 30. DEBARRED AND SUSPENDED PARTIES**

By signing this Contract, Subrecipient certifies that none of its principal employees, board members, agents, or contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency 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 30, in all its subcontracts.

## **SECTION 31. FAITH BASED AND SECTARIAN ACTIVITY**

Funds provided under this Contract may not be used for sectarian or explicitly 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 U. S. Department of Health and Human Services (“HHS”) at 45 CFR Part 87.

## **SECTION 32. 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 33. 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 34. 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 35. 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

### **SECTION 36. 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 37. 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 6.8 of the State Rules.

### **SECTION 38. 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 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. ALTERNATIVE DISPUTE RESOLUTION**

In accordance with Section 2306.082 of the Texas Government Code, it is the Department’s policy to encourage the use of appropriate alternative dispute resolution procedures (“ADR”) under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the Department and the use of negotiated rulemaking procedures for the adoption of Department rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Department’s ex parte communications policy, Department encourages informal communications between Department staff and the Subrecipient, to exchange information and informally resolve disputes. Department also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Subrecipient would like to engage Department in an ADR procedure, the Subrecipient may send a proposal to Department’s Dispute Resolution Coordinator. For additional information on Department’s ADR policy, see Department’s Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

**SECTION 41. 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 42. 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 43. 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 44. 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: Eric Bridges, Executive Director  
Telephone: (903) 813-3512 Fax: (903) 813-3511 Email: ebridges@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 44.

**SECTION 45. 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.

**SECTION 46. LIMITATION ON ABORTION FUNDING**

Pursuant to Section 6.25 of Article IX of SB 1, 85th Legislature, Regular Session (2017) (“General Appropriations Act”), to the extent allowed by federal and state law, money appropriated by the General Appropriations Act for state fiscal year 2018 and 2019 may not be distributed to any individual or entity that, during the period for which funds under this General Appropriations Act are appropriated:

- A. Performs an abortion procedure that is not reimbursable under the State’s Medicaid program;
- B. Is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program; or
- C. Is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program. This limitation on funding does not apply to a hospital licensed under Chapter 241 of the Health & Safety Code, a State hospital, a State-owned teaching hospital, a teaching hospital, a residency program accredited for medical education, or an office exempt under Section 254.004(2) of the Health and Safety Code.

By execution of this Contract, the Subrecipient hereby certifies that, as a condition of receipt of any appropriated funds, it is eligible to receive funds appropriated under the General Appropriations Act, and that it will not utilize appropriated funds in any way contrary to this Section 46 during the Contract Term.

EXECUTED to be effective on **January 01, 2019**

**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 58190003000**  
**FY 2019 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 58190003000**  
**FY 2019 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):

Texoma Council of Governments  
1117 Gallagher Dr  
Sherman, TX 750903108

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 58190003000**  
**FY 2019 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 58190003000**  
**FY 2019 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 section (b) of this certification;
- (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.
- (e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:
  1. Is in connection with this award;
  2. Reached its final disposition during the most recent five year period; and
  3. Is one of the following:
    - i. A criminal proceeding that resulted in a conviction, as defined below;
    - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
    - iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damage in excess of \$100,000; or
    - iv. Any other criminal, civil, or administrative proceeding if:
      1. It could have led to an outcome described in this section (e) paragraph (3) items (i) - (iii) of this award term and condition;
      2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
      3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations
  4. For purposes of section (e) of this certification the following definitions apply:
    - i. An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
    - ii. A "conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

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 58190003000**  
**FY 2019 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**

<b>\$ 4,130,005.00</b>	CEAP FUNDS CURRENTLY AVAILABLE
<b>\$ 1,200.00</b>	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

**BUDGET FOR AVAILABLE ALLOCATIONS**

BUDGET CATEGORY	FUNDS	%
Administration	\$ 298,186.00	-
Direct Services	\$ 3,830,619.00	-
<b>TOTAL CEAP BUDGET</b>	<b>\$ 4,128,805.00</b>	<b>-</b>

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 1,660,765.00	43.36
Utility Assistance	\$ 1,660,765.00	43.36
Program Services	\$ 509,089.00	13.29
<b>TOTAL DIRECT SERVICES</b>	<b>\$ 3,830,619.00</b>	<b>100.00</b>

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

**COLLIN, COOKE, DENTON, FANNIN, GRAYSON, HUNT, ROCKWALL**

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 7.22% of the Contract expenditures. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 13.29%. 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.

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 calendar 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.

#### Vendor Refunds

Subrecipient must determine which TDHCA contract the payment(s) were charged to, the clients(s) associated to the payment(s), and if the Contract Term has expired.

If the Contract Term has not expired, Subrecipient must enter the amount into the Contract System in the appropriate budget line item into the Adjustment column in the monthly report and make an appropriate note in the system. This will credit back the vendor refund(s) for the Subrecipient to expend on eligible expenses during the Contract Term.

If the Contract Term has expired, Subrecipient must return the vendor refund(s) to the Department. This refund must contain the contract number, and appropriate budget line item associated to the refund(s).

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 58190003000**  
**FY 2019 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)**  
**(CFDA # 93.568)**

**EXHIBIT B**  
**PRWORA REQUIREMENTS**

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

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), <https://www.uscis.gov/save/resources> 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 <https://www.uscis.gov/e-verify/employers/monitoring-and-compliance> or 202-443-0104
- (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 seeing 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. §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. §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. §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. §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 B 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 B 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 B, 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. §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

Michael De Young  
Director of Community Affairs Division  
Texas Department of Housing and Community Affairs  
Community Affairs Division  
P.O. Box 13941  
Austin, TX 78711-3941  
Phone: (512) 475-2125  
Email: [michael.deyoung@tdhca.state.tx.us](mailto:michael.deyoung@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: Eric Bridges, Executive Director *EMB*  
FROM: CJ Durbin-Higgins, CFM, Public Safety Program Manager *CJDA*  
DATE: January 7, 2019  
RE: TCOG 9-1-1 Program System Router Project

**RECOMMENDATION**

Approve the purchase, installation and support for the replacement of Routers in the TCOG 9-1-1 Program System.

**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**

The current routers in the TCOG 9-1-1 System are nearing end of life and end of support from the manufacturer. These pieces of equipment are an essential part of the 9-1-1 System and are in use 24/7, 365 days per year. It is vital to keep this equipment maintained and up to date in order to provide excellent 9-1-1 Service to our region. The proposed project will include purchase, installation and support for 36 months for \$134,626.13.

**BUDGET**

The 9-1-1 Budget has adequate funding for the purchase and installation of this equipment.



