



TCOG Governing Board

Meeting Agenda

1117 Gallagher Drive, Sherman, Texas
Thursday, June 18, 2020 – 5:30 p.m.

- A. Call to Order & Declaration of a Quorum
- B. Invocation and Pledges
- C. Welcome Guests
- D. Induct New Governing Board Members for 2020-2022
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. Elect Governing Board Officers for 2020-2021 and appoint Subcommittee Members
- F. Executive Director's Report
 - 1. Strategic Plan Update
- G. Approval of Minutes: Approve Meeting Minutes for May 21, 2020 – page 2
- H. Action
 - 1. Household Hazardous Waste (HHW) Collection Event (RS): Approve a HHW collection event for October 10, 2020.
Molly Guard, GIS & Planning Program Manager – page 3
 - 2. Economic Development Administration (EDA) COVID-19 Recovery Grant Opportunity (RS): Approve submission of application to EDA for COVID-19 recovery and resilience activities.
Molly Guard, GIS & Planning Program Manager – page 4
 - 3. FY2020 Comprehensive Energy Assistance Program and Coronavirus Aid, Relief, and Economic Security Act (CEAP-CV) through Texas Department of Housing and Community Affairs (TDHCA) (ES): Authorize acceptance of the FY2020 CEAP-CV contract and funding.
Judy Fullylove, Energy Services Department Director – page 8
 - 4. FY2020 Community Services Block Grant Program and Coronavirus Aid, Relief, and Economic Security Act (CSBG-CV) through TDHCA (ES): Authorize acceptance of the FY2020 CSBG-CV contract and funding.
Judy Fullylove, Energy Services Department Director – page 35
 - 5. FYE 2020 Cost Pool Budgets Update (AF): Accept recommendation, if any, regarding TCOG's FYE 2020 Cost Pool Budgets.
Mindi Jones, Finance Director – page 56
 - 6. FYE 2020 Cost Pool Allocations (AF): Accept recommendation, if any, regarding TCOG's FYE 2020 Cost Pool Budget Rate changes.
Mindi Jones, Finance Director
- I. President's Report
- J. Adjourn

APPROVAL


Eric M. Bridges, Executive Director

AS: Aging Services Department AF: Administration & Finance Department CS: Client Services Department ES: Energy Services RS: Regional Services

Pursuant to the Texas Open Meeting Act, Government Code Chapter 551 one or more of the above items may be considered in executive session closed to the public, including but not limited to consultation with attorney pursuant to Texas Government Code Section 551.071 and Section 551.074 arising out of the attorney's ethical duty to advise TCOG concerning legal issues arising from an agenda item. Any decision held on such matter will be taken or conducted in open session following the conclusion of the executive session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Administration & Finance at 903-813-3514 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted online at <https://www.tcog.com> and physically posted at the Texoma Council of Governments offices in a place readily accessible to the public. The Agenda was also emailed to the County Clerk offices in Cooke and Fannin counties, TX on Friday, May 15, 2020.

Members Present: Ken Keeler, Teresa Adams, Stan Thedford, Debbie Barnes-Plyler, Bryan Wilson, Jeff Whitmire, Randy Moore, Bob Rhoden, Jason Brinkley, Scott Neu

Members Absent: Josh Brinkley, Josh Stevenson, Craig Jezek, Cecil Jones, Tony Rodriguez

- A. Jason Brinkley called the meeting to order and declared a quorum at 5:30.
- B. Randy Moore provided an invocation.
- C. Jason Brinkley referred to record for attendance of guests. Guests and staff included Sean Norton, Judy Fullylove, Eric Bridges, Mindi Jones, Judy Conner, Delano Smith, and Marsha Wilson
- D. Eric Bridges referred the board to the Strategic Plan Update document distributed via email for updates. He additionally discussed the COVID-19 survey of area businesses and COVID-19 funding opportunities.
- E. Jeff Whitmire made a motion to approve the meeting minutes for April 23, 2020. Randy Moore seconded the motion. Motion carried unanimously.
- F. **Action**
 - 1. Ken Keeler made a motion to ratify and approve 2020 CEAP contract amendment with TDHCA. Teresa Adams seconded the motion. Motion carried unanimously.
 - 2. No action was taken regarding TCOG's FYE 2020 Cost Pool Budgets
 - 3. No action was taken regarding TCOG's FYE 2020 Cost Pool Budget Rates..
- G. Jason Brinkley appointed Scott Neu, Bob Rhoden, and Tony Rodriguez to a nominating committee for board officers and subcommittee members. Jason Brinkley also referred to a recent National Association of Counties (NACO) phone call in which discussion focused on a "revenue share bill" that would push money to cities and counties in an effort to offset lost revenues due to COVID-19. There is some traction on bills and bipartisan movement. He discussed a dollar figure of roughly \$80b to counties through the state. Finally, Jason Brinkley recognized members of the Governing Board who were rolling off due to their term expiring. These members include: Debbie Plyler, Craig Jezek, and Josh Brinkley.
- H. Jason Brinkley adjourned the meeting at 6:01 p.m.

TO: TCOG Governing Board
THRU: Eric M. Bridges, Executive Director *EMB*
FROM: Molly Guard, GIS & Planning Program Manager *MG*
DATE: June 5, 2020
RE:: Household Hazardous Waste (HHW) Collection Event

RECOMMENDATION

Approve a HHW collection event for October 10, 2020.

BACKGROUND

TCOG has a renewable grant from the Texas Commission on Environmental Quality (TCEQ). Currently, this grant funds the Municipal Solid Waste (MSW) program through TCOG's Regional Services department.

Previously, drop-off HHW collection events were held in each county, every other year, occurring simultaneously at a designated site in each county. Items accepted included electronics, tires, and household hazardous waste. The event was free to residents of any city in Fannin, Cooke and Grayson counties. The high-demand events are always well attended and are designed to protect our region from the adverse effects of hazardous waste dumping, saving cities and counties the high cost of HHW disposal fees and reducing the cost of crews having to pick up/dispose of these items.

The last tri-county HHW event was held April 20, 2019, and reached full capacity within two (2) hours at each site. Residents waited in long lines and some were turned away.

DISCUSSION

The NRAC advisory committee has worked over the past few months to come up with an action plan going forward to address the high demand in the region for HHW collection and limited TCEQ funds. This has allowed us to educate on ways to reduce the stockpiling of HHW in our region, while limiting the size of HHW Collection events we host.

On June 5, 2020, the NRAC met and made the recommendation to host one (1) HHW collection event this fall, with strict volume limits and by appointment only, to reduce the cost of HHW disposal and the wait times of participants. The proposed date is Saturday, October 10th. Subsequent small events are scheduled to be held in 2021.

BUDGET

\$20,000

TO: TCOG Governing Board
THRU: Eric M. Bridges, Executive Director *EMB*
FROM: Molly Guard, GIS & Planning Program Manager *MG*
DATE: June 11, 2020
RE:: Economic Development Administration (EDA) COVID-19 Recovery Grant Opportunity

RECOMMENDATION

Approve submission of application to EDA for COVID-19 recovery and resilience activities.

BACKGROUND

The U.S. Department of Commerce's EDA recently received a supplemental appropriation to "prevent, prepare for, and respond to coronavirus [...] including for necessary expenses for responding to economic injury as a result of coronavirus," as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). As part of EDA's CARES Act Recovery Assistance, EDA is inviting certain institutional grantees, including Economic Development Districts (EDDs) and Indian Tribes that currently receive partnership planning grants to apply for supplemental awards to help respond to the unusual and compelling urgency of the COVID-19 pandemic.

DISCUSSION

EDA has invited TCOG to apply for a supplemental financial assistance award to implement a pre-approved scope of work. The scope of work will allow TCOG to utilize disaster response planning and assist businesses in the region with implementing pandemic recovery and resilience activities. A consultant and an additional economic development staff position will be hired for the two (2) year duration of the project. The grant period would be July 1, 2020 through June 31, 2022. It is not expected to be renewable.

The Executive Committee has approved submission and acceptance, if awarded, of a \$400,000 grant application. The budget and project description are included in the following pages.

