



## TCOG Governing Board

### Meeting Agenda

Presiding Location: 1117 Gallagher Drive, Sherman, Texas  
Eisenhower Room  
August 17, 2023 6:00 p.m.

- A. Call to Order & Declaration of a Quorum
- B. Invocation and Pledges
- C. Welcome Guests
- D. Public Comment
- E. Executive Director's Report
  - 1. Update on Strategic Priorities / Key Activities
- F. Action
  - 1. **FYE 2024 Cost Pool Report and Monthly Financial Statements (AF):** Review and accept the monthly Cost Pool report and financial statements  
**Lori Cannon, Financial Consultant - page 2**
  - 2. **Area Agency on Aging (AAA) of Texoma Area Plan FY 2024-2026 (AS):** Approve the Texoma AAA Area Plan for FY 2024-2026 for submission to the State of Texas.  
**Cara Lavender, Aging Services Director - page 11**
  - 3. **US Department of Energy Bipartisan Infrastructure Law (DOE-BIL) Weatherization Assistance Program Contract (ES):** Approve the FY 2022 DOE-BIL Weatherization Assistance Program contract through the Texas Department of Housing and Community Affairs (TDHCA).  
**Judy Fullylove, Energy Services Director - page 93**
  - 4. **Weatherization Assistance Program Request for Proposals for Qualified Contractors (ES):** Approve contractor bids submitted to Texoma Council of Governments Weatherization Assistance Program (WAP).  
**Judy Fullylove, Energy Services Director - page 150**
  - 5. **TCOG By-Laws (AF):** Upon second review and discussion, adopt the proposed amendments to the Texoma Council of Governments By-Laws.  
**Eric Bridges, Executive Director - page 188**
  - 6. **TCOG Governing Board Officer Appointment (AF):** Elect an eligible member to serve the balance of the unexpired terms of President and Vice-President of TCOG's Governing Board.  
**Eric Bridges, Executive Director - page 198**
- G. President's Report
- H. 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 903-813-3512 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted online at <http://www.tcog.com> and physically posted at the Texoma Council of Governments offices in a place readily accessible to the public. The Agenda was also emailed to the County Clerk offices in Cooke and Fannin County, TX.

**TO:** TCOG Governing Board  
**FROM:** Lori A. Cannon, Financial Consultant  
**THRU:** Eric M. Bridges, Executive Director *EMB*  
**DATE:** August 14, 2023  
**RE:** FYE 2024 Cost Pool Report and Financial Statements

**RECOMMENDATION**

Review and accept TCOG's FYE 2024 Cost Pool Report and Monthly Financial Statements

**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 as well as a prior and current month Balance Sheet and Statement of Revenues and Expenditures report.

**DISCUSSION**

The following documents are attached: prior month updated Statement of Proposed Indirect Costs for FYE 4/30/2024 and status report depicting fiscal year budget with fiscal year to date expense and budget balance; a Balance Sheet; a Statement of Revenues and Expenditures; and a status report of our General Funds depicting fiscal year budget with fiscal year to date expense and budget balance.

**100 - General - 83.3%**  
 10 - Finance and Administration  
 10000 - Indirect Pool  
 06/01/2023 - 06/30/2023

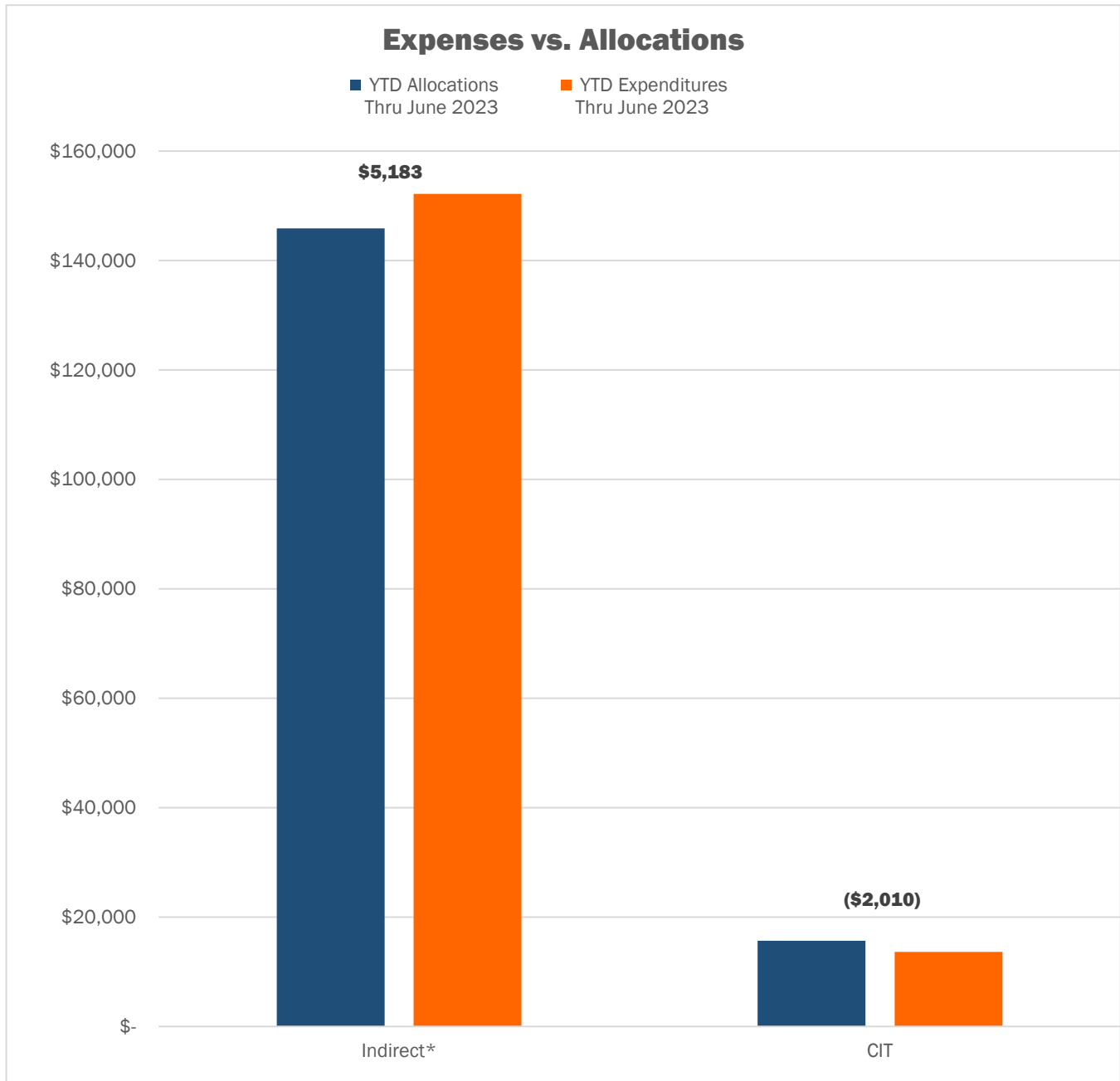
	Current Month				% of Budget
	Budget	Actual	Year-to-Date	Budget Balance	Remaining
<b>REVENUE</b>					
Mortgage					
Interest Income	\$ -	\$ 563.83	\$ 1,138.15	\$ 1,138.15	0.00%
<b>Total INDIRECT SALARY</b>	<b>\$ -</b>	<b>\$ 563.83</b>	<b>\$ 1,138.15</b>	<b>\$ 1,138.15</b>	<b>0.00%</b>
<b>INDIRECT SALARY</b>					
Indirect Salary					
Salaries	\$ 375,152.00	\$ 38,191.05	\$ 50,921.40	\$ 324,230.60	86.43%
FICA/Medicare	\$ 28,699.12	\$ 2,951.04	\$ 3,934.72	\$ 24,764.40	86.29%
Unemployment Insurance	\$ 41.19	\$ -	\$ -	\$ 41.19	100.00%
Workers Compensation	\$ 1,457.91	\$ 156.57	\$ 208.76	\$ 1,249.15	85.68%
Insurance Health HDHP	\$ 15,848.65	\$ 1,158.99	\$ 1,545.32	\$ 14,303.33	90.25%
Insurance Health Copay Medical	\$ 24,820.12	\$ 3,600.90	\$ 4,801.20	\$ 20,018.92	80.66%
Dental	\$ 1,464.25	\$ 147.60	\$ 196.80	\$ 1,267.45	86.56%
Health Savings Account	\$ 2,028.12	\$ 142.86	\$ 190.48	\$ 1,837.64	90.61%
Health Reimbursement Account	\$ 2,784.24	\$ 304.65	\$ 406.20	\$ 2,378.04	85.41%
Life Insurance	\$ 277.36	\$ 33.24	\$ 44.32	\$ 233.04	84.02%
Fraud Hotline	\$ 51.60	\$ -	\$ -	\$ 51.60	100.00%
Retirement	\$ 26,194.16	\$ 2,668.56	\$ 3,558.08	\$ 22,636.08	86.42%
FSA Admin Fee	\$ -	\$ 9.90	\$ 13.20	\$ (13.20)	0.00%
HSA Admin Fee		\$ 6.30	\$ 8.40	\$ (8.40)	0.00%
HRA Admin Fee	\$ -	\$ 16.65	\$ 22.20	\$ (22.20)	0.00%
COBRA Admin Fee	\$ -	\$ 5.40	\$ 7.20	\$ (7.20)	0.00%
<b>Total INDIRECT SALARY</b>	<b>\$ 478,818.72</b>	<b>\$ 49,393.71</b>	<b>\$ 65,858.28</b>	<b>\$ 412,960.44</b>	<b>86.25%</b>
<b>CONTRACTED SERVICES</b>					
Janitorial	\$ 15,279.00	\$ 1,274.21	\$ 2,548.42	\$ 12,730.58	83.32%
Lawn Service	\$ 3,354.00	\$ 279.72	\$ 559.44	\$ 2,794.56	83.32%
Pest Control	\$ 1,680.00	\$ 420.00	\$ 420.00	\$ 1,260.00	75.00%
<b>Total CONTRACTED SERVICES</b>	<b>\$ 20,313.00</b>	<b>\$ 1,973.93</b>	<b>\$ 3,527.86</b>	<b>\$ 16,785.14</b>	<b>82.63%</b>
<b>PROFESSIONAL SERVICES</b>					
Audit	\$ 40,780.00	\$ 22,404.00	\$ 23,717.00	\$ 17,063.00	41.84%
Financial Consultant	\$ 23,000.00	\$ -	\$ -	\$ 23,000.00	100.00%
Legal	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100.00%
Other	\$ -	\$ -	\$ -	\$ -	0.00%
<b>Total PROFESSIONAL SERVICES</b>	<b>\$ 68,780.00</b>	<b>\$ 22,404.00</b>	<b>\$ 23,717.00</b>	<b>\$ 45,063.00</b>	<b>65.52%</b>
<b>UTILITIES</b>					
Electric	\$ 57,708.00	\$ 3,920.67	\$ 7,844.89	\$ 49,863.11	86.41%
Natural Gas	\$ 29,033.00	\$ -	\$ 1,824.85	\$ 27,208.15	93.71%
Sanitation	\$ 2,000.00	\$ 149.86	\$ 299.72	\$ 1,700.28	85.01%
Water	\$ 3,500.00	\$ 317.60	\$ 671.85	\$ 2,828.15	80.80%
<b>Total UTILITIES</b>	<b>\$ 92,241.00</b>	<b>\$ 4,388.13</b>	<b>\$ 10,641.31</b>	<b>\$ 81,599.69</b>	<b>88.46%</b>
<b>OTHER</b>					
Advertising	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100.00%
Copier Expense	\$ 2,500.00	\$ 92.90	\$ 272.35	\$ 2,227.65	89.11%
Depreciation	\$ 114,627.00	\$ 9,552.25	\$ 19,104.50	\$ 95,522.50	83.33%
Dues/Subscriptions	\$ 12,000.00	\$ 312.50	\$ 362.50	\$ 11,637.50	96.98%
Insurance	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	100.00%
Postage	\$ 1,000.00	\$ 90.00	\$ 120.00	\$ 880.00	88.00%

	Current Month				% of Budget
	Budget	Actual	Year-to-Date	Budget Balance	Remaining
Printed Material	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
Supplies	\$ 9,000.00	\$ 915.75	\$ 2,455.59	\$ 6,544.41	72.72%
Telephone	\$ 2,500.00	\$ 120.29	\$ 240.58	\$ 2,259.42	90.38%
Travel	\$ 8,500.00	\$ 241.15	\$ 1,915.96	\$ 6,584.04	77.46%
Building/Elevator Maint	\$ 50,400.00	\$ 8,623.71	\$ 22,650.86	\$ 27,749.14	55.06%
HVAC Interest	\$ 35,251.00	\$ -	\$ -	\$ 35,251.00	100.00%
HVAC Principle	\$ 12,153.00	\$ -	\$ -	\$ 12,153.00	100.00%
Training & Travel	\$ 8,400.00	\$ 969.24	\$ 1,292.32	\$ 7,107.68	84.62%
<b>Total OTHER</b>	<b>\$ 266,831.00</b>	<b>\$ 20,917.79</b>	<b>\$ 48,414.66</b>	<b>\$ 218,416.34</b>	<b>81.86%</b>
<b>Total INDIRECT</b>	<b>\$ 926,983.72</b>	<b>\$ 99,077.56</b>	<b>\$ 152,159.11</b>	<b>\$ 774,824.61</b>	<b>83.59%</b>
<b>YTD Budget</b>			<b>\$ 154,497.29</b>		
<b>REIMBURSEMENT</b>					
Allocation Indirect Expense	\$ 926,983.78	\$ 109,045.54	\$ 145,838.34	\$ 781,145.44	84.27%
<b>Total REIMBURSEMENT</b>	<b>\$ 926,983.78</b>	<b>\$ 109,045.54</b>	<b>\$ 145,838.34</b>	<b>\$ 781,145.44</b>	<b>84.27%</b>
<b>YTD Budget</b>			<b>\$ 154,497.30</b>		
<b>CENTRAL IT</b>					
IT-Voice & Data Service	\$ 13,200.00	\$ 1,002.44	\$ 2,018.79	\$ 11,181.21	84.71%
IT-Hardware	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	100.00%
Network Professional Services	\$ 69,304.00	\$ 5,800.35	\$ 11,600.70	\$ 57,703.30	83.26%
Software-Licensing-Maint	\$ 20,368.00	\$ -	\$ 30.16	\$ 20,337.84	99.85%
<b>Total EXPENSES</b>	<b>\$ 104,372.00</b>	<b>\$ 6,802.79</b>	<b>\$ 13,649.65</b>	<b>\$ 90,722.35</b>	<b>86.92%</b>
<b>YTD Budget</b>			<b>\$ 17,395.33</b>		
<b>REIMBURSEMENT</b>					
Allocation CIT Expense	\$ 104,372.00	\$ 11,700.96	\$ 15,659.59	\$ 88,712.41	85.00%
<b>Total REIMBURSEMENT</b>	<b>\$ 104,372.00</b>	<b>\$ 11,700.96</b>	<b>\$ 15,659.59</b>	<b>\$ 88,712.41</b>	<b>85.00%</b>
<b>YTD Budget</b>			<b>\$ 17,395.33</b>		



## FYE 2023 YTD Indirect and CIT Budgets

	FY 2024 Approved Budget	YTD Allocations Thru June 2023	YTD Expenditures Thru June 2023	Budget Balance	% of Budget Remaining	Under/(Over)
Indirect*	\$ 926,984	\$ 145,838	\$ 152,159	\$ 774,825	83.59%	\$ 5,183
CIT	104,372	15,660	13,650	90,722	86.92%	(2,010)
<b>Total</b>	<b>\$ 1,031,356</b>	<b>\$ 161,498</b>	<b>\$ 165,809</b>	<b>\$ 865,547</b>	<b>83.92%</b>	<b>\$ 3,173</b>



\*Includes Year-to-Date Depreciation Expense Estimate

**Texoma Council of Governments**  
Financial Information  
Balance Sheet for the Fiscal Years Ended: 2023

	Prior Year (6/30/2022)	Prior Month <i>Not</i> <i>Reconciled to Audit</i> (6/30/2023)	Year-to-Date Change (\$)	Change (%)	Current Month <i>Not</i> <i>Reconciled</i> (7/31/2023)	Notes
<b>ASSETS</b>						
<b>Current Assets</b>						
Cash in Bank General	659,353.00	694,262.00	34,909.00	5.29%	638,396.00	
Cash in Bank TCEQ	4,851.00	2,000.00	(2,851.00)	-58.77%	2,000.00	
Cash in Bank Local	253,392.00	205,604.00	(47,788.00)	-18.86%	205,604.00	
Cash in Bank 911	151,507.00	581,823.00	430,316.00	284.02%	650,791.00	
Cash in Bank FSS	128,500.00	131,861.00	3,361.00	2.62%	138,614.00	
Cash in Bank Section 8	130,139.00	451,327.00	321,188.00	246.80%	406,329.00	
Cash in Bank FSS Forfeiture	0.00	15,714.00	15,714.00	0.00%	15,714.00	
Texpool Investment Acct	214,499.00	162,241.00	(52,258.00)	-24.36%	162,241.00	
Accounts Receivable	2,142,413.00	1,548,456.00	(593,957.00)	-27.72%	141,343.00	
Travel Advance	642.00	729.00	87.00	13.55%	839.00	
Prepaid Items	257,438.00	305,799.00	48,361.00	18.79%	306,723.00	
Due From	1,596,268.00	1,167,234.00	(429,034.00)	-26.88%	1,312,007.00	
Other Assets	28,464.00	65,510.00	37,046.00	130.15%	65,510.00	
<b>Total Current Assets</b>	<b>5,567,466.00</b>	<b>5,332,560.00</b>	<b>(234,906.00)</b>	<b>-4.22%</b>	<b>4,046,111.00</b>	
<b>Fixed Assets</b>						
Building & Improvements	2,863,110.00	3,671,309.00	808,199.00	28.23%	3,671,309.00	
Furniture, Vehicles & Other	3,712,441.00	3,712,441.00	0.00	0.00%	3,712,441.00	
Accumulated Depreciation	(3,962,796.00)	(4,188,567.00)	(225,771.00)	5.70%	(4,188,567.00)	
<b>Total Fixed Assets</b>	<b>2,612,755.00</b>	<b>3,195,183.00</b>	<b>582,428.00</b>	<b>22.29%</b>	<b>3,195,183.00</b>	
<b>Total ASSETS</b>	<b>8,180,221.00</b>	<b>8,527,743.00</b>	<b>347,522.00</b>	<b>4.25%</b>	<b>7,241,294.00</b>	
<b>LIABILITIES</b>						
Accounts Payable	1,748,782.00	1,877,114.00	128,332.00	7.34%	877,567.00	
Payroll Liability	(37,105.00)	(19,779.00)	17,326.00	-46.69%	(21,617.00)	
FSS Escrow Liability	89,031.00	137,356.00	48,325.00	54.28%	144,109.00	
Due To	1,596,268.00	1,167,234.00	(429,034.00)	-26.88%	1,312,007.00	
Deferred Local Revenue	244,422.00	295,115.00	50,693.00	20.74%	296,090.00	
Accrued Compensated Absences	114,347.00	108,007.00	(6,340.00)	-5.54%	108,007.00	
ACC Payroll	4,201.00	111.00	(4,090.00)	-97.36%	111.00	
Long Term Debt Building Payable	349,964.00	349,964.00	0.00	0.00%	349,964.00	
<b>Total LIABILITIES</b>	<b>4,109,910.00</b>	<b>3,915,122.00</b>	<b>(194,788.00)</b>	<b>-4.74%</b>	<b>3,066,238.00</b>	
Fund Balance	4,070,311.00	4,612,621.00	542,310.00	13.32%	4,175,056.00	
<b>Total Liabilities &amp; Fund Balance</b>	<b>8,180,221.00</b>	<b>8,527,743.00</b>	<b>347,522.00</b>	<b>4.25%</b>	<b>7,241,294.00</b>	

## Texoma Council of Governments

## Financial Information

## Statement of Revenue and Expenditures for the Fiscal and Month-to-Date Periods

	Prior Year Thru 6/30/2022	Current Year Thru 6/30/2023	Change (\$)	Change (%)	Current Year Not Reconciled (7/31/23)	Notes
<b>OPERATION REVENUE</b>						
Grant Revenue	4,705,820.72	4,544,047.00	(161,773.72)	-3.44%	5,301,348.81	
Program Revenue	189,602.95	468,740.56	279,137.61	147.22%	512,098.43	SECO/E3 \$103k
Investment Income	307.92	1,373.08	1,065.16	345.92%	1,373.08	
<u>Total OPERATING REVENUE</u>	<u>4,895,731.59</u>	<u>5,014,160.64</u>	<u>118,429.05</u>	<u>2.42%</u>	<u>5,814,820.32</u>	
Total Revenue	4,895,731.59	5,014,160.64	118,429.05	2.42%	5,814,820.32	
<b>EXPENDITURES</b>						
Personnel Expenses	351,052.64	520,885.34	169,832.70	48.38%	779,319.41	
Program Expenses	63,654.35	80,387.46	16,733.11	26.29%	99,131.95	
Direct Services	3,653,491.82	3,025,089.31	(628,402.51)	-17.20%	3,925,937.42	Fannin County Sheriff 911 equipment \$524k
Professional Fees	6,033.75	23,717.00	17,683.25	293.07%	29,363.00	
Interest Expense	2,924.67	2,885.55	(39.12)	-1.34%	4,328.32	
Occupancy	(9,622.74)	70,479.08	80,101.82	-832.42%	93,247.23	
Conferences, Conventions, & Meetings	21,585.79	26,094.90	4,509.11	20.89%	31,657.34	
Printing & Publications	14,844.95	6,953.80	(7,891.15)	-53.16%	8,823.50	
Dues & Subscriptions	(155.59)	987.50	1,143.09	-734.68%	1,036.50	
Operations	6,340.91	5,024.41	(1,316.50)	-20.76%	27,619.70	
Equipment	0.00	412,469.62	412,469.62	0.00%	412,469.62	
<u>Total EXPENDITURES</u>	<u>4,110,150.55</u>	<u>4,174,973.97</u>	<u>64,823.42</u>	<u>1.58%</u>	<u>5,412,933.99</u>	
Net Revenue Over Expenditures	<u>785,581.04</u>	<u>839,186.67</u>	<u>53,605.63</u>	<u>6.82%</u>	<u>401,886.33</u>	
Depreciation	<u>76,443.00</u>	<u>114,627.00</u>	<u>38,184.00</u>	<u>49.95%</u>	<u>114,627.00</u>	
	<u>709,138.04</u>	<u>724,559.67</u>	<u>15,421.63</u>	<u>-43.13%</u>	<u>287,259.33</u>	

Texoma Council of Governments  
Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
100 - General  
From 6/1/2023 Through 6/30/2023

		Total Budget - Original	Current Month Actual	Year-To-Date	Total Budget Variance - Original
	REVENUE				
4020	Local Revenue	234,927.00	183,724.63	193,020.19	(41,906.81)
4040	Interest Income	12.00	109.07	220.29	208.29
	Total REVENUE	<u>234,939.00</u>	<u>183,833.70</u>	<u>193,240.48</u>	<u>(41,698.52)</u>
	REIMBURSEMENT				
9050	Copy Center Reimbursement	26,400.00	1,783.65	3,791.75	(22,608.25)
	Total REIMBURSEMENT	<u>26,400.00</u>	<u>1,783.65</u>	<u>3,791.75</u>	<u>(22,608.25)</u>
	TOTAL REVENUE	<u><u>261,339.00</u></u>	<u><u>185,617.35</u></u>	<u><u>197,032.23</u></u>	<u><u>(64,306.77)</u></u>
	INDIRECT SALARY				
5000	Salaries	26,013.21	8,249.80	10,152.03	15,861.18
5010	Salary Longevity	0.00	19.54	51.13	(51.13)
5090	FICA/Medicare	1,980.50	624.34	771.03	1,209.47
5100	Unemployment Insurance	62.68	0.00	0.00	62.68
5110	Workers Compensation	106.60	33.85	41.78	64.82
5115	Insurance Health	453.57	311.11	453.57	0.00
5116	Insurance Health CoPay Medical	3,786.18	996.92	1,145.53	2,640.65
5120	Dental	35.21	30.65	35.21	0.00
5200	Insurance Health Savings Account	55.91	38.36	55.91	0.00
5201	Insurance Heath Reimbursement Account	224.80	84.34	96.91	127.89
5210	Insurance Life	95.51	9.14	11.19	84.32
5231	Fraud Hotline	2.78	0.00	0.00	2.78
5240	Retirement	1,818.11	576.63	711.41	1,106.70
5910	Indirect G&A	10,799.32	3,893.29	4,798.26	6,001.06
5943	HSA Admin	2.47	1.69	2.47	0.00
5944	HRA Admin	17.47	4.61	5.29	12.18
5945	Cobra Admin	4.81	1.50	1.82	2.99
	Total INDIRECT SALARY	<u>45,459.13</u>	<u>14,875.77</u>	<u>18,333.54</u>	<u>27,125.59</u>
	CONTRACTED SERVICES				
6130	Contracted Services	3,886.00	375.99	671.98	3,214.02



Texoma Council of Governments  
Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
100 - General  
From 6/1/2023 Through 6/30/2023