Date: 7/6/2017  
 Invoice Number: 7052017ms04

This pricing is at or below: HGAC Pricing Contract ID HGAC#EC07-14

Customer Information:

Agency: Tecoma COG  
 Name: C J Durbin-Higgins  
 Email: [chiggins@texoma.cog.tx.us](mailto:chiggins@texoma.cog.tx.us)  
 Number: 903 813-3552



Configuration Parameters

TEXOMA COG router and Firewall with remote configuration



<u>Product Number</u>	<u>Product Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Unit Qty</u>
		6	\$3,808.69	\$22,852.12
		6	\$0.00	\$0.00
		6	\$0.00	\$0.00
		6	\$1,027.63	\$6,165.76
		6	\$715.03	\$4,290.16
		6	\$0.00	\$0.00
		6	\$0.00	\$0.00
		6	\$0.00	\$0.00
		6	\$0.00	\$0.00
		6	\$0.00	\$0.00
		6	\$0.00	\$0.00
		6	\$0.00	\$0.00
		6	\$0.00	\$0.00
		6	\$0.00	\$0.00
		6	\$2,683.04	\$16,098.25
		6	\$0.00	\$0.00
		6	\$0.00	\$0.00



**300 - Commission on State Emergency Communications**

30 - Regional Services  
41019 - 911 2018-2019  
12/1/2018 - 12/31/2018

		<b>Total Budget -</b>	<b>Current Period</b>	<b>Project to Date</b>		<b>Percent Total Budget</b>
		<b>Original</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget Balance</b>	<b>Remaining - Original</b>
<b>REVENUES</b>						
4010	State Revenue	1,250,867.00	102,218.00	339,935.00	910,932.00	72.82%
4040	Interest Income	0.00	10.08	44.26	(44.26)	0.00%
<i>Total</i>		1,250,867.00	102,228.08	339,979.26	910,887.74	72.82%
<i>Total REVENUES</i>		1,250,867.00	102,228.08	339,979.26	910,887.74	72.82%
<b>EXPENSES</b>						
<b>ADMIN EXPENSES</b>						
220	<u>Admin</u>					
5000	Salaries	7,654.00	300.16	2,008.67	5,645.33	73.76%
5010	Salary Longevity	0.00	2.63	18.77	(18.77)	0.00%
5910	Indirect G&A	0.00	1.87	1.87	(1.87)	0.00%
5920	Indirect Onsite	57,858.00	2,255.10	11,472.79	46,385.21	80.17%
5940	Employee Benefits	4,036.00	158.51	1,055.84	2,980.16	73.84%
<i>Total Admin</i>		69,548.00	2,718.27	14,557.94	54,990.06	79.07%
675	<u>Operations</u>					
5000	Salaries	119,948.00	4,648.36	23,175.68	96,772.32	80.68%
5010	Salary Longevity	0.00	48.09	238.06	(238.06)	0.00%
5940	Employee Benefits	68,073.00	2,443.56	12,182.17	55,890.83	82.10%
<i>Total Operations</i>		188,021.00	7,140.01	35,595.91	152,425.09	81.07%
<i>Total ADMIN EXPENSES</i>		257,569.00	9,858.28	50,153.85	207,415.15	80.53%
<b>OPERATIONS</b>						
675	<u>Operations</u>					
6085	Communications	2,500.00	75.98	418.14	2,081.86	83.27%
6160	Dues/Subscriptions	2,500.00	0.00	156.25	2,343.75	93.75%
6530	Service & Recognition Awards	3,000.00	0.00	0.00	3,000.00	100.00%
6560	Subcontract	9,000.00	602.50	6,736.57	2,263.43	25.15%
6570	Supplies	8,000.00	28.80	401.57	7,598.43	94.98%
6595	Training	1,500.00	0.00	0.00	1,500.00	100.00%
6614	Travel	12,000.00	70.00	1,319.63	10,680.37	89.00%
<i>Total Operations</i>		38,500.00	777.28	9,032.16	29,467.84	76.54%
<i>Total OPERATIONS</i>		38,500.00	777.28	9,032.16	29,467.84	76.54%
<b>REGIONAL</b>						
359	<u>Cooke County</u>					
6149	Database	5,000.00	362.48	1,102.37	3,897.63	77.95%
6370	Network	35,445.00	3,133.37	11,452.06	23,992.94	67.69%
6660	Wireless	3,000.00	78.98	1,012.41	1,987.59	66.25%
<i>Total Cooke County</i>		43,445.00	3,574.83	13,566.84	29,878.16	68.77%
450	<u>Fannin County</u>					
6149	Database	5,000.00	341.21	1,025.03	3,974.97	79.50%
6370	Network	53,400.00	4,591.69	19,531.43	33,868.57	63.42%
6660	Wireless	2,500.00	75.98	968.59	1,531.41	61.26%
<i>Total Fannin County</i>		60,900.00	5,008.88	21,525.05	39,374.95	64.66%

		Total Budget -	Current Period	Project to Date		Percent Total Budget
		Original	Actual	Actual	Budget Balance	Remaining - Original
485	<u>Grayson County</u>					
6149	Database	6,000.00	480.86	1,446.18	4,553.82	75.90%
6370	Network	71,400.00	4,528.88	19,925.31	51,474.69	72.09%
6660	Wireless	6,000.00	160.36	1,562.85	4,437.15	73.95%
<i>Total Grayson County</i>		<b>83,400.00</b>	<b>5,170.10</b>	<b>22,934.34</b>	<b>60,465.66</b>	<b>72.50%</b>
688	<u>Regional</u>					
6009	Ancilliary Equipment	1.00	0.00	0.00	1.00	100.00%
6010	Ancilliary Equipment Maintenance	23,000.00	0.00	0.00	23,000.00	100.00%
6149	Database	21,000.00	0.00	0.00	21,000.00	100.00%
6150	Database Maintenance	160,000.00	25,264.73	28,294.19	131,705.81	82.32%
6171	Esinet	126,001.00	447.72	2,064.10	123,936.90	98.36%
6172	Legacy	14,000.00	0.00	0.00	14,000.00	100.00%
6371	Network Reliability	5,000.00	0.00	840.00	4,160.00	83.20%
6433	PSAP Services	16,550.00	2,933.22	6,234.23	10,315.77	62.33%
6434	PSAP Supplies	17,500.00	15,667.25	15,667.25	1,832.75	10.47%
6435	PSAP Training	6,000.00	5,000.00	6,000.00	0.00	0.00%
6437	PSAP Room Prep	2,000.00	0.00	0.00	2,000.00	100.00%
6438	Core Functions	1.00	0.00	0.00	1.00	100.00%
6490	Public Education	15,000.00	0.00	26.48	14,973.52	99.82%
6591	Text 911	1,000.00	256.89	770.19	229.81	22.98%
7001	Equipment Maintenance	60,000.00	0.00	0.00	60,000.00	100.00%
<i>Total Regional</i>		<b>467,053.00</b>	<b>49,569.81</b>	<b>59,896.44</b>	<b>407,156.56</b>	<b>87.18%</b>
<i>Total REGIONAL</i>		<b>654,798.00</b>	<b>63,323.62</b>	<b>117,922.67</b>	<b>536,875.33</b>	<b>81.99%</b>
<b>EQUIPMENT</b>						
688	<u>Regional</u>					
7000	Equipment	300,000.00	0.00	0.00	300,000.00	100.00%
<i>Total Regional</i>		<b>300,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>300,000.00</b>	<b>100.00%</b>
<i>Total EQUIPMENT</i>		<b>300,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>300,000.00</b>	<b>100.00%</b>
<i>Total EXPENSES</i>		<b>1,250,867.00</b>	<b>73,959.18</b>	<b>177,108.68</b>	<b>1,073,758.32</b>	<b>85.84%</b>
NET INCOME/LOSS		0.00	28,268.90	162,870.58	162,870.58	0.00%



**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director *EUB*  
**FROM:** CJ Durbin-Higgins, CFM, Public Safety Program Manager *CJDA*  
**DATE:** January 9, 2019  
**RE:** TCOG Criminal Justice Advisory Committee (CJAC) Members and Bylaw Update

**RECOMMENDATION**

Approve the 2019 TCOG CJAC Members and the Bylaws update.