BUDGET

Up to \$400,000

Statement of Need:

In April 2020, a brief survey was conducted with Texoma-area businesses to ascertain the effect of COVID-19 on local communities. The 37 respondents represented various professions, including retail, food service, nonprofit and others, and the majority were locally owned. When questioned about the effects of COVID-19 on their businesses, ten reported a disruption in the supply chain; thirteen listed reduced hours of operation; and nine said employee hours had been reduced. Just over 98% reported sufficient cash to remain in operation for one to six months, and 97% expected a decrease in sales/revenues when compared to the same quarter in 2019. These data mirror situations in other parts of the US and the world, and present a call to action that should not be ignored.

Proposed Project:

This project will create a short- and long-term economic development plan to increase economic resiliency and recovery from pandemic disaster, specifically addressing the economic impacts of the coronavirus pandemic. It will be based on the regional CEDS, and result from a process conducted over approximately twenty-four months beginning upon contract award. The plan process will include participation from local economic development organizations, business owners, major employers, local officials, and the public. Utilization of subject matter experts will ensure that the plan is plausible and serves as a useful tool for all phases of a disaster. In addition, the public will be welcome to attend all meetings and encouraged to participate and comment on the plan during the development process.

PHASE 1 - Organize Resources:

Effective planning efforts result in practical and useful plans, but written plans are only one element in the process. The planning process is as important as the plan itself. A successful planning process organizes resources by encouraging cooperation and bringing together a cross-section of business owners, local employers, concerned citizens and other stakeholders to reach consensus on how to achieve a desired outcome or resolve a community issue. Applying a community-wide approach and including multiple perspectives adds validity. Those involved gain a better understanding of the problem and have input on needed solutions and actions. The result is a common set of community values and widespread support for directing financial, technical, and human resources to an agreed upon action. To create a comprehensive region-wide approach this project will ensure:

- An open public involvement process to encourage community participation. This includes hosting posted public meetings in multiple locations, to provide easier accessibility.

- Review and incorporation of existing local and regional plans, studies, reports, technical information, and other research.
- Support and information from other government programs and agencies such as the Economic Development Administration (EDA), US Bureau of Labor Statistics, US Census Bureau, US Department of Commerce, Small Business Administration, and others.

PHASE 2 – Identify Economic Assets and Vulnerability:

An inventory of current assets and economic drivers will define the region's vulnerability. Economic assets and drivers include demographics, major employers, workforce characteristics, tourism, economic growth patterns and critical infrastructure. A worst-case scenario will be utilized to identify the vulnerability of identified assets.

PHASE 3 –Strategies:

Based on the worst-case scenario, a series of strategies will be developed to mitigate economic impact and build resiliency. Since oftentimes economic recovery resources are limited, a list of possible funding sources will be included to assist in the implementation of identified strategies. Technical assistance will be offered to communities and businesses, utilizing the strategies and funding sources that have been identified.

PHASE 4 –Development:

Plan development will include and build on the data gathered in the previous phases, as well as the current Comprehensive Economic Development Strategy (CEDS). It will provide a series of goals and objectives identified in conjunction with community and subject matter experts. Data from the economic asset identification and vulnerability analysis will be used to develop a worst-case scenario. This scenario will be utilized to test the effectiveness of the newly developed strategies.

PHASE 5 – Plan Completion and Maintenance:

Subject matter experts in both the economic development and emergency management fields will review the draft plan. The posting of the plan on the TCOG website will allow for public review and comment prior to plan finalization and project closeout.

CEDS Inclusion:

Preparedness plans need to be a living document to ensure effectiveness. This plan will eventually become part of the Texoma Regional CEDS and will be reviewed and updated as part of the recurring CEDS Committee process.

AUTHORIZED BUDGET

Project Budget	
Federal Share (EDA)	\$ 400,000
Non-Federal Matching Share	\$ -
Total Project Cost	\$ 400,000
Federal Grant Rate	\$ 1

Personnel	\$ 127,805
Fringe Benefits	\$ 41,379
Travel	\$ 27,840
Equipment	\$ -
Supplies	\$ 6,662
Contractual	\$ 126,000
Construction	\$ -
Other	\$ 10,000
Total Direct Charges	\$ 339,686
Indirect Charges	\$ 60,314
Total Project Budget	\$ 400,000

TO: TCOG Governing Board
THRU: Eric M. Bridges, Executive Director *EMB*
FROM: Judy Fullylove, Energy Services Department Director *JF*
DATE: June 11, 2020
RE: FY2020 Comprehensive Energy Assistance Program and Coronavirus Aid, Relief, and Economic Security Act (CEAP-CV) through Texas Department of Housing and Community Affairs (TDHCA)

RECOMMENDATION

Authorize acceptance of the FY2020 CEAP-CV contract and funding.

BACKGROUND

Texoma Council of Governments shall assist households that are low-income that have been economically impacted by the Coronavirus pandemic (COVID-19), to use home energy assistance to help, prevent, prepare for, or respond to COVID-19. Priority will be 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.

DISCUSSION

The contract serves residents of Collin, Cooke, Denton Fannin, Grayson, Hunt, and Rockwall counties. Contract period March 27, 2020 through July 30, 2021. Income eligibility is up to 150% of the Federal Poverty Level.

BUDGET

\$2,675,677 will support direct services to clients, salary, fringe benefits, administrative and indirect costs.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58990003315
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) AND
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(CFDA # 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2001TXE5C3
Award Year (Year of Award from HHS to TDHCA): 2020
Unique Entity Identifier Number: 879884815

SECTION 1. PARTIES TO THE CONTRACT

This 2020 Comprehensive Energy Assistance Program and CARES Act Contract Number **58990003315** ("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 **March 27, 2020**, and, unless earlier terminated, shall end on **July 30, 2021** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

- A. Subrecipient's Service Area under this Contract consists of the following counties: **COLLIN, COOKE, DENTON, FANNIN, GRAYSON, HUNT, ROCKWALL**
- B. Subrecipient shall 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.*), except for 42 U.S.C. §8626(b)(2)(B), (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) ("LIHEAP Act"), Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) ("CARES Act"), Chapter 2105 of the Texas Government Code ("State Act"), Chapters 2105 and 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 (collectively, "State Rules"), the LIHEAP State Plan, 2 CFR Part 200 (as applicable), Subrecipient's "Service Delivery Plan" in accordance with 10 TAC §6.306, 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 Performance Statement attached as Exhibit B and incorporated herein for all relevant purposes, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Addendum E 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.
- C. Subrecipient shall assist "Households" that are "Low-Income" that have been economically impacted by the Coronavirus Disease 2019 pandemic ("COVID-19,") to use home energy assistance to help, prevent, prepare for, or respond to COVID-19 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 10 TAC §6.2.

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 during the Contract Term for administrative expenditures and program services costs and direct services expenditures in accordance with 10 TAC §6.308, 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 CEAP and CARES Act funds from the U.S. Department of Health and Human Services ("HHS"). 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 not used to prevent, prepare for, or respond to the COVID-19;
 2. is subject to reimbursement by a source other than Department;
 3. 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;
 4. is not incurred during the Contract Term;
 5. 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
 6. 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 allowable costs actually 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 **\$2,675,677.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. REQUEST FOR ADVANCE. Subrecipient may request an advance for up to thirty (30) days. Subrecipient's request for cash advance shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient or an advance of \$5,000, whichever is greater. In carrying out the purpose of this Contract. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure and performance report to 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, together with such supporting documentation as the Department may reasonably request.
- B. DISBURSEMENT PROCEDURES. 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. DEPARTMENT OBLIGATIONS. Subsection 5(A) of this Contract 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 at any time (1) Subrecipient maintains cash balances in excess of need 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) Subrecipient owes the Department funds, or (4) Subrecipient violates any of the terms of this Contract.
- D. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CEAP and CARES Act contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.
- E. REFUND. 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 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

- A. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CEAP and CARES Act contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.
- B. INDIRECT COST RATE. Subrecipient has an approved indirect cost rate of **35.66%**, as detailed in the letter from the cognizant agency.
- C. AUDIT REQUIREMENTS. Audit requirements are set forth in the Texas Single Audit Act and Subpart F of 2 CFR Part 200. The expenditure threshold requiring an audit is \$750,000 of Federal funds.
- D. AUDIT REVIEW. 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. CERTIFICATION FORM. For any fiscal year ending within or one year 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. 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 by electronic mail to SAandACF@tdhca.state.tx.us.
- F. 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.