		Total Budget - Original	Current Month Actual	Year-To-Date	Total Budget Variance - Original
	Total CONTRACTED SERVICES	<u>3,886.00</u>	<u>375.99</u>	<u>671.98</u>	<u>3,214.02</u>
	UTILITIES				
6625	Utilities	<u>17,343.00</u>	<u>835.83</u>	<u>2,026.90</u>	<u>15,316.10</u>
	Total UTILITIES	<u>17,343.00</u>	<u>835.83</u>	<u>2,026.90</u>	<u>15,316.10</u>
	OTHER				
6083	Cash Match	43,333.00	0.00	0.00	43,333.00
6135	Copier Expense	22,440.00	1,869.70	3,739.40	18,700.60
6160	Dues/Subscriptions	250.00	0.00	0.00	250.00
6200	Equipment	3,000.00	0.00	246.73	2,753.27
6307	Insurance	1,800.00	0.00	0.00	1,800.00
6314	IT Direct Bill	5,000.00	324.45	896.93	4,103.07
6325	Maintenance	20,600.00	4,075.24	6,426.79	14,173.21
6335	Miscellaneous Expense	0.00	177.00	212.24	(212.24)
6450	Property Tax	16,500.00	0.00	0.00	16,500.00
6505	Refund to Agency	0.00	407.20	407.20	(407.20)
6530	Service & Recognition Awards	2,500.00	225.99	225.99	2,274.01
6570	Supplies	1,225.00	178.83	457.51	767.49
6590	Telephone-Internet	278.00	31.00	118.50	159.50
6595	Training	3,000.00	(729.94)	(729.94)	3,729.94
6614	Travel	3,800.00	0.00	0.00	3,800.00
7001	Equipment Maintenance	20,000.00	0.00	0.00	20,000.00
8500	Interest Expense	12,966.00	1,442.77	2,885.55	10,080.45
8510	Principle Payments	<u>44,499.00</u>	<u>7,574.57</u>	<u>15,149.13</u>	<u>29,349.87</u>
	Total OTHER	<u>201,191.00</u>	<u>15,576.81</u>	<u>30,036.03</u>	<u>171,154.97</u>
	TOTAL EXPENSES	<u>267,879.13</u>	<u>31,664.40</u>	<u>51,068.45</u>	<u>216,810.68</u>
	NET INCOME/LOSS	<u>(6,540.13)</u>	<u>153,952.95</u>	<u>145,963.78</u>	<u>152,503.91</u>

STATUS AS OF: JUNE 2023

CFDA	PROGRAM	Federal Revenue	State Revenue	Local Revenue	In-Kind	Total Cash Revenue	Performance Period		Period Length (Months)	Months into Period	\$ Expended (Target)	% Expended (Target)	\$ Expended (Actual)	% Expended (Actual)	\$ Remaining for Expenditure	% Difference (Actual / Target)	Notes
14.871	SECTION 8	\$ 6,996,145				\$ 6,996,145	1/1/2023	#####	12	6	\$ 3,498,073	50.00%	\$ 3,338,784	47.72%	\$ 3,657,360.53	-2.28%	BALANCE CARRIES FORWARD
93.791	ADRC	\$ 46,131	\$ 55,729			\$ 101,860	9/1/2022	8/31/2023	12	10	\$ 84,883	83.33%	\$ 91,144	89.48%	\$ 10,716.33	6.15%	ON TRACK
MULT.	211 TIRN	\$ 202,280	\$ 197,839			\$ 400,119	9/1/2022	8/31/2023	12	10	\$ 333,433	83.33%	\$ 339,300	84.80%	\$ 60,819.47	1.47%	ON TRACK
93.568	CEAP	\$ 5,311,939				\$ 5,311,939	1/1/2023	#####	12	6	\$ 2,655,970	50.00%	\$ 3,635,827	68.45%	\$ 1,676,112.50	18.45%	ON TRACK NEED TO SPEND AND THEN START ON SUPPLEMENTAL
93.568	CEAP SUPPLEMENTAL	\$ 1,299,412				\$ 1,299,412	1/1/2023	#####	12	6	\$ 649,706	50.00%	\$ -	0.00%	\$ 1,299,412.00	-50.00%	NEW CONTRACT HAVE TO SPEND CEAP
93.569	CSBG	\$ 248,016				\$ 248,016	1/1/2023	#####	12	6	\$ 124,008	50.00%	\$ 125,150	50.46%	\$ 122,865.54	0.46%	ON TRACK
93.569	CSBG DISC	\$ 17,187				\$ 17,187	1/1/2023	9/30/2023	9	6	\$ 11,458	66.67%	\$ 17,187	100.00%	\$ -	33.33%	COMPLETED
93.569	CSBG DISC ADMIN	\$ 5,714				\$ 5,714	1/1/2023	9/30/2023	9	6	\$ 3,809	66.67%	\$ 2,564	44.87%	\$ 3,149.93	-21.79%	NEW CONTRACT- WILL COMPLETE IN JUNE
93.568	LIHEAP	\$ 850,922				\$ 850,922	1/1/2023	#####	12	6	\$ 425,461	50.00%	\$ 284,443	33.43%	\$ 566,479.15	-16.57%	ON TRACK
81.042	DOE	\$ 401,146				\$ 401,146	7/1/2022	6/30/2023	12	12	\$ 401,146	100.00%	\$ 368,475	91.86%	\$ 32,670.89	-8.14%	COMPLETED
93.568	LIHWAP	\$ 301,896				\$ 301,896	1/1/2022	6/30/2023	18	18	\$ 301,896	100.00%	\$ 233,397	77.31%	\$ 68,499.26	-22.69%	REDUCING CONTRACT AMOUNT
N/A	ATMOS			\$ 55,000		\$ 55,000	1/1/2022	#####	24	18	\$ 41,250	75.00%	\$ 23,132	42.06%	\$ 31,868.34	-32.94%	ON GOING. NO CONTRACT END DATE
N/A	COSERV			\$ 3,500		\$ 3,500	1/1/2022	#####	24	18	\$ 2,625	75.00%	\$ 3,128	89.37%	\$ 372.22	14.37%	ON GOING. NO CONTRACT END DATE
N/A	FRONTIER			\$ 15,000		\$ 15,000	1/1/2023	#####	12	6	\$ 7,500	50.00%	\$ 66	0.44%	\$ 14,934.37	-49.56%	ROLLS OVER TO NEW CONTRACT
N/A	TACAA			\$ 227,500		\$ 227,500	1/1/2023	#####	10	6	\$ 136,500	60.00%	\$ 11,258	4.95%	\$ 216,241.73	-55.05%	ROLLS OVER TO NEW CONTRACT
N/A	RELIANT			\$ 49,904		\$ 49,904	1/1/2022	#####	24	18	\$ 37,428	75.00%	\$ 12,571	25.19%	\$ 37,333.31	-49.81%	ON GOING. NO CONTRACT END DATE
N/A	TRINITY VALLEY COOP			\$ 1,250		\$ 1,250	1/1/2022	#####	24	18	\$ 938	75.00%	\$ -	0.00%	\$ 1,250.00	-75.00%	ON GOING. NO CONTRACT END DATE
N/A	DIRECT ENERGY			\$ 4,919		\$ 4,919	1/1/2022	#####	24	18	\$ 3,689	75.00%	\$ 3,296	67.00%	\$ 1,623.17	-8.00%	ON GOING. NO CONTRACT END DATE
N/A	TXU ENERGY			\$ 27,477		\$ 27,477	10/1/2022	9/30/2023	12	9	\$ 20,608	75.00%	\$ 22,113	80.48%	\$ 5,364.73	5.48%	ON GOING. NO CONTRACT END DATE
94.011	FGP	\$ 441,218			\$ 23,864	\$ 465,082	7/1/2021	6/30/2024	36	24	\$ 310,055	66.67%	\$ 323,711	69.60%	\$ 141,371.22	2.94%	ON TRACK BASED ON ACTIVITIES
94.002	RSVP	\$ 192,339			\$ 49,500	\$ 241,839	7/1/2022	6/30/2025	36	12	\$ 80,613	33.33%	\$ 54,039	22.34%	\$ 187,800.39	-10.99%	ON TRACK BASED ON ACTIVITIES
N/A	FGP STATE		\$ 5,316			\$ 5,316	9/1/2022	8/31/2023	12	10	\$ 4,430	83.33%	\$ 5,316	100.00%	\$ -	16.67%	COMPLETED
N/A	RSVP STATE		\$ 24,937		\$ 16,500	\$ 24,937	9/1/2022	8/31/2023	12	10	\$ 20,781	83.33%	\$ 24,552	98.45%	\$ 385.96	15.12%	HAVE TO SPEND DOWN FIRST
11.303	EDA PLANNING	\$ 210,000		\$ 45,000	\$ 165,000	\$ 420,000	1/1/2021	#####	36	30	\$ 350,000	83.33%	\$ 313,515	74.65%	\$ 106,485.09	-8.69%	ON TRACK BASED ON ACTIVITIES
N/A	MSW		\$ 230,000			\$ 230,000	9/1/2021	8/31/2023	24	22	\$ 210,833	91.67%	\$ 189,444	82.37%	\$ 40,556.30	-9.30%	ON TRACK BASED ON ACTIVITIES
N/A	TXCDBG		\$ 8,799			\$ 8,799	9/1/2022	8/31/2023	12	10	\$ 7,333	83.33%	\$ 8,327	94.64%	\$ 471.69	11.31%	ON TRACK BASED ON ACTIVITIES
N/A	GIS			\$ 74,386		\$ 74,386	5/1/2023	4/30/2024	12	2	\$ 12,398	16.67%	\$ 21,311	28.65%	\$ (8,913.71)	11.98%	ON TRACK BASED ON ACTIVITIES
N/A	CJD		\$ 68,026	\$ 29,131		\$ 97,157	9/1/2022	8/31/2023	12	10	\$ 80,964	83.33%	\$ 61,305	63.10%	\$ 35,851.70	-20.23%	CONTRACT ROLLS OVER
N/A	911-2023		\$ 885,643			\$ 885,643	9/1/2022	8/31/2023	12	10	\$ 738,036	83.33%	\$ 1,347,359	152.13%	\$ (461,715.61)	68.80%	ON TRACK BASED ON ACTIVITIES
N/A	HSGD IL		\$ 34,307			\$ 34,307	9/1/2022	8/31/2023	12	10	\$ 28,589	83.33%	\$ 16,854	49.13%	\$ 17,452.68	-34.21%	CONTRACT ROLLS OVER
97.067	HLSEC PLANNING	\$ 65,000				\$ 65,000	1/1/2023	#####	12	6	\$ 32,500	50.00%	\$ 20,019	30.80%	\$ 44,981.15	-19.20%	CONTRACT ROLLS OVER
N/A	RI-RADIO INFRA		\$ 250,000			\$ 250,000	1/1/2023	#####	12	6	\$ 125,000	50.00%	\$ 15,573	6.23%	\$ 234,426.53	-43.77%	ON TRACK BASED ON ACTIVITIES
N/A	MITIGATION			\$ 75,000		\$ 75,000	5/1/2021	4/30/2023	24	26	\$ 81,250	108.33%	\$ 56,105	74.81%	\$ 18,894.68	-33.53%	ON TRACK BASED ON ACTIVITIES
N/A	SHSP-LETPA	\$ 167,456				\$ 167,456	10/1/2022	9/30/2023	12	9	\$ 125,592	75.00%	\$ 112,946	67.45%	\$ 54,509.68	-7.55%	ON TRACK BASED ON ACTIVITIES
MULT.	AAA	\$ 2,155,850	\$ 122,194	\$ 1,220,860	\$ 61,000	\$ 3,498,904	10/1/2022	9/30/2023	12	9	\$ 2,624,178	75.00%	\$ 1,612,230	46.08%	\$ 1,886,674.24	-28.92%	ON TRACK BASED ON ACTIVITIES
Total		\$ 18,912,651	\$ 1,882,791	\$ 1,828,928	\$ 315,864	\$ 22,862,733						\$ 13,572,932	\$ 12,694,439	\$ 10,106,305			

**TO:** TCOG Governing Board  
**THRU:** Eric Bridges, Executive Director *EMB*  
**FROM:** Cara Lavender, AAA Director  
**DATE:** August 14, 2023  
**RE:** Area Agency on Aging (AAA) of Texoma Area Plan FY 2024-2026

### **RECOMMENDATION**

Approve the Texoma AAA Area Plan FY 2024-2026 for submission to the State of Texas.

### **BACKGROUND**

TCOG's Area Agency on Aging (AAA) Department is mandated by the Older Americans Act (OAA) to be responsible for the development and coordination of a comprehensive system of services for citizens age 60 and over residing in Cooke, Fannin and Grayson Counties. Responsibilities include being the focal point for aging services, providing advocacy and outreach for older individuals in their service area, developing and implementing an area plan based on the OAA, procurement of OAA services funded with federal and state funds, contract negotiation, reporting, reimbursement, accounting, auditing, monitoring and quality assurance. The overall goal is to promote lifelong independence by providing alternatives in long-term care options through a wide variety of services.

### **DISCUSSION**

The Area Plan describes specific services to be provided to older adults residing in a given planning and service area (PSA) and is developed from an assessment of needs of the PSA as determined by public input that includes invited participation of older adults, their caregivers, the advisory councils for the area agencies on aging and other appropriate stakeholder organizations. The plan also states the goals and objectives that the AAA and its staff and volunteers plan to accomplish during the plan period.

The Area Plan is not a current report of achievements but presents a framework in reflecting the agency's efforts to develop and execute plans, opportunities and partnerships for services to older adults over the next three years.

**Texoma Regional Advisory Council has reviewed and approved this plan on August 16, 2023.**

### **BUDGET**

N/A



# **Lexoma AAA Area Plan** **FFY 2024 – FFY 2026**

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**As Required by  
Older Americans Act, As Amended in  
2020: Section 306, Area Plans**

 **Pending Approval by HHSC Office of  
Area Agencies on Aging  
July 2023**

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## Section 1. Executive Summary

The Texoma Area Agency on Aging (AAA) prepares an Area Plan on Aging as required by the Texas Office of Area Agencies on Aging (OAAA) under the U.S. Department of Health and Human Services Commission (HHSC). The Area Plan provides strategic direction to the Texoma area senior services network and complies with instructions by HHSC.

This Area Plan addresses the following: key sociodemographic factors that will shape funding needs; priorities, unmet needs and best practices identified by the OAAA; in providing objectives in working with the aging network on cost-effective, high quality services to Texoma's older adults, adults with disabilities and their caregivers.

The 2020 Census states that the Texoma region's total population is 212,257. Based on the Texoma Demographic and Socioeconomic data provided by Texas Health and Human Services Commission, the Texoma region's 60 plus population is projected to increase from 55,626 to 60,006 by 2025 and 63,217 by 2035 with special emphasis on those who are 85 and older having a predicted 43.8% increase in population by 2035. This data is significant as the 85 and over population is frailer and their demand for services will be longer. For the AAA this could be more costly as funding and staff bandwidth will be stretched further than in years past.

Texoma AAA has many partnerships, both private and public that serve our population. These agencies partner with our agency in providing education and events to our region. There are currently 10 agencies that make up the "Texoma Area Aging Education Committee" which puts on large quarterly educational events targeting aging individuals and their caregivers and an annual Caregiver Conference. Other partners and organizations assist the AAA in providing fun social gatherings, and awareness across the region to hard-to-reach seniors who may otherwise be isolated.

Services provided by the AAA are intended to prolong independent living and autonomy by preventing or delaying entry into a long-term care environment. Direct services provided by the AAA include: Aging Administration, Information, Referral and Assistance, and Data Management, Caregiver Information Services, Outreach and Public Information Services. Services provided directly by Texoma AAA staff that link clients to in-home services are Care Coordination and Caregiver Support Coordination. Texoma AAA staff that are certified Benefits Counselors

provide Health Information, Counseling and Advocacy Program (HICAP) Assistance and HICAP Outreach, Medicare Improvement for Patients and Providers Act (MIPPA) Outreach and Assistance- which provides help to Medicare beneficiaries - Legal Assistance for 60 and over, and Legal Awareness which assists with HHSC benefits, information about scams and fraud and many other educational opportunities. In home services provided by subrecipients and authorized by Texoma AAA staff include congregate meals, home delivered meals, residential repair, homemaker services, in-home respite, personal assistance, and transportation funding. Texoma AAA contracts with TAPS Public Transit for 60 and older riders. Evidence-Based programs are provided by AAA staff as well as our local Agrilife extension through contracted staff. Texoma AAA Ombudsman and Volunteer Ombudsman will provide visitation and advocacy to 21 skilled nursing facilities and 20 assisted-living facilities across our region.

The Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis was completed by AAA staff.

- Strengths included dedicated and highly trained staff, AAA is a one-stop shop for information, strong community partnerships, high community involvement, increasing staff numbers, strong ombudsman advocates and support from senior leadership.
- Weaknesses include rural demographic, transportation access, increasing cost of living, inadequate mental health resources, late release of funding and lack of regional awareness and available contractors.
- Opportunities include local grant foundations, new partnerships/collaborations, the ability to re-evaluate programming, and increasing technological access.
- Threats include funding cuts, changing of service definitions that would prevent direct service, decreasing volunteerism, and increasing senior populations without proportionate funding and staff.

Texoma AAA will continue to utilize a multi-disciplinary approach in targeting older individuals with the greatest psychosocial and economic needs- lower income, limited English, rural areas and those at risk for institutionalization. Staff will continue to provide person-centered/directed services to best serve the autonomy of all that we provide resources to.



Texoma AAA will leverage the commitment and support provided by TCOG Administration and Board of Directors as well as our diverse Aging Advisory Council to continue serving the ever-changing region by connecting our clients with services provided at TCOG but also other helping agencies across our region.

## Section 2. Mission and Vision Statements

Legal Reference: 45 CFR 1321.53

### Mission

To promote and protect the well-being of the older person in Texoma.

(Older Americans Act: §1321.53: Mission of the Area Agency)

### Vision

Assist individuals age 60 and over, their caregivers and persons with a disability to be independently operational, healthy individuals who are fully engaged in their community to the best of their ability and desire.

## Section 3. Board of Directors/Governing Body/Executive Committee

### Membership Composition

At least two-thirds (2/3) of the representatives of the Governing Board shall be elected official representatives of regular members in accordance with subsection (2)(B)(i) of this Article. Furthermore, the Governing Board shall be composed of representatives who collectively satisfy the requirements of applicable state and federal law.

The Governing Board shall consist of fifteen (15) representatives as follows:  
Elected Officials:

(a) The County Judge of: 1. Cooke County, 2. Fannin County, and 3. Grayson County.

(b) The Mayor of:

1. The City of Bonham,
2. The City of Denison,
3. The City of Gainesville,
4. The City of Sherman.

© General Law cities:

1. The Mayor of one (1) General Law city from each of:
  - A. Cooke County,
  - B. Fannin County, and
  - C. Grayson County.

Community Representatives:

The Commissioners Court of each County shall appoint one (1) community representative.

School Districts: One (1) representative of a school district with an enrollment of more than 1,000 students.

Community College Districts: One (1) representative of a community college district.

### Frequency of Meetings

The appointed representatives serving on the Governing Board shall meet at a time and place it decides, but no less than monthly.

## **Officer Selection Schedule**

The Governing Board shall elect officers at the regularly scheduled June meeting.

## **Current Officers**

- President: Honorable Edwina Lane (June 2022-Present)
- Vice President: VACANT
- Treasurer: Honorable Ken Keeler (June 2022-Present)
- Secretary: Honorable Ken Keeler (June 2022-Present)
- Immediate Past Chair (or President): Honorable Jeff Whitmire (June 2020-June 2022)
- Other: Texas State Senate: Senator Drew Springer (Ex-Officio)

## Section 4. Advisory Council

Legal References: 45 CFR 1321.57; OAA 2020 306(a)(6)(D)

### Council Composition

The Advisory Council shall include individuals and representatives of community organizations who will help to enhance the leadership role of the Area Agency on Aging in developing community-based systems of service and shall be made up of;

1. More than 5% persons age 60 or over, including minority individuals who are participants or who are eligible to participate in aging programs;
2. Representatives of older persons;
3. Representatives of health care provider organizations, including providers of veterans' health care (if appropriate);
4. Representatives of service providers to older adults, including senior centers and meal providers (if appropriate);
5. Persons with leadership experience in the private and voluntary sectors;
6. Local elected officials; and
7. The general public.

### Members by Category

In Table 1. below, enter the number of council members in the PSA who represent each category listed. A council member may be counted in more than one category.

**Table 1. Advisory Council Members by Category**

Category	Number of Members
Older Individuals Residing in Rural Areas	4
Clients of Title III Services	1
Older Individuals	4
Minority Older Individuals who Participate or are Eligible to Participate in OAA Programs	1
Local Elected Officials	1
General Public	5
Veterans' Health Care Providers, if applicable	
Service Providers	5

Category	Number of Members
Family Caregivers of Older Individuals who are Minority or who Reside in Rural Areas	1
Business Community Representatives	1
Representatives of Older Individuals	8
Representatives of Health Care Provider Organizations	4
People with Leadership Experience in the Private and Voluntary Sector	10
Representatives of Supportive Services Provider Organizations	3

## **F**requency of Meetings

The Advisory Council shall meet every other month, beginning with a meeting in October.

## **M**ember Selection Schedule

Members shall serve staggered three-year terms and may succeed themselves for a total of two full terms. Having served two full terms (6 years), members may again be considered for membership after a one-year break in service. Advisory Council members shall be nominated by the TCOG/AAA staff and AAA Director and the existing Council members shall then vote on the nominees' memberships in the month of October. All members must be confirmed by the TCOG Board of Directors.

## Advisory Council Members

**Table 2. AAA Advisory Council Members**

<b>Name</b>	<b>Occupation or Organization or Affiliation</b>	<b>County of Residence</b>	<b>Member Since</b>	<b>Current Office Term</b>
Brandy Barnard	Representative of healthcare org: Hospice	Cooke, Fannin, Grayson	2022	2022-2028
Sharon Brazeal	Older Adult Residing in a Rural Area	Grayson	2017	2017-2023
Turner Coulson	District Coordinator for Representative Reggie Smith	Fannin, Grayson	2022	2022-2028
Joe Dale (Chair)	Older Adult Residing in a Rural Area	Fannin	2018	2018-2024
Christian Fulkerson	Representative of healthcare org: SNF Administrator	Grayson	2022	2022-2028
Deena Lowry (Co-Chair)	Service Provider-Sherman Senior Center Manager	Grayson	2021	2021-2027
Shari Marshall	Representative of healthcare org: home health	Cooke, Fannin, Grayson	2020	2020-2026
Greg Pittman	Service Provider: ED of Meals on Wheels	Cooke, Fannin, Grayson	2018	2018-2024
Bonnie Arrington	Representative of Older Adults: Americorps Senior Program Mgr	Cooke, Fannin, Grayson	2023	2023-2029
Barbara Kemp	Older Adult Residing in	Grayson	2023	2023-2029

	Rural Area			
Misty Troxtell	Service Provider: Owner of Texoma Guardian Group	Cooke, Fannin, Grayson	2022	2022-2028
Shellie White	Service Provider: TAPS mgr	Fannin, Grayson	2022	2022-2028
Madah Stroup	Representative of healthcare org: SNF Administrator	Fannin	2023	2023-2029
OPEN	Older Adult	Grayson		
OPEN	Service Provider: Attorney			
OPEN	Older Adult	Cooke		



## Section 5. Agency Description and PSA Profile

Legal References: 45 CFR 1321.53; OAA 2020 306(a)(3), 306(a)(4), 306(a)(5) and 306(a)(12); 26 TAC 213.1

### Identification of Counties and Major Communities

The Texoma Region is a tri-county area located in north central Texas, south of Lake Texoma and the Red River-bordering between Oklahoma and Texas. Service area is 2,774 square miles in Cooke, Grayson and Fannin counties.



Grayson County is the largest of the three counties with an estimated population of 135,543; Cooke County borders Grayson on the west with an estimated population of 41,668; Fannin County borders Grayson on the east with an estimated population of 35,046. (ACS Census Data 2020).

**Sherman** is the county seat of Grayson County and the largest community numerically with an estimated 43,645, with **Denison** being the second largest community in Grayson with an estimated population of 24,479-also the closest to the Red River bordering Oklahoma.

**Bonham** is the county seat and largest city of Fannin County with an estimated population of 10,408.

**Gainesville** is the county seat and largest city of Cooke County with an estimated population of 17,394.

*(Population Figures Source: US Census Bureau, 2020 Census Data)*

## **Socio-Demographic and Economic Factors**

The Texoma region's total population is 210,644. The 60 and over population is 55,626 or 26.4%.

For this population: 25,981 are male and 29,645 are female. Non-Hispanic White makes up 88.9%, Non-Hispanic Black: 4%, Non-Hispanic Asian: 0.6%, Non-Hispanic Other: 2.2% and Hispanic: 4.3%.

17,515 (36.2%) of individuals over 60 in the Texoma region have a disability. 9730 individuals are veterans, putting our region significantly above the state average of 15%- especially in Fannin County which has 21.8% of older adult veterans.