**BACKGROUND**

Working with the 25 member TCOG Criminal Justice Advisory Committee (CJAC), TCOG’s Criminal Justice Program promotes and helps to develop coordinated, collaborative prevention and justice-oriented initiatives across Texoma. Partners on these projects include grantees, volunteers, community-based organizations, faith-based organizations, government agencies, the private sector and others. Through a contract with the Criminal Justice Division (CJD) of the Office of the Governor (OOG), TCOG administers the local process for grant distribution to the region. Over the years, this program has directed millions of dollars into area criminal justice systems for improvements.

**DISCUSSION**

Pursuant to the Interlocal Agreement with the OOG, CJD, and the TCOG CJAC Bylaws, Article IV. A, each year one third of the committee completes their three year term. A nominations committee was formed to provide a slate of nominees. Nominations will be presented to the TCOG CJAC for membership January 16, 2019. Due to agenda submission deadlines, the recommended slate of members will be provided at the TCOG Board Meeting on January 17, 2019.

**On October 3, 2018 the TCOG CJAC reviewed and recommends for approval the Bylaw changes.**

**BUDGET**

No budget impact.

**TEXOMA COUNCIL OF GOVERNMENTS  
CRIMINAL JUSTICE ADVISORY COMMITTEE**

**BYLAWS**

Revised and Adopted October 3, 2018

**ARTICLE I**

NAME

The name of this body shall be the Texoma Council of Governments Criminal Justice Advisory Committee [“CJAC”].

**ARTICLE II**

AUTHORITY

The Criminal Justice Advisory Committee is created by the Texoma Council of Governments [“TCOG”] in accordance with the Texas Administrative Code (Title 1, Part 1, Chapter 3) [“1 TAC 3”] and an interagency agreement with the Office of the Governor, State of Texas, Criminal Justice Division [“CJD”] to perform those activities related to criminal justice grants and planning directed by the Texas Administrative Code and those agreed to in the interagency agreement between TCOG and CJD.

**ARTICLE III**

ACTIVITIES

In accordance with 1 TAC 3, the primary functions of the CJAC are (1) to participate in the grant application selection process as described in 1 TAC 3.7 in the TCOG Service Region (Cooke, Fannin, and Grayson Counties) [“Region”]; (2) to assist TCOG in carrying on a continuous planning program to identify criminal justice problems in the Region; (3) to determine the criminal justice needs of the Region; (5) to analyze the existing criminal justice systems and available resources in the Region; and, (6) to establish goals, priorities and/or a strategic vision for the development of services and programs as related to criminal justice throughout the Region.

**ARTICLE IV**

MEMBERSHIP

- A. Membership. The membership of the CJAC shall be composed of up to 25 persons representative of criminal justice interests as prescribed by CJD in the interagency agreement by and between CJD and TCOG which states that: “The CJAC’s membership must include individuals from the following groups/disciplines: citizens or parents, drug abuse prevention, education, juvenile justice, law enforcement, mental health, nonprofit organizations, prosecution/courts, and victim services.” No single group will represent more than one-third (1/3) of the total membership of the CJAC. Members so elected shall be confirmed by the TCOG Governing Body before assuming their place on the CJAC.
1. Membership shall consist of no more than:
    - a. Eight (8) representatives of Cooke County
    - b. Eight (8) representatives of Fannin County
    - c. Nine (9) representatives of Grayson County
  2. The TCOG Criminal Justice Coordinator shall serve as an ex-officio member of The CJAC and shall perform the necessary staff functions to support the CJAC’s activities.
- B. Terms. Terms of membership for all elected CJAC members shall be three (3) years.
1. Members may be re-elected to serve additional terms.
  2. Terms of membership shall begin January 1 of each year and end December 31 of the third year following the beginning of the term.
  3. Members who are absent from three (3) consecutive meetings will be automatically removed from CJAC membership.
  4. A member may resign at any time by submitting a written notice to the CJAC Chair.
  5. Each Member may appoint in writing an alternate who shall be authorized to function at CJAC meetings in the member’s absence.
  6. Members appointed by the Chairperson to complete unexpired terms shall serve until the term that would have been served by the Member being replaced is complete.

- C. Officers. Officers of the CJAC shall consist of a Chairperson and a Vice-Chairperson.
1. Officers will be elected by the Membership and will serve for a two (2) year period, provided that their membership in the CJAC is maintained throughout their term of office.
  2. Elections for Chairperson and Vice-Chairperson will take place every two years at the regularly scheduled CJAC meeting held in December, while the CJAC is in session, with a quorum of the membership present.
  3. Officers so elected must be approved by the TCOG Governing Body.
  4. No person can be appointed as Chair or Vice-Chair for more than two consecutive terms.
  5. Officers shall begin their term of office on January 1 of the year immediately following their election.
- D. Duties. The following constitute the duties of CJAC officers:
1. The Chairperson shall:
    - a. Preside at all meetings of the CJAC;
    - b. Call special meetings of the CJAC;
    - c. Appoint persons to the CJAC nominating committee;
    - d. Appoint persons to complete terms of Members who leave the CJAC before their term of office is completed;
    - e. Create temporary sub-committees as the need arises to perform specific tasks related to the business of the CJAC;
    - f. Appoint members of the CJAC to special sub-committees at his/her discretion; and,
    - g. Review appeals of CJAC decisions.
  2. The Vice-Chairperson shall, during the absence or incapacity of the Chairperson, act as Chairperson of the CJAC, and when so acting, shall have all the duties, responsibilities, powers, and privileges of the Chairperson.
  3. In the event of a vacancy in the position of any officer, the CJAC will elect, by a majority of those present, a replacement no later than the next regularly scheduled meeting of the CJAC, following notification that such vacancy exists. The recommendation of the CJAC shall be forwarded to the COG Governing Body for action at their next regularly scheduled meeting.
- E. Nominating Committee. The Chairperson of CJAC will appoint a Nominating Committee at the regularly scheduled CJAC meeting in October, or at the next CJAC meeting thereafter, of each year.
1. The Nominating Committee of the TCOG CJAC shall consist of five (5) members
    - a. Chairperson
    - b. Vice-Chairperson
    - c. Three additional persons can be appointed by the Chairperson from CJAC membership, Governing Body membership, staff, or concerned citizens.
  2. Equal representation.
    - a. The Chairperson and Vice-Chairperson must be residents of different counties within the Texoma Region.
    - b. Additional members of the nominating committee shall be chosen as follows: one representative of Cooke County, one representative of Fannin County, and one representative of Grayson County.
  3. Duties.
    - a. Each year a nominating committee will be responsible for nominating applicants to be elected to serve on the CJAC.
    - b. The nominating committee shall nominate potential members in such a manner as to assure the continued diversity of membership established in Article IV (A).
  4. Vacancy. In the event a member of the nominating committee resigns, the Chairperson of the CJAC shall appoint a replacement for the remainder of the term.
- F. Conflict of Interest. All applicants for grants or other public funds from any source processed through or by the CJAC, have the same rights and privileges and are subject to uniform and equitable review processes. Therefore, the following Conflict of Interest policy shall apply:

1. Members of the COG's governing body, the CJAC, and COG staff must abstain from reviewing, voting, commenting, or taking any action on any grant application, other than one submitted by a COG, during the prioritization process if the member or an individual related to the member within the third degree of consanguinity or within the second degree of affinity:
  - a. Is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded;
  - b. Serves on any board that oversees the unit or division that will administer the grant, if awarded;
  - c. Owns or controls any interest in a business entity or other non-governmental organization that benefits, directly or indirectly, from activities with the applicant;
  - d. Receives any funds from the applicant as a result of the grant, if awarded; or
  - e. Uses or receives a substantial amount of tangible goods, services or funds from the applicant.
2. A CJAC member that has a Conflict of Interest regarding a particular grant application must vacate the CJAC meeting room whenever that application is presented to or reviewed by the CJAC, and the member must not take part in or be present for any discussion on the application with any other member of the CJAC.