SECTION 7. DEOBLIGATION, TERMINATION AND SUSPENSION

- A. DEOBLIGATION. The Department may deobligate funds from Subrecipient in accordance with 10 TAC §1.411 and Chapter 2105 of the Texas Government Code. The Department may also deobligate funds from this Contract in whole or in part if Subrecipient missing any of the expenditure deadlines listed in the Performance Statement attached as Exhibit B to this Contract.
- B. TERMINATION. Pursuant to 10 TAC §§2.202 and 2.203, 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 or for any costs that are disallowed.

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, the CARES 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. For purposes of compliance monitoring, all associated documentation must be readily available, whether stored electronically or hard copy to demonstrate compliance with Subrecipient Performance as outlined in Section 3.
- 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.

F. CARES ACT FUNDS. Subrecipient shall track, account for, and report on this funding separate from its regular FY 2020 CEAP funding.

G. SUBCONTRACTS. Subrecipient shall include the substance of this Section 9 in all subcontracts.

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 and CARES Act 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 CA Performance Measures 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, deobligate, withhold, or suspend any or all payments otherwise due or requested by Subrecipient hereunder, and/or initiate proceedings to terminate this Contract in accordance with Section 7 of this Contract.
- F. UNIQUE 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 at least 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. 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 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. Department may issue such corrective actions in accordance with 10 TAC §2.203.

SECTION 15. INDEPENDENT SUBRECIPIENT

Subrecipient is 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 subgrant funds under this Contract or 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 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

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 10 TAC §1.408. 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. PAYMENT AND PERFORMANCE BOND. 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. INSURANCE. 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 CARES 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 the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 U.S.C. §701, *et seq*) and HUD's implementing regulations including, without limitation, 2 CFR Parts 182 and 2429.
- 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. INFORMATION SECURITY AND PRIVACY REQUIREMENTS.
1. General. Subrecipient shall comply with the information security and privacy requirements under 10 TAC §1.24 to ensure the security and privacy of Protected Information (as said term is defined under 10 TAC §1.24).
 2. Information Security and Privacy Agreement ("ISPA"). Prior to beginning any work under this Contract, Subrecipient shall either (i) have an effective, fully executed ISPA, as required by 10 TAC §1.24, on file with the Department, or (ii) will execute and submit to the Department an ISPA in accordance with instructions found on the Department's website at the "Information Security and Privacy Agreement" link.
- E. 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. 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 and including a copy of the results in its project files. After said verification, Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors during the term of the subcontractor’s agreement. Subrecipient may subsequently rely upon a certification of a 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 28, in all its subcontracts.

SECTION 29. 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 30. 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 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. 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 33. ORAL AND WRITTEN AGREEMENTS

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

SECTION 34. 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.
- 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 35. 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 10 TAC §6.8.

SECTION 36. USE OF ALCOHOLIC BEVERAGES

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

SECTION 37. 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, disease pandemics, 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 38. 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 39. 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 40. 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 41. 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 42. 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 42.

- C. Subrecipient shall provide contact information to the Department in accordance with 10 TAC §6.6.

SECTION 43. 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 44. LIMITATION ON ABORTION FUNDING

- A. Pursuant to Chapter 2272 of the Texas Government Code, to the extent allowed by federal and state law, the Department may not enter into this Contract with an "abortion provider" or an "affiliate" of an abortion provider, as said terms are defined thereunder, if funds under this Contract are appropriated from state or local tax revenue.
- B. By execution of this Contract, the Subrecipient hereby certifies that, as a condition of receipt of any funds under this Contract from state or local tax revenue, it is eligible to receive said funds, and that it will not utilize said funds in any way contrary to this Section 44 during the Contract Term.

SECTION 45. 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 46. FEDERAL AND STATE WAIVERS AND ALTERNATIVE REQUIREMENTS

- A. 10 TAC §6.304 does not apply to this Contract because of the alternative expenditure requirements under the CARES Act.
- B. The sentence “The first bill payment may cover two separate fuel sources” in 10 TAC §6.309(h)(1)(B) has been waived by the Department from March 27, 2020 through December 31, 2020.

EXECUTED to be effective on **March 27, 2020**

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 58990003315
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(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,
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 58990003315
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(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 58990003315
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(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 58990003315
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(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 58990003315
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(CFDA # 93.568)

ADDENDUM E

PRWORA REQUIREMENTS

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") or ("Act"), 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.

There are certain types of assistance that are not subject to the Act's restriction on access to public benefits based on immigration status. This includes activities that: (1) deliver in-kind services at the community level, (2) are necessary for the protection of life or safety, and (3) do not condition the provision of assistance on the applicant's income or resources.

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.

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

Subrecipient shall:

(1) System Use.

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

(g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance. Contact information can be found at <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 seeking 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 (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, (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 Addendum E 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 Addendum E and the SAVE Program requirements by its authorized agents or designees;

(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 Addendum E, SAVE Program procedures or other applicable law, regulation or policy; and

(j) Provide Department and SAVE Monitoring and Compliance with the current e-mail, U.S. postal service address, physical address, name and telephone number Users authorized representative for any notifications, questions or problems that may arise in connection with Users participation in SAVE and with notification of changes in the benefit offered by the User.

(3) Criminal Penalties.

(a) 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.

(b) 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.

(4) Third Party Liability.

(a) 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.

(b) 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.

(5) 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

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

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

(6) Certification.

The undersigned hereby certifies to the Department that all information herein is true and correct to the best of their knowledge and belief. The purpose of this statement is to certify that **Texoma Council of Governments** (Subrecipient):

☐ Is NOT a private nonprofit charitable organization and is an entity created by State Statute and affiliated with a state or governmental entity (such as a housing finance agency, public housing authority, unit of local government, council of governments, county, etc.)

Certification must have the signature from a representative with authority to execute documents on the Subrecipient's behalf.

I certify that I understand that fines and imprisonment up to five years are penalties for knowingly and willingly making a materially false, fictitious, or fraudulent statement or entry in any matter under the jurisdiction of the federal government (18 U.S.C. Sec. 1001).

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 58990003315
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(CFDA # 93.568)

EXHIBIT A

BUDGET

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

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 2,675,677.00</u>	CEAP FUNDS CURRENTLY AVAILABLE
<u>\$ 0.00</u>	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 193,184.00	-
Direct Services	\$ 2,482,493.00	-
TOTAL CEAP BUDGET	\$ 2,675,677.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 1,076,285.00	43.36
Utility Assistance	\$ 1,076,285.00	43.36
Program Services	\$ 329,923.00	13.29
TOTAL DIRECT SERVICES	\$ 2,482,493.00	100.00

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 58990003315
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(CFDA # 93.568)

EXHIBIT B

PERFORMANCE STATEMENT

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

**PERFORMANCE BENCHMARKS AS REFLECTED THROUGH THE MONTHLY EXPENDITURE AND
PERFORMANCE REPORT**

The original amount of funds awarded under this Contract can be found in Section 4F.

1. By September 15, 2020, Subrecipient must demonstrate expenditure of 25% or greater of the original amount funds awarded under this Contract;
2. By December 15, 2020, Subrecipient must demonstrate expenditure of 40% or greater of the original amount funds awarded under this Contract;
3. By March 15, 2021, Subrecipient must demonstrate expenditure of 60% or greater of the original amount funds awarded under this Contract;
4. By June 15, 2021, Subrecipient must demonstrate expenditure of 80% or greater of the original amount funds awarded under this Contract;
5. Subrecipient must submit a final Monthly Expenditure and Performance Report no later than 45 days after the end of the Contract Term.

TO: TCOG Governing Board
THRU: Eric M. Bridges, Executive Director *EMB*
FROM: Judy Fullylove, Energy Services Department Director *JF*
DATE: June 11, 2020
RE: FY2020 Community Services Block Grant Program and Coronavirus Aid, Relief, and Economic Security Act (CSBG-CV) through Texas Department of Housing and Community Affairs (TDHCA)

RECOMMENDATION

Authorize acceptance of the FY2020 CSBG-CV contract and funding.

BACKGROUND

FY2020 CSBG-CV funds provide direct client assistance to low-income households impacted by COVID-19. Texoma Council of Governments shall operate on an equitable basis throughout the region and shall utilize CSBG-CV funds for the reduction of poverty, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient.

DISCUSSION

The contract provides direct services to low-income residents of Cooke, Fannin, and Grayson counties. Contract period March 27, 2020 through July 31, 2021. Income eligibility is up to 200% of the Federal Poverty Level.