The median family average income in the Texoma region for households ages 60 and older is \$65,456 with Cooke County having the highest at \$70,496 and Fannin County being the lowest for average income at \$54,030. Across the region, 8.2% of individuals 60 and over were below 100% of poverty- Fannin County being statistically above the region and state average at 11.1% of their seniors being 100% of poverty and 32.2% being below 200% of poverty. It is important to also note that 25.2% of seniors in the Texoma region live alone with Fannin County leading at 26.5% living alone.

In terms of healthcare coverage, 4.7% of seniors in the region are uninsured completely with 22.2% having Medicare only. 3.8% have both Medicare and Medicaid coverage.

Education data across the region shows that 32.4% of those 60 and older have a high school diploma. 28.7% of adults 60 and over are still actively employed in the workforce.

The Sherman/Denison area is urban with outlying rural areas in Grayson County. Sherman/Denison is the center for major retail, industry, medical facilities, physicians and two higher education institutions. After the closing of Perrin Air Force Base in Denison during the 1970's many of the military personnel retired in the Texoma region and surrounding Lake Texoma.

Cooke County is a rural economy, centering on oil and gas production with associated industries. It's largest town, Gainesville, has some retail, limited medical facilities and one junior college.

Fannin County is rural and agricultural with the majority of the population commuting to other regions, including the Dallas Metroplex, for jobs and medical care. Though social service agencies are making strides to reach parts of this county, the larger percentage of the psychosocial needs statistically remain in Fannin at this time.

Texoma area does offer many activities that could enhance the quality of life. However, it is important to note that with transportation being an increasing barrier and access being minimal- especially in the rural areas of our region- a senior could easily experience social isolation. Seniors without transportation are likely to be looking for transportation to essential basic needs such as medical appointments not for social gatherings and activity.

## Economic and Social Resources

Economic and Social Resources for our region includes **Lake Texoma**, one of the largest reservoirs in the United States and the 12<sup>th</sup> largest US Army Corps of Engineers' (USACE) lake. Located on the Red River between Oklahoma and Texas, the Lake is our region's largest source of tourism attracting approximately 6 million visitors a year. Lake Texoma is formed by Denison Dam on the Red River and located at the confluence of the Red and Washita Rivers with a surface area of approximately 93,000 acres. Sherman/Denison metropolitan are the two major cities closely surrounding the lake area in Grayson County with the city of Gainesville surrounding the lake in Cooke County.

Lake Texoma features state parks and several small islands accessible only by means of water transportation. Construction of the dam was completed in January 1944 and the installation of the two generators completed in September 1949. Lake Texoma was then authorized for flood control, hydropower and water supply. Recreational opportunities include two wildlife refuges, two state parks, 54 USACE-managed parks, 12 marinas, 26 resorts, hundreds of campgrounds, great fishing and a variety of golf courses. Power boating, sailing, personal watercraft, water skiing and wind surfing are very popular with tourists.

Lake Texoma is home to the Lakefest Regatta and considered to be the first inland charity regatta in the United States. Highest seasonal tourism is shown during the spring, summer and fall with many summer residents from the northern areas who relocate for a time in our Gainesville and Sherman/Denison areas in order to take advantage of the many warm weather recreational activities. Fannin County is currently building a new lake district which will affect the future population and seasonal shifts in tourism.

**North Texas Regional Airport (NTRA)** NTRA (formerly Perrin Air Force Base) is a functional airline offering flights into the metroplex of Dallas/Fort Worth.

**Arts and Cultural Districts** Denison Arts and Cultural District offers many recreational opportunities for our region's older population with a 30-block area of downtown art galleries, antique and specialty shops, performance venues, historic theater, art schools, restaurants and wine tasting room, recording and dance studios, museums, loft living spaces, library and the Old Katy Depot. Some buildings are listed on the National Register of Historic Places. Sherman Cultural District advocates for the arts and artists to improve the environment and promote arts-based tourism and economic growth through art studios, antique shops, community playhouse, creating opportunities for our region's older population to

continue engagement in civic engagement as long as desired. Arts and cultural opportunities are also offered in the rural towns of Gainesville (Cooke County) and Bonham (Fannin County), however, in a more limited form.

**Higher Education** Grayson College is a rural public community college with the main campus in Denison and branch campuses at the Perrin Air Force Base and Van Alstyne, all three in Grayson County. Austin College is a suburban private liberal arts college located in Sherman in Grayson County with a main campus of 70 acres. North Central Texas College is a rural public community college located in Gainesville in Cooke County, with a main campus of 110 acres. Educational opportunities are available for our region's older population in all three colleges.

## **Description of Service System**

Services to meet basic needs of our region's older adults and those with disabilities are established through the wide scope of OAAA/HHSC funded services through Texoma AAA. Comprehensive assessments are completed through AAA programs such as caregiver/care coordination, legal services, ombudsman and connecting individuals with other appropriate resources through information, referral and assistance. Our region's needs continue to be examined, both through our agency and the public and private sector in our area, in order to provide required services to meet the ongoing needs in our region.

Our services are intended to prolong independent living and to prevent/delay the entry into long-term care environments.

Caregiver Support Coordination will provide in-home respite, residential repair and health maintenance to individuals caring for someone over the age of 60. They will provide caregivers with accurate and relevant caregiving information and resources through educational seminars, groups, and workshops.

Texoma AAA Benefits Counselors will provide information and assistance about health insurance options, public benefits and entitlement programs including Medicare. This allows older individuals to have more control of their healthcare, having access to programming necessary to maintaining a higher quality of life for longer. They will also provide education through seminars, and handouts across the regions on how to identify and prevent fraud, misuse and scamming while working alongside our partner-Senior Medicare Patrol.

Evidence-Based programming offered by Texoma AAA staff provide education to empower older adults to take control over their health and to reduce chronic illnesses and unnecessary hospitalization. Programming includes "A Matter of Balance", "Care Transitions Intervention", "Powerful Tools for Caregivers" and "PEARLS for depression".

Information and Referral services gives access to many resources with our AAA and beyond to callers who need assistance in identifying and accessing services related to the needs of older adults. Our partnership with Texoma ADRC allows us to share callers, and resources to better serve the unique needs of our population.

Ombudsman services provide advocacy and grievance resolution services to seniors who are living in licensed skilled nursing facilities for long-term care or assisted

living institutions. Our Ombudsman address quality of care and life for those individuals who are now living in these settings and make regular visits to promote safer living and to enhance the compliance with mandated resident rights.

Staff have access to translation/language line which provides immediate communication support in over 240 languages. Texoma AAA does have one staff person who is bilingual and speaks fluent Spanish for emergent calls.



## Focal Points

**Table 3. Focal Points in the Planning and Service Area**

Community Served	Name and Address of Focal Point	Services Provided	Services Coordinated with Other Agencies
Cooke, Fannin and Grayson Counties	Area Agency on Aging 1117 Gallagher Dr Suite 350, Sherman TX 75090	IR&A, Care Coordination; nutrition, residential repair, health maintenance, homemaker, Caregiver Services; respite, support and education, Legal Assistance: MIPPA/SHIP counseling and services; Ombudsman LTC/ALF	Gainesville Housing Authority Texoma Housing Partners Meals on Wheels of Texoma Senior Centers Rural Libraries (Bonham, Pottsboro)

## **Role in Interagency Collaborative Efforts**

Texoma AAA prides itself in the ability to form and maintain community collaboration relationships with local and regional agencies and organizations. These relationships enable everyone to better serve and advocate for older residents and their caregivers across the region. Collaborations include educational events, health fairs, support groups, trainings and distribution events across the region geared to meeting the needs of our aging network. Texoma AAA is able to better staff concerns, identify issues and needs as well as identify solutions for the identified issues.

Texoma AAA has been strengthening a relationship with Austin College, our local higher learning university, through utilizing interns for short-term projects, in giving lectures for their community leadership class and tapping into the skill-sets of college level students to increase resources while creating interdisciplinary interactions for both students and seniors alike.

Texoma AAA maintains many local and regional partnerships which include: Texoma Community Center (formerly MHMR-local mental health authority), faith-based organizations, local and regional hospital systems and Medicare providers, RSVP and Foster Grandparent programs with AmeriCorps Seniors, Texoma ADRC, indigent healthcare clinics, the Alzheimer's Association of Dallas, Regional Adult Protective Services offices and local United Way chapters. We receive continued support from the Grayson County Rotary for our Relatives as Parents program. Texoma has recently started a partnership with Medicare Savings Patrol and will continue utilizing their supports to educate individuals across the PSA.

Strategic partners are essential in providing caregiver support in our region and AAA partners with home health agencies (caring of older adults in home settings); hospices; local hospitals and physicians in distributing AAA informational flyers of direct services and making client referrals to our caregiver program. Speakers from these partnerships donate their time to give needed educational presentations on health and safety, legal issues and mental wellness to older individuals in our region. Partnerships with national organizations such as Alzheimer's Association, provide AAA staff with best practices training and online webinars, educational materials and handouts for AAA caregivers and their families. Texoma also partners with a local in-home care agency, Home Instead, with their "Be a Santa to a Senior" program each Christmas season.

Texoma AAA will continue to identify and build relationships with as many community partners from the public and private sector as possible to identify, design and implement programs and services to address service gaps for our senior population.

## **Section 6. Preparedness Assessment**

Legal Reference: OAA 2020 306(b)

### **Projected Population Changes**

Based on the Texoma Area Demographic and Socioeconomic Data provided by Texas Health and Human Services Commission, the Texoma region's 60 plus population is projected to continually increase from the July 2019 data collection at a rate of 5.4% to a total of 63,217. The 85 and older population is projected to be at 5,285 in 2025 and 7598 by 2035 totaling a 43.8% population growth for the 10 year period. This is significant data for our region as the 85 and older population is significantly more frail and their demand for services will be longer in duration. This could result in more costly services for the AAA with funding and staff being stretched past their limits in order to meet the need.

Overall the 60 plus and 85 plus populations are both projected to grow across all three counties in our region making this a necessary consideration while planning services, funding allocations and outreach.

## **Analysis of Population Changes**

The projected and anticipated population changes across the tri-county region of Texoma in the next ten years could negatively affect the services the AAA is able to provide to older people. The cost of living continues to rise across our region and the entire state causing complex challenges to seniors who live on a fixed income. Clients we serve are already finding it difficult to stretch their social security retirement income to make ends meet at this time and with projected cost of living increases along with the population increase, this is anticipated to continue to come to the forefront. Higher costs of living will contribute to seniors needing access to more services at no cost, which will mean a greater need for AAA and state services.

When considering the population increase across the Texoma region, it is important to understand the demographic data for the seniors served to not only cater to the unique needs but prepare for upcoming years in the way we provide services.

The Texoma region is above the state average in the percent of 60 and over population with a disability who are still living in a community setting (Texas: 32.3%, Texoma: 36.2%)-Grayson holding the highest at 37.9%. Texoma is also above the state average or individuals 60 and over with a hearing impairment (Texas: 12.5%, Texoma: 14.7%)- Fannin County being the highest percentage at 16.1%. Grayson County leads the region with the highest percentage of 60 and over with vision impairments at 7.2% (Texas: 6.7%, Texoma: 6.8%). Grayson County leads the region with the highest percentage of 60 and over with cognitive impairments at 9.4% (Texas: 8.4%, Texoma: 8.9%). Fannin county, though the lower in population size, has a significantly higher population of those 60 and above with two or more disabilities at 10.2%, compared to the states average of 7% and the Texoma regions average of 7.9%. Fannin county, though the highest in individuals over 60 with two or more disabilities, is also the highest in the region for 60 and over population without insurance coverage at 5.9%. Fannin county leads the region in the highest percentage of 60 and over population falling below the 200% poverty line at 32.2%. This data is significant as Grayson (26.9%) and Cooke County (22.3%) are significantly less for this data point, and the state average is at 28.9%.

With the discussed data points we identify that our region has higher than Texas state averages across the board when it comes to disabilities, uninsured and underinsured, cognitive impairment, hearing and vision issues, and poverty levels with Fannin County being the most in need (though the smallest in population).

Texoma AAA will continue to consider both the increases in population of both 60 and over and 85 plus, as well as the unique income restraints, and complex disabilities when providing services throughout this area plan and beyond.

Particular emphasis will be on the 85 and above population as they are the greatest need- most are no longer able to drive, living in more rural parts of our region, and are of a significantly lower income. This increase will also increase the need for supportive services in our PSA and for state supportive services. The AAA will utilize its funding for short term solutions as we help those that qualify for greater long-term services such as Community Attendant Services and Veterans Aid and Attendance services. Families of this age group will also continue to need access to caregiving resources, which will mean more caregivers will need to be served than in prior years.

## **Capacity Building**

Texoma AAA has many strong collaborations in place and has a budding culture of creating more to continue building in the access we have to seniors across the region. Being part of the Texoma Council of Governments affords the AAA with a governing board of directors that is made up of city and county officials across the PSA. This enables the AAA to have an audience with these individuals as needed during monthly board of directors' meetings.

Being part of a greater COG allows the AAA to have working relationships with other social service resources in different departments that also can serve the 60 and over population. These programs include housing, public safety, utility assistance and weatherization. AAA staff frequently utilize other TCOG departments and hold consumer staffing with others to greater meet the needs of our more complex clients.

Texoma IR&A specialist and other staff assist callers in connecting with health and human services at the state and local level on a daily basis. The agency has struggled with having close connections with staff at our local HHSC offices due to COVID, and staff turnover with state staff. Texoma AAA has had meetings with management staff in an attempt to reconnect for the sake of shared clients but not much progress has come from these meetings as the individuals change so frequently. Texoma does have a growing relationship with local APS case workers and their management team which has allowed us to share clients and referrals to keep individuals from institutionalization.

Cooke and Fannin counties are of a mostly rural demographic. AAA staff have to be creative in the ways that we serve this growing population. Texoma AAA does have satellite offices in these two counties which allows staff to meet clients closer to their homes. AAA staff continue to build partnerships with rural libraries, VFW posts and churches located farther out in an attempt to see clients without them exhausting all resources. The threat to this approach is the time it takes to travel to these locations, the ability to reach individuals to plan, and the limited numbers who are able to attend educational meetings at these locations. With more funding allocated to staff expansion the ability to do additional home visits would be possible, which would increase our ability to serve individuals living more rurally.

Texoma recently began working with our local Texas A&M Agrilife extension in providing one EBI per year of "A Matter of Balance". We continue to look for other

ways to partner with this extension in addition to other agencies who provide education to seniors in the PSA.

The Texoma chapter of the Texas Silver-Haired Legislatures has been historical very active with six or more members. At this time we are building its capacity, as there was a recent drop in participation due to relocation out of the Texoma region for some of the legislators. TSHL attends all AAA Advisory meetings and are very involved with and interested in concerns affecting seniors. They are vocal in bringing these concerns forward and also listening to our concerns and moving this into legislative action.



## SWOT Analysis

The SWOT analysis consists of identifying Strengths, Weaknesses, Opportunities, and Threats. In Table 4, list the ways the AAA will address population changes in the PSA (during the 10-year period of 2025 – 2035), including: exploring new solutions to problems, identifying barriers that will limit the ability to achieve goals and/or objectives, deciding on the direction that will be most effective, revealing possibilities and limitations to change, and revising plans to best navigate systems, communities, and organizations.

**Table 4. Strengths, Weaknesses, Opportunities, Threats (SWOT) Analysis**

<b>Strengths</b>	<b>Weaknesses</b>	<b>Opportunities</b>	<b>Threats</b>
Dedicated and Highly Educated/Trained staff who are able to reach all three counties with limited resources.	Rural and Isolated Areas in all three counties	Grant access from local foundations for additional funding for projects	Funding cuts at federal and state level
One-Stop-Shop for Information, Eligibility, Access and Referrals	Lack of public transportation	Collaborations and new partnerships	Changes to service definitions leading to more “contract” work rather than “direct services” impacting our ability to provide service.
Strong Community Partnerships	Increasing cost of living resulting in gentrification	Re-evaluate programming to meet the new needs following a pandemic and shut down	Decreasing volunteerism
High Community Involvement being a smaller community	Inadequate mental health resources	Increasing technological literacy in senior population opens doors to hybrid programming.	Increasing senior population growth and funding not keeping up with the growth due to population/region size and not age based population funding.

Agency has increased by 3 FTEs in the last 2 years.	Counties have cultural differences which require different approaches in providing services.		Higher than state averages for disabilities, and 200% income poverty increasing with population increase.
Strong advocate Ombudsman	Complications from COVID pandemic		
Support from senior leadership at COG and on board.	Lack of regional awareness of AAA programming.		
	Lack of vendors and available contract staff for potentially offered programming.		
	Late release of funding		

## Stakeholder and Public Input (Statewide)

In 2021, as part of the [Aging Texas Well Initiative](#), HHSC conducted a statewide survey to identify the current and future needs and priorities of older adults, informal caregivers of older adults, and social service providers supporting older adults. Data analysis identified the following top priorities for each group:

- Older Adults
  - Physical health
  - Access to services and support in the community
  - Access to social engagement opportunities
- Informal Caregivers of Older Adults
  - Mental health
  - Physical health
  - Work strains and issues
- Service Providers Supporting Older Adults
  - Collaboration and coordination
  - Funding
  - Staffing
  - Addressing social isolation
  - Addressing food insecurity
  - Supporting informal caregivers

## Addressing Needs and Priorities within the PSA

**Refer to the list above (in Stakeholder and Public Input subheading) and briefly describe how the identified statewide needs and priorities are potentially impacting the local AAA's planning and service area (PSA). Include information on how the AAA plans to address the identified needs and priorities of the PSA's older individuals, caregivers, and aging services providers over the next 10 years.**

Texoma AAA addresses these needs on a daily basis and will continue to do so as much as staff bandwidth and funding allows as the region's 60 and above population continues to grow and needs continue to become more complex in nature. Outside services and supports are often times difficult to access due to

customer support issues with HHSC and DFPS and we do our best to assist individuals so that they do not fall through the cracks due to a lack of staff at the state level. Daily AAA staff assists clients with the information they need to apply for long term services such as Community Attendant Service (CAS), among other things during the unwinding of the Public Health Emergency. Our staff is dedicated to following up with our clients and doing three-way calling to ensure the correct connections are made. Sometimes this takes multiple attempts. There is no way to control how long it takes for outside agencies to respond, or add individuals in need to their waitlists.

Texoma AAA has made strides, in the last year alone, to meet more needs of the informal caregiver. AAA Director runs support groups and hosts an educational group (each monthly) geared towards caregivers of those with dementia/Alzheimer's. Texoma is hosting an area Caregiver Conference to bring in speakers who will educate the masses about coming into the caring role, as well as self-care. AAA offers in-home respite services to caregivers to reduce stress and burnout and encourages caregivers to utilize whatever supports they have to reduce work strains and other psychosocial issues that come with caregiving. The AAA hosts a planning committee with different healthcare and homecare agencies that promote quarterly aging education seminars across the region.

Continued efforts to collaborate and coordinate with public and private services in the community are made to meet the needs of older adults. TCOG will continue to be the governing body of the Texoma AAA and use its expertise in managing funds and staffing to make sure that performance projections are maintained and services are provided as advertised and directed by the Office of the Area Agency on Aging.

## Section 7. Outreach

Legal References: OAA 2020 306(a)(4) and 306(a)(5)

### Strategy Effectiveness and Best Practices

Being able to meet clients “where they are” in a way that makes sense to them is our number one practice to reaching clients. We are flexible in the way that we deliver our services-providing one-on-one person centered services tailored to the unique needs of clients in whatever way they need the service. Staff go to community events, rural and urban locations where seniors gather, health fairs, and any other event that is relevant to older adults in our region.

Staff are willing and able, as funding permits, to travel outside of the office to homes, senior centers and anywhere else where seniors congregate. We provide services over the phone, mail, face-to-face and virtual if necessary. This allows us to meet more client needs.

Texoma collaborates with multiple agencies and organizations both in the public and private sector to provide education, and to plan outreach events across the region. Strategies include providing a local-based system to connect individuals with the services and benefits they need and are requesting through programs such as Ombudsman; caregiver/care coordination (access for individuals to an array of health and social supports); Information and Referral assistance and through promotional materials targeting harder to reach populations we serve; and legal assistance (providing counseling, advocacy, public benefits and enrollment assistance to Medicare beneficiaries).

During COVID-19, staff was made to return home and learn a new way of reaching consumers for services as the COG was closed to the public. Ombudsman staff were not able to access nursing facilities for much of this time but stayed on top of happenings through calls, and webinars of which they transferred information to nursing facility administrator and management staff. We learned new ways to stay connected by phone and took advantage of opportunities with technology, though often difficult due to a lack of understanding, lack of interest and lack of broadband internet access for many of our clientele. We adjusted the ways we continued

nutrition services, adding safety precautions for volunteers, and adjusting to a large influx of home-delivered meals due to the shut down of congregate meal sites.

A continuing obstacle for our AAA is the delay in the issuance of NFAs. This makes it very difficult for staff to provide services many months out of the year. Texoma does not have the luxury of floating costs for services as we are a small region without discretionary funding. We try to interrupt the disruption in service by applying for local grants for health maintenance, but even with these additional funds (that are not guaranteed) we are not able to meet the need without NFAs. It is difficult for us to increase client numbers while waiting for NFAs and when funds are received over halfway through the FY we frantically provide services to spend the dollars, but this does prevent us from serving the “greatest need” at times. It makes planning difficult as well.

## Targeted Outreach Plan

Texoma AAA uses a multi-disciplinary approach in how older individuals are targeted for services. Those with the greatest economic and social needs, low income, limited English, living in rural areas and older adults at risk of institutionalization are targeted as the primary.

Texoma collaborates with multiple agencies and organizations both in the public and private sector to provide education, and to plan outreach events across the region. Staff will participate, present, plan and support education events such as health fairs, conferences, community night out events, social events at senior centers and other events to get out information to all three counties.

Texoma AAA publishes and distributes the Texoma Senior Sourcebook throughout our tri-county region. The Texoma Senior Sourcebook is a magazine of services and phone numbers for not only AAA programming but local and state resources for the older population, including those with greatest social need and those with limited English proficiency, the caregiver and the care recipient.

In all three counties our Nutrition Partner, Meals on Wheels of Texoma, partners with the AAA to distribute approximately 1000 flyers for outreach and educational materials announcing annual Open Enrollment information and assistance to all home-delivered meal recipients and at all congregate meal sites.

AAA partners with a transportation provider in all three counties in an effort to reach rural and isolated areas needing access for daily living, specifically medical appointments.

Planned outreach activities include partnering with service organizations, such as the Grayson Rotary Club, home health agencies and hospitals/clinics who provide interaction and professional volunteers such as attorneys, physicians to speak and counsel with our clients as part of a monthly educational series.

EBI programs such as "A Matter of Balance", "Powerful Tools for Caregivers", "PEARLS for depression" and "Care Transitions Intervention" are offered in all three counties by certified coaches. AAA partners with agencies for locations for classes, and to train and certify additional coaches to provide more classes across the region. These services target older adults with the intention of reducing chronic illness, unnecessary hospitalizations and to increase quality of life.

-Older Adults residing in Rural Areas: Texoma utilizes senior centers in more rural areas and our meal provider to provide information about AAA services. Staff attend events at these locations and do presentations in an attempt to reach those individuals who live do not live in urban areas of our region.

-Older Adults with greatest economic needs-low income, minority and rural adults and those with the greatest social need: Many agencies that Texoma collaborates with work with low-income, minorities and rural population and refer these clients to the AAA for services. AAA staff take part in many events that these same partners sponsor to reach this group of older adults- Some agencies: 211, Greater Texoma Health Clinic, Grayson Indigent Clinic, Adult Protective Services, Texoma Community Center, Walker Veterans House, local HHSC and SSA offices, Texoma ADRC, Meals on Wheels of Texoma, rural senior centers and faith-based organizations and more. AAA also facilitates a social reassurance program for more isolated and/or rural individuals through the use of two seniors who contract to provide the calls and socialization to those individuals who want access to the service.

-Older Adults with Alzheimer's Disease and related disorders with neurological and organic brain dysfunction: Texoma AAA takes part in activities, educational and support related with the Alzheimer's Association. We use trainings and presentations on Alzheimer's disease to train staff and volunteers annually. We utilize Alzheimer's staff to educate the masses at senior centers, and are involved in quarterly educational events at different community locations with the association as they are an integral part of our "Aging Education Planning Committee".

-Older Adults at risk for institutional placement: Texoma has many supplemental services that are designed to help seniors stay independent longer. Ie: Homemaker, personal assistance, respite in-home and out-of-home, residential repair and nutrition. AAA staff also makes referrals to other organizations that provide LTSS to help seniors stay successfully living in the greater community.

-Texoma does not have any formal tribal organizations in the service area.

-Family Caregivers of Older Adults w/ Alzheimer's Disease and related disorders: Texoma takes part in activities with the Alzheimer's Association, engage in training opportunities that would provide more information to caregivers, provide respite services and support coordination and educate community organizations who serve caregivers (hospice, clinics, home health agencies etc) on our available serves which in turn increases caregiver referrals. Staff send out monthly educational



information to caregivers and engage them with support and educational groups that are available for their participation. Texoma provides quarterly caregiver specific trainings and presentations as well as an annual caregiver conference. We engage professional and the general public for these events- but specifically target caregivers.

## Targeting Report

The purpose of the targeting report is to show how effective the AAA's targeting efforts were in serving specific population groups within the planning and service area (PSA).