If any applicant, CJAC member, COG personnel or other individual has reason to believe that favoritism or inappropriate actions were displayed during the scoring or prioritization of CJD, the COG shall ensure that the concerns are shared with CJD as soon as possible.

#### **ARTICLE V** **MEETINGS**

- A. The CJAC shall meet as often as necessary to accomplish CJAC business.
  1. Regular meetings to conduct the business of the CJAC shall be called by the Chairperson.
    - a. Application Review and Prioritization Meetings will be scheduled as needed to fulfill CJD deliverables.
    - b. Business Meetings. Any necessary business may be conducted at any CJAC meeting properly called by the Chairperson.
  2. Discretion. The Chairperson of the CJAC may, at his or her discretion, reschedule any CJAC meeting.
  3. Special Meetings.
    - a. The Chairperson of the CJAC reserves the discretion to call special meetings of the CJAC at any time.
    - b. The TCOG Governing Body reserves the right to call special meetings of the CJAC at its discretion.
    - c. CJD reserves the right to require a special meeting of the CJAC at its discretion.
    - d. Special meetings and votes may be conducted using electronic means.
  4. Notification.
    - a. CJAC members will be notified at least ten (10) days in advance of a regular meeting, with such notice including the date, time, place and items to be discussed.
    - b. In the event of a special meeting, members will be notified at least a seventy-two (72) hour notice and the only subject(s) for which the meeting was called can be acted upon.
    - c. Notice may be affected by posting on the TCOG criminal justice web site and by sending email to an address previously provided by a CJAC member.
  5. Quorum. For all matters, a quorum will consist of a simple majority of the currently appointed membership of the CJAC at the time of the meeting
  6. Open Meetings. All TCOG CJAC and Governing Body meetings in which CJD business is discussed will be held in compliance with the Open Meetings Act. CJAC meetings are open to the public and the public will be notified in accordance with Chapter 551, Government Code.
    - a. TCOG will document all CJAC proceedings related to CJD business by recording the CJAC proceedings.
    - b. TCOG will maintain all scoring sheets, prioritization documents, minutes, grant applications and recordings of meetings for a period which shall be not less than three years.
  7. Orderliness: Meetings will be conducted in accordance with Robert's Rules of Order.

**ARTICLE VI**  
**Grant Application Process**

The following policies and procedures are established for the purpose of defining the rules and regulations that will govern the application process in all funding streams controlled by the Criminal Justice Division (CJD) of the Governor's Office as outlined in the Interagency Agreement by and between CJD and TCOG as it relates to the TCOG/CJAC. All policies, rules, and regulations set forth in this document are in compliance with Texas Administrative Code (Title 1, Part 1, Chapter 3).

A. Training.

1. Applicants for CJD funding in the Texoma Region are required to attend a mandatory grant application or grant administration workshop on an annual basis. Applicants are required to present a synopsis of the project and be available to answer questions at the CJAC application prioritization meeting. CJD awarded grantees may be required to attend a mandatory post-award grant management workshop on an annual basis.

Exception:

- a. Mandatory attendance may be waived by the Criminal Justice Coordinator.
- b. If attendance at the regularly scheduled workshop/meeting is not possible for an applicant, the applicant must contact the COG planner prior to the workshop/meeting to secure the required training in another manner.

B. Pre-Application

1. TCOG shall notify current grantees and other requestors in the region of the availability of current CJD grant applications.
2. TCOG shall inform current grantees and other requestors of the availability of relevant TCOG policies and bylaws, and shall provide such policies and bylaws to current grantees and requestors upon request.

C. Technical Assistance.

1. Any applicant or potential applicant is encouraged to request technical assistance from the COG planner prior to submitting applications for funding.

D. Deadlines.

1. Application deadlines for Texas will be set by the Criminal Justice Division, Office of the Governor on an annual basis. Deadlines for application submission will be made available to applicants on the Governor's website: <https://www.cjdonline.governor.state.tx/>
2. Applications for funding must be received by the Criminal Justice Division, Office of the Governor, as directed by that agency.

**ARTICLE VII**  
**APPLICATION REVIEW**

A. Review process:

1. Review. All applications received in the Texoma Region will be reviewed by TCOG criminal justice program personnel to determine overall eligibility of the application and integrity of necessary documents prior to presenting applications to the Texoma CJAC for their review.
2. Documentation. Criminal justice program personnel and/or members of the CJAC may request any additional information from the applicant agency that will assist in determining the eligibility of an application and/or the grant administration capacity of the applicant agency. This request may be made at any point in the application or administration process. Failure to comply with requests for additional information may result in the application being deemed "not recommended" for funding.
3. Scoring. All applications that are presented to the CJAC for scoring shall be duly processed and each grant application will be scored by the CJAC, using an approved scoring instrument. The approved scoring instrument will be provided to applicants prior to the review process. A minimum average score of 70 will be required of any grant application in order for that grant application to be recommended for funding. Only the scores of those CJAC members participating in person at the meetings established for prioritization of applications shall be used to determine the overall score assigned to an application. In the event of a tie score when the projects are totaled, staff will delete the high score and low score until the tie is broken.

4. Discretion. CJAC reserves the right to recommend an amount less than the requested amount of any application. Additionally, CJAC reserves the right to deny specific line items in any grant application. CJAC may ask for justification of specific line items in any application and deny recommendation for any line item in any application. Additionally, CJAC may request that an applicant reduce the amount requested in an application in order to stay within the Reasonable Budget Expectations for the Region.
5. Application Funding Cycle. Grant applications are submitted for 6-24 months of funding and there is no limit to the number of years in which a potential grantee may apply for funds. CJAC and TCOG will review all applications received annually on an equal basis. In accordance with CJD policy, CJAC and TCOG make no commitment that a grant, once funded, will receive priority consideration for subsequent funding.
6. Review by the TCOG Governing Body. All recommendations of the CJAC will be reviewed by the TCOG Governing Body. If the Governing Body approves the recommendation of the CJAC, the TCOG Governing Body will make recommendation to CJD for funding. Final decisions for funding remain the discretion of CJD.
7. Submission to CJD. All grant applications reviewed by the Texoma CJAC and recommended for funding will be submitted to the office of the Governor Criminal Justice Division as specified by CJD.
8. Notification. To facilitate communication, all applicants are required to provide a valid email address at which they can receive notices concerning their application and the overall grant process. All grant applicants shall be notified by email within ten working days of the prioritization meeting of:
  - a. The final score for their grant application;
  - b. Final rankings for all applications reviewed at the meeting; and,
  - c. Recommendation status of their application.
9. Applicants whose applications are not recommended for funding will be notified by TCOG personnel in the above manner. This notification will serve as formal notification of denial for funding.
10. Notice of awards received by TCOG from CJD will be forwarded to the grantee within two days of receipt by TCOG of notice from CJD, should such notice be given to TCOG.