BUDGET

\$317,412 will support direct services to clients, salary, fringe benefits and indirect costs

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61200003356 FOR THE
FY 2020 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
and Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
CFDA#93.569

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: G-200ITXCSC3
Award Year (Year of Award from HHS to TDHCA): 2020
Unique Entity Identifier Number: 879884815

SECTION 1. PARTIES TO THE CONTRACT

This 2020 Community Services Block Grant Program and CARES ACT Contract Number **61200003356** ("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 **March 27, 2020**, and, unless earlier terminated, shall end on **July 31, 2021**, unless extended by written agreement, ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA

- A. Subrecipient's Service Area under this Contract consists of the following counties: **COOKE, FANNIN, GRAYSON**
- B. Subrecipient throughout its Service Area shall implement a Community Service Block Grant Program ("CSBG") in accordance with the provisions of Chapter 106 of the Community Services Block Grant Act (42 U.S.C. §9901 *et seq.*) as amended by the "Community Services Block Grant Amendments of 1994" (Public Law 103-252) and the Coats Human Services Reauthorization Act of 1998 (Public Law 105-285) ("CSBG Act"); and Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) ("CARES Act"); Chapters 2105 and 2306 of the Texas Government Code ("State Act"); the implementing state regulations under Title 10, Part 1, Chapter 1, Chapter 2, and Chapter 6, Subchapters A and B of the Texas Administrative Code, as amended or supplemented from time to time ("CSBG State Rules"); and the Department's guidance related to CSBG. Subrecipient further agrees to comply with the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements attached hereto as Addendum A, Certification Regarding Drug-Free Workplace Requirements attached hereto as Addendum B, Certification Regarding Environmental Tobacco Smoke attached hereto as Addendum C, Certification Regarding Debarment, Suspension and Other Responsibility Matter attached hereto as Addendum D; the assurances, certifications, and all other statements made by Subrecipient in its application for CSBG-CV funding under this Contract; and with all other terms, provisions, and requirements herein set forth. The certifications and addendums attached hereto are incorporated herein for all relevant purposes.
- C. Subrecipient shall operate on an equitable basis throughout Subrecipient's service area and shall utilize CSBG-CV funds for the reduction of poverty, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient in accordance with the Organizational Standards adopted by the Department and as further reflected in 10 TAC §6.206. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §§9901, 9907 excluding subsection (c), and 9908.

- D. Subrecipient agrees to perform all activities in accordance with the community action plan, referenced in Section 34 of this Contract, the terms of the performance statement to be submitted with the community action plan amendment no later than July 15, 2020, and as approved by the Department (as may be amended from time to time in writing) and the budget to be submitted with the community action plan amendment no later than July 15, 2020, and as approved by the Department (as may be amended from time to time in writing).

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term in an amount up to **\$321,262.00** in accordance with the budget as approved by the Department with the community action plan (as may be amended in writing), and the terms of this Contract.
- B. Any decision to obligate additional funds shall be made in writing by Department in its sole but reasonable discretion based upon the status of funding under grants to Department 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 adequate CSBG and CARES Act ("CSBG-CV") funding from the U.S. Department of Health and Human Services ("HHS") and the State of Texas. If sufficient CSBG-CV 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 shall not be liable to Subrecipient for certain costs, including but not limited to costs which:
1. have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;
 2. are not allowable costs, as set forth in the CSBG Act and the CARES Act;
 3. are not strictly in accordance with the terms of this Contract, including the addendums;
 4. have not been reported to Department within forty-five (45) calendar days following termination of this Contract;
 5. are not used to prevent, prepare for, or respond to the Coronavirus Disease 2019 pandemic ("COVID-19"); or are not incurred during the Contract Term.
- E. Department shall not release any funds under this Contract until Department has determined in writing that Subrecipient's fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for such funds.
- F. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for allowable costs actually incurred or performances rendered during the Contract Term for activities specified in the CSBG Act and the CARES Act.

SECTION 5. PAYMENT/CASH BALANCES

- A. REQUEST FOR ADVANCE. Subrecipient may request an advance for up to thirty (30) days. Subrecipient's request for cash advance shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient or an advance of \$5,000, whichever is greater. In carrying out the purpose of this Contract, Subrecipient must request an advance payment by submitting a properly completed monthly expenditure and performance report to 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, together with such supporting documentation as the Department may reasonably request.

- B. DISBURSEMENT PROCEDURES. Subrecipient shall establish procedures to minimize the time between the disbursement of CSBG-CV funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. DEPARTMENT OBLIGATIONS. Section 5(A) of this Contract 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 CSBG-CV funds if at any time (1) Subrecipient maintains cash balances in excess of need 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) Subrecipient owes the Department funds, or (4) Subrecipient violates any of the terms of this Contract.
- D. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population not to exceed 200% of the official poverty line for services of Subrecipient's Service Area incurred during the Contract Term. In addition, Subrecipient may incur costs for activities associated with the closeout of the Contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.
- E. REFUND. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment. Subrecipient shall make such refund within fifteen (15) calendar days after the Department's request.
- F. REPAYMENT. Subrecipient shall repay funds that the Department determines has not been spent strictly in accordance with the terms of this Contract and by which the period of obligation has expired. Subrecipient shall make such repayment within fifteen (15) calendar days after the Department's request.

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

- A. ADMINISTRATIVE REQUIREMENTS AND 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 the state Uniform Grant Management Standards, 34 TAC §20.421 in effect on the effective date of this Contract ("UGMS"), except as preempted by Cost Principles of Subpart E of 2 CFR Part 200 which apply to Subrecipients of Community Services Block Grant funds pursuant to 42 U.S.C. §9916(a)(1)(B). All references in UGMS to "local government" shall be construed to mean Subrecipient.
- B. INDIRECT COST RATE. Subrecipient has an approved indirect cost rate of **35.66%**.
- C. AUDIT REQUIREMENTS. Audit requirements are set forth in the Texas Single Audit Act and Subpart F of 2 CFR Part 200. The expenditure threshold requiring an audit is \$750,000 of Federal funds.
- D. AUDIT REVIEW. 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. CERTIFICATION FORM. For any fiscal year ending within or one year 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. 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 by electronic mail to: SAandACF@tdhca.state.tx.us.

- F. 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.

SECTION 7. TERMINATION AND SUSPENSION

- A. TERMINATION. As per 10 TAC §§2.202 and 2.203 and subject to the CSBG Act/IM-116, 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 this Contract.
- B. SUSPENSION. As per 10 TAC §§2.202 and 2.203 and subject to the CSBG Act/IM-116, Department may suspend this Contract, in whole or in part, at any time Department determines that there is cause for 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.
- C. LIABILITY. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract, or for any costs that are disallowed.
- 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 the Parties.

SECTION 8. PROHIBITED USE OF FUNDS

- A. Subrecipient may not use funds under this Contract for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility as outlined in 42 U.S.C. §§9918 (a) and 10 TAC §6.205(a).
- B. Subrecipient may not use funds under this Contract for activities prohibited by 42 U.S.C. §§9918 (b) and 10 TAC §6.205(b).
- C. Utility and rent deposit refunds from vendors must be reimbursed to the Subrecipient and not the customer in accordance with 10 TAC §6.205(c).

SECTION 9. RECORD KEEPING REQUIREMENTS

- A. GENERAL. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS and Section III, Common Rule: 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 recordkeeping requirements. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.
- B. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records 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 HHS, 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) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.
- E. CARES ACT FUNDS. Subrecipient shall track, account for, and report on this funding separate from its regular FY 2020 CSBG funding.
- F. SUBCONTRACTS. Subrecipient shall include the substance of this Section 9 in all subcontracts.

SECTION 10. REPORTING REQUIREMENTS

- A. GENERAL. Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section 10.
- B. EXPENDITURE REPORTS. By the 15th of each month, Subrecipient shall electronically submit an Expenditure and Performance Report to the Department of all expenditures of funds and clients served under this Contract during the previous month, regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Expenditure and Performance Report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review in accordance with the State CSBG Rules.
- C. FINAL REPORTS. Subrecipient shall submit a final Expenditure and Performance Report to the Department after the end of the Contract Term. Subrecipient must file a final Expenditure and Performance Report within forty-five (45) calendar days after the end of the Contract Term prior to accessing funds in the subsequent fiscal year.
- D. HOUSEHOLD DATA. By the 15th of each month, Subrecipient shall electronically upload data on Households served in the previous month into the CA Performance Measures Module located in the Community Affairs Contact System.
- E. INVENTORY. 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 CSBG and CARES Act contracts. The inventory shall reflect the tools and equipment on hand as of the last day of the Contract Term. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department.
- F. 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, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract in accordance with Section 7 of this Contract.