**Table 5: PSA Targeting Report**

Characteristic	Population Age 60 and Over in PSA	Percent Population Age 60 and Over in PSA	Number of Registered Service Recipients in PSA	Percent Number of Registered Service Recipients in PSA	Targeting Goals for FFY 2024
Total 60 and over	55,626	26.4%	1634	3%	5%
Poverty Level (at or below 100% FPL)	3,950	8.2%	424	10.7%	12%
Minority	6,173	11.1%	159	2.5%	4%
Rural Areas	no matching ACS data	no matching ACS data		Unable to calculate	
Household Status (lives alone)	12,165	25.2%	867	7%	8%

Data for the columns, "Population Age 60 and Over in PSA" and "Percent Population Age 60 and Over in PSA" are derived from the U.S. Census Bureau Special Analysis 2015-2019 American Community Survey (ACS) Data Analysis for Population Age 60 and Over, with data located on U.S. Administration for Community Living's [AGID \(Aging, Independence, and Disability Program\) Data Portal/Website](#). Data for the column, "Number of Registered Service Recipients in PSA" is from data pulled from the NAPIS (National Aging Program Information Services) report, where registered services include personal assistance, homemaker, chore, home delivered meals, day activity and health services, case management, assisted transportation, congregate meals, and nutrition counseling.

## Section 8. Goals, Objectives, Strategies

Legal References: OAA 2020 306(a) and 307(a)

This area plan details the interrelated activities which support a responsive, consumer-directed long-term services system that supports older people for each of the Administration for Community Living (ACL) state plan key topic areas. The following Key Topic Areas, State Goals, State Objectives and Outcomes were derived from the ACL approved [2023-2025 Texas State Plan on Aging](#).

Each of the five State Goals is comprised of multiple State Objectives and Outcomes. For each objective and outcome, please provide the corresponding AAA Strategies. Strategies can be thought of as action steps that detail how the needs within the planning and service area (PSA) will be addressed. Identifying the AAA strategies can provide insight to HHSC on how the State Objectives and/or Outcomes are achieved at the local level. ***If there are no AAA strategies associated with a specific objective and/or outcome, please explain (in the AAA Strategies answer) the reason for why it is not applicable within the PSA.***

## **Key Topic Area 1: OAA Core Programs**

OAA core programs are found in Titles III (Supportive Services, Nutrition, Disease Prevention/Health Promotion and Caregiver Programs), VI (Native American Programs), and VII (Elder Rights Programs) and serve as the foundation of the national aging services network.

### **State Goal 1**

**Promote excellence and innovation in the delivery of core Older Americans Act Programs to meet the unique and diverse needs of Older Texans and family caregivers.**

### **State Objective 1.1**

Provide administration and oversight of programs funded through the HHSC Office of Area Agencies on Aging, state general revenue funds, and other federal and/or state funds to ensure a consistent, coordinated, and accountable service delivery model.

### **Outcome 1.1**

OAA funds are appropriately used to ensure older individuals and their caregivers have access to services that meet their needs and interests.

### **AAA Strategies 1.1**

Maintain a system dedicated to linking older individuals and their caregivers to services while taking into consideration the person's preferences, self-determination, autonomy and individual needs and adhering to AAA service definitions and program funding. AAA staff are trained on Service definitions as they are released annually.

### **State Objective 1.2**

Ensure collaboration between Title III (Supportive Services, Nutrition, Disease Prevention and Health Promotion and Caregivers Programs) and Title VI (Native American Programs).

## **Outcome 1.2**

Increase awareness of federally recognized tribes within the state to increase collaboration and appropriate referrals and ensure all eligible older individuals have access to OAAA services provided by Title III or Title VI grantees.

### **AAA Strategies 1.2**

Texoma AAA does not have any federally recognized tribes within its PSA.

## **State Objective 1.3**

Raise awareness and understanding of the impacts of malnutrition through comprehensive policy review, tool development, and marketing campaigns.

## **Outcome 1.3**

Increase awareness of the signs and symptoms of malnutrition and how to mitigate malnutrition in older individuals.

### **AAA Strategies 1.3**

Texoma AAA will assist our nutrition provider in developing nutrition education programs for home-delivered and congregate meals. Nutritional information will be provided during annual assessments, and will be worked into monthly wellness presentations at senior centers.

Care Coordinators will provide information to all home-delivered meal clients to promote nutritional well-being and to delay the onset of adverse health conditions resulting from poor nutritional health.

## **State Objective 1.4**

Protect older Texans from abuse, neglect and exploitation through services designed to detect, assess, intervene, and investigate elder abuse, neglect and financial exploitation.

## **Outcome 1.4**

Increase awareness of the risk for abuse, neglect, and exploitation of older individuals.

### **AAA Strategies 1.4**

Staff will support caregivers in decision-making and problem-solving related to their role as the caregiver. Partnerships are established and maintained with local HHSC and SSA, State Ombudsman, Adult Protective Services and local attorneys in an effort to protect and enhance legal rights, prevent abuse, neglect and exploitation, while educating and promoting information and skills needed to make informed decisions about care. Certified Benefits Counselors will continue to provide education and outreach through Legal Awareness, HICAP Outreach and educate on advanced directives.

## **State Objective 1.5**

Enhance cross agency responses to elder abuse by the HHSC Office of the Ombudsman, legal assistance programs, law enforcement, health care professionals, financial institutions, and other essential partners across the state.

### **Outcome 1.5**

Increase awareness of programs and services available for older individuals experiencing abuse, neglect or exploitation.

### **AAA Strategies 1.5**

AAA Director meets with local APS supervisor and/or case workers quarterly to explain processes regarding services, available funding, appropriate referrals etc.

AAA Director, through Public Information Service, gives AAA service presentations to different community agencies and groups on a monthly basis to create new partnerships, enhance awareness and to give examples for collaboration.

## **State Objective 1.6**

Strengthen efforts related to dementia and Alzheimer's Disease.

### **Outcome 1.6**

Increase awareness of dementia and Alzheimer's disease.

### **AAA Strategies 1.6**

AAA partners with the Alzheimer's Association and created a "Texoma Area Aging Education Committee" that plans quarterly educational events in the community to

bring awareness to dementia and Alzheimer's disease. Caregivers are sent monthly newsletters and information, as appropriate, to give more information. Individual support is given, when appropriate, to walk-ins with new diagnoses. Caregiver staff provide services, education and referrals to needed resources to meet needs of individuals with dementia/Alzheimer's and their caregivers.

## **State Objective 1.7**

Increase awareness of risks for fall related traumatic brain injuries for older individuals.

### **Outcome 1.7**

AAAs, ADRCs, and providers are aware of risks for older individuals associated to falls and how to prevent them.

#### **AAA Strategies 1.7**

AAA provides annual education at local senior centers about fall prevention and has collaborations with a local hospital to provide a PT or OT to assist in educating seniors and professionals at these events.

AAA also educates and promotes "A Matter of Balance" as one of the EBIs. Through the promotion of this course we educate the masses about falls, risks and prevention.

## **State Objective 1.8**

Strengthen Title III and Title VII services.

### **Outcome 1.8**

Increase in public awareness of aging services across the state.

#### **AAA Strategies 1.8**

Texoma AAA will promote AAA services at all events that we attend, through health fairs, in newsletters, mail-outs, flyer postings etc. Texoma plans to increase engagement by utilizing social media, and being more physically present at community events.

## State Objective 1.9

Integrate discretionary grant activities with OAA core programs and services.

### Outcome 1.9

Increase knowledge and awareness of SHIP, MIPPA and SMP programs and services.



### AAA Strategies 1.9

Texoma staff will screen all clients/callers for Medicare and inform them that SHIP, MIPPA and SMP programs are available. Information about SHIP, MIPPA and SMP programs will be provided to clients receiving Home-Delivered meals, congregate meals, EBI's and any participants at educational seminars in the community.



## **Key Topic Area 2: COVID-19**

COVID-19 highlighted the overall importance of the services that make it possible for older individuals to live independently, created a national awareness of the impact of social isolation on older individuals and caregivers, and increased awareness of the need to plan for future disasters. It also transformed the aging network by driving rapid innovation to create new approaches that will endure beyond recover. Finally, Congress approved the release of supplemental funding, some of which remains available until expended, for services to support evolving needs related to the pandemic nationwide.

### **State Goal 2**

**Prepare for and increase community engagement during emergencies and disasters that improve resiliency and reduce the impacts of social isolation and loneliness on the health and well-being of older Texans, people with disabilities and their caregivers.**

#### **State Objective 2.1**

Support older individuals' behavioral health through awareness of the impacts of social isolation and loneliness and establishing resources and tools to encourage engagement.

##### **Outcome 2.1**

Increase awareness of the risks and impacts of social isolation for older individuals.

##### **AAA Strategies 2.1**

AAA will begin offering PEARLS-for depression as an Evidence-Based Intervention for the period of this area plan as we have seen an increase in reported depression from clients. Texoma will also continue its social reassurance program to combat loneliness and isolation as well as other educational programming focused on mental health and wellbeing.

#### **State Objective 2.2**

Enhance awareness of the available assistive technology supports and strengthen HHSC partnership with the state assistive entity.

## **Outcome 2.2**

Increase awareness of the state assistive technology entity and the need for assistive technology devices for older individuals.

### **AAA Strategies 2.2**

Per client's needs and wishes, Texoma AAA will connect with outside agencies who have received grant funding for technology, and educational programs for teaching safe use of technology.

## **State Objective 2.3**

Increase the aging services network's use of trauma-informed care practices for serving older individuals and their caregivers.

## **Outcome 2.3**

Increase awareness of trauma-informed care and best practices.

### **AAA Strategies 2.3**

AAA will seek out trauma-informed care trainings such as TBRI for staff.

## **State Objective 2.4**

Increase the aging services network's knowledge of suicide risks, prevention and resources.

## **Outcome 2.4**

Increase awareness on how to assess a person's mental and behavioral health status.

### **AAA Strategies 2.4**

Texoma will seek partnership with Dallas chapter of NAMI (closest to our region) as well as seek collaboration from our local mental health authority to present to staff, caregivers, and other professionals about suicide, prevention and local resources. Texoma AAA staff attend the annual community behavioral health conference which is presented by Texoma Behavioral Health Leadership Team- of which the AAA director has the TCOG seat.

## State Objective 2.5

Support the aging services network's preventative health efforts through the provision of resources and tools that highlight the importance of regular screenings and immunizations.

### Outcome 2.5

Increase awareness of available resources and best practices related to preventative health measures.

#### AAA Strategies 2.5

AAA will provide information regarding preventative topics through outreach, newsletters, meal delivery, EBI classes and congregate clients.

## State Objective 2.6

Strengthen the aging services network's connections to public health and emergency response networks.

### Outcome 2.6

Awareness of the availability of telecommunications and virtual sessions.

#### AAA Strategies 2.6

AAA will ensure that staff are trained and able to provide services virtually if need be. AAA encourages seniors to register for STEAR program through HHSC in case of natural disaster.

## State Objective 2.7

Increase access to services for older individuals with mobility and transportation issues.

### Outcome 2.7

Increase awareness of existing public transportation services, the availability of volunteer and private transportation programs, and knowledge of accessible and assisted transportation services for older individuals.

## **AAA Strategies 2.7**

AAA will continue working with TAPS, our local transportation provider, to provide services and to stay connected with growing transit services across the region.

## **Key Topic Area 3: Equity**

Serving people with the greatest economic and social need means ensuring equity in all aspects of plan administration.

### **State Goal 3**

**Promote activities that ensure equity and access to services for those with the greatest economic and social need.**

#### **State Objective 3.1**

Ensure meals can be adjusted for cultural considerations and preferences.

##### **Outcome 3.1**

Increase awareness for AAAs and service providers of nutritional needs based on cultural and ethnic preferences.

##### **AAA Strategies 3.1**

Texoma AAA will look deeper into regional population and identify any cultural nutrition needs that are not being considered and accommodated. This will be relayed to our nutrition provider and discussions can be had at that time to ensure cultural competency in this service.

#### **State Objective 3.2**

Prepare, publish, and disseminate educational materials dealing with the health and economic welfare of older individuals.

##### **Outcome 3.2**

Aging network staff are aware of trends impacting the health and economic welfare of older Texans.

##### **AAA Strategies 3.2**

As Texoma AAA receives guidance, information and training from HHSC and Texas Legal Services Center regarding health and welfare of older Texans- staff will disseminate materials to older adults across the region. AAA will continue working

with healthcare providers who offer health related materials (branded and unbranded) to also distribute to seniors at events, presentations, media and more. Benefits Counselors will provide advice, counseling, document preparation and advocacy that will ensure equity and access to services for those with the greatest economic and social needs.

## **State Objective 3.3**

Increase awareness of available resources and services for older individuals living with Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS).

### **Outcome 3.3**

HHSC OAAA, AAA, and ADRC staff are aware of information and data sources available for older individuals living with HIV/AIDS.

#### **AAA Strategies 3.3**

Texoma AAA will collaborate with our regional HIV/AIDS healthcare provider and indigent clinic- The Callie Clinic- for information and training regarding the intersection of aging and HIV/AIDS.

## **State Objective 3.4**

Support participant-directed and person-centered planning for older individuals and their caregivers across the spectrum of LTSS, including home, community, and institutional settings.

### **Outcome 3.4**

Increase awareness of participant-directed and person-centered planning for older individuals and their caregivers.

#### **AAA Strategies 3.4**

AAA staff are trained to provide person-centered care, support and planning for all clients that they serve and their caregivers. Staff are encouraged to recognize personal biases, staff with director or colleagues, if need be, and to respect the autonomy and self-determination of adults as they age.

## State Objective 3.5

Ensure access to services for all older individuals with greatest social need, including populations that experience cultural, social or geographic isolation due to minority religious affiliation, sexual orientation or gender identity.

### Outcome 3.5

Increase in outreach efforts to underserved populations to ensure all older Texans have access to OAA services.

### AAA Strategies 3.5

AAA will utilize medias, social media, mail-outs, flyers, and outreach events of all types to promote OAAA services in all three counties in our PSA. We will review and ensure that the medias/materials used are non-biased in who they target; that all individuals regardless of personal affiliations have access to the same information.

AAA will engage the community at different cultural events, fairs, expos, and conferences.

## **Key Topic Area 4: Expanding Access to Home and Community Based Services**

Home and Community Based Services are fundamental to making it possible for older individuals to age in place.

### **State Goal 4**

**Provide a coordinated system of in-home and community-based long-term care services that enables older Texans and people with disabilities to be active, engaged and supported in their homes and communities.**

#### **State Objective 4.1**

Develop a comprehensive, coordinated system of long-term care that enables older individuals to receive long-term care in settings of their choice and in a manner responsive to the needs and preferences.

##### **Outcome 4.1**

Increase awareness of long-term care services and supports that enable older individuals to receive long-term care in settings of their choice.

##### **AAA Strategies 4.1**

Ombudsman staff can advise families and potential residents of their options as to placement and what facilities they may choose from to meet their needs. Benefits Counselors, Caregiver Specialist and IR&A can also provide information to older individuals to prevent premature access to long-term care and if it is not preventable, they can assist and support through the transition.

#### **State Objective 4.2**

Ensure care transitions for older individuals at risk of institutionalization.

##### **Outcome 4.2**

Coordinate information sharing across the aging services network to increase awareness of transition assistance services and facilitate connections with long term services and supports agencies and community programs at the local level.



## **AAA Strategies 4.2**

Texoma AAA is training two staff in Care Transitions Intervention (EBI) to start FY24. Texoma has also utilized the “Expanding the Public Workforce” grant to hire a community health worker who will continue to case manage at risk individuals coming out of acute care or skilled nursing care, and acts as a liaison between the aging provider network and the consumer/their family.

AAA will continue to facilitate connections to long-term care services and supports agencies and community programs on the local level.

AAA will coordinate with Texoma ADRC and Ombudsman staff and volunteers to bring awareness to services and supports that equip older individuals to live in the setting of their choice.

## **State Objective 4.3**

Enhance integration of health care and social services systems.

### **Outcome 4.3**

Increase knowledge and awareness of all health care and social services available for older individuals.

## **AAA Strategies 4.3**

AAA Director will continue to engage with health care and social service systems through a variety of boards and advisory councils. Ie: Greater Texoma Health Clinic Board, Texoma Behavioral Health Leadership Team, Fannin County Behavioral Health Leadership Team, Grayson County SIM Mapping work groups, collaborations with Texoma Community Center and more.

Staff is encouraged to attend community education events that are presented by other social service agencies to learn about access to services outside of the AAA, as it pertains to aging.

## **Key Topic Area 5: Caregiving**

Enhance services and supports for caregivers.

### **State Goal 5**

**Promote and enhance activities that provide a coordinated system of services and supports for caregivers.**

#### **State Objective 5.1**

Enhance awareness of caregiving services and supports.

##### **Outcome 5.1**

Increase awareness of caregiving services and supports.

##### **AAA Strategies 5.1**

AAA will continue the “Texoma Area Education Committee” which primarily focuses on quarterly education for caregivers and aging. AAA staff will continue sending relevant information through email monthly to caregivers on our mailing list.

AAA will host support groups and educational groups for caregivers- including guest speakers on a monthly basis.

#### **State Objective 5.2**

Coordinate Title III caregiving efforts with the Lifespan Respite Care program.

##### **Outcome 5.2**

Increase awareness of caregiving resources within the state to ensure appropriate referrals and assistance is provided by the Lifespan Respite Care program.

##### **AAA Strategies 5.2**

AAA will provide information within our Caregiver Information Services that keeps the PSA aware of caregiving respite and resource avenues.

## State Objective 5.3

Coordinate with the National Technical Assistance Center on Grandfamilies and Kinship families.

### Outcome 5.3

Increase coordination with AAAs, ADRCs, and providers with the National Technical Assistance Center on Grandfamilies and Kindship families.

#### AAA Strategies 5.3

AAA will work with ADRC to provide respite during summer months as necessary and as is deemed to fit within our scope of services.

## State Objective 5.4

Monitor and implement recommendations from the Recognize, Assist, Include, Support, & Engage (RAISE) Family Caregiving Advisory Council and Advisory Council to Support Grandparents Raising Grandchildren.

### Outcome 5.4

Increase coordination with AAAs, ADRCs, and providers with the National Technical Assistance Center on Grandfamilies and Kinship families.

#### AAA Strategies 5.4

AAA will continue to serve out "Grandparents as Parents"/Kinship program as we have for many years. AAA will coordinate with ADRC to provide respite programming during the summer months, will continue seeking partners to support our kinship families during holiday seasons and will stay up to date on national updates for intergenerational programing and ideas through RAISE newsletters.

Texoma will offer PASTA group training for GAP participants in the coming FYs.

## Section 9. Performance Measures

Complete Table 6. Performance Measures using *State Fiscal Year* (SFY) numbers.

**Table 6. Performance Measures**

Performance Measure	Actual SFY 2022	Projected SFY 2024	AAA Strategies
Number of unduplicated active certified Ombudsman	5	7	4.1
Number of unduplicated persons receiving care coordination	573	700	1.1
Number of unduplicated persons receiving legal assistance (age 60 and over)	163	525	3.2
Total care coordination expenditures	156,838	195,273	1.1
Average cost per care coordination client	273.71	278.96	1.1
Total legal assistance (age 60 and over) expenditures	72,860	145,663	3.2
Average cost per person receiving legal assistance	446.99	277.45	3.2
Cumulative number of visits to assisted living facilities by a certified Ombudsman	157	160	4.1
Total expenditures Ombudsman program (federal, state, other federal, program income, and local cash)	80,587	108,292	4.1
Unduplicated number of assisted living facilities visited by an active certified Ombudsman	20	20	4.1
Percentage of complaints resolved and partially resolved in nursing homes and assisted living facilities	90%	95%	4.1
Number of unduplicated persons receiving congregate meals	371	430	1.3
Number of congregate meals served	24,009	30,000	1.3
Number of unduplicated persons receiving home-delivered meals	430	530	1.3

<b>Performance Measure</b>	<b>Actual SFY 2022</b>	<b>Projected SFY 2024</b>	<b>AAA Strategies</b>
Number of home-delivered meals served	61,204	67,117	1.3
Number of unduplicated persons receiving home-delivered meals	430	530	1.3
Number of home-delivered meals served	61,204	67,117	1.3
Number of unduplicated persons receiving homemaker services	11	20	1.1
Number of unduplicated persons receiving personal assistance	NA	20	1.1
Number of homes repaired/modified (residential repair service)	27	25	1.1
Number of one-way trips (demand response transportation service)	37	45	2.7
Total congregate meal expenditures	155,065	200,000	1.3
Average cost per congregate meal	6.16	7.70	1.3
Total home delivered meal expenditures	323,437	400,000	1.3
Average cost per home-delivered meal	5.31	6.25	1.3
Total homemaker services expenditures	6693	15,000	1.1
Average cost per person receiving homemaker services	608.45	750	1.1
Total personal assistance services expenditures	NA	15,000	1.1
Average cost per person receiving personal assistance services	NA	750	1.1
Average cost per modified home (residential repair service)	3,388.89	5000	1.1

## Section 10. Summary of Services

Legal References: 2020 OAA 306(a)(1), 306(a)(2), 306(a)(7); 26 TAC 213(C)(3)

### Provided Services

Please refer to the [HHSC Services Definitions for Area Agencies on Aging Federal Fiscal Year 2023](#).

**Table 7. Services To Be Provided During This Area Plan (FFY 2024 – FFY 2026)**

<b>Service Name (As of FFY 2023)</b>	<b>Provided During this Area Plan? Yes or No</b>	<b>Direct Service of AAA? Yes or No</b>
Area Agency Administration	Yes	Yes
Assisted Transportation	No	No
Care Coordination (Case Management)	Yes	Yes
Caregiver Counseling	No	No
Caregiver Information Services	Yes	Yes
Caregiver Support Coordination (caregiver Case Management)	Yes	Yes
Caregiver Support Groups	Yes	Yes
Caregiver Training	No	No
Chore Maintenance	No	No
Congregate Meals	Yes	No
Data Management	Yes	Yes
Day Activity and Health Services	No	No

<b>Service Name (As of FFY 2023)</b>	<b>Provided During this Area Plan? Yes or No</b>	<b>Direct Service of AAA? Yes or No</b>
Emergency Response	No	No
Evidence-Based Intervention (Health Promotion)	Yes	Yes
Health Screening and Monitoring (Health Promotion)	No	No
HICAP Assistance	Yes	Yes
Home Delivered Meals	Yes	No
Homemaker	Yes	No
Homemaker - Voucher	No	No
Income Support	No	No
Information, Referral and Assistance	Yes	Yes
Instruction and Training	Yes	Yes
Legal Assistance – 60 years and older	Yes	Yes
Legal Awareness (Legal Outreach)	Yes	Yes
Mental Health Services (Health Promotion)	No	No
MIPPA Outreach and Assistance	Yes	Yes
Nutrition Consultation	No	No
Nutrition Counseling	No	No
Nutrition Education	Yes	Yes
Ombudsman	Yes	Yes
Outreach	Yes	Yes
Participant Assessment – Access and Assistance	No	No
Participant Assessment – Nutrition Services	No	No
Personal Assistance	Yes	No

<b>Service Name (As of FFY 2023)</b>	<b>Provided During this Area Plan? Yes or No</b>	<b>Direct Service of AAA? Yes or No</b>
Physical Fitness (Health Promotion)	No	No
Public Information Services	Yes	Yes
Recreation (Health Promotion)	No	No
Residential Repair	Yes	No
Respite In Home	Yes	No
Respite Out of Home	Yes	Yes
Respite Out of Home, Overnight	No	No
Respite - Voucher	No	No
Senior Center Operations	No	No
Social Reassurance	Yes	No
Special Initiative	No	No
Transportation	Yes	No
Transportation - Voucher	No	No
Visiting	No	No



## Service Delivery Narratives

In this section, provide narrative descriptions for **all** services that are anticipated to be provided during this area plan period (FFY 2024 through FFY 2026). Please refer to Table 7 and include all services that were indicated as **Yes** in the column for: *Provided During this Area Plan?*

Describe each service using the “5 Ws and H” approach:

- What service is being provided in the PSA?
- Who is the targeted audience of the service within the PSA?
- Where will the service be provided in the PSA? (for example, the specific geographical area, facility or physical building, provided in-person and/or virtual, etc.).
- When will the service be provided in the PSA? Describe duration and frequency of the service.
- Why is it important to provide the service in the PSA? Describe unmet needs and barriers older individuals experience.
- How is the service being provided in the PSA? Include whether the service is contract, sub-recipient agreement or provided as a direct service. Identify service providers in the PSA and the counties served by each provider.

This section includes sub-headings to categorize similar services together. Although a service may fit into multiple categories, it is only required to provide a single narrative for that particular service. The sub-headings/categories begin on the next page and are as follows: AAA Administrative Functions; Case Management Services; Information and Assistance Services; Transportation Services; Nutrition Services; Legal Services; Caregiver Services; In-Home Services; Health Services (physical, mental and behavioral); Evidenced-Based Interventions (EBIs); and All Other Services To Assist Independence.

## **AAA Administrative Functions**

AAA Administrative duties will be provided during this area plan period internally to Texoma AAA staff and TCOG staff and externally to anyone wanting to work alongside Texoma AAA in serving older adult clients and their caregivers.