## **ARTICLE VIII**

### PERFORMANCE REQUIREMENTS

- A. Grant performance review. All grants that are recommended for funding by the Texoma CJAC and funded by CJD will be subject to yearly review. Additionally, all grantees must comply with the grant activity reporting requirements of the Public Policy Research Institute, Texas A&M University, or other organization designated by CJD.
- B. Revocation of Recommendation. Any grantee that fails to meet performance goals of a grant funded project may be subject to revocation of recommendation for funding at any point in the grant cycle. Grantees that fail to submit annual audits or performance reports in a timely fashion may be subject to revocation of recommendation.
- C. Discretion. The Texoma CJAC reserves the right to review progress and administration capacity of any grantee that has been recommended for funding by the CJAC. In order to provide oversight of grants in the Texoma region the TCOG, CJAC reserves the right to request any information necessary to ensure that funds are being appropriately administered by grantees.

## **ARTICLE IX**

### APPEAL PROCESS

- A. Right to appeal. Grant applicants and other persons who come before the CJAC, have the right to appeal any decision of the CJAC.
- B. Procedure. Applicants wishing to appeal a CJAC funding recommendation must follow this process:
  1. Within ten (10) working days of notification of the results of prioritization, or any decision of the CJAC, appellant must notify the chairperson of the CJAC in writing of their desire to appeal the decision of the CJAC. Appellant should include any relevant documentation as to the justification of an appeal:
    - a. Written statement of appellant agency indicating the suspected reason or reasons that the grantee did not have the same rights and privileges as are offered to all applicants.
    - b. Written justification with supporting documentation to appeal a denied line item or grant request reduction. Include any relevant documentation.

- c. Written justification and request for review and re-scoring of an application that failed to score the minimum amount of 60 points (average) in order to be recommended.
  - d. Written request for review of any determination of the CJAC.
2. Determination of cause. Upon receipt of the written request of the agency, the Chairperson of the CJAC shall determine if there is just cause for scheduling an emergency meeting of the full CJAC in order to review the appeal.
  3. Notification. The Chairperson shall notify the appellant agency in writing, within ten (10) working days of the receipt of the appeal that either:
    - a. The appeal will be heard by the full CJAC, including date and location of review; or,
    - b. The Chairperson determines that the appeal does not need to be heard by the full CJAC.
  4. Discretion. At the time of review by the full CJAC of any appeal, the CJAC reserves the right to require that the appellant agency supply them with any documentation necessary to assist the CJAC in their review.
  5. Equitable review. The full CJAC (or a quorum thereof) will hear appeals as requested by the Chairperson of the CJAC.
  6. Finality of decision. Appeal decisions are final and no applicant may appeal the final decision of the CJAC to the CJAC. However, applicants may lodge a secondary appeal as described in Section 8 below.
  7. Where to Appeal. Appeals may be made in writing to:
    - Chairperson
    - TCOG/ CJAC
    - 1117 Gallagher, Suite 350
    - Sherman, Texas, 75090
  8. Secondary Appeal. Applicants may appeal the decision of the CJAC to the TCOG Governing Body. When an appellant follows the appeal process outlined herein, and is not satisfied with the outcome, they have the right to appeal to the TCOG Governing Body.
    - a. Appeals should be made, in writing, to the President of the TCOG Board of Directors, within ten (10) working days of the final decision of the CJAC.
    - b. Appellants may be granted the opportunity to make their appeal to the TCOG Board of Directors at the discretion of the President of the TCOG Board of Directors.
    - c. Appeals regarding the recommendations of the CJAC will be heard at regularly scheduled TCOG Board of Directors meetings.

Final decisions regarding funding for all applications recommended by the TCOG CJAC remain the discretion of the Criminal Justice Division of the Office of the Governor.

## **ARTICLE X**

### General Provisions

1. All meetings of the CJAC will be conducted in accordance with the provisions of the Texas Government Code, Chapter 551, the Texas Open Meetings Act.
2. TCOG will comply with the provisions of the Texas Review and Comment System.

## **ARTICLE XI**

### Bylaw Change Procedure

These Bylaws can be changed by a vote of no less than one-half of the members of the current CJAC at a scheduled meeting. All amendments must be approved by TCOG Governing Body prior to taking effect.



**TO:** TCOG Governing Board  
**THRU:** Judy Conner, MS, CPG, AAA Director *JC*  
**FROM:** Virginia Rhodes, Texoma Senior Corps Program Manager *VR*  
**DATE:** January 10, 2019  
**RE:** Glaser Family Charitable Foundation Grant

### **RECOMMENDATION**

Authorize submission and acceptance of the Glaser Family Charitable Foundation Grant for the Texoma Senior Corps Foster Grandparent Program.

### **BACKGROUND**

Texoma Senior Corps is responsible for connecting senior volunteers age 55 and older and their life experiences and skills to specific needs within our community. The Foster Grandparent Program (FGP) consist of senior volunteers who serve as mentors to children with special needs in schools, daycares and/or afterschool programs. Their goal is to provide positive impacts that result in successful outcomes. To become an FGP volunteer a participant's income cannot exceed over 200% of the poverty level. FGP volunteers currently must be willing to serve 15 hours a week, and pass a physical and criminal background check. The program is partially-funded by federal, state and local contributions.

### **DISCUSSION**

Texoma Senior Corps will use these funds to support Foster Grandparent volunteers in Fannin County whose primary focus is mentoring at-risk children in area schools, daycares, and after school programs. Funds will support transportation assistance, a small hourly stipend, miscellaneous supplies, and recognition. Our program volunteers commit to serving a minimum of fifteen hours each week and serve approximately 140 children annually. In 2018, forty-nine (49) FGP volunteers served 33,786 hours in twenty-five stations.

### **BUDGET**

The funding of \$1,500 will be used to supplement the Texoma Senior Corps Foster Grandparent budget for Fannin County to provide senior mentoring services to at-risk children in Fannin County schools, daycares and/or afterschool programs.

## Texoma Senior Corps Foster Grandparent Program

### TEXOMA REGIONAL FOUNDATION

### GLASER FAMILY CHARITABLE FOUNDATION

### PROPOSAL

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October 31, 2018

Virginia Rhodes Program Mgr.

Texoma Senior Corps

903-813-3574

vrhodes@tcog.com

October 31, 2018

Glaser Family Charitable Foundation

Attn: Cindy Bankston

1200 Ranch Dr.

Bonham, Texas 75418

Re: Charitable Grant Application

### **Brief History of Organization**

The Texoma Regional Foundation is a charitable 501 (c) (3) organization of the Texoma region, advocating through a variety of programs of the Texoma Council of Governments' (TCOG) Area Agency on Aging (AAA) to form collaborative partnerships working together to expand and enhance projects to improve the quality of life for Texoma residents. Texas has the third largest share of the U.S. elderly population. The objective of TCOG's AAA is to serve as the community catalyst to enhance awareness of the needs of our older population, and to promote the development and coordination of a comprehensive system of services and programs to ensure the prolonged well-being, independence and dignity of our older population in the Texoma area.