- G. UNIQUE 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 state or federal law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulations without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 11 of this Contract 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. The Department must receive any Contract amendment requests in writing, and such requests must adhere to 10 TAC §6.3(e)(1).

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, 2 CFR §200.80, and 10 TAC §6.205(c).

SECTION 13. 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 periodic on-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient’s performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient’s program implementation or in Subrecipient’s accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, suspend or terminate this Contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient’s performance or if Subrecipient fails to correct any deficiency within the time allowed by federal or state law or regulation or by the terms of this Contract. Department may issue such corrective actions in accordance with 10 TAC §2.203.

SECTION 14. INDEPENDENT SUBRECIPIENT

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

SECTION 15. 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 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 16. SUBCONTRACTS

- A. Subrecipient may not subgrant funds under this Contract or subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing fund through the Community Affairs Contract System, and only may enter into 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 16, 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 16 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 16 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 17. TRAVEL

Subrecipient shall adhere to 2 CFR §200.474 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 the State of Texas travel policies under 10 TAC §1.408. 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 18. FIDELITY BOND

Intentionally deleted.

SECTION 19. LITIGATION AND CLAIMS

Subrecipient shall immediately provide Department with written notice of any claim or action filed with a court or administrative agency against Subrecipient arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall provide Department with copies of any and all relevant papers Subrecipient receives with respect to such action or claim.

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. SUBRECIPIENT ELIGIBILITY. Subrecipient warrants that it is an eligible entity, including the requirement for a tripartite board, as defined by 42 U.S.C §9902 and 42 U.S.C. §9910 respectively.
- C. SIGNATURE AUTHORITY. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by 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.
- D. TERMINATION; LIABILITY. Department shall have the right to 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.
- E. 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 CSBG Act, the federal rules and regulations promulgated under the CSBG Act, the State Act, the State CSBG Rules, the certifications attached hereto, 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 the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 U.S.C. §701, *et seq*) and HUD's implementing regulations including, without limitation, 2 CFR Parts 182 and 2429.
- C. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000 of August 11, 2000. 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. PROTECTED HEALTH INFORMATION. If Subrecipient collects or receives documentation for disability, medical records or any other medical information in the course of administering the CSBG 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).

E. INFORMATION SECURITY AND PRIVACY REQUIREMENTS.

1. General. Subrecipient shall comply with the information security and privacy requirements under 10 TAC §1.24 to ensure the security and privacy of Protected Information (as said term is defined under 10 TAC §1.24).
2. Information Security and Privacy Agreement ("ISPA"). Prior to beginning any work under this Contract, Subrecipient shall either (i) have an effective, fully executed ISPA, as required by 10 TAC §1.24, on file with the Department, or (ii) will execute and submit to the Department an ISPA in accordance with instructions found on the Department's website at the "Information Security and Privacy Agreement" link.

- 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 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 controls 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 purpose of monitoring or investigating the CSBG 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.
- C. Subrecipient shall 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, 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 the 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. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract. In addition, the written standards must meet the requirements in 2 CFR §200.318.
- 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. . This also applies to the procurement of goods and services under 24 CFR §§200.317 and 200.3186.

- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 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, 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, 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) 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 26 in all subcontracts.

SECTION 27. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source or 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 28. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not 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 and including a copy of the results in its project files. After said verification, Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors during the term of subcontractor’s agreement. Subrecipient may subsequently rely upon a certification of a 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 28, in all its subcontracts.

SECTION 29. 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 30. 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 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. SEVERABILITY

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

SECTION 33. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the parties to this Contract 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.

SECTION 34. COMMUNITY ACTION PLAN

- A. As a condition of receipt of continued funding under the CSBG Act and as further described in 10 TAC §6.206, Subrecipient shall submit annually by September 1 to the Department a community action plan including National Performance Indicators ("NPI") for the following year's funding that includes:
1. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;
 2. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
 3. a description of how funding under this CSBG Act will be coordinated with other public and private resources; and,
 4. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.
- B. Subrecipient must attain previously identified 2020 and 2021 NPI targets within 20 percent (20%) variance by December 31, 2020, and December 31, 2021, as applicable. Subrecipient must request in writing any adjustment needed to a NPI target to the Department for review and approval no later than August 31, 2020 and August 31, 2021, as applicable.
- C. To retain eligible entity status, Subrecipient will submit every three (3) years a community needs assessment to the Department on or before May 1st of every third (3rd) year.
- D. To retain eligible entity status, Subrecipient will submit every five (5) years a strategic plan to the Department on or before August 1st of every fifth (5th) year.

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. 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, disease pandemics, 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 37. 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 38. 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 39. 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 40. 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 41. 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 41.
- C. Subrecipient shall provide contact information to the Department in accordance with 10 TAC §6.6.

SECTION 42. 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 43. APPEALS PROCESS

Subrecipient must establish a denial of service complaint procedure for individuals whose application for service or assistance is denied, terminated or not acted upon in a timely manner in accordance with 10 TAC §6.8.

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. LIMITATION ON ABORTION FUNDING

- A. Pursuant to Chapter 2272 of the Texas Government Code, to the extent allowed by federal and state law, the Department may not enter into this Contract with an "abortion provider" or an "affiliate" of an abortion provider, as said terms are defined thereunder, if funds under this Contract are appropriated from state or local tax revenue.
- B. By execution of this Contract, the Subrecipient hereby certifies that, as a condition of receipt of any funds under this Contract from state or local tax revenue, it is eligible to receive said funds, and that it will not utilize said funds in any way contrary to this Section 45 during the Contract Term.

SECTION 46. FEDERAL AND STATE WAIVERS AND ALTERNATIVE REQUIREMENTS

- A. Notwithstanding the language in 10 TAC §6.3(b)(33)(C), CSBG-CV funds may be used to serve Low-Income Households not to exceed 200% at the Federal Poverty Income Guidelines.
- B. In accordance with CSBG Information Memorandum #154, the Department will allow signed statements from households attesting to having been economically impacted by COVID-19 (i.e. disaster unemployment, lost wages, or increased household costs) during the eligibility screening process from April 24, 2020, until 30 days after the expiration of the state disaster declaration.
- C. Intentionally left blank.
- D. Extension of Waivers. If as a result of COVID-19, HHS or the Department extends the time period for the above mentioned COVID-19 related waivers and Department Waivers and there are no substantive changes associated with said extension, the Department may allow use of the waivers for the extended time period without the requirement of a written amendment hereto. In such an event, however, Subrecipient should retain any written correspondence from the Department regarding said extension of the COVID-19 related waivers.

EXECUTED to be effective on **March 27, 2020**

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 61200003356 FOR THE
FY 2020 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
and Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
CFDA#93.569

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, 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.

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

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61200003356 FOR THE
FY 2020 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
and Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
CFDA#93.569

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 61200003356 FOR THE
FY 2020 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
and Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
CFDA#93.569

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.

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

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61200003356 FOR THE
FY 2020 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
and Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
CFDA#93.569

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; and
- (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, subcontracts and in all solicitations and 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:

TO: TCOG Governing Board
FROM: Mindi Jones, Finance Director *MJ*
DATE: June 18, 2020
RE: FYE 2020 Cost Pool Budgets Update

RECOMMENDATION

Accept recommendation, if any, regarding TCOG's FYE 2020 Cost Pool Budgets.

BACKGROUND

Each month the Governing Board is presented with a status update of the prior month and current (unreconciled) fiscal year budgets for the indirect cost allocation pool and the central service IT pool and afforded the opportunity to make desired changes to the general and administrative indirect cost allocation rate or the central service IT rate as conditions warrant.

DISCUSSION

The following documents are attached: prior month updated Statement of Proposed Indirect Cost for FYE 4/30/2020 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance, Statement of Central Service IT Costs for FYE 4/30/2020 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance.

BUDGET

No rate changes are recommended at this time.