Administrative functions occur daily as a direct service during FY24-FY26. The Texoma AAA Director as well the Texoma AAA finance manager will conduct duties that fall under this category. AAA Administration function ensures the day-to-day operation of the agency and its staff and the development of a comprehensive, coordinated system of services designed for older adults within the PSA.

AAA Administration is imperative as it is responsible for maintaining as the “focal point for aging services” as stated in the Service Definitions for Area Agencies on Aging.

Data Management function is provided by the AAA Financial Manager and directly relates to data entry, reporting, service authorization and document verification for congregate meals, home delivered meals and transportation. It is completed monthly throughout the year to make sure data is complete and accurate in the state database to support the QPR and year-end reports.

## **Case Management Services**

Care Coordination and Caregiver Support Coordination are direct services provided both in-person and/or over the phone in all three of our counties for older adults and their caregivers seeking the following services: Residential Repair, Homemaker, In-Home Respite, Personal Assistance and Health Maintenance.

These services are provided by Texoma AAA staff to identify the needs of clients and their caregivers as the calls are received and referrals have been made to the appropriate person on staff. Coordination services generally consist of assessment of needs, plan, arrange, coordinate and follow up on services to meet the needs of the clients we serve. The service ends when it is no longer needed, wanted or the service authorization time has been exhausted.

## Information and Assistance Services

Information, Referral and Assistance Service (IR&A) is a direct service provided to older adults and/or their caregivers as well as aging network professionals across all counties in the PSA. This service is provided in-person to walk-ins, over the telephone and virtually if needed.

Texoma AAA staff specialist answers IR&A calls daily- Monday through Friday. The duration of the call is dependent on the need of the caller but generally ranges from 5-30minutes.

IR&A specialist answers calls and listens intently to the person's story and needs as well as anticipating any unmet needs that the caller may not have thought to share at the time of the call. They then evaluate appropriate resources (both AAA and outside of the AAA) and provide enough information for the client to make an informed decision about their next move. Each service provided is tailored to the individual callers needs.

Public Information Services is a direct service provided by the Texoma AAA director to groups of older adults, their caregivers and outside agencies of aging providers. Information and resources related to Texoma AAA that are available are shared across the PSA in group settings. Information can also be provided at health fairs, mailouts, newsletters and at other community events. Texoma AAA anticipates providing this service at least 6 times per year.

Outreach Services are provided directly by the Texoma AAA director to individuals who need information more specifically about AAA services in our region. This is provided on a one-to-one basis primarily to walk-ins at our main office in Grayson county. This is offered across the PSA and is ongoing throughout the year.

Instruction and Training will be offered as needed throughout the fiscal year to the public and professionals who work with older adults to acquire needed skills in both formal and informal settings individually and in groups. Texoma AAA will provide training directly. Our hope is for this service to benefit nursing assistants, those providing direct care, activity directors and others in the aging network to assist with older persons in a more competent way to increase quality of care for those who are being worked with.

Ombudsman services are provided directly by certified Ombudsman staff and by certified volunteer ombudsman- who are trained and programmatically supervised by the Managing Local Ombudsman. This service protects the health, safety,

welfare and rights of residents who reside in licensed skilled nursing facilities and assisted living facilities. They will identify, investigate and assist in the resolution of complaints and needs that are made by residents. This service acts as a benefit to residents of licensed facilities in all three counties across the PSA. It is ongoing throughout the year. Visitation requirements are set by the State Office of LTC Ombudsman but ombudsman make additional visits as needed depending on the needs of residents and needs for advocacy in each facility.

HICAP Assistance is provided directly by certified Benefits Counselors. Anyone who is a Medicare beneficiary can access this service. Newly eligible Medicare beneficiaries can receive counseling and information to make the most competent decision on what they sign up for to best meet their individual needs. This service is also provided to individuals who are wanting to access Medicaid benefits, SNAP, and other state and federal benefits they may be eligible for. This service is ongoing throughout the year- and duration of the service is dependent on the needs ranging from 5 minutes for basic information to several hours in more complex cases.

HICAP Outreach is a direct service provided by Texoma AAA certified Benefits Counselors who disseminate accurate and timely relevant information, eligibility criteria, requirements and procedures to Medicare beneficiaries and other target audiences about Medicare, public entitlements when related to low-income assistance for healthcare affordability, health and long-term care insurance, individual beneficiary rights and health insurance planning and protection options. HICAP Outreach can be in group settings or through media outreach activity in all three counties in our PSA. This is ongoing throughout the fiscal year.

MIPPA Outreach and Assistance is provided directly by AAA staff throughout the year to any Medicare beneficiary in the PSA. This is provided in a group setting for Outreach and one-on-one for Assistance. Assistance includes application help and submission of Medicare Savings Program and Low-Income Subsidy and Medicare Preventive Services. Outreach, in groups, informs Medicare beneficiaries about programs for those who are low-income and need help paying their Medicare premiums.

## **Transportation Services**

Texoma AAA provides transportation assistance through a public, local contracted provider, Texoma Area Paratransit Services (TAPS) in our tri-county area.

Transportation is a demand/response in Grayson, Fannin and Cooke counties.

Requests are processed through the Care Coordination Program. Individuals must be 60 or older, be able to transfer to and from the transportation vehicle and have no other transportation options available.

Barriers to accessing transportation services are very limited providers, unaffordable and inaccessible private taxi services and limited access to rural areas. Texoma has one provider (TAPS) and they are limited due to lack of drivers, access to many areas of the region and scheduling issues. This continues to be a barrier to accessible transportation for all residents in our region, especially those who are aging and have difficulty ambulating and accessing medical appointments. TAPS does not provide access to transportation across county lines, which prevents many individuals from being able to benefit from this service.

## **Nutrition Services**

Texoma AAA will provide Nutrition Services to all three counties in the PSA on an ongoing basis.

### **Congregate Meals**

Congregate Meals are provided by Senior Centers through a contracted Nutrition Provider in our tri-county area with all menu cycles and substitutions developed and approved by a qualified dietary consultant. The Nutrition Provider, Meals on Wheels of Texoma, serves all three counties in our service area: Grayson, Cooke and Fannin. Congregate Meals encourage older individuals, who are not homebound, to leave their homes and meet with other individuals- which combats social isolation.

### **Home Delivered Meals**

Home-Delivered Meals are provided by Senior Centers through a contracted Nutrition Provider in our tri-county area with all menu cycles and substitutions developed and approved by a qualified dietary consultant. The Nutrition Provider, Meals on Wheels of Texoma, serves all three counties in our service area: Grayson, Cooke and Fannin. Delivery of home delivered meals is provided by volunteers recruited and trained through Meals on Wheels of Texoma.

To ensure nutrition education is provided annually to all people receiving home delivered meal services, AAA Care Coordination Specialists will monitor service delivery on an annual basis to assure compliance with Standard Assurances in the Texas Administrative Code. Frail clients are identified by Care Coordination Specialists who establish coordination and referral protocols as needed.

Home Delivered Meals provide an additional tool to help older adults stay independent longer, meet their nutritional needs and provides another layer of contact for the client by volunteer delivery face-to-face.

## Legal Services

Legal Assistance 60 years and older and Legal Awareness will be provided through direct service for FY24-FY26 to anyone 60 and older in the PSA.

Legal Assistance 60 and older will be provided by Texoma AAA certified Benefits Counselors on a one-on-one basis with an older person, or their caregiver with economic or social needs. Appointments can last from 30 minutes to several hours, depending on the number of appointments and follow up visits needed to complete the need.

Legal Assistance 60 and older is needed as many times older adults and/or their caregivers have no idea where to start. AAA gets the call and the caller details their situation allowing benefits counselors to provide advice, counseling, document preparation and advocacy.

Legal Awareness is provided by Texoma AAA staff directly to provide information about public entitlements, health and long-term care services, individual rights, housing and consumer needs, protection, and planning options. Topics include but not limited to avoiding scams and frauds, housing, utility assistance programs, and HHSC long-term care programs.

Referrals to legal aid services are provided to those clients requiring more in-depth services than the Benefits Counselors are able to provide according to guidelines of the established Service Definitions.



## Caregiver Services

AAA Caregiver Specialists work one-on-one with family caregivers and care recipients in comprehensive assessments; completing all required forms, including intake forms, care plans, service authorizations, care plan narratives, client confidentiality forms, explaining clients' rights and responsibilities according to State and HIPPA approved guidelines. Texoma AAA not only values the caregivers in our community, but also very conscious about reaching out and providing caregivers the information and resources they need.

Caregiver Information Services are provided directly by AAA staff and provides dissemination of accurate, timely and relevant caregiver related information through public group activities such as handing out publications, conducting group educational presentations, seminars, health fairs and through mass media. This service is provided anywhere in the PSA and is provided at least monthly.

Caregiver forums and/or conferences are coordinated with Alzheimer's Association in presenting up-to-date information to our local caregivers of those dealing with memory loss. Local home health agencies and hospices assist the Caregiver program in distributing informational flyers of AAA's direct services throughout the region and making appropriate client referrals to AAA.

Respite: In-Home is provided by a subrecipient and is authorized by Texoma AAA Caregiver Program Specialist. This is a temporary service for an eligible dependent care recipient for the relief of the caregiver provided in the eligible caregiver's home or the home of the care recipient anywhere in the PSA on a short-term, temporary basis while the primary caregiver is unavailable or needs relief, generally 3 to 6 months.

Respite: Out-of-Home will be provided as a direct service and utilizing volunteers through a partnership with our local Salvation Army in Grayson County. Caregiver Program staff will provide activities suited for individuals with dementia/Alzheimer's in a community, non-residential setting on a temporary basis to allow caregivers the opportunity for time away to do other activities for the program operating hours.

Caregiver Support Groups will be offered as a direct service by Texoma AAA Director who meets the determined criteria for a "trained facilitator" with their social work Texas licensure- active and unencumbered. This service will be offered on a monthly basis for caregivers to discuss common experiences and concerns and

to develop a mutual support system among peers. These groups will be offered in-person at a local Senior Center for the duration of one hour monthly.

## In-Home Services

Homemaker is provided by a subrecipient and authorized by a Texoma AAA Care Coordinator. This service is for individuals 60 and over living anywhere within the PSA. Homemaker services provide a trained and supervised homemakers involving performance of light housekeeping tasks and home management. This service lengthens the time a person can maintain independent living in a safe home environment. This service is provided on a temporary basis for a period of three months as indicated on each authorization form. Clients are encouraged to apply for Community Attendant Services for more long-term assistance.

Personal Assistance is provided by a subrecipient and authorized by a Texoma AAA Care Coordinator. This service is for individuals 60 and over living anywhere within the PSA. Personal Assistance service assists the client who has difficulty performing 2 or more ADLs, as identified through assessment process, with tasks a person would typically be able to perform independently otherwise. This includes all activities of daily living and health-related tasks.

## **Health Services (physical, mental, and behavioral)**

Health Maintenance services are provided by subrecipient with authorization from a Texoma AAA Care Coordinator. This service is for individuals 60 and over who need medical treatment by a health professional for the provision of glasses/vision exams, dentures/dental care and hearing aids/devices necessary to promote or maintain the health and safety of the older person.

## Evidence-Based Interventions (EBIs)

The Texoma AAA provides Evidence-Based-Interventions to the tri-county area to promote the prevention and mitigation of the effects of falls, educate and decrease the severity of depression for the older person and to reduce unnecessary admissions to healthcare facilities. All programs offered must meet the Administration for Community Living (ACL)'s definition for an evidenced based program. Texoma AAA will provide this service directly utilizing AAA staff who are trained as coaches and facilitators by the agencies who create and implement each EBI program.

The specific programs Texoma AAA will offer are: A Matter of Balance, Powerful Tools for Caregivers, Care Transitions Intervention and PEARLS for depression. All of these services will be offered in-person both in groups and individually depending on the requirements of the EBI. The location for groups will relate to the partnerships within our community; senior centers and rural community locations focusing on harder to reach populations. All programming will help to increase socialization (being in-person). This service is provided both directly from the AAA and through contracted program leaders.

## **Other Services to Assist Independence**

Texoma AAA provides Social Reassurance by a contractor of the AAA as authorized by a Care Coordinator. This service provides regular weekly contact and companionship for an older person by means of phone calls. This allows more frequent contact with homebound and isolated individuals with the ability to initiate action in the event an individual cannot be reached during the typical time frame they are reached. This service is provided on an on-going basis throughout the fiscal year.

## Section 11. Direct Service Waiver

Legal References: OAA 2020 307(a)(8); 26 TAC 213.155

To ensure compliance with the OAA direct service provision requirements and the state's approved state plan on aging, AAAs must request HHSC approval to provide Title III services directly. Please refer to the Method of Service Provision column in the [HHSC Services Definitions for Area Agencies on Aging Federal Fiscal Year 2023](#).

As per AAA Bulletin 22-02 AAAs Providing Services Directly (from November 04, 2022), the following services **do not** require HHSC approval:

- Case Management (Care Coordination and Caregiver Support Coordination)
- Information and Assistance (Information, Referral and Assistance and Caregiver Information Services)
- Services directly related to the AAA's administrative functions (Area Agency Administration, Data Management, and Instruction and Training)
- Outreach (Legal Awareness, Outreach and Public Information Services)
- Legal Assistance services which are provided directly by a certified benefits counselor; and
- Ombudsman Services which are provided directly by a certified ombudsman.

Indicate (**yes** or **no**) whether the AAA will provide any direct service that requires HHSC approval during the effective period of this area plan (FFY 2024 through FFY2026). If **yes**, also indicate the direct service(s).

Enter text here

## Direct Service Waiver Form 1

All area agencies on aging (AAAs) must complete a Direct Service Waiver form to request approval to provide supportive, in-home, or nutrition service as a direct service. A direct service is defined as a service activity provided to an eligible person performed directly by a AAA employee or volunteer.

**Table 8. Direct Service Waiver Form 1**

Topic	Response
Name of AAA.	Texoma
Identify the direct service being requested.	Evidenced Based Programming
Identify the time period for which the AAA will provide the direct service, not to extend past the effective period of this area plan.	2024-2026
Condition A: Provision of the direct service by the AAA is necessary to assure an adequate supply of such service.	YES <b><i>There is no available provider to serve all counties.</i></b>
Condition B: The service is directly related to the AAA's administrative functions.	NO
Condition C: The service can be provided more economically, and with comparable quality, by the AAA.	NO
Specify the area(s) within the PSA for which the AAA will provide the direct service.	Cooke, Grayson and Fannin counties



## Direct Service Waiver Form 2

All area agencies on aging (AAAs) must complete a Direct Service Waiver form to request approval to provide a supportive, in-home, or nutrition service as a direct service. A direct service is defined as a service activity provided to an eligible person performed directly by a AAA employee or volunteer.

**Table 9. Direct Service Waiver Form 2**

Topic	Response
Name of AAA.	Texoma
Identify the direct service being requested.	Caregiver Support Groups
Identify the time period for which the AAA will provide the direct service, not to extend past the effective period of this area plan.	2024-2026
Condition A: Provision of the direct service by the AAA is necessary to assure an adequate supply of such service.	YES There are no licensed providers available to offer this service across our region and the director hold the formal licensure required to facilitate support groups on behalf of the agency.
Condition B: The service is directly related to the AAA's administrative functions.	NO
Condition C: The service can be provided more economically, and with comparable quality, by the AAA.	NO
Specify the area(s) within the PSA for which the AAA will provide the direct service.	Cooke, Fannin and Grayson counties

## Direct Service Waiver Form 3

All area agencies on aging (AAAs) must complete a Direct Service Waiver form to request approval to provide a supportive, in-home, or nutrition service as a direct service. A direct service is defined as a service activity provided to an eligible person performed directly by a AAA employee or volunteer.

**Table 10. Direct Service Waiver Form 3**

Topic	Response
Name of AAA.	Texoma
Identify the direct service being requested.	Respite- Out of Home
Identify the time period for which the AAA will provide the direct service, not to extend past the effective period of this area plan.	2024-2026
Condition A: Provision of the direct service by the AAA is necessary to assure an adequate supply of such service.	NO
Condition B: The service is directly related to the AAA's administrative functions.	NO
Condition C: The service can be provided more economically, and with comparable quality, by the AAA,	YES We are requesting this service to be offered directly so that a FTE-Caregiver Specialist may run activities directly with participants with Dementia/Alzheimers who are attending the day program at an off-site location. This would be more cost-efficient as it is built into their job description with the COG, more consistent in the supply of the activities as historically the AAA has not been able to find and keep contracted activity persons and with a higher quality as the staff person will be a certified activity director.
Specify the area(s) within the PSA for which the AAA will provide the direct service.	The day program will be physically held in Grayson county but is open to respite clients in all three counties in our PSA- Cooke, Fannin and Grayson

## Section 12. Data Use Agreement

Texoma AAA will comply with the rules and regulations of the established Data Use Agreement. AAA abides by the Texoma Council of Governments Policies and Procedures on Internet & Technology security and Protected Health Information (PHI).

All new hires and current staff are required to complete a cybersecurity training certification annually which focuses on forming information secure habits and procedures to protect resources and to teach best practices for detecting, assessing, reporting and addressing information security threats.

Texoma AAA requires all staff and any sub-recipients who collect and/or store PHI to complete cybersecurity training offered annually to remain in compliance.

## **Section 13. Disaster Plan**

Legal References: OAA 2020 306(a)(17) and 307(a)(17); 26 TAC 213.11 and 213.151

### **Aging Services Disaster Plan**

Texoma AAA has policies and procedures in place with Texoma Council of Governments to address emergencies and disasters.

The Disaster policy is on file in the AAA department and will follow all local rules and regulations regarding emergencies and disasters.

Guidelines on FEMA recommendations for emergency preparedness are included in AAA's disaster plan.

**TO:** TCOG Governing Board

**THRU:** Eric M. Bridges, Executive Director *EMB*

**FROM:** Judy Fullylove, Energy Services Director *JF*

**DATE:** August 8, 2023

**RE:** U. S. Department of Energy (DOE-BIL) Contract Bipartisan Infrastructure Law Weatherization Assistance Program

#### **RECOMMENDATION**

Approve the FY 2022 DOE-BIL Weatherization Assistance Program Contract through the Texas Department of Housing and Community Affairs (TDHCA).

#### **BACKGROUND**

WAP is designed to help low-income customers control their energy costs through installation of weatherization materials and education. Energy efficiency improvements include treatment of air infiltration, and insulation; replacement of appliances, furnaces, air conditioners and hot water heaters. Health and safety hazards such as lead, radon, and carbon monoxide are addressed. All Weatherization measures installed shall meet or exceed the Standard Work Specifications and verified by a Quality Control Inspector.

#### **DISCUSSION**

The DOE contract funds serves income eligible customers in the 19 county service area of: Bowie, Camp, Cass, Collin, Cooke, Delta, Denton, Fannin, Franklin, Grayson, Hopkins, Hunt, Lamar, Marion, Morris, Rains, Red River, Rockwall and Titus. Funds can be leveraged with other sources to provide maximum weatherization benefits.

Contract period is July 15, 2023 through June 30, 2025

#### **BUDGET**

Total budget amount is \$1,558,047.00 and includes funds for Labor, Materials, Health & Safety, Staff Salaries, Fringe Benefits, Training & Technical Assistance, Liability/ Pollution occurrence Insurance, Fiscal Audit, and Administrative Costs. These Costs shall not exceed \$8009.00 CPU allowable by the end of the Contract Term.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NUMBER **55220004065** FOR THE  
FY 2022 U.S. DEPARTMENT OF ENERGY BIPARTISAN INFRASTRUCTURE LAW  
WEATHERIZATION ASSISTANCE PROGRAM  
(CFDA# 81.042)

**Awarding Federal Agency: United States Department of Energy**  
**TDHCA Federal Award Number: EE-0010018**  
**Award Year (Year of Award from DOE to TDHCA): 2022**  
**Unique Entity Identifier Number: DBJNSNAJZCM6**

**SECTION 1. PARTIES TO THE CONTRACT**

This FY 2022 U.S. Department of Energy ("DOE") Bipartisan Infrastructure Law ("BIL") Weatherization Assistance Program Contract ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department") and **Texoma Council of Governments**, a political subdivision of the State of Texas ("Subrecipient"), herein referred to as the "Parties."

**SECTION 2. CONTRACT TERM**

This Contract shall commence on **July 15, 2023**, and, unless earlier terminated in writing, shall end on **June 30, 2025** ("Contract Term").

**SECTION 3. SUBRECIPIENT PERFORMANCE**

A. The following County/Counties constitute the Subrecipient's "Service Area":

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

B. Subrecipient shall, throughout its Service Area, implement a Weatherization Assistance Program ("WAP") in accordance with the provisions of Part A of the Energy Conservation in Existing Buildings Act of 1976, as amended (42 U.S.C. §6861 *et seq.*) ("WAP Act"); the Department of Energy Act as amended (42 U.S.C. §8621 *et seq.*) ("DOE Act"); the DOE implementing regulations codified in 10 CFR Parts 440 and 600 ("WAP Regulations") as indicated herein; 2 CFR Part 200 any applicable Office of Management and Budget ("OMB") Circulars, Chapter 2306 of the Texas Government Code ("State Act"); the BIL Plan, the Texas DOE State Plan including the Department's Weatherization Health and Safety Plan, as revised from time to time, currently posted on the Department's website; Texas Grant Management Standards (Chapter 783 of the Texas Government Code) ("TXGMS"), and the implementing State regulations at Title 10, Part I, Chapters 1 and 2 of the Texas Administrative Code and Title 10, Part I, Chapter 6, Subchapters A and D of the Texas Administrative Code, as amended or supplemented from time to time (collectively, "WAP State Rules"). The work will be completed in accordance with the current adopted versions of Standard Work Specifications ("SWS") and the minimum requirements set in the State of Texas adopted International Residential Code or in jurisdictions authorized by State law to adopt later editions.

- C. Subrecipient shall, in accordance with this Contract throughout its Service Area, develop and implement a WAP on an equitable basis throughout its Service Area (as defined in Exhibit A in accordance with the terms of this Contract; the Budget and Performance Statement attached hereto as Exhibit A; the Documentation of Disability requirements attached hereto as Exhibit B; Materials and Work Standards attached hereto as Exhibit C; and the Certifications attached hereto as Addendums A, B, and C and incorporated herein for all relevant purposes; the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA"), the Requirements for the WAP attached hereto as Addendum D; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth. All such exhibits, addendums, and certifications are incorporated herein for all relevant purposes. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of low-income persons. WAP services can be provided to owner occupied units as well as rental units.
- D. Priority will be given, in no particular order, to (1) Households with "Elderly Persons", (2) "Persons with a Disability", (3) Households with a child that is age five (5) or younger, (4) Households with a High Energy Burden and/or (5) Households with "High Energy Consumption," as defined in Section 10 TAC §6.2. Before commencing any weatherization work, Subrecipient is required to complete energy audits.
- E. Subrecipient is responsible for providing services as required by the DOE Standard Work Specifications ("SWS"). The SWS requirements for single family homes, manufactured and multifamily housing can be accessed online. Failure to follow the SWS may cause payments to be withheld.
- F. 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, is ineligible, or has not been spent in accordance with the terms of this Contract. Subrecipient shall make such refund no later than the date specified in the notice that repayment is required, but if no date is specified, within fifteen (15) calendar days.

#### **SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS**

- A. Subrecipient understands that all obligations of TDHCA under the Contract are subject to the availability of grant funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority. The Grantee shall administer DOE funds received under the WAP in accordance with Federal rules and regulations and State policies and procedures. The Grantee is to manage Federal Funds in a prudent, effective and efficient manner to accomplish program objectives. Grantees shall take the necessary steps to ensure that funds are expended within the grant project period. The Contract is subject to termination or cancellation, either in whole or in part, without penalty to TDHCA if such funds are not appropriated or become unavailable.
- B. In consideration of Subrecipient's satisfactory performance of this Contract, Department must reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in an amount up to **\$1,558,047.00** as specified in the "Budget and Performance Statement," attached hereto as Exhibit A and the terms of this Contract.

- C. Department's obligations under this Contract are contingent upon the actual receipt and availability by Department of adequate DOE BIL WAP federal funds. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department may then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- D. Per Section 6.405 of the WAP State Rules, the Department reserves the right to deobligate funds under this Contract. Any decision to obligate additional funds or deobligate 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.
- E. Department is not liable for any cost incurred by Subrecipient which:
- (1) is incurred to weatherize a "dwelling unit" as defined in 10 TAC §6.2(b)(21) ("Dwelling Unit" or "Dwelling Units") which is not an eligible "dwelling unit" as defined in Section 440.22 of the WAP Regulations;
  - (2) is incurred to weatherize a Dwelling Unit which is designated for acquisition or clearance by a federal, state, or local program within twelve months from the date weatherization of the Dwelling Unit is scheduled to be completed;
  - (3) is incurred to weatherize a Dwelling Unit previously weatherized with WAP funds, except as provided for in Section 440.18(e)(2) of the WAP Regulations;
  - (4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 8 of this Contract;
  - (5) is not incurred during the Contract Term;
  - (6) is not reported to Department on a monthly expenditure or performance report, within forty-five (45) calendar days following the end of the Contract Term;
  - (7) is subject to reimbursement by a source other than Department;
  - (8) is made in violation of any provision of this Contract or any provision of federal or state law or regulation, including, but not limited to, those enumerated in this Contract; or
  - (9) are services that do not meet the standard set forth in <https://sws.nrel.gov/>.
- F. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for eligible costs incurred or performances rendered for activities specified in the WAP Act and Section 8 of this Contract.
- G. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by the Department under this Contract shall not exceed the sum of \$1,558,047.00 .
- H. COST MATCHING. Cost matching is not required.