The Texoma Council of Governments (TCOG) is an organization comprised of city and county governments, colleges, school districts, and chambers of commerce determined to build strength through regional cooperation. We serve our members by working to continually improve the economic, social, and educational opportunities for the citizens of Cooke, Grayson and Fannin Counties. Created by the Texas State Legislature in 1968, the Texoma Council of Governments serves governmental membership from the aforementioned tri-county area.

Texoma Senior Corps a program offered by TCOG's AAA, is the program that would benefit from the Glaser Family Charitable Foundation (GFCF) grant. Texoma Senior Corps consists of the Retired and Senior Volunteer Program and the Foster Grandparent Program. Both programs serve the tri-county area of Cooke, Fannin and Grayson Counties. The Foster Grandparent Program (FGP) was authorized by Congress in 1965 as a way to enable low-income persons 55 and older to receive benefits while serving children with special/exceptional needs. The Foster Grandparent Program came to the Texoma area in 1997 as a program of the Texoma Area Agency on Aging (AAA) and is headquartered in Sherman. Foster Grandparents serve in area schools, non-profit day cares, Head Start, Early Head Start and Community Centers. Foster Grandparents must be low income, be able to pass a physical and criminal background check as

well as commit to serving a fifteen to forty each week mentoring at-risk children. The Retired and Senior Volunteer Program (RSVP) was launched in 1971, and made its debut in Texoma in 1987 as a program of the Texoma AAA. Through RSVP, senior volunteers aged 55 and older provide volunteer assistance to non-profit and health care organizations throughout the community. RSVP volunteers assist the community in various ways.

The program's web address is [tcog.com/agingservices/fgp](http://tcog.com/agingservices/fgp). The program staff consists of the program manager Virginia Rhodes and the program coordinator Vicky Hestand. We currently have 41 program Texoma Foster Grandparent volunteers who serve a total of approximately 140 children each year. In 2017 Texoma Foster Grandparent volunteers contributed 43,392 hours of service within the Texoma region.

There are approximately 34,000 residents in Fannin County of which 61% live below the poverty level. It is estimated that 17.6% are affected by food insecurities. The Texoma elderly population is also expected to grow at a rapid rate over the decade ending in 2020. The Texoma population is expected to grow by 6.6% by 2020 when compared to the year 2010. This increase would be consistent in all three counties, with an increase of 6.4% in Fannin County. Cooke, Grayson and Fannin counties have a higher percentage of persons over age 60 (22%) and persons with disabilities (15.9%) than national averages. According to Texas Education Agency, among school-age population for the year 2010 – 2011, 11.8% of students in all grades received special education services in Fannin County receiving these services. There are approximately 57% of the children in Fannin County who are economically disadvantaged with 24.1% living in single parent homes according to Kids Count Data Center.

This grant application for \$25,000 is to supplement funding for the elderly poor in Fannin County as well as provide additional education support for disadvantaged children in the area.

### **Proposed Project**

The Texoma Foster Grandparent program will connect additional low income senior mentors with at-risk children. Since 1997, Texoma Foster Grandparents have provided one-on-one mentoring, nurturing, and support to children with special or exceptional needs, or who are in academic, social, or financial disadvantage. Foster Grandparents serve from 15 to 40 hours a week. Foster Grandparents must be age 55 or older, meet established income eligibility guidelines and be able to pass a physical examination and criminal background checks. Foster Grandparent mentors will work closely with teachers and station leaders who identify those children in need. A curriculum with designated goals will be determined by the teacher and will be followed strictly by the foster grandparent with that specific child or small group of children.

A 2013 study of at-risk youth according to mentoring.org found that after an average of 10 months of mentoring, mentored youth fared better than those without mentors in emotional/psychological well-being, social relationships, academic attitudes and self-reported grades. There were also notable reductions in depression symptoms across all groups who participated. After 13 months of mentoring, youth also displayed greater acceptance by their peers, and more positive beliefs

about their ability to succeed in school and achieve better grades in school. Overall, mentored youth were more likely to show improvement on multiple social, emotional, and academic levels.

Note: The Texoma Foster Grandparent program is limited and currently provides support for only 41 senior mentors who provide one on one support for approximately 140 children with an indirect global impact of approximately 1025 children within the tri-county area. Foster Grandparents serve 15-40 hours per week and receive a tax free stipend at \$2.65 per hour and mileage assistance for up to ten miles per day, per station trip at thirty cents per mile for transportation costs. In addition to stipend and transportation assistance, funding also provides help with miscellaneous items such as uniforms, supplies, etc.

The proposed project will provide the ability to increase the number of senior mentors in Fannin County which will add to their quality of life through service. It will also increase positive outreach and support for more children in need by providing them with the necessary support that will nurture more confidence, establish positive relationships and enhance their opportunity for learning. The project will provide an opportunity for every child involved to be successful.

### **Dollar Amount Requested**

The program's current funding allows us to provide 41 foster grandparents in the Texoma Region. We would like to bring the funding level up to \$228,993.00. This will allow us to increase the number of foster grandparents in Fannin County which will also expand our ability to help more disadvantaged children in the area.

Therefore, the dollar amount requested is \$25,000.

### **Entities asked for Financial Support**

The program currently receives a combined total of \$203,993 per year which allots for 41 foster grandparents.

Corporation of National Community Service Grant provides - \$198,993.00

Texas Health and Human Services provides \$5000.00 per year.

To provide sustainability for this program and to increase our support in Fannin County additional grants are being pursued.

### **Project Budget**

\$25,000 will be allocated to assist a minimum of four low income foster grandparent mentors from Fannin County. It will provide an hourly tax-free stipend of \$2.65 to mentor at-risk children on a weekly basis, provide transportation assistance to and from stations, and other miscellaneous expenses such as supplies, uniforms, meals etc. Approximately 12-20

disadvantaged children will receive one-on-one support with a positive indirect global impact affecting 80 -100 Fannin County children. **Please see Attachment A.**

### **Plan to Evaluate Project**

TCOG's Senior Corps programs are evaluated by State auditors from the Corporation of National and Community Services. A database system is used maintain a confidential record for each Foster Grandparent and assigned youth involved. The Program Manager and TCOG's Financial Director work closely to review each program budgets and expenditures on a regular basis to ensure policies and procedures meet Federal and State guidelines for each service. Federal and State restrictions on these funds do not allow program participation for seniors under the age of 55, who fail criminal background checks and exceed an income over 200% of the poverty level.