100 - General - 100.0%
 10 - Finance and Administration
 10000 - Indirect Pool
 04/01/2020 - 04/30/2020

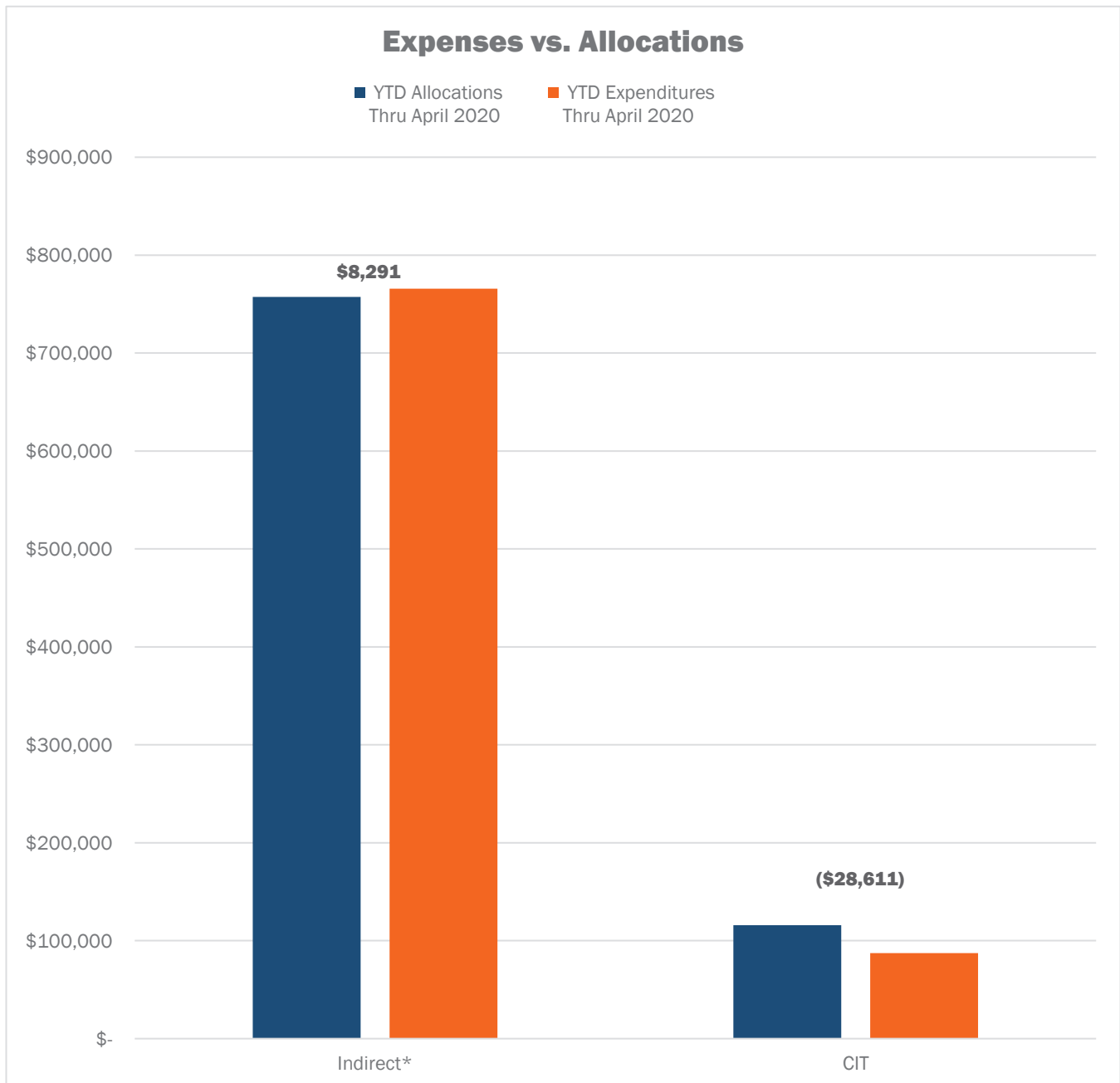
	Budget	Current Month Actual	Year-to-Date	Budget Balance	% of Budget Remaining
REVENUE					
Mortgage					
Interest Income	\$ -	\$ 22.41	\$ 22.41	\$ 22.41	0.00%
Total INDIRECT SALARY	\$ -	\$ 22.41	\$ 22.41	\$ 22.41	0.00%
INDIRECT SALARY					
Indirect Salary					
Salaries	\$ 315,797.00	\$ 37,875.75	\$ 322,278.69	\$ (6,481.69)	(2.05)%
FICA/Medicare	\$ 24,158.44	\$ 2,911.36	\$ 23,439.27	\$ 719.17	2.98%
Unemployment Insurance	\$ 40.23	\$ 12.34	\$ 15.63	\$ 24.60	61.15%
Workers Compensation	\$ 1,421.08	\$ 170.17	\$ 1,449.20	\$ (28.12)	(1.98)%
Insurance Health	\$ 33,561.65	\$ 1,813.72	\$ 26,688.71	\$ 6,872.94	20.48%
Insurance Health Copay Medical	\$ -	\$ 1,836.15	\$ 5,537.30	\$ (5,537.30)	0.00%
Dental	\$ -	\$ 154.14	\$ 464.94	\$ (464.94)	0.00%
Insurance Health Savings Account	\$ 6,045.37	\$ 343.51	\$ 5,021.65	\$ 1,023.72	16.93%
Insurance Health Retirement Accou	\$ -	\$ 197.62	\$ 598.30	\$ (598.30)	0.00%
Insurance Life	\$ 424.36	\$ 32.56	\$ 365.62	\$ 58.74	13.84%
Employee Assistance Program	\$ 101.32	\$ -	\$ 107.28	\$ (5.96)	(5.88)%
Fraud Hotline	\$ 41.39	\$ -	\$ 53.22	\$ (11.83)	(28.58)%
Retirement	\$ 20,602.65	\$ 2,638.35	\$ 21,463.36	\$ (860.71)	(4.18)%
Employee Benefits	\$ 24.51	\$ -	\$ 1,009.29	\$ (984.78)	(4017.87)%
Total INDIRECT SALARY	\$ 402,218.00	\$ 47,985.67	\$ 408,492.46	\$ (6,274.46)	(1.56)%
CONTRACTED SERVICES					
Janitorial	\$ 13,800.00	\$ 1,133.72	\$ 13,604.64	\$ 195.36	1.42%
Lawn Service	\$ 3,400.00	\$ 248.86	\$ 2,986.32	\$ 413.68	12.17%
Pest Control	\$ 1,100.00	\$ 45.10	\$ 541.20	\$ 558.80	50.80%
Total CONTRACTED SERVICES	\$ 18,300.00	\$ 1,427.68	\$ 17,132.16	\$ 1,167.84	6.38%
PROFESSIONAL SERVICES					
Audit	\$ 23,380.00	\$ -	\$ 24,180.00	\$ (800.00)	(3.42)%
Employee Benefit Consultant	\$ -	\$ 4,300.00	\$ 8,626.88	\$ (8,626.88)	0.00%
Consultant	\$ 18,050.00	\$ 285.00	\$ 16,648.75	\$ 1,401.25	7.76%
Legal	\$ 6,246.00	\$ -	\$ 5,754.63	\$ 491.37	7.87%
Total PROFESSIONAL SERVICES	\$ 47,676.00	\$ 4,585.00	\$ 55,210.26	\$ (7,534.26)	(15.80)%
UTILITIES					
Electric	\$ 62,000.00	\$ 5,379.36	\$ 65,612.92	\$ (3,612.92)	(5.83)%
Natural Gas	\$ 23,000.00	\$ 1,879.56	\$ 17,474.83	\$ 5,525.17	24.02%
Sanitation	\$ 1,600.00	\$ 153.01	\$ 1,708.42	\$ (108.42)	(6.78)%
Water	\$ 3,000.00	\$ 210.48	\$ 2,980.63	\$ 19.37	0.65%
Total UTILITIES	\$ 89,600.00	\$ 7,622.41	\$ 87,776.80	\$ 1,823.20	2.03%
OTHER					
Training & Travel	\$ 9,850.00	\$ 156.25	\$ 5,107.61	\$ 4,742.39	48.15%
Advertising	\$ 100.00	\$ -	\$ 100.00	\$ -	0.00%
Bank Fee	\$ -	\$ -	\$ 57.83	\$ (57.83)	0.00%
Copier Expense	\$ 1,300.00	\$ 62.65	\$ 1,717.45	\$ (417.45)	(32.11)%
Depreciation	\$ 77,652.00	\$ 6,471.00	\$ 77,652.00	\$ -	0.00%
Dues/Subscriptions	\$ 11,500.00	\$ 180.00	\$ 4,286.16	\$ 7,213.84	62.73%
Insurance	\$ 8,800.00	\$ -	\$ 7,941.13	\$ 858.87	9.76%
Postage	\$ 800.00	\$ 75.00	\$ 776.65	\$ 23.35	2.92%