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

- A. Each month, Subrecipient may request an advance payment of WAP funds under this Contract. Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. The timing and amount of cash advances shall be as close as administratively feasible, not to exceed a thirty (30) calendar day projection of the actual disbursements by the Subrecipient to direct program costs and the proportionate share of any allowable indirect costs.



- C. Subsection 4(A) of this Contract notwithstanding, the Department reserves the right to use a modified cost reimbursement method of payment for all funds, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Department determines that Subrecipient has maintained excess cash balances; (2) Department identifies any deficiency in the cash controls or financial management system maintained by Subrecipient; (3) Department identifies any deficiency in the quality of weatherization work performed by Subrecipient; (4) Department determines that a modified cost reimbursement method would benefit the program; (5) Department's funding sources require the use of a modified cost reimbursement method; or (6) Subrecipient fails to comply with any of the reporting requirements of Section 11 of this Contract.
- D. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible Dwelling Units of the WAP and for the payment of the allowable expenditures identified in Section 8 of this Contract.
- E. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.

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

- A. ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. Uniform cost principles for political subdivisions are set forth in 2 CFR Part 200. Except as expressly modified by law or the terms of this Contract, Subrecipient shall also comply with the cost principles and uniform administrative requirements set forth in the TXGMS. All references therein to "local government" shall be construed to mean Subrecipient.
- B. AUDIT REQUIREMENTS. 2 CFR Part 200, Subpart F, sets forth audit standards for governmental organizations expending Federal funds. The expenditure threshold of federal or state funds requiring an audit is \$750,000.
- C. SUBCONTRACTS. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- D. 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 immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) calendar days after the Subrecipient's fiscal year end.
- F. WAP PLAN SUBMISSION. The Subrecipient must review and comply with the changes noted in the Weatherization Memorandum 075: Weatherization Assistance Program Reauthorization Impacts for State Plan Submission, issued on January 8, 2022. It can be found here: <https://www.energy.gov/node/4720894>.

- G. STATE AUDITOR'S RIGHT TO AUDIT. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the Contract. The acceptance of funds by the Subrecipient or any other entity or person directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Subrecipient or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

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

- A. TERMINATION. Pursuant to Sections 2.202 of the WAP State Rules, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract.
- B. 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, health and safety concerns, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- C. LIABILITY. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.
- D. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between Parties.
- E. GENERAL. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under WAP, or a reduction in the original allocation of funds to Subrecipient.

## **SECTION 8. ALLOWABLE EXPENDITURES**

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with this Contract and the regulations set forth in Section 440.18 of the WAP Regulations, subject to the limitations and exceptions set forth in this Section 8.

- B. To the maximum extent practicable, Subrecipient shall utilize funds provided under this Contract for the purchase of weatherization materials. All weatherization measures installed must be justified according to the approved DOE priority list or an approved State of Texas Energy Audit savings-to-investment ratio ("SIR") of one or greater unless otherwise indicated as health and safety or incidental repair items. Weatherization measures installed shall begin with those having the greatest SIR (on approved State of Texas Energy Audit) and proceed in descending order to the measures with the smallest SIR or until the maximum allowable per unit expenditures are achieved. Weatherization measures installed that were justified by the approved DOE priority list shall be installed according to the order of the DOE priority list. Subrecipient shall weatherize eligible Dwelling Units using only weatherization materials which meet or exceed the standards prescribed by DOE in Appendix A of Part 440 of the WAP Regulations, the current adopted versions of the SWS, and State of Texas adopted International Residential Code ("IRC") or jurisdictions authorized by State law to adopt later editions.
- C. Allowable WAP expenditures under this Contract include:
- (1) purchase and delivery of weatherization materials as defined in Section 440.3 of the WAP Regulations, but not to include storm doors;
  - (2) weatherization materials and labor for allowable weatherization energy conservation measures (air and duct infiltration, window and doors, insulation, HVAC and base load reduction measures, etc.) if such will result in improved energy efficiency as demonstrated by SIR of one or better in the approved State of Texas Energy Audit, or justified by the approved DOE priority list, and, whenever available, heating and cooling systems must have an Energy Star rating;
  - (3) transportation of weatherization and repair materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;
  - (4) maintenance, operation, and insurance of vehicles used to transport weatherization materials;
  - (5) maintenance of tools and equipment;
  - (6) purchase of tools, equipment, and vehicles (purchase of vehicles must be approved in advance by DOE);
  - (7) employment of on-site supervisory personnel;
  - (8) storage of weatherization materials, tools, and equipment;
  - (9) incidental repairs (as defined by applicable Priority List(s) or current DOE WPN guidance); and
  - (10) allowable health and safety measures identified in the current approved Health & Safety Plan.
- D. Health and Safety funds not expended may be moved to the labor, materials, and program support category. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least forty-five (45) calendar days prior to the end of the Contract Term before these funds can be moved.
- E. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the "Budget and Performance Statement" attached hereto as Exhibit A. Allowable administrative costs may include reasonable costs associated with Subrecipient's administrative personnel, travel office space, equipment, and supplies which are necessary for the administration of WAP. Administrative costs are earned based upon the allowable percentage of total allowable expenditures. Subrecipient may use any or all of the funds allowed for administrative purposes under this Contract for the purchase and delivery of weatherization materials. These changes will require a Contract action; therefore, Subrecipient must provide written notification to the Department at least forty-five (45) calendar days prior to the end of the Contract Term before these funds can be moved.

- F. The cost of liability insurance charged to the weatherization program for personal injury and for property damage, shall not exceed Ten Thousand and No/100 Dollars (\$10,000.00) and shall be an allowable WAP expenditure under the "Budget and Performance Statement" attached hereto as Exhibit A.
- G. Fiscal audit expenses charged to the weatherization program shall not exceed Five Thousand and No/100 Dollars (\$5,000.00) and shall be allowed under the "Budget and Performance Statement" attached hereto as Exhibit A, subject to Section 15 of this Contract, Procurement Standards.
- H. To the maximum extent practicable, Subrecipient shall secure the services of volunteers to weatherize Dwelling Units under the direction of qualified supervisors.
- I. After reaching 40% of expenditure reporting of its DOE BIL funding under this Contract, Subrecipient will not be reimbursed for Admin funding that is 20 percentage points greater than its reported expenditure of non-administrative reimbursements.

## **SECTION 9. BUY AMERICA, BUILD AMERICA**

USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS. Contractor shall not use any of the funds provided pursuant to this Contract for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United states except as provided in Infrastructure Investment and Jobs Act (Public Law 117-58), also referred to as the Bipartisan Infrastructure Law (BIL).

This new requirement applies to "infrastructure projects," as those terms are defined by the act: "Projects" is defined as the "construction, alteration, maintenance, or repair of infrastructure in the United States." "Infrastructure" includes the structures, facilities, and equipment for, in the United States: · Roads, highways, and bridges; · Public transportation; · Dams, ports, harbors, and other maritime facilities; · Intercity passenger and freight railroads; · Airports; · Water systems, including drinking water and wastewater systems; · Electrical transmission facilities and systems; · Utilities; · Broadband infrastructure; and · Buildings and real property.

A.

1. Buy America Requirements for Infrastructure Projects Federal assisted projects which involve infrastructure work, undertaken by applicable recipient types, require that: all iron, steel, and manufactured products used in the infrastructure work are produced in the Unites States; and all construction materials used in the infrastructure work are manufactured in the United States. Whether a given project must apply this requirement is project-specific and dependent upon several factors, such as the recipient's entity type, whether the work involves "infrastructure," as that term is defined in Section 70914 of the Bipartisan Infrastructure Law, and whether the infrastructure in question is publicly owned or serves a public function. For Weatherization projects, this requirement will typically apply to work performed on publicly-owned housing. In order for a building or project to be considered public, a determination of what is a public building or public work must be made on a case-by-case basis by the Department and then DOE Project Officer prior to any work commencing. Weatherization work conducted on privately-owned residences is not required to comply with this requirement.
2. Definitions: For the purposes of the Buy America requirements, the following definitions apply:
  - a. Construction materials includes an article, material, or supply- other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives - that is or consists primarily of:

- i. Non-ferrous metals;
    - ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
    - iii. Glass (including optic glass);
    - iv. Lumber; or
    - v. Drywall.
  - b. Infrastructure includes, at a minimum:
    - i. The structures, facilities, and equipment for, in the United States, roads, highways, and bridges;
    - ii. Public transportation;
    - iii. Damns, ports, harbors, and other maritime facilities;
    - iv. Intercity passenger and freight railroads;
    - v. Freight and intermodal facilities;
    - vi. Airports;
    - vii. Water systems, including drinking water and wastewater systems; electrical transmission facilities and systems;
    - viii. Utilities;
    - ix. Broadband infrastructure; and
    - x. Buildings and real property.
    - xi. Infrastructure includes facilities that generate, transport, and distribute energy.
    - xii. The infrastructure in question must be publicly-owned or must serve a public auction; privately owned infrastructure that is solely utilized for private use is not considered "infrastructure" for purposes of Buy America applicability. The Department, not the Subrecipient will have the final say as to whether a given project includes the infrastructure, as defined herein.
  - c. Project: The construction, alteration, maintenance, or repair of infrastructure in the United States.
3. Buy America Requirements for Infrastructure Projects ("Buy America" requirements), Funds. In accordance with Section 70914 of the BIL, none of the project funds (includes federal share and recipient cost share) may be used for a project for infrastructure unless:
- a. All iron and steel used in the project are produced in the United States- this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
  - b. All manufactured products used in the project are produced in the United States- this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
  - c. All construction materials are manufactured in the United States- this means that all manufacturing process for the construction material occurred in the United States.

4. The Buy America requirements only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America requirements apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. The Buy America requirements only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does the Buy America requirements apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. These requirements must flow down to all sub-awards, all contracts, subcontracts and purchase orders for work performed under the proposed project. In limited circumstances, DOE may waive the application of the Buy America requirements where DOE determines that:
  - B. Applying the Buy America requirements would be inconsistent with the public interest;
  - C. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

The inclusion of iron, steel, manufactured products, or construction materials produce in the United States will increase the cost of the overall project by more than 25 percent. This excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. If Subrecipient seeks a waiver of the Buy America requirements,

## **SECTION 10. RECORDKEEPING REQUIREMENTS**

- A. GENERAL. Subrecipient shall comply with the record keeping requirements set forth at Section 440.24 of the WAP Regulations and section 1.409 of the WAP State Rules and with such additional record keeping requirements as specified herein by Department.
- B. FILE DOCUMENTATION. For each Dwelling Unit weatherized with funds received from WAP under this Contract, Subrecipient shall maintain a file containing the following information, including the following Department forms found in the Community Affairs Division section of the Department's website:
  - (1) Signed and completed Application for Weatherization Services indicating the ages of the residents, presence in the Household of a Child/children age five (5) or younger, Elderly Persons (60 years or older), as defined in the WAP State Rules, and Persons with Disabilities as defined in the WAP State Rules. Date of Application for Weatherization Services and associated documents must be within 12 months of the start date indicated on the Building Weatherization Report ("BWR");
  - (2) Twelve month consumer billing history for utilities;
  - (3) Consumption disclosure release form (for access to consumption data for use in surveys and studies);
  - (4) Priority Rating system as defined by TAC (local design allowed);
  - (5) Eligibility and Eligibility documentation:
    - a. Subrecipient should follow 10 TAC §6.4 for income determination.

- b. Subrecipient shall document/verify Household income for the thirty (30) calendar days preceding their application for all Household members eighteen (18) years and older, or use a Declaration of Income Statement ("DIS") (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the use of the form, including policies requiring a customer statement of efforts to obtain documentation of income with a notarized customer signature. Proof of income documentation requirements are the same for both single and multifamily housing unless the building is funded by the U.S. Department of Housing and Urban Development ("HUD") and verified by DOE in accordance with WPN 22-5, that the building meets certain income eligibility and may meet other WAP requirements without the need for further evaluation or verification. Subrecipient must obtain written permission from the Department if weatherizing a large multifamily building with twenty-five (25) or more Dwelling Units or a shelter in accordance with 10 TAC §6.414.
  - c. Subrecipient must follow 10 TAC §6.406(e)(1) and (2) regarding Household Status Verification as directed on the Department website. Household Status verification is not required if weatherizing public facilities or multi-unit buildings.
  - d. No Dwelling Unit shall be weatherized without documentation that the Dwelling Unit is an eligible Dwelling Unit as defined in Section 440.22 of the WAP Regulations;
- (6) BWR to include Quality Control Inspector - Final Inspection Certification Form and Justification for Omission of Priorities (if applicable);
  - (7) Invoices of materials purchased and/or inventory removal sheets;
  - (8) Invoices of labor;
  - (9) If a rental unit, Landlord Agreement form, Landlord Financial Participation form and Landlord Permission to Perform Assessment & Inspections for Rental Units" form and all other landlord forms found in the Community Affairs Division section of the Department's website;
  - (10) "Notice of Denial and Appeal Rights," if applicable;
  - (11) Signed and dated "Whole House Building Assessment" documentation, as defined by TAC §6.416, to include all required Energy Audit Data inputs;
  - (12) ACCA Approved Manual J and Manual S (if applicable);
  - (13) Documentation of pre and post weatherization carbon monoxide readings for all combustible appliances;
  - (14) Pre/Post CAZ Testing (if applicable);
  - (15) "Blower Door and Duct Blaster Data Sheet" form;
  - (16) Completed, signed and dated "priority list" form (if applicable);
  - (17) A complete electronic and printed copy of the approved State of Texas Energy Audit (if applicable);
  - (18) Signed client receipt of the "Unified Weatherization Elements Notification Form" that includes Lead Hazard information, identification of Mold Like Substance, and State Historical Preservation information;
  - (19) Signed client receipt of "Mold-Like Substance Notification and Release Form for Texas Weatherization Programs" (if applicable);
  - (20) Work Order;
  - (21) Final Inspection documentation that allowable measures are completed as per work order;
  - (22) Pre/Post-ASHRAE Printout (RedCalc);
  - (23) Radon Informed Consent Form;
  - (24) Client Education verification signed and dated by client and staff;
  - (25) Compliance with Buy American Requirements.
- C. MULTIFAMILY MASTER FILE. If WAP funds from this Contract are used for each multi-family project, Subrecipient shall maintain a master file containing the following additional information:
- (1) "Multifamily Project Building Data Checklist";

- (2) "Multifamily Project Completion Checklist" (by a multifamily Quality Control Inspector);
- (3) "Landlord Permission to Perform an Assessment and Inspections for Rental Units";
- (4) "Landlord Agreement" form;
- (5) "Landlord Financial Participation Form";
- (6) Davis-Bacon and related Acts, as applicable; and
- (7) Significant Data Required in all Multifamily Projects.

- D. MATERIAL STANDARDS. Materials standards documentation for weatherization materials purchased under this Contract must be maintained. These standards must meet the requirements according to Appendix A of Part 440 of the WAP Act.
- E. ACCESS TO RECORDS. Subrecipient shall give the federal and state funding agencies, the Comptroller General of the United States, and Department access to and the right to reproduce all records pertaining to this Contract. All such records shall be maintained for at least three years after final payment has been made and all other pending matters are closed and in accordance with Sections 600.153 and 600.642 of the WAP Regulations. Subrecipient shall include the requirements of this Subsection E in all subcontracts.
- F. OPEN RECORDS. All WAP records maintained by Subrecipient, except records made confidential by law, shall be available for inspection by the public during Subrecipient's normal business hours to the extent required by the Texas Public Information Act (Chapter 552 of the Texas Government Code). Subrecipient understands that the Department will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code ("the Texas Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- G. HOUSEHOLD ASSESSMENT. Subrecipient must conduct a full Whole House Assessment required by Chapter 6 Subchapter D of the TAC, to include all required energy audit inputs, as applicable, to address all possible allowable weatherization measures.
- H. RECORD RETENTION. Subrecipient represents and warrants its compliance with the records retention requirements of 2 CFR §200.333. Department reserves the right to direct a Subrecipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value. Subrecipient must include the substance of this clause in all subcontracts. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in TXGMS, (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; (iv) or 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.



## SECTION 11. REPORTING REQUIREMENTS

- A. REPORTING COMPLIANCE. Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the contract and maintain appropriate backup documentation to support the reports.
- B. PERFORMANCE AND EXPENDITURE REPORT. By the 15th of each month, Subrecipient shall electronically submit to Department a performance report listing demographic information on all units completed in the previous month and an expenditure report listing all expenditures of funds under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month.
- 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 expenditure and programmatic report. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds or additional contracts. 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. INVENTORY. In accordance with 10 TAC §1.407, Subrecipient shall submit to Department no later than forty-five (45) calendar days after the end of the Contract Term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 or more and/or a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program contracts. The inventory shall reflect the vehicles, tools, and equipment on hand as of the last day of the Contract Term.
- E. UNIT DATA. Subrecipient shall update the Previously Weatherized Units database no later than fifteen (15) calendar days after the end of each month of the Contract Term for units weatherized under this Contract.
- F. OTHER REPORTS. Subrecipient shall submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to Section 440.25 of the WAP Regulations, by the U.S. Department of Energy Internal Auditor or by the Department, by the Texas State Auditors Office, or by contractors or agents under the direction of such government entities, or by auditors working with such government entities.
- G. DEFAULT. If Subrecipient fails to submit within forty-five (45) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, withhold or suspend any or all payments otherwise due or requested by Subrecipient hereunder, and/or initiate proceedings to terminate this Contract.
- H. UNIQUE ENTITY IDENTIFIER NUMBER. Subrecipient shall register in the System of Award Management ("SAM") a Unique Entity Identifier ("UEI") number on all contracts and agreements. The UEI number must be registered at the website [www.sam.gov](http://www.sam.gov). These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current UEI number and CCR number for the entire Contract Term.
- I. DISASTER RECOVERY PLAN. Upon request of the Department, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

## **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 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 2 CFR §200.80 and 10 CFR §600.124. Unexpended Program income must be returned to the Department at the end of the Contract Term. Program income that is received after the end of the Contract Term must be returned to the Department within ten (10) calendar days.

## **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 2 CFR Part 200, 10 CFR §600.236(b-i), TXGMS, TAC, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.
- C. All vehicle purchases must have the prior written approval from the Department and DOE.

## **SECTION 16. SUBCONTRACTS**

- A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to evaluation of the household under 10 TAC §1.410, §6.4, and §6.406, expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured sub-contractual agreements for consulting and other professional services if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of weatherization activities without obtaining Department's prior approval. Any subcontract for the delivery of weatherization activities will be subject to monitoring by the Department as per Section 20 of this Contract. Subrecipient shall inspect all subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner. Subrecipient shall make no payment to subcontractor until all work is complete and has passed a final inspection.
- B. In no event shall any provision of this Section 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 hereunder 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 hereunder does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.
- C. Every initial assessment, justification for every installed weatherization measure, and every final inspection is the sole responsibility of the Subrecipient. Subrecipient may request in writing that the Department permit the Subrecipient to subcontract the performance of assessments, audits, and final inspections. The Department will review each request separately to determine whether the request will be granted.

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

- A. Subrecipient acknowledges that any vehicles, tools, and equipment with a unit acquisition cost of \$5,000 or more and/or a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts, are not assets of either the Subrecipient or the Department but are held in trust for the Weatherization Assistance Program and as such are assets of the Weatherization Assistance Program. Any equipment, tools, or vehicles having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit must receive prior approval from the Department before the purchase is made.
- B. Subrecipient shall develop and implement a property management system, which conforms to the uniform administrative requirements referenced in Section 6 of this Contract. Subrecipient shall not use, transfer, or dispose of any property acquired in whole or in part with funds provided under this or a previous weatherization assistance program contract except in accordance with its own property management system.
- C. Upon termination or non-renewal of this Contract, the Department may transfer the title of equipment to a third party named by the Department. Such a transfer shall be subject to the following standards:
  - (1) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.
  - (2) The Department will issue disposition instructions after receipt of final inventory.

- D. Subrecipient shall establish adequate safeguards to prevent loss, damage, or theft of property acquired hereunder and shall promptly report to Department any loss, damage, or theft of property with an acquisition cost of \$5,000 or more.
- E. In addition to the inventory of vehicles, tools, and equipment required under Section 17 of this Contract, Subrecipient shall take a physical inventory of all WAP materials and shall reconcile the results with its property records at least once every year. Any differences between quantities determined by the inventory and those shown in the property records shall be investigated by Subrecipient to determine the cause of the difference.

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

- A. If Subrecipient will enter in to a contract for weatherization activities with a third-party in the amount of \$25,000 or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient enters into a contract with a prime contractor in excess of \$100,000, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of WAP activities.
- B. Subrecipient is a "Governmental Unit" in accordance with Chapter 2259 of the Texas Government Code subject to statutory tort laws and, as such, generally, it does not maintain a commercial general liability insurance and/or auto liability policy.
- C. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate lead coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds subject to the limitations set forth in Sections 8(F) and 8(G) of this Contract.
- D. Subrecipient should consider securing adequate coverage for all units to be weatherized. Additional liability insurance costs may be paid from administrative or program support categories. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each Subrecipient should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.
- E. Subrecipient must also require all contracting independent subcontractors to have general liability insurance. If pollution occurrence insurance is elected by the Subrecipient, this insurance coverage must apply for its independent subcontractors or the independent subcontractors must obtain the coverage.

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

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

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

- A. Department may issue technical guidance to explain the rules and provide directions on the terms of this Contract. Installation of weatherization materials shall be in accordance with DOE Appendix A to Part 440 of the WAP Regulations, applicable DOE WPNs, current adopted versions of NREL Standard Work Specifications ("SWS"), current State of Texas adopted International Residential Code ("IRC") or jurisdictions authorized by State law to adopt later editions.
- B. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

## **SECTION 21. LEGAL AUTHORITY**

- A. LEGAL AUTHORITY. Subrecipient represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Subrecipient to act in connection with the Contract and to provide such additional information as may be required. The Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. SIGNATURE AUTHORITY. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been authorized by Subrecipient to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to all terms, provisions and performances herein.
- C. TERMINATION AND 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 for performance of the provisions of this Contract, if the Department has terminated this Contract for reason enumerated in this Section 21.

- D. MERGER AND DEFAULT. Subrecipient understands that it is an event of default under this Contract upon the liquidation, termination, dissolution, merger, consolidation or failure to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

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

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient represents and warrants that it will comply and assure the compliance of subcontractors with the WAP Act, WAP Regulations, any applicable Office of Management and Budget ("OMB") Circulars, the Texas DOE WAP State Plan; the WAP State Rules, the State Rules, the certifications attached and all applicable federal, state, and local laws, rules and regulations; regulations, and policies in effect or hereafter established, including, but not limited to the regulations contained in 2 CFR Part 200 and 10 CFR Part 440 (see: Electronic Code of Federal Regulations at [www.ecfr.gov](http://www.ecfr.gov) <http://www.ecfr.gov>); and other policies and procedures as DOE may, from time-to-time, prescribe for the administration of financial assistance. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by TDHCA concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies. 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 Certification Regarding Drug-Free Workplace Requirements" attached hereto as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 USC §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 other appropriate language, based on the needs of the Service Area and in compliance with the requirements in Executive Order 13166 of August 11, 2000 reprinted at 65 F.R. 50121, August 16, 2000 Improving Access to Services with LEP at 67 F.R. 41455. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with LEP have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.
- D. PROTECTED HEALTH INFORMATION. If Subrecipient collects or receives documentation for disability, medical records or any other medical information in the course of administering the DOE 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. 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 Development Owner 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 Development Owner hereby agrees and acknowledges that upon termination, Development Owner's rights to any funds shall be terminated.

- F. PROHIBITED EXPENDITURES ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT.
- (1) General. Pursuant to 2 CFR §200.216, Subrecipient and its contractors are prohibited from using funds under this Contract for equipment, services, or systems that use the following covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in accordance with Section 889 of Public Law 115-232 (National Defense Authorization Act 2019):
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (2) Subcontracts. Subrecipient must incorporate this prohibition in any contract and require its contractors to incorporate this requirement into any contract.
- G. 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.
- H. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. Subrecipient represents and warrants that if the Contract involves construction of a project, it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) for contracts involving employment, as applicable.
- I. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. Subrecipient represents and warrants that it will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387).
- J. LEAD BASED PAINT. Subrecipient shall comply with the Lead: Renovation, Repair, and Painting Program Final Rule (40 CFR Part 745) and Response to Children with Environmental Intervention Blood Lead Levels. Subrecipient must incorporate this requirement in any contract and require its contractors to incorporate this requirement into any contract.