Project Performance Survey plans are required to assist with the evaluation of the program from each teacher or station leader on each volunteer that will address the volunteer's focus area, the student's needs and measurement of progress made. Teachers or station leaders are also asked to provide feedback through annual volunteer evaluations and feedback as needed. Foster Grandparent timesheets with sign off from authorized station personnel are also required of the mentors and kept on file to insure accurate records and proper disbursements are made. The Project Manager works closely with the schools/stations and foster grandparents in order to fill gaps and problem solve if and when situations arise. **(Please see Attachments B and B1).**

### **Directors, Corporate Officers and Governing Board**

#### TRF Governing Board of Directors

President - Honorable Roy Floyd (Caucasian/Male) - Fannin County Representative

Vice-President - Honorable Jason Brinkley (Caucasian/Male) - Cooke County Representative

Secretary/Treasurer - Ret. Col. William "Bill" Lindsay (Caucasian Male) - Grayson County Representative

#### Administrative Officers of TCOG

Executive Director - Eric Bridges (Caucasian Male). Mr. Bridges is responsible for the administrative oversight of the sponsoring agency in its entirety.

Director of Administration and Finance – Mindi Jones (Caucasian Female). Ms. Jones responsibilities include completion of financial reports and assisting with budget oversight in regards to the appropriate distribution of grant funds.

Client Services Director – Delano Smith (African American Male)

Energy Services Director – Judy Fullylove (African American Female)

Aging Services Director – Judy Conner (Caucasian Female)

### **Project Staff**

Texoma Area Agency on Aging Director - Judy Conner. Ms. Conner has been with AAA since 2002 and holds a Bachelor's degree in Social Gerontology from Southeastern Oklahoma State University and a Master's degree in Gerontology with Emphasis in Agency Administration from the University of North Texas. Ms. Conner will provide administrative oversight support to ensure appropriate grant management.

Program Manager - Virginia Rhodes attended Grayson College pursuant of a degree in Sociology. She also attended the Denison Chamber of Commerce Leadership Academy. Prior to becoming Program Director with the Texoma Council of Governments, Ms. Rhodes served as Program Coordinator for Texoma RSVP. She was responsible for assisting the Program Director with program compliance in regards to policies and procedures which also included tracking membership information and volunteer hours. Ms. Rhodes has twenty years of managerial experience through her previous employer, TrailBlazer Health Enterprises. Ms. Rhodes worked several years in customer service assisting seniors in a supervisory capacity with Medicare Part B claims, correspondence and appeals. She later worked with medical providers through the Medicare Part B enrollment process from start to finish. Ms. Rhodes led a team of professionals who were responsible for solving high level inquiries which involved direct contact with the Center of Medicare and Medicaid Services, as well as all Medicare Provider Enrollment congressional inquiries. Ms. Rhodes is heavily involved in her church charity efforts and is the organizer of food drives and distributions to those in need throughout the year. She also supports through volunteerism other local community non-profits events such as the Addison MS Walk, March of Dimes, The American Heart Association and the American Cancer Association as time and opportunity permits. Ms. Rhodes' responsibilities include executing policies and ensuring the program is in compliance with all applicable rules and regulations. She also provides program oversight and manages daily operations.

Program Coordinator - Vicky Hestand. Ms. Hestand will work closely with the Program Director. The Program Coordinator will support the Program Director in executing policies and ensuring the program is in compliance with all applicable rules and regulations. The Program Coordinator will serve as a support for all daily functions of the program to include but not limited to coordination between volunteers and volunteer stations, overseeing program activities, public relations, trainings and communications within the community. Prior to accepting the position as Program Coordinator, Vicky Hestand previously served as a Benefits Counselor through the Area Agency on Aging (AAA). Ms. Hestand's prior work experience includes employment in the Medicaid Division with the Dept of Health and Human Services. Ms. Hestand also worked several years at TrailBlazer Health Enterprises assisting with Medicare Part B correspondence. Ms. Hestand is active with local charities such as Women Rock and the Denison Service League.

**Current Operating Budget, Year to Date Financial Statements**

Please see Attachment C and D

**Last Certified Audit (if a young agency, send the last fiscal year's statement and last IRS 990 Filed**

Please see Attachment E

**Verification of Tax Exempt Status**

Please see Attachment F

AUGUST 2018 - MAY 2019

3.1 ED4A/ED27 K-12 SUCCESS

SECTION A: (Please complete entire section)

FGP Volunteer: _____ Volunteer Site: _____ Person completing this Log: _____ Position: _____ Total no. of children in classroom _____ Total no. of immigrants _____	Child ID# or Initials: _____ Age: _____ Grade: _____ Gender: _____ Ethnicity: _____ Military Family: ____ yes ____ no Exceptional Need: _____ (codes on back)
--	---

August 2018

May 2019

Other: \_\_\_\_\_

SECTION B: (Please check only the areas below that you wish to see improvement).

	Indicate with an "X" the area of need the volunteer will focus on with the child	What kind of improvement did you see?				
		None	Little	Moderate	Significant	Extraordinary
1. Improvement in the student's ability to stay focused on assigned tasks?						
2. Improvement in the student's comprehension and completion of assigned tasks?						
3. Improvement in the child's overall academic progress?						

---

Signature: Foster Grandparent  
(Beginning of the Year)

---

Date

---

Signature: Volunteer Station Representative  
(Beginning of the Year)

---

Date

Special or Exceptional Needs Codes

AN: Abused/Neglected  
AY: Adjudicated youth  
DD: Developmentally Delayed/Disabled  
ES: Emotional/Social  
FC: In Need of Foster Care  
HI: Health Impairment  
HE: Hearing Impaired  
  
HY: Homeless youth  
L: Literacy Needs  
LC: Language/ Communication  
LD: Learning Disabled  
ESL: English Second Language  
BB: Boarder Babies  
CH/CA: Children with HIV/AIDS  
SMI: Significantly Medically Impaired

PC: Physically Challenged  
  
SI: Speech Impaired  
TP: Teen Parent  
VI: Visually Impaired  
SA: Substance Abuse  
TI: Terminally Ill  
  
Other \_\_\_\_\_

Special Initiatives [E.G.]:

CI: Child of Incarcerated Parent(s)  
CF: Child in Foster Care

Environmental Limitations

AL: Academic Limitations  
EC: Economic Conditions  
  
SO: Social Conditions

---

Signature: Foster Grandparent (End of Year)

---

Date

---

Signature: Volunteer Station Representative  
(End of Year)

---

Date



NAME \_\_\_\_\_  
 VENDOR # \_\_\_\_\_

NUMBER \_\_\_\_\_

9474

STIPEND BEGIN DATE

10/5/2018

THRU

10/18/2018

DATE	MEALS	HOURS @ STATION	ACCRUED PERSONAL LEAVE	FC/IN-SERVICE/ADMIN	HOLIDAY	BEREAVEMENT	JURY DUTY	MILEAGE/TAPS	ACCOMMODATION (In-kind)
10/5/2018	Fri								
10/8/2018	Mon								
10/9/2018	Tue								
10/10/2018	Wed								
10/11/2018	Thu								
10/12/2018	Fri								
10/15/2018	Mon								
10/16/2018	Tue								
10/17/2018	Wed								
10/18/2018	Thu								
<b>TOTAL</b>									

FOSTER GRANDPARENT SIGNATURE / DATE \_\_\_\_\_

AUTHORIZED STATION SIGNATURE / DATE \_\_\_\_\_

VOLUNTEER: By signing, I certify that this information is true, correct and complete to the best of my knowledge. I certify that I had a valid driver's license and that liability insurance in the minimum amount required by law was in force at the time of travel.  
 STATION SUPERVISOR: By signing, I certify that this claim is true and correct to the best of my knowledge.