	Current Month			% of Budget	
	Budget	Actual	Year-to-Date	Budget Balance	Remaining
Printed Material	\$ 2,300.00	\$ -	\$ 1,700.22	\$ 599.78	26.08%
Travel	\$ -	\$ -	\$ 209.09	\$ (209.09)	0.00%
Building Maintenance	\$ 42,230.00	\$ 90.28	\$ 45,787.32	\$ (3,557.32)	(8.42)%
Elevator Maintenance	\$ -	\$ 808.51	\$ 6,024.35	\$ (6,024.35)	0.00%
Training & Travel	\$ 8,400.00	\$ 646.16	\$ 8,400.08	\$ (0.08)	(0.00)%
Mortgage Interest Expense	\$ 26,800.00	\$ 1,862.69	\$ 23,520.98	\$ 3,279.02	12.24%
Supplies	\$ 10,000.00	\$ 639.32	\$ 13,778.73	\$ (3,778.73)	(37.79)%
Total OTHER	\$ 199,732.00	\$ 10,991.86	\$ 197,059.60	\$ 2,672.40	1.34%
Total INDIRECT	\$ 757,526.00	\$ 72,612.62	\$ 765,671.28	\$ (8,145.28)	(1.08)%
YTD Budget			\$ 757,526.00		
REIMBURSEMENT					
Bank Interest TxPool (82%)	\$ -	\$ 22.41	\$ 22.41	\$ 22.41	0.00%
Allocation Indirect Expense	\$ 853,026.00	\$ 88,201.43	\$ 757,358.28	\$ 95,667.72	11.22%
Total REIMBURSEMENT	\$ 853,026.00	\$ 88,223.84	\$ 757,380.69	\$ 95,645.31	11.21%
YTD Budget			\$ 853,026.00		
CENTRAL IT					
IT-Voice & Data Service	\$ 15,037.00	\$ 753.52	\$ 17,783.47	\$ (2,746.47)	(18.26)%
IT-Hardware	\$ 4,615.00	\$ 34.31	\$ 5,386.80	\$ (771.80)	(16.72)%
Network Professional Services	\$ 55,473.00	\$ 2,954.44	\$ 52,755.73	\$ 2,717.27	4.90%
Software-Licensing-Maint	\$ 14,600.00	\$ -	\$ 11,340.32	\$ 3,259.68	22.33%
Total EXPENSES	\$ 89,725.00	\$ 3,742.27	\$ 87,266.32	\$ 2,458.68	2.74%
YTD Budget			\$ 89,725.00		
REIMBURSEMENT					
Allocation CIT Expense	\$ 89,725.00	\$ 13,001.13	\$ 115,877.77	\$ (26,152.77)	(29.15)%
Total REIMBURSEMENT	\$ 89,725.00	\$ 13,001.13	\$ 115,877.77	\$ (26,152.77)	(29.15)%
YTD Budget			\$ 89,725.00		



FYE 2020 YTD Indirect and CIT Budgets

	FY 2020 Approved Budget	YTD Allocations Thru April 2020	YTD Expenditures Thru April 2020	Budget Balance	% of Budget Remaining	Under/(Over)
Indirect*	\$ 853,026	\$ 757,381	\$ 765,671	\$ 87,355	10.24%	\$ 8,291
CIT	89,725	115,878	87,266	2,459	2.74%	(28,611)
Total	\$ 942,751	\$ 873,258	\$ 852,938	\$ 89,813	9.53%	\$ (20,321)



*Includes Year-to-Date Depreciation Expense Estimate

Membership Fee Schedule

FYE 2020

Member Name	FYE 2020 Member Dues	FYE 2020 Dues Paid	Member Name	FYE 2020 Member Dues	FYE 2020 Dues Paid
COOKE COUNTY			COOKE COUNTY		
Callisburg	\$ 100.00	\$ 3,679	1/6/2020		
Gainesville	\$ 3,216.00	\$ 3,216	12/23/2019		
Lindsay	\$ 212.00	\$ 212	12/19/2019		
Muenster	\$ 315.00	\$ 315	4/23/2020		
Oak Ridge	\$ 100.00	\$ 100	1/30/2020		
Valley View	\$ 154.00	\$ 154	12/16/2019		
GRAYSON COUNTY			GRAYSON COUNTY		
Bells	\$ 285.00	\$ 8,260	1/27/2020		
Collinsville	\$ 340.00	\$ 285	12/23/2019		
Denison	\$ 4,654.00	\$ 340	12/23/2019		
Dorchester*	\$ 100.00	\$ 4,654	12/23/2019		
Gunter	\$ 287.00	\$ 100	1/27/2020		
Knollwood	\$ 100.00	\$ 287	4/6/2020		
Pottsboro	\$ 453.00	\$ 100	1/21/2020		
Sadler	\$ 100.00	\$ 453	12/19/2019		
Sherman	\$ 8,162.00	\$ 100	12/17/2019		
Southmayd	\$ 204.00	\$ 8,162	5/7/2020		
Tioga	\$ 165.00	\$ 204	3/16/2020		
Tom Bean	\$ 209.00	\$ 165	12/16/2019		
Van Alstyne	\$ 718.00	\$ 209	4/6/2020		
Whitesboro	\$ 771.00	\$ 771	12/17/2019		
Whitewright	\$ 318.00	\$ 318	1/23/2020		
Howe	\$ 544.00	\$ 544	1/15/2020		
FANNIN COUNTY			FANNIN COUNTY		
Bailey*	\$ 100.00	\$ 2,868	12/19/2019		
Bonham	\$ 2,087.00	\$ 2,087	1/21/2020		
Dodd City	\$ 100.00	\$ 100	4/6/2020		
Ector	\$ 144.00	\$ 144	4/23/2020		
Honey Grove	\$ 346.00	\$ 346	4/6/2020		
Ladonia	\$ 128.00	\$ 128	12/19/2019		
Pecan Gap*	\$ 100.00	\$ 100	1/27/2020		
Ravenna	\$ 100.00	\$ 100	4/6/2020		
Trenton	\$ 128.00	\$ 128	4/6/2020		
Windom	\$ 100.00	\$ 100	6/4/2020		
Leonard	\$ 407.00	\$ 407	4/6/2020		
Savoy	\$ 172.00	\$ 172	6/4/2020		
TOTAL	\$ 40,226.00	\$ 39,308			
Bells ISD	\$ 173.00	\$ 173	4/6/2020		
Bonham ISD	\$ 368.00	\$ 368	12/23/2019		
Collinsville ISD	\$ 107.00				
Denison ISD	\$ 915.00	\$ 915	4/23/2020		
Dodd City ISD	\$ 100.00	\$ 100	12/17/2019		
Ector ISD	\$ 100.00	\$ 100	4/23/2020		
Era ISD	\$ 100.00	\$ 100	4/6/2020		
Fannindel ISD	\$ 100.00	\$ 100	4/6/2020		
Gainesville ISD	\$ 605.00				
Grayson College	\$ 811.00	\$ 811	2/4/2020		
Honey Grove ISD	\$ 122.00	\$ 122	4/23/2020		
Leonard ISD	\$ 181.00				
Muenster ISD	\$ 100.00	\$ 100	5/7/2020		
NCTC	\$ 451.00				
Pottsboro ISD	\$ 282.00	\$ 282	12/16/2019		
Sam Rayburn ISD	\$ 100.00	\$ 100	12/16/2019		
Savoy ISD	\$ 100.00	\$ 100	6/4/2020		
Sherman ISD	\$ 1,472.00	\$ 1,472	6/11/2020		
Tom Bean ISD	\$ 131.00				
Van Alstyne ISD	\$ 314.00				
Whitesboro ISD	\$ 311.00				
TOTAL	\$ 6,943.00	\$ 4,843			
Bonham Chamber	\$ 175.00	reciprocal non-pay			
Denison Chamber	\$ 100.00	reciprocal non-pay			
Sherman Chamber	\$ 100.00	reciprocal non-pay			
TOTAL	\$ 375.00	\$ -			
<p>¹ Projections taken from "Total Populations of Counties and Places in Texas", Texas Demographic Center, June 2018</p> <p>² Based on enrollments of 10/2017, Texas Education Agency http://tea4avholly.tea.state.tx.us/TEA_AskTED_Web/Forms/ViewDirectory.aspx</p> <p>* Non Member</p>					
<p>Notes: Van Alstyne has acknowledged receipt of member dues statement. Collinsville ISD, Tom Bean ISD, Van Alstyne ISD, and Whitesboro ISD have been contacted with no response. Gainesville ISD, Leonard ISD, NCTC, and Sherman ISD have submitted payment but they have not yet been received. The Chambers are reciprocal non-pay memberships.</p>					
				\$44,151 / \$47,169	