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

- A. Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.
- B. Subrecipient shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in the WAP and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Subrecipient's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by Department
- C. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the weatherization program. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. Subrecipient shall immediately notify the Department of any identified instances of waste, fraud, or abuse.
- D. 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 certifies that it, 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. 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. 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.
- 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. If Subrecipients is a local governmental entity in addition to the requirements of this Section 24, Subrecipient shall 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.
- F. Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

## **SECTION 26. POLITICAL ACTIVITY AND LEGISLATIVE INFLUENCE PROHIBITED**

- A. None of the funds 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. None of the 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. Further, none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress other than as described in 18 U.S.C 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.
- D. Subrecipient represents and warrants that Department's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

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

- A. NON-DISCRIMINATION. In accordance with Section 2105.004 of the Texas Government Code, Subrecipient represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.
- 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), (ii) Fair Housing Act (42 U.S.C. §3601 *et seq.*), and (iii) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36.
- D. AGE DISCRIMINATION. Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107).
- E. SUBCONTRACTS. Subrecipient will include the substance of this Section 27 in all subcontracts.

## **SECTION 28. OPEN MEETINGS**

If the Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

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

- A. TRAINING. Training and technical assistance funds shall be used for State sponsored, DOE sponsored, and other relevant workshops and conferences provided the agenda includes topics directly related to administering WAP in accordance with Section 6.9 of the WAP State Rules.
- B. TRAVEL. Travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to 2 CFR Part 200 and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies. 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 30. MAINTENANCE OF EFFORT**

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

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

- A. DEBARRED AND SUSPENDED PARTIES. By signing this Contract, Subrecipient certifies that neither it nor its current principle parties are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as provided on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration and in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum C 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 C, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not make any award provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4 or which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management ("SAM") at [www.sam.gov](http://www.sam.gov) and including a copy of the results in its project files. Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors. Subrecipient may rely upon a certification of a prospective subcontractor that is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum C 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 C, without modification, and this language under this Section 30, in all its subcontracts.
- B. EXCLUDED PARTIES. By signing this Contract, Subrecipient further certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

## **SECTION 32. NO WAIVER**

- A. RIGHT OR REMEDY. Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy; neither 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.

- B. SOVEREIGN IMMUNITY. The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law.

### **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 Debarment, Suspension and Other Responsibility Matters
  - (4) Addendum D, PRWORA Requirements
  - (5) Exhibit A, Budget and Performance Statement
  - (6) Exhibit B, Performance Benchmarks
  - (7) Exhibit C, Documentation of Disability
  - (8) Exhibit D, Materials and Work Standards
  - (9) Attachment A, Davis Bacon Act

### **SECTION 34. SEVERABILITY**

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

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

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (16 U.S.C. 470) ("NHPA"). The Department has provided guidance through the best practice document posted on the Department's website.

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

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

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

In compliance with the WAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with Section 6.8 of the State WAP Rules, as may be amended from time to time.

### **SECTION 38. 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.

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

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

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

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

The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the Parties to resolve any dispute arising under the Contract. If at any time the Subrecipient would like to engage Department in an Alternative Dispute Resolution ("ADR") procedure, the Subrecipient may send a proposal to Department's Dispute Resolution Coordinator. For additional information on Department's ADR policy, see Department's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

### **SECTION 41. TIME IS OF THE ESSENCE**

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

### **SECTION 42. COUNTERPARTS AND FACSIMILIE SIGNATURES**

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

### **SECTION 43. NUMBER, GENDER**

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

### **SECTION 44. NOTICE**

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

#### **As to Department:**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
P. O. Box 13941  
Austin, Texas 78711-3941  
Attention: Michael De Young, 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 (5) calendar days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 43.

**SECTION 45. VENUE AND JURISDICTION**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Contract is fixed in any court of competent jurisdictions of Travis County, Texas.

**SECTION 46. 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 DOE 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 47. 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 but reasonable discretion.

**SECTION 48. SPECIAL CONDITIONS**

- A. APPLICATIONS. Subrecipient shall accept applications for WAP benefits at sites that are geographically accessible to all households in the Service Area. Subrecipient shall provide Elderly Persons and a Person with a Disability who cannot independently travel to the application site the means to submit applications for WAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.
- B. ADDITIONAL TERMS AND CONDITIONS. Reserved for EARAC Conditions, if any.
- C. Subrecipient needs written permission from Department to use funding on buildings that trigger the Davis-Bacon Act.
- (1) To Keep from triggering Davis-Bacon: Subrecipients shall not weatherize Multi Family units (buildings with 5 or more units) until this contract is amended.
  - (2) Buildings with four (4) or less units (duplex, triplex, and/or four-plex) under one roof can be weatherized under this current contract.

#### **SECTION 49. VETERAN IDENTIFICATION IN PROGRAM APPLICATIONS**

The program applications for WAP benefits must provide a space for applicants to indicate if they are a veteran as required by Section 434.214 of the Texas Government Code. In addition, the application must include the following statement: "Important Information for Former Military Services Members. Women and men who served in any branch of the United States Armed Forces, including Army, Navy, Air Force, Marines, Coast Guard, Reserves or National Guard, may be eligible for additional benefits and services. For more information please visit the Texas Veterans Portal at <https://veterans.portal.texas.gov/>.

#### **SECTION 50. PROCUREMENT OF RECOVERED MATERIAL**

Subrecipient represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act (Chapter 361 of the Texas Health & Safety Code, formerly Tex. Rev. Civ. Stat. Ann. Art. 4477-7), as amended by the Resource Conservation and Recovery Act.

#### **SECTION 51. CYBERSECURITY TRAINING PROGRAM**

- A. Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
- B. If Subrecipient has access to any state computer system or database, Subrecipient shall complete cybersecurity training and verify completion of the training program to the Department pursuant to and in accordance with Section 2054.5192 of the Government Code.

#### **SECTION 52. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW**

Subrecipient represents and warrants its compliance with 2 CFR §200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

#### **SECTION 53. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS**

Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

#### **SECTION 54. EXECUTIVE HEAD OF STATE AGENCY AFFIRMATION**

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the Department, (2) a person who at any time during the four years before the date of the Contract was the executive head of the Department, or (3) a person who employs a current or former executive head of the Department.

**SECTION 55. INDEMNIFICATION**

SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE DEPARTMENT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

EXECUTED to be effective on: 7/15/2023

**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 55220004065 FOR THE**  
**FY 2022 U.S. DEPARTMENT OF ENERGY BIPARTISAN INFRASTRUCTURE LAW**  
**WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)**

**ADDENDUM A**

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

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

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

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

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

**STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE**

The undersigned 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 55220004065 FOR THE**  
**FY 2022 U.S. DEPARTMENT OF ENERGY BIPARTISAN INFRASTRUCTURE LAW**  
**WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)**

**ADDENDUM B**

**Certification Regarding Drug-Free Workplace Requirements**

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

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

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

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

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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

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 55220004065 FOR THE**  
**FY 2022 U.S. DEPARTMENT OF ENERGY BIPARTISAN INFRASTRUCTURE LAW**  
**WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)**

**ADDENDUM C**

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

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

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

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

*(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 NO. 55220004065 FOR THE  
FY 2022 U.S. DEPARTMENT OF ENERGY BIPARTISAN INFRASTRUCTURE LAW  
WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

**ADDENDUM D**

**PRWORA Requirements**

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

If an individual is applying for WAP funds, a Subrecipient must verify that the individual applying for WAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA") 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), 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.
- (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 Modernization Act of 2014 (FISMA) (PL-113-283, as amended) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;
- (k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeing access to information regarding him/her may do so by submitting a written signed request to DHS-USCIS.
- (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 this 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 on their website.
- (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 D 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 D 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 D, 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.

(k) Subrecipient represents and warrants that it will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

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

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

USCIS SAVE Monitoring and Compliance MS 2640  
U.S. Citizenship and Immigration Services  
Department of Homeland Security  
Washington, DC 20529-2640  
ATTN: SAVE Operations  
Phone: (888) 464-4218  
Email: [saveregistration@dhs.gov](mailto:saveregistration@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 NO. 55220004065 FOR THE**  
**FY 2022 U.S. DEPARTMENT OF ENERGY BIPARTISAN INFRASTRUCTURE LAW**  
**WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)**

**EXHIBIT A**

**BUDGET AND PERFORMANCE STATEMENT**

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

**DEPARTMENT FINANCIAL OBLIGATIONS**

<b><u>\$ 1,208,047.00</u></b>	DOE WAP FUNDS CURRENTLY AVAILABLE
<b><u>\$ 350,000.00</u></b>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<b><u>\$ 1,208,047.00</u></b>	TOTAL ANTICIPATED DOE WAP FUNDS
<b><u>\$ 350,000.00</u></b>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

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

**BUDGET FOR AVAILABLE ALLOCATIONS**

1

CATEGORIES	FUNDS
Administration	\$ 134,148.00
Liability / Pollution Occurrence Insurance	\$ 17,630.00
Fiscal Audit	\$ 5,000.00
Materials / Program Support / Labor	\$ 893,579.00
Health and Safety	\$ 157,690.00
<b>SUB-TOTAL</b>	<b>\$ 1,208,047.00</b>
Training and Technical Assistance	\$ 350,000.00
<b>TOTAL</b>	<b>\$ 1,558,047.00</b>

## **FOOTNOTES TO BUDGET**

- Denotes that the Subrecipient must request in writing any amendment needed to a budget category before TDHCA will make any amendments. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit, Training and Technical Assistance and/or the Health and Safety categories.
- Denotes maximum dollar amount permitted for administration based on **8.61%** of the total allowable expenditures.
- Denotes maximum \$10,000 for liability insurance and the remaining balance for pollution occurrence insurance.
- Denotes the maximum allowed for Health and Safety expenditures.
- DOE BIL WAP funding may not be leveraged with DOE Annual grant funding.

Work orders must be submitted to weatherization contractors no later than June 30, 2025 for any weatherization activities to be completed under this Contract. All weatherization activities including final inspection must be completed no later than June 30, 2025.

Grantees are advised that any weatherization work must be completed and inspected, and all necessary monitoring and follow-up activities must be completed, by the performance period end date of the contract. If costs are incurred after the performance period, these costs must be covered by another funding source. The following exception is minimal administrative costs that may be incurred within 45 days after the performance period end date for closeout and final reporting.

These costs shall be reported on the final report described in Section 11 of this Contract.

Subrecipient shall provide WAP activities sufficient to expend the Contract funds during the Contract Term. WAP costs per Dwelling Unit (materials, labor, and program support), excluding health and safety expenses, shall not exceed **\$8,009 total cost per Dwelling Unit** without prior written approval from the Department. The cumulative total cost per Dwelling Unit (materials, labor, and program support), shall not exceed the maximum allowable by end of the Contract Term.

Subrecipient has a federally approved indirect cost rate of **32.29%**.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NO. 55220004065 FOR THE  
FY 2022 U.S. DEPARTMENT OF ENERGY BIPARTISAN INFRASTRUCTURE LAW  
WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

**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 4B.

1. 10% of BIL units weatherized at 25% of contract term expired;
2. 25% of BIL units weatherized at 40% of contract term expired;
3. 50% of BIL units weatherized at 60% of contract term expired;
4. 80% of BIL units weatherized at 80% of contract term expired.

**FOOTNOTES TO BENCHMARKS:**

- After reaching 40% of expenditure reporting of its DOE BIL funding under this Contract, Subrecipient will not be reimbursed for Administration funding that is 20 percentage points greater than its reported expenditure of non-administrative reimbursements.
- Failure to meet these benchmarks may result in deobligation of a proportional amount of funding and repeated failure to meet benchmarks will result in termination of this Contract.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NO. 55220004065 FOR THE  
FY 2022 U.S. DEPARTMENT OF ENERGY BIPARTISAN INFRASTRUCTURE LAW  
WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

**EXHIBIT C**

**DOCUMENTATION OF DISABILITY**

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

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



**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
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FY 2022 U.S. DEPARTMENT OF ENERGY BIPARTISAN INFRASTRUCTURE LAW  
WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

**EXHIBIT D**

**MATERIALS AND WORK STANDARDS**

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

1. Subrecipient shall weatherize eligible Dwelling Units using only weatherization materials which meet or exceed the standards prescribed by DOE in Appendix A of 10 CFR Part 440.
2. All weatherization measures installed shall meet or exceed the standards prescribed by DOE in current and applicable Weatherization Program Notices (WPN) 22-4 regarding Quality Work Plan and Standard Work Specifications ("SWS"). SWS is required on every unit.
3. All weatherization work must be performed in accordance to the DOE-approved Priority List or DOE-approved energy audit procedures, 10 CFR Part 440, Appendix A, State of Texas adopted International Residential Code (or that of jurisdictions authorized by State law to adopt later editions).
4. Subrecipient will include the substance of this Exhibit D in all subcontracts.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NO. 55220004065 FOR THE  
FY 2022 U.S. DEPARTMENT OF ENERGY BIPARTISAN INFRASTRUCTURE LAW  
WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

**ATTACHMENT A**

**DAVIS BACON ACT**

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

Section 1. DAVIS BACON ACT REQUIREMENTS. The Davis Bacon Act only applies to public works or work on multifamily buildings with five or more units.

A. Definitions. For purposes of this Section, Section 1, Contract Work Hours and Safety Standards Act, and Recipient Functions, the following definitions are applicable:

- (1) *Award* means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards Clauses and wage rate requirement of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act
- (2) *“Construction, alteration or repair”* means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation-
  - (a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
  - (b) Painting and decorating; or
  - (c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.
- (3) *Contract* means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these Clauses, a Contract shall include subcontracts and lower-tier subcontracts under the Contract.
- (4) *Contracting Officer* means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) *Contractor* means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.
- (6) *Recipient* means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (7) *“Site of the work”* --

- (a) Means--
    - (i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and
    - (ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;
  - (b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-
    - (i) They are dedicated exclusively, or nearly so, to performance of the project; and
    - (ii) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and
  - (c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an Award, Subaward, or Contract.
- (8) *Subaward* means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.
  - (9) *Subrecipient* means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. The term includes a Community Action Agency (CAA), local agency, or other entity to which a Subaward under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the Recovery Act

## B. DAVIS BACON ACT

### (1)

- (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Subaward or Contract and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.
  - (i) Applicable to recipient Only: Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.
  - (ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.
- (b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
- (c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- (d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

### (2)

- (a) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

- (ii) The classification is utilized in the area by the construction industry
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bear a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (c) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
  - (d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient and Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

*C. Rates of Wages*

- (1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.
- (2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

*D. Payrolls and Basic Records*

- (1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker his or her correct classification, hourly rates of wages paid( including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described section 1(b)(2)(B) of the Davis-Bacon Act), daily ad weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled David-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Subrecipient or Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Subrecipient or Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (2)

- (a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.
- (b) The Recipient is responsible for ensuring that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Subrecipient is responsible for ensuring all Contractors, including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Subrecipients and Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.
- (c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify -
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Subaward or Contract.

- (d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.
  - (e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Clause available for inspection, copying, or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting Officer may after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR §5.12.

*E. Withholding of Funds*

- (1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.



- (2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor.

#### F. *Apprentices and Trainees*

##### (1) Apprentices

- (a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed-
- (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
  - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.
- (c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (d) Where a Subrecipient or Contractor is performing construction on a project in a locality other than in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

- (e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees

- (a) Except as provided in 29 CFR §5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
- (b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.
- (c) In the event OATELS withdraws approval of a training program, the Subrecipient or Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(G) Compliance with Copeland Act Requirements

The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

(H) Subawards and Contracts

- (1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Clause entitled "Davis Bacon Act Requirements" and such other clauses as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Clause. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Clause.
- (2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient's and Contractor's signed and dated acknowledgment that this Clause) has been included in the Subaward and any Contracts. The SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413\\_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). Within 14 days after issuance of a Contract or lower- tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower tier subcontractor's signed and dated acknowledgment that this Clause has been included in any Contract and lower- tier subcontracts. SF1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413e.pdf). The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413.

(I) Contract Termination -- Debarment

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR §5.12.

(J) Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

(K) Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of the Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

(L) Certification of Eligibility

- (1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR §5.12(a)(1).
- (2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR §5.12(a)(1).

- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

(M) Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

Section 2. Contract Work Hours and Safety Standards Act

This Section 2, entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Subaward or Contract in an amount in excess of \$100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

- (A) Overtime requirements. No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (B) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the Clause set forth in paragraph B herein, the Subrecipient or Contractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWHSSA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- (C) Withholding for unpaid wages and liquidated damages.
- (1) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the same Recipient on any other federally assisted Award or contract subject to the CWHSSA, which is held by the same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause.

- (2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages as provided in clause set forth in CWHSSA, paragraph B of this Clause.

**TO:** TCOG Governing Board  
**THRU:** Eric M. Bridges, Executive Director  
**FROM:** Judy Fullylove, Energy Services Director *JF*  
**DATE:** August 11, 2023  
**RE:** Weatherization Contractor Procurement

#### **RECOMMENDATION**

Approve contractor bids submitted to Texoma Council of Governments Weatherization Assistance Program.

#### **BACKGROUND**

The Texas Department of Housing and Community Affairs requires procurement of weatherization contractors once every five (5) years.

#### **DISCUSSION**

Contractors were scored on the following criteria: material and labor; experience and integrity; technical resources; financial resources; certification ow women or minority owned business; and certification of historically underutilized business. Respondents could score a maximum of 100 points.

#### **BUDGET**

Contractors are paid through various weatherization contracts including the Low-Income Housing Energy Assistance Program (LIHEAP), Department of Energy (DOE), Texas Association of Community Action Agencies (TACAA), and Frontier Energy.

**BID SUMMARIES for Bid A & Bid B**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Cost Price Analysis/Evaluation Sheet**  
(For Agency Use Only)

<b>BID A</b>								
<u>BID WEIGHTS</u>			<u>BID POINT TOTALS</u>	<u>Cunningham Contractors</u>	<u>EcoEnergy</u>	<u>iFoam Insulation</u>	<u>iFoam Insulation (adjusted)*</u>	<u>Willko Construction</u>
Material Bid/Labor Bid			40	31.0	20.4	40.0	24.9	29.3
Bidder's Experience & Integrity			25	24.0	24.0	25.0	25.0	25.0
Technical Resources			15	15.0	15.0	13.0	13.0	11.0
Financial Resources			10	10.0	10.0	10.0	10.0	10.0
Woman or Minority Owned Business (SBA Certificate Required)			5	0.0	5.0	0.0	0.0	0.0
Historically Underutilized Business (HUB Certificate Required)			5	0.0	5.0	0.0	0.0	0.0
Total Points			100	80.0	79.4	88.0	72.9	75.3
<b>RATING</b>				<b>1</b>	<b>2</b>	<b>Not Rated</b>	<b>4</b>	<b>3</b>
<b>BID B</b>								
<u>BID WEIGHTS</u>			<u>BID POINT TOTALS</u>	<u>Cunningham Contractors</u>	<u>EcoEnergy</u>	<u>iFoam Insulation</u>	<u>iFoam Insulation (adjusted)*</u>	<u>Willko Construction</u>
Material Bid/Labor Bid			40	40.0	39.1			39.3
Bidder's Experience & Integrity			25	24.0	24.0			25.0
Technical Resources			15	15.0	15.0			11.0
Financial Resources			10	10.0	10.0			10.0
Woman or Minority Owned Business (SBA Certificate Required)			5	0.0	5.0			0.0
Historically Underutilized Business (HUB Certificate Required)			5	0.0	5.0			0.0
Total Points			100	89.0	98.1			85.3
<b>RATING</b>				<b>2</b>	<b>1</b>	<b>Not Rated</b>	<b>Not Rated</b>	<b>3</b>

\* Bid Submission for Insulation Only

**BID \$ SUMMARIES**  
**for Bid A & Bid B**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Cost Price Analysis/Evaluation Sheet**  
**(For Agency Use Only)**

<b><u>BID A</u></b>						
<b><u>BID PRICING</u></b>	<b><u>BID \$</u></b> <b><u>TOTALS</u></b>	<b><u>Cunningham</u></b> <b><u>Contractors</u></b>	<b><u>EcoEnergy</u></b>	<b><u>iFoam</u></b> <b><u>Insulation *</u></b>	<b><u>TCOG</u></b> <b><u>Insulation</u></b> <b><u>(adjusted)*</u></b>	<b><u>Willko</u></b> <b><u>Construction</u></b>
Material Bid \$	\$14,676.15	\$26,605.75	\$29,066.16	\$606.25	\$315.20	\$31,545.78
Labor Bid \$	\$10,932.50	\$7,822.15	\$21,150.73	\$413.05	\$299.36	\$10,384.65
Total Bid \$	\$25,608.65	\$34,427.90	\$50,216.89	\$1,019.30	\$614.56	\$41,930.43
<b>BID \$ RATING</b>		<b>1</b>	<b>3</b>	<b>Not Rated</b>	<b>4</b>	<b>2</b>
Total Points	100	80.0	79.4	88.0	72.9	75.3
<b>BID POINTS RATING</b>		<b>1</b>	<b>2</b>	<b>Not Rated</b>	<b>4</b>	<b>3</b>
<b><u>BID B</u></b>						
Material Bid/Labor Bid	<b><u>BID \$</u></b> <b><u>TOTALS</u></b>	<b><u>Cunningham</u></b> <b><u>Contractors **</u></b>	<b><u>EcoEnergy</u></b>	<b><u>iFoam</u></b> <b><u>Insulation *</u></b>	<b><u>TCOG</u></b> <b><u>Insulation</u></b> <b><u>(adjusted)*</u></b>	<b><u>Willko</u></b> <b><u>Construction</u></b>
Material Bid \$	\$98,293.25	\$12,597.85	\$88,612.71			\$101,949.58
Labor Bid \$	\$48,986.25	\$1,814.00	\$51,404.43			\$31,797.00
Total Bid \$	\$147,279.50	\$14,411.85	\$140,017.14	\$0.00	\$0.00	\$133,746.58
<b>BID \$ RATING</b>		<b>1</b>	<b>3</b>	<b>Not Rated</b>	<b>Not Rated</b>	<b>2</b>
Total Points	100	89.0	98.1			85.3
<b>BID POINTS RATING</b>		<b>2</b>	<b>1</b>	<b>Not Rated</b>	<b>Not Rated</b>	<b>3</b>

\* Bid Submission for Insulation Only

\* Bid Submission w/o HVAC Systems Material/Labor \$ Only



**ATTACHMENT VI - Bid A**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Cost Price Analysis/Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**ECOENERGY**

Bid provided (no points awarded):

**RESPONSIVE CRITERIA**

Bid submitted on time, in proper form and legible \*

Yes ☒ No ☐

Bid has all required attachments/documents \*

Yes ☒ No ☐

*\*Staff will place "X" in appropriate block*

**MATERIAL BID**

**BID WEIGHTS**

**BID POINT TOTALS**

Material Bid/Labor Bid	40	20.4
Bidder's Experience & Integrity	25	24.0
Technical Resources	15	15.0
Financial Resources	10	10.0
Woman or Minority Owned Business (SBA Certificate Required)	5	5.0
Historically Underutilized Business (HUB Certificate Required)	5	5.0
Total Points	100	79.4

**MATERIAL COSTS (MAX. 20 PTS.)** The lowest total material bid will receive 20 points. Each additional bid will receive points by dividing it into the lowest bid and then multiplying that a factor times 20 points.

TCOG Price	\$14,676.65	
This Bid	\$29,066.16	<b>ECOENERGY</b>
Equals	0.5	x 20 pts. = 10 pts.
<b>Maximum Allowable Points</b>		<b>10 pts.</b>

**LABOR COSTS (MAX. 20 PTS.)** The lowest total labor bid will receive 20 points. Each additional bid will receive points by dividing it into the lowest bid and then multiplying that a factor times 20 points.