\*\*\*\*\* DO NOT WRITE BELOW THIS LINE \*\*\*\*\*

STIPEND	\$2.65/Hr X	Hrs.	
MILEAGE	\$0.30/Hr X	Miles	
	\$1.00/Taps X	Taps	
<b>TOTAL CHECK</b>			

Account # 510-50-50000 66551775-50-00-3  
 Account # 510-50-50000 6614-775-50-00-3  
 CHECK # \_\_\_\_\_

Date \_\_\_\_\_ Vendor # \_\_\_\_\_ Amount \_\_\_\_\_  
 FGP Staff Signature/Date \_\_\_\_\_  
 Ex Director Signature/Date \_\_\_\_\_

APPROVALS \_\_\_\_\_

Texoma Regional Foundation Budget  
FY 2018

**Revenues**

Grant Revenue	\$ 30,000.00
Local Revenue	<u>\$ 50.00</u>
Total Revenues	\$ 30,050.00

**Expenditures**

Grant Expenditure	\$ 30,000.00
Local Expenditure	<u>\$ 50.00</u>
Total Expenditures	\$ 30,050.00

Net Income/Loss \$ -

**ATTACHMENT C**

## Texoma Regional Foundation

1/1/2018 through 10/30/2018 (Cash Basis)

Date	Account	Num	Description	Memo	Clr	Amount
Revenue						
Grant Income						
				Beginning Balance		54,776.01
2/28/2018	Checking	DEP	United Way Cooke County	AAA - Care Coordination	R	7,375.00
4/2/2018	Checking	DEP	United Way Cooke County	AAA - Care Coordination	R	7,500.00
7/7/2018	Checking	DEP	United Way Cooke County	AAA - Care Coordination	R	7,500.00
9/14/2018	Checking	DEP	United Way Cooke County	AAA - Care Coordination	R	7,500.00
				Total Revenue		<u>84,651.01</u>
EXPENSES						
Grant Expense						
6/28/2018	Checking	115	TCOG Care Coordination UW	United Way Cooke	R	-15,000.00
6/28/2018	Checking	116	TCOG sr Corps	United Way of Grayson County	R	-2,200.00
7/12/2018	Checking	114	TCOG Care Coordination	Livengood	R	-40,000.00
9/19/2018	Checking	118	TCOG Care Coordination UW	United Way Cooke		-7,500.00
				Total Expenses		<u>-64,700.00</u>
				Net Over/(Under)		<u>19,951.01</u>





**Part V Other Information** (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V

		Yes	No
<b>33</b>	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O . . . . .		✓
<b>34</b>	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions) . . . . .		✓
<b>35a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)? . . . . .		✓
<b>b</b>	If "Yes" to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O . . . . .		
<b>c</b>	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III . . . . .		✓
<b>36</b>	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N . . . . .		✓
<b>37a</b>	Enter amount of political expenditures, direct or indirect, as described in the instructions ▶ <b>37a</b> _____		
<b>b</b>	Did the organization file <b>Form 1120-POL</b> for this year? . . . . .		✓
<b>38a</b>	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return? . . . . .		✓
<b>b</b>	If "Yes," complete Schedule L, Part II and enter the total amount involved . . . . . <b>38b</b> _____		
<b>39</b>	Section 501(c)(7) organizations. Enter:		
<b>a</b>	Initiation fees and capital contributions included on line 9 . . . . . <b>39a</b> _____		
<b>b</b>	Gross receipts, included on line 9, for public use of club facilities . . . . . <b>39b</b> _____		
<b>40a</b>	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ _____; section 4912 ▶ _____; section 4955 ▶ _____		
<b>b</b>	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I . . . . .	<b>40b</b>	✓
<b>c</b>	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 . . . . . ▶ _____		
<b>d</b>	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization . . . . . ▶ _____		
<b>e</b>	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T . . . . .	<b>40e</b>	✓
<b>41</b>	List the states with which a copy of this return is filed ▶ <b>none</b>		
<b>42a</b>	The organization's books are in care of ▶ <b>Rodrigo Muysount</b> Telephone no. ▶ <b>(903) 813-3518</b> Located at ▶ <b>1117 Gallagher Drive, Sherman, TX</b> ZIP + 4 ▶ <b>75090</b>		
<b>b</b>	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: ▶ _____ See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	<b>42b</b>	✓
<b>c</b>	At any time during the calendar year, did the organization maintain an office outside the United States? If "Yes," enter the name of the foreign country: ▶ _____	<b>42c</b>	✓
<b>43</b>	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of <b>Form 1041</b> —Check here <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year . . . . . ▶ <b>43</b> _____		
<b>44a</b>	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ . . . . .	<b>44a</b>	✓
<b>b</b>	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ . . . . .	<b>44b</b>	✓
<b>c</b>	Did the organization receive any payments for indoor tanning services during the year? . . . . .	<b>44c</b>	✓
<b>d</b>	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O . . . . .	<b>44d</b>	
<b>45a</b>	Did the organization have a controlled entity within the meaning of section 512(b)(13)? . . . . .	<b>45a</b>	✓
<b>b</b>	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions) . . . . .	<b>45b</b>	✓

**46** Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I . . . . . **46**

Yes	No
	✓

**Part VI Section 501(c)(3) organizations only**

All section 501(c)(3) organizations must answer questions 47–49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI . . . . .

**47** Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II . . . . . **47**

Yes	No
	✓

**48** Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E . . . . . **48**

Yes	No
	✓

**49a** Did the organization make any transfers to an exempt non-charitable related organization? . . . . . **49a**

Yes	No
	✓

**b** If "Yes," was the related organization a section 527 organization? . . . . . **49b**

Yes	No

**50** Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
None				

**f** Total number of other employees paid over \$100,000 . . . . . ▶ **0**

**51** Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
None		

**d** Total number of other independent contractors each receiving over \$100,000 . . . . . ▶ **0**

**52** Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A . . . . . ▶  **Yes**  **No**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here** Signature of officer: James R. McBroom, Texoma Regional Foundation Executive Director Date: 2/28/2018  
Type or print name and title

**Paid Preparer Use Only** Print/Type preparer's name: \_\_\_\_\_ Preparer's signature: \_\_\_\_\_ Date: \_\_\_\_\_ Check  if self-employed PTIN: \_\_\_\_\_  
Firm's name ▶ \_\_\_\_\_ Firm's EIN ▶ \_\_\_\_\_  
Firm's address ▶ \_\_\_\_\_ Phone no. \_\_\_\_\_

May the IRS discuss this return with the preparer shown above? See instructions . . . . . ▶  **Yes**  **No**



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Texoma Regional Foundation  
File Number: 801812357

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/03/2013

Effective: 07/03/2013



A handwritten signature in black ink, appearing to read "John Steen".

John Steen  
Secretary of State

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **DEC 23 2013**

TEXOMA REGIONAL FOUNDATION  
C/O WILLIAM W LINDSAY  
1117 GALLAGHER DRIVE  
SHERMAN, TX 75090-3107

Employer Identification Number:  
46-3122778  
DLN:  
17053246353003  
Contact Person:  
JOHN J KOESTER ID# 31364  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
July 3, 2013  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947