Texoma Council of Governments
Financial Information
Balance Sheets for the Fiscal Years Ended:

	Prior Year (04/30/2019)	Prior Month (04/30/2020)	Year-to-Date Change (\$)	Change (%)	Current Month Not Reconciled (05/31/2020)	Notes
ASSETS						
Current Assets						
Cash in Bank General	459,404.00	366,170.00	(93,234.00)	-20.29%	315,177.00	WAP Programs down due to COVID-19
Cash in Bank TCEQ	31,942.00	7,375.00	(24,567.00)	-76.91%	7,375.00	HHW Event Money from SEP and other sources
Cash in Bank Local	105,593.00	84,828.00	(20,765.00)	-19.67%	153,090.00	
Cash in Bank 911	373,804.00	524,684.00	150,880.00	40.36%	533,346.00	Due to COVID-19 expenses are down
Cash in Bank FSS	110,391.00	115,753.00	5,362.00	4.86%	106,774.00	
Cash in Bank Section 8	147,061.00	211,652.00	64,591.00	43.92%	342,937.00	Received 63346.00 for CARES act/ FORT \$
Cash in Bank Chase LOC	355,985.00	0.00	(355,985.00)	-100.00%	-	
Texpool Investment Acct	1,013.00	332,950.00	331,937.00	32767.72%	332,950.00	Closed out Loc to TexPool
Accounts Receivable	736,947.00	817,340.00	80,393.00	10.91%	269,042.00	
Travel Advance	(1,100.00)	0.00	1,100.00	-100.00%	-	No travel advances open
Prepaid Items	14,068.00	16,760.00	2,692.00	19.14%	16,760.00	
Due From	592,147.00	2,627,551.00	2,035,404.00	343.73%	2,766,857.00	Close Out of Grants
Other Assets	88,749.00	88,749.00	0.00	0.00%	88,749.00	Cost Pool closeout has not been completed
Total Current Assets	3,016,004.00	5,193,812.00	2,177,808.00	72.21%	4,933,057.00	
Fixed Assets						
Building & Improvements	2,764,453.00	2,764,453.00	0.00	0.00%	2,764,453.00	
Furniture, Vehicles & Other Equipment	2,892,773.00	2,892,773.00	0.00	0.00%	2,892,773.00	
Accumulated Depreciation	(3,209,772.00)	(3,209,772.00)	0.00	0.00%	(3,209,772.00)	Yearend Depreciation has not been entered
Total Fixed Assets	2,447,454.00	2,447,454.00	0.00	0.00%	2,447,454.00	
Total ASSETS	5,463,458.00	7,641,266.00	2,177,808.00	39.86%	7,380,511.00	
LIABILITIES						
Accounts Payable	661,654.00	358,063.00	(303,591.00)	-45.88%	125,506.00	
Payroll Liability	30,368.00	87,894.00	57,526.00	189.43%	(21,687.00)	
FSS Escrow Liability	92,169.00	103,150.00	10,981.00	11.91%	106,624.00	
Due To Due From Other Funds	592,147.00	2,627,551.00	2,035,404.00	343.73%	2,817,243.00	Clouse out of grants
Deferred Local Revenue - AAA	643,526.00	32,589.00	(610,937.00)	-94.94%	35,514.00	Does not have year-end JE entered
Accrued Compensated Absences	118,146.00	118,146.00	0.00	0.00%	118,146.00	JE has not been made. Will reduce by \$4857.00 when entered
Long Term Debt Building Payable	600,951.00	600,950.76	(0.24)	0.00%	600,951.00	Year end entry has not been made
Total LIABILITIES	2,738,961.00	3,928,343.76	1,189,382.76	43.42%	3,782,297.00	
Fund Balance	2,724,497.00	3,712,922.24	988,425.24	36.28%	3,598,214.00	

	Prior Year (04/30/2019)	Prior Month (04/30/2020)	Year-to-Date Change (\$)	Change (%)	Current Month Not Reconciled (05/31/2020)	Notes
Total Liabilities & Fund Balance	<u>5,463,458.00</u>	<u>7,641,266.00</u>	<u>2,177,808.00</u>	<u>39.86%</u>	<u>7,380,511.00</u>	

Texoma Council of Governments
Financial Information
For the Fiscal and Month-to-Date Periods

	Prior Year Thru March (2019)	Current Year Thru 04/30/2020 NOT RECONCILED TO AUDIT	Change (\$)	Change (%)	Current Year Not Reconciled (05/31/2020)	Notes
OPERATION REVENUE						
Grant Revenue	12,698,104.60	13,872,671.17	1,174,566.57	9.25%	343,700.37	
Program Revenue	1,771,058.92	1,828,462.18	57,403.26	3.24%	19,360.32	
Investment Income	219.59	233.12	13.53	6.16%	-	
<u>Total OPERATING REVENUE</u>	<u>14,469,383.11</u>	<u>15,701,366.47</u>	<u>1,231,983.36</u>	<u>8.51%</u>	<u>363,060.69</u>	
Total Revenue	<u>14,469,383.11</u>	<u>15,701,366.47</u>	<u>1,231,983.36</u>	<u>8.51%</u>	<u>363,060.69</u>	
EXPENDITURES						
Personnel Expenses	2,861,394.01	2,931,213.61	69,819.60	2.44%	118,600.37	
Program Expenses	569,485.71	659,732.11	90,246.40	15.85%	9,955.58	
Direct Services	10,182,015.32	10,167,605.82	(14,409.50)	-0.14%	304,132.31	\$109,893 refund to 911 Down due to COVID-19
Professional Fees	138,509.59	111,450.08	(27,059.51)	-19.54%	1,782.58	MARJEN is no longer paid contract
Interest Expense	32,536.07	28,684.07	(3,852.00)	-11.84%	2,170.02	Interest down paying more on principle
Occupancy	288,684.28	326,229.41	37,545.13	13.01%	21,753.39	Maintenance
Conferences, Conventions, & Meetings	158,301.67	124,690.77	(33,610.90)	-21.23%	5,019.76	Down due to COVID-19
Printing & Publications	4,501.80	43,873.41	39,371.61	874.57%	480.95	\$21,000 advertising for childcare for 2-1-1 program expense
Dues & Subscriptions	24,694.59	10,225.91	(14,468.68)	-58.59%	-	
Operations	119,821.05	123,553.38	3,732.33	3.11%	4,736.78	
Equipment	113,930.74	171,611.13	57,680.39	50.63%	-	PSAP EQUIPMENT
<u>Total EXPENDITURES</u>	<u>14,493,874.83</u>	<u>14,698,869.70</u>	<u>204,994.87</u>	<u>1.41%</u>	<u>468,631.74</u>	
Net Revenue Over Expenditures	<u>(24,491.72)</u>	<u>1,002,496.77</u>	<u>1,026,988.49</u>	<u>-4193.21%</u>	<u>(105,571.05)</u>	
Depreciation	<u>273,175.00</u>	<u>77,652.00</u>	<u>(195,523.00)</u>	<u>-71.57%</u>	<u>6,471.00</u>	Have not done JE for depreciation yet. Should have a good number for depreciation by the time we meet
	<u>(297,666.72)</u>	<u>924,844.77</u>	<u>1,222,511.49</u>	<u>-4121.63%</u>	<u>(112,042.05)</u>	