TCOG Price	\$10,932.50	
This Bid	\$21,150.73	<b>ECOENERGY</b>
Equals	0.5	x 20 pts. = 10 pts.
<b>Maximum Allowable Points</b>		<b>10 pts.</b>
<b>TOTAL MATERIAL &amp; LABOR BID POINTS (MAX. 40 PTS.)</b>		<b>20 pts.</b>

**ATTACHMENT VI - Bid A (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**ECOENERGY**

**BIDDER'S EXPERIENCE & INTEGRITY (25 PTS.)**

1. Years of Experience (1 pt. for each year, not to exceed 4 pts.)

**4**

2. Reference check questions (7 pts. For each reference – Total of 21 pts.)

	Xcel Energy - Bryan Whitson	TNMP - Morgan Nielsen	Entergy Texas - Mark Delavan
	Reference #1	Reference #2	Reference #3
Question #1: Task performed? (1 pt.)	1	1	1
Question #2: Rate quality of work <i>Very good – 3 pts. Fair – 1 pt.</i> <i>Good – 2 pts. Poor – 0 pt.</i>	3	2	3
Question #3: Timely performance? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
Question #4: Would you contract again? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
Question #5: Courteous & respectful? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
<b>Total Points by Reference</b>	<b>7</b>	<b>6</b>	<b>7</b>

**TOTAL POINTS BY ALL REFERENCES (MAX. 21 PTS.)**

**20**

**TOTAL BIDDER'S EXPERIENCE & INTEGRITY POINTS (MAX. 25 PTS.)**

**24**

3. Certified Historically Underutilized Business (Max. 5 pts. With Certificate)

**5**

4. Certified Woman or Minority-Owned Business (Max. 5 pts. With Certificate)

**5**

**ATTACHMENT VI - Bid A (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**ECOENERGY**

**TECHNICAL RESOURCES (15 PTS. TOTAL)**

<b>Fernando Ormeno</b>		<b>Elias Muro</b>	
<b>Name #1</b>		<b>Name #2</b>	

**1. EXPERIENCE RESOURCES (8 PTS.)**

a. Do you have experience in Weatherization and construction?	1	1
<i>Yes – 1 pt. No – 0 pt.</i>		
b. Do you have experience in blown attic & wall insulation?	1	1
<i>Yes – 1 pt. No – 0 pt.</i>		
c. Have you performed insulation services in Weatherization homes before?	1	1
<i>Yes – 1 pt. No – 0 pt.</i>		
d. Do you have experience in Safety Standards to Health Hazards with Blown Insulation?	1	1
<i>Yes – 1 pt. No – 0 pt.</i>		
<b>TOTAL EXPERIENCE RESOURCE POINTS (MAX. 8 PTS.)</b>	<b>4</b>	<b>4</b>

**ADDITIONAL TECHNICAL RESOURCES (7 PTS. TOTAL)**

2. Will you be able to bill electronically using Excel?	2
<i>Yes – 2 pt. No – 0 pt.</i>	
3. Have you been responsible for the paperwork involved with accounting for materials and inventory for either a Weatherization program or construction business?	1
<i>Yes – 1 pt. No – 0 pt.</i>	
4. Do you own your own tools and equipment that would allow you to effectively weatherize homes in our nineteen-county area?	2
<i>Yes – 2 pt. No – 0 pt.</i>	
5. Experienced staff to promptly address client appointments, questions and warranty issues?	2
<i>Yes – 2 pt. No – 0 pt.</i>	
<b>TOTAL ADDITIONAL TECHNICAL RESOURCES (MAX. 7 PTS.)</b>	<b>7</b>
<b>TOTAL TECHNICAL RESOURCE POINTS (MAX. 15 PTS.)</b>	<b>15</b>


**ATTACHMENT VI - Bid A (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
(For Agency Use Only)

Responder's Company Name:

**ECOENERGY**

**FINANCIAL RESOURCES (10 PTS. TOTAL)**

1. Are you willing to provide proof of the required general liability insurance?	2	
Yes – 2 pt.      No – 0 pt.		
2. Line of credit minimum \$10,000?	2	
Yes – 2 pt.      No – 0 pt.		
3. Are you willing to wait 60 days after final inspection to receive payment by mail to address provided by subcontractor?	2	
Yes – 2 pt.      No – 0 pt.		
4. Trade References?	4	
Question 1: Honest, fair & responsible?	2	
Question 2: Would you extend credit?	2	
Yes – 2 pt.      No – 0 pt.		
<b>TOTAL FINANCIAL RESOURCES (MAX. 10 PTS.)</b>	<b>10</b>	
<b>GRAND TECHNICAL AND FINANCIAL RESOURCES POINTS</b>	<b>25</b>	

		<b>Weatherization Single Family Material &amp; Labor Bid Sheet</b> All Materials must meet or exceed 10 CFR 440 Appendix A to Part 440 Standards for Weatherization Materials, 2012 TDHCA Material Installation			<b>BID A</b>		
<b>Bidder Name:</b>		ECOENERGY					
<b>Description</b>	<b>Category</b>	<b>Unit Measure</b>	<b>Type</b>	<b>Labor Price Per Unit</b>	<b>Material Price Per Unit</b>	<b>Total Price Per Unit</b>	<b>Notes</b>

## Weatherization Single Family Material & Labor Bid Sheet Summaries

(1) HEALTH and SAFETY		\$14,815.00	\$23,942.05	\$38,757.05
(2) AIR INFILTRATION		\$626.43	\$977.71	\$1,604.14
(3) DUCT SEALING (MASTIC)		\$2,505.00	\$2,230.00	\$4,735.00
(4) ATTIC INSULATION		\$380.25	\$537.25	\$917.50
(5) WATER SAVERS LED'S		\$43.50	\$96.50	\$140.00
(6) WALL INSULATION		\$3.75	\$3.75	\$7.50
(7) SMART THERMOSTAT		\$0.00	\$0.00	\$0.00
(8) REFRIGERATOR		\$2,200.00	\$400.00	\$2,600.00
(9) SOLAR SCREENS (90%) ONLY		\$0.75	\$1.00	\$1.75
(10) FLOOR INSULATION		\$1.35	\$10.30	\$11.65
(11) MISC. REPAIRS		\$242.20	\$169.35	\$411.55
(12) HVAC/ WINDOW UNITS (ENERGY STAR)		\$0.00	\$0.00	\$0.00
(13) WINDOW & DOOR REPLACEMENT		\$332.50	\$698.25	\$1,030.75
TOTALS		\$21,150.73	\$29,066.16	\$50,216.89

**ATTACHMENT VI - Bid B**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Cost Price Analysis/Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**ECOENERGY**

Bid provided (no points awarded):

**RESPONSIVE CRITERIA**

Bid submitted on time, in proper form and legible \*

Yes ☒ No ☐

Bid has all required attachments/documents \*

Yes ☒ No ☐

*\*Staff will place "X" in appropriate block*

**MATERIAL BID**

**BID WEIGHTS**

**BID POINT TOTALS**

Material Bid/Labor Bid	40	39.1
Bidder's Experience & Integrity	25	24.0
Technical Resources	15	15.0
Financial Resources	10	10.0
Woman or Minority Owned Business (SBA Certificate Required)	5	5.0
Historically Underutilized Business (HUB Certificate Required)	5	5.0
Total Points	100	98.1

**MATERIAL COSTS (MAX. 20 PTS.)** The lowest total material bid will receive 20 points. Each additional bid will receive points by dividing it into the lowest bid and then multiplying that a factor times 20 points.

TCOG Price	\$98,293.25	
This Bid	\$88,612.71	<b>ECOENERGY</b>
Equals	1.1	x 20 pts. = 22 pts.
<b>Maximum Allowable Points</b>		<b>20 pts.</b>

**LABOR COSTS (MAX. 20 PTS.)** The lowest total labor bid will receive 20 points. Each additional bid will receive points by dividing it into the lowest bid and then multiplying that a factor times 20 points.

TCOG Price	\$48,986.25	
This Bid	\$51,404.43	<b>ECOENERGY</b>
Equals	0.95	x 20 pts. = 19 pts.
<b>Maximum Allowable Points</b>		<b>19 pts.</b>
<b>TOTAL MATERIAL &amp; LABOR BID POINTS (MAX. 40 PTS.)</b>		<b>39 pts.</b>

**ATTACHMENT VI - Bid B (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**ECOENERGY**

**BIDDER'S EXPERIENCE & INTEGRITY (25 PTS.)**

1. Years of Experience (1 pt. for each year, not to exceed 4 pts.)

**4**

2. Reference check questions (7 pts. For each reference – Total of 21 pts.)

	Xcel Energy - Reference #1	TNMP - Morgan Reference #2	Entergy Texas - Reference #3
Question #1: Task performed? (1 pt.)	1	1	1
Question #2: Rate quality of work <i>Very good – 3 pts. Fair – 1 pt. Good – 2 pts. Poor – 0 pt.</i>	3	2	3
Question #3: Timely performance? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
Question #4: Would you contract again? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
Question #5: Courteous & respectful? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
<b>Total Points by Reference</b>	<b>7</b>	<b>6</b>	<b>7</b>

**TOTAL POINTS BY ALL REFERENCES (MAX. 21 PTS.)**

**20**

**TOTAL BIDDER'S EXPERIENCE & INTEGRITY POINTS (MAX. 25 PTS.)**

**24**

3. Certified Historically Underutilized Business (Max. 5 pts. With Certificate)

**5**

4. Certified Woman or Minority-Owned Business (Max. 5 pts. With Certificate)

**5**

**ATTACHMENT VI - Bid B (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

ECOENERGY

**TECHNICAL RESOURCES (15 PTS. TOTAL)**

<b>Fernando Ormeno</b>		<b>Elias Muro</b>	
<b>Name #1</b>		<b>Name #2</b>	

**1. EXPERIENCE RESOURCES (8 PTS.)**

a. Do you have experience in Weatherization and construction?	1	1
<i>Yes – 1 pt. No – 0 pt.</i>		
b. Do you have experience in blown attic & wall insulation?	1	1
<i>Yes – 1 pt. No – 0 pt.</i>		
c. Have you performed insulation services in Weatherization homes before?	1	1
<i>Yes – 1 pt. No – 0 pt.</i>		
d. Do you have experience in Safety Standards to Health Hazards with Blown Insulation?	1	1
<i>Yes – 1 pt. No – 0 pt.</i>		
<b>TOTAL EXPERIENCE RESOURCE POINTS (MAX. 8 PTS.)</b>	<b>4</b>	<b>4</b>

**ADDITIONAL TECHNICAL RESOURCES (7 PTS. TOTAL)**

2. Will you be able to bill electronically using Excel?	2
<i>Yes – 2 pt. No – 0 pt.</i>	
3. Have you been responsible for the paperwork involved with accounting for materials and inventory for either a Weatherization program or construction business?	1
<i>Yes – 1 pt. No – 0 pt.</i>	98293.25
4. Do you own your own tools and equipment that would allow you to effectively weatherize homes in our nineteen-county area?	2
<i>Yes – 2 pt. No – 0 pt.</i>	
5. Experienced staff to promptly address client appointments, questions and warranty issues?	2
<i>Yes – 2 pt. No – 0 pt.</i>	
<b>TOTAL ADDITIONAL TECHNICAL RESOURCES (MAX. 7 PTS.)</b>	<b>7</b>
<b>TOTAL TECHNICAL RESOURCE POINTS (MAX. 15 PTS.)</b>	<b>15</b>



**ATTACHMENT VI - Bid B (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
(For Agency Use Only)

Responder's Company Name:

**ECOENERGY**

**FINANCIAL RESOURCES (10 PTS. TOTAL)**

1. Are you willing to provide proof of the required general liability insurance?	2	
Yes – 2 pt. No – 0 pt.		
2. Line of credit minimum \$10,000?	2	
Yes – 2 pt. No – 0 pt.		
3. Are you willing to wait 60 days after final inspection to receive payment by mail to address provided by subcontractor?	2	
Yes – 2 pt. No – 0 pt.		
4. Trade References?	4	
Question 1: Honest, fair & responsible?	2	
Question 2: Would you extend credit?	2	
Yes – 2 pt. No – 0 pt.		
<b>TOTAL FINANCIAL RESOURCES (MAX. 10 PTS.)</b>	<b>10</b>	

<b>GRAND TECHNICAL AND FINANCIAL RESOURCES POINTS</b>	<b>25</b>	
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		<b>Weatherization Single Family Material &amp; Labor Bid Sheet</b> All Materials must meet or exceed 10 CFR 440 Appendix A to Part 440 Standards for Weatherization Materials, 2012 TDHCA Material Installation					<b>BID B</b>	
<b>Bidder Name:</b>		ECOENERGY						
		<b>Unit Measure</b>		<b>Labor Price Per Unit</b>	<b>Material Price Per Unit</b>	<b>Total Price Per Unit</b>		
<b>Description</b>	<b>Category</b>	<b>Type</b>					<b>Notes</b>	

## Weatherization Single Family Material & Labor Bid Sheet Summaries

(1) HEALTH and SAFETY		\$0.00	\$0.00	\$0.00
(2) AIR INFILTRATION		\$626.43	\$977.71	\$1,604.14
(3) DUCT SEALING (MASTIC)		\$0.00	\$0.00	\$0.00
(4) ATTIC INSULATION		\$0.00	\$0.00	\$0.00
(5) WATER SAVERS LED'S		\$0.00	\$0.00	\$0.00
(6) WALL INSULATION		\$0.00	\$0.00	\$0.00
(7) SMART THERMOSTAT		\$50.00	\$135.00	\$185.00
(8) REFRIGERATOR		\$0.00	\$0.00	\$0.00
(9) SOLAR SCREENS (90%) ONLY		\$0.00	\$0.00	\$0.00
(10) FLOOR INSULATION		\$0.00	\$0.00	\$0.00
(11) MISC. REPAIRS		\$0.00	\$0.00	\$0.00
(12) HVAC/ WINDOW UNITS (ENERGY STAR)		\$50,728.00	\$87,500.00	\$138,228.00
(13) WINDOW & DOOR REPLACEMENT		\$0.00	\$0.00	\$0.00
TOTALS		\$51,404.43	\$88,612.71	\$140,017.14

**ATTACHMENT VI - Bid A**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Cost Price Analysis/Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**CUNNINGHAM CONTRACTORS**

Bid provided (no points awarded):

**RESPONSIVE CRITERIA**

Bid submitted on time, in proper form and legible \*

Yes

☒

No

☐

Bid has all required attachments/documents \*

Yes

☒

No

☐

*\*Staff will place "X" in appropriate block*

**MATERIAL BID**

**BID WEIGHTS**

Material Bid/Labor Bid  
Bidder's Experience & Integrity  
Technical Resources  
Financial Resources  
Woman or Minority Owned Business (SBA Certificate Required)  
Historically Underutilized Business (HUB Certificate Required)  
Total Points

**BID POINT TOTALS**

40 31.0  
25 24.0  
15 15.0  
10 10.0  
5 0.0  
5 0.0  
100 80.0

**MATERIAL COSTS (MAX. 20 PTS.)** The lowest total material bid will receive 20 points. Each additional bid will receive points by dividing it into the lowest bid and then multiplying that a factor times 20 points.

TCOG Price

\$14,676.15

This Bid

\$26,605.75

Equals

0.6

**CUNNINGHAM CONTRACTORS**

x 20 pts. = 11 pts.

**Maximum Allowable Points**

**11 pts.**

**LABOR COSTS (MAX. 20 PTS.)** The lowest total labor bid will receive 20 points. Each additional bid will receive points by dividing it into the lowest bid and then multiplying that a factor times 20 points.

TCOG Price

\$10,932.50

This Bid

\$7,822.15

Equals

1.4

**CUNNINGHAM CONTRACTORS**

x 20 pts. = 28 pts.

**Maximum Allowable Points**

**20 pts.**

**TOTAL MATERIAL & LABOR BID POINTS (MAX. 40 PTS.)**

**31 pts.**

**ATTACHMENT VI - Bid A (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**CUNNINGHAM CONTRACTORS**

**BIDDER'S EXPERIENCE & INTEGRITY (25 PTS.)**

1. Years of Experience (1 pt. for each year, not to exceed 4 pts.)

**4**

2. Reference check questions (7 pts. For each reference – Total of 21 pts.)

	Mark Bullard	Glen Cooksy	Kip Brockway
	Reference #1	Reference #2	Reference #3
Question #1: Task performed? (1 pt.)	1	0	1
Question #2: Rate quality of work <i>Very good – 3 pts. Fair – 1 pt. Good – 2 pts. Poor – 0 pt.</i>	3	3	3
Question #3: Timely performance? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
Question #4: Would you contract again? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
Question #5: Courteous & respectful? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
<b>Total Points by Reference</b>	<b>7</b>	<b>6</b>	<b>7</b>

**TOTAL POINTS BY ALL REFERENCES (MAX. 21 PTS.)**

**20**

**TOTAL BIDDER'S EXPERIENCE & INTEGRITY POINTS (MAX. 25 PTS.)**

**24**

3. Certified Historically Underutilized Business (Max. 5 pts. With Certificate)

**0**

4. Certified Woman or Minority-Owned Business (Max. 5 pts. With Certificate)

**0**

**ATTACHMENT VI - Bid A (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**CUNNINGHAM CONTRACTORS**

**TECHNICAL RESOURCES (15 PTS. TOTAL)**

Buddy Cunningham	Kevin Cunningham
Name #1	Name #2

**1. EXPERIENCE RESOURCES (8 PTS.)**

a. Do you have experience in Weatherization and construction?	1	1
Yes – 1 pt. No – 0 pt.		
b. Do you have experience in blown attic & wall insulation?	1	1
Yes – 1 pt. No – 0 pt.		
c. Have you performed insulation services in Weatherization homes before?	1	1
Yes – 1 pt. No – 0 pt.		
d. Do you have experience in Safety Standards to Health Hazards with Blown Insulation?	1	1
Yes – 1 pt. No – 0 pt.		
<b>TOTAL EXPERIENCE RESOURCE POINTS (MAX. 8 PTS.)</b>	<b>4</b>	<b>4</b>

**ADDITIONAL TECHNICAL RESOURCES (7 PTS. TOTAL)**

2. Will you be able to bill electronically using Excel?	2
Yes – 2 pt. No – 0 pt.	
3. Have you been responsible for the paperwork involved with accounting for materials and inventory for either a Weatherization program or construction business?	1
Yes – 1 pt. No – 0 pt.	
4. Do you own your own tools and equipment that would allow you to effectively weatherize homes in our nineteen-county area?	2
Yes – 2 pt. No – 0 pt.	
5. Experienced staff to promptly address client appointments, questions and warranty issues?	2
Yes – 2 pt. No – 0 pt.	
<b>TOTAL ADDITIONAL TECHNICAL RESOURCES (MAX. 7 PTS.)</b>	<b>7</b>
<b>TOTAL TECHNICAL RESOURCE POINTS (MAX. 15 PTS.)</b>	<b>15</b>

**ATTACHMENT VI - Bid A (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**


Responder's Company Name:

**CUNNINGHAM CONTRACTORS**

**FINANCIAL RESOURCES (10 PTS. TOTAL)**

1. Are you willing to provide proof of the required general liability insurance?	2	
<i>Yes – 2 pt. No – 0 pt.</i>		
2. Line of credit minimum \$10,000?	2	
<i>Yes – 2 pt. No – 0 pt.</i>		
3. Are you willing to wait 60 days after final inspection to receive payment by mail to address provided by subcontractor?	2	
<i>Yes – 2 pt. No – 0 pt.</i>		
4. Trade References?	4	
<i>Question 1: Honest, fair &amp; responsible?</i>	2	
<i>Question 2: Would you extend credit?</i>	2	
<i>Yes – 2 pt. No – 0 pt.</i>		
<b>TOTAL FINANCIAL RESOURCES (MAX. 10 PTS.)</b>	<b>10</b>	

<b>GRAND TECHNICAL AND FINANCIAL RESOURCES POINTS</b>	<b>25</b>	
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		<b>Weatherization Single Family Material &amp; Labor Bid Sheet</b> All Materials must meet or exceed 10 CFR 440 Appendix A to Part 440 Standards for Weatherization Materials, 2012 TDHCA Material Installation			<b>BID A</b>	
<b>Bidder Name:</b>		CUNNINGHAM CONTRACTORS				
<b>Description</b>	<b>Category</b>	<b>Unit Measure</b>	<b>Type</b>	<b>Labor Price Per Unit</b>	<b>Material Price Per Unit</b>	<b>Total Price Per Unit</b>
<b>Notes</b>						

## Weatherization Single Family Material & Labor Bid Sheet Summaries

(1) HEALTH and SAFETY				\$4,475.00	\$20,982.00	\$25,457.00
(2) AIR INFILTRATION				\$939.00	\$862.85	\$1,801.85
(3) DUCT SEALING (MASTIC)				\$677.25	\$771.50	\$1,448.75
(4) ATTIC INSULATION				\$198.70	\$360.40	\$559.10
(5) WATER SAVERS LED'S				\$90.50	\$95.00	\$185.50
(6) WALL INSULATION				\$4.50	\$2.70	\$7.20
(7) SMART THERMOSTAT				\$0.00	\$0.00	\$0.00
(8) REFRIGERATOR				\$400.00	\$1,725.00	\$2,125.00
(9) SOLAR SCREENS (90%) ONLY				\$3.00	\$4.50	\$7.50
(10) FLOOR INSULATION				\$33.45	\$33.80	\$67.25
(11) MISC. REPAIRS				\$500.75	\$668.00	\$1,168.75
(12) HVAC/ WINDOW UNITS (ENERGY STAR)				\$0.00	\$0.00	\$0.00
(13) WINDOW & DOOR REPLACEMENT				\$500.00	\$1,100.00	\$1,600.00
TOTALS				\$7,822.15	\$26,605.75	\$34,427.90

**ATTACHMENT VI - Bid B**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Cost Price Analysis/Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**CUNNINGHAM CONTRACTORS**

Bid provided (no points awarded):

**RESPONSIVE CRITERIA**

Bid submitted on time, in proper form and legible \*

Yes

☒

No

☐

Bid has all required attachments/documents \*

Yes

☒

No

☐

*\*Staff will place "X" in appropriate block*

**MATERIAL BID**

**BID WEIGHTS**

Material Bid/Labor Bid  
Bidder's Experience & Integrity  
Technical Resources  
Financial Resources  
Woman or Minority Owned Business (SBA Certificate Required)  
Historically Underutilized Business (HUB Certificate Required)  
Total Points

**BID POINT TOTALS**

40  
25  
15  
10  
5  
5  
100

40.0  
24.0  
15.0  
10.0  
0.0  
0.0  
89.0

**MATERIAL COSTS (MAX. 20 PTS.)** The lowest total material bid will receive 20 points. Each additional bid will receive points by dividing it into the lowest bid and then multiplying that a factor times 20 points.

TCOG Price

\$98,293.25

This Bid

\$12,597.85

Equals

7.8

**CUNNINGHAM CONTRACTORS**

x 20 pts. = 156 pts.

**Maximum Allowable Points**

**20 pts.**

**LABOR COSTS (MAX. 20 PTS.)** The lowest total labor bid will receive 20 points. Each additional bid will receive points by dividing it into the lowest bid and then multiplying that a factor times 20 points.

TCOG Price

\$48,986.25

This Bid

\$1,814.00

Equals

27.0

**CUNNINGHAM CONTRACTORS**

x 20 pts. = 540 pts.

**Maximum Allowable Points**

**20 pts.**

**TOTAL MATERIAL & LABOR BID POINTS (MAX. 40 PTS.)**

**40 pts.**



**ATTACHMENT VI - Bid B (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**CUNNINGHAM CONTRACTORS**

**BIDDER'S EXPERIENCE & INTEGRITY (25 PTS.)**

1. Years of Experience (1 pt. for each year, not to exceed 4 pts.)

**4**

2. Reference check questions (7 pts. For each reference – Total of 21 pts.)

MATERIAL BID

	Mark Bullard	Glen Cooksy	Kip Brockway
	Reference #1	Reference #2	Reference #3
Question #1: Task performed? (1 pt.)	1	0	1
Question #2: Rate quality of work <i>Very good – 3 pts. Fair – 1 pt. Good – 2 pts. Poor – 0 pt.</i>	3	3	3
Question #3: Timely performance? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
Question #4: Would you contract again? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
Question #5: Courteous & respectful? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
<b>Total Points by Reference</b>	<b>7</b>	<b>6</b>	<b>7</b>

**TOTAL POINTS BY ALL REFERENCES (MAX. 21 PTS.)**

**20**

**TOTAL BIDDER'S EXPERIENCE & INTEGRITY POINTS (MAX. 25 PTS.)**

**24**

3. Certified Historically Underutilized Business (Max. 5 pts. With Certificate)

**0**

4. Certified Woman or Minority-Owned Business (Max. 5 pts. With Certificate)

**0**

**ATTACHMENT VI - Bid B (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**CUNNINGHAM CONTRACTORS**

**TECHNICAL RESOURCES (15 PTS. TOTAL)**

Buddy Cunningham	Kevin Cunningham
Name #1	Name #2

**1. EXPERIENCE RESOURCES (8 PTS.)**

a. Do you have experience in Weatherization and construction?	1	1
<i>Yes – 1 pt. No – 0 pt.</i>		
b. Do you have experience in blown attic & wall insulation?	1	1
<i>MATERIAL BID</i>		
c. Have you performed insulation services in Weatherization homes before?	1	1
<i>Yes – 1 pt. No – 0 pt.</i>		
d. Do you have experience in Safety Standards to Health Hazards with Blown Insulation?	1	1
<i>Yes – 1 pt. No – 0 pt.</i>		
<b>TOTAL EXPERIENCE RESOURCE POINTS (MAX. 8 PTS.)</b>	<b>4</b>	<b>4</b>

**ADDITIONAL TECHNICAL RESOURCES (7 PTS. TOTAL)**

2. Will you be able to bill electronically using Excel?	2
<i>Yes – 2 pt. No – 0 pt.</i>	
3. Have you been responsible for the paperwork involved with accounting for materials and inventory for either a Weatherization program or construction business?	1
<i>Yes – 1 pt. No – 0 pt.</i>	
4. Do you own your own tools and equipment that would allow you to effectively weatherize homes in our nineteen-county area?	2
<i>Yes – 2 pt. No – 0 pt.</i>	
5. Experienced staff to promptly address client appointments, questions and warranty issues?	2
<i>Yes – 2 pt. No – 0 pt.</i>	
<b>TOTAL ADDITIONAL TECHNICAL RESOURCES (MAX. 7 PTS.)</b>	<b>7</b>
<b>TOTAL TECHNICAL RESOURCE POINTS (MAX. 15 PTS.)</b>	<b>15</b>

**ATTACHMENT VI - Bid B (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**


Responder's Company Name:

**CUNNINGHAM CONTRACTORS**

**FINANCIAL RESOURCES (10 PTS. TOTAL)**

1. Are you willing to provide proof of the required general liability insurance?	2	
<i>Yes – 2 pt. No – 0 pt.</i>		
2. Line of credit minimum \$10,000?	2	
<i>Yes – 2 pt. No – 0 pt.</i>		
3. Are you willing to wait 60 days after final inspection to receive payment by mail to address provided by subcontractor?	2	
<i>Yes – 2 pt. No – 0 pt.</i>		
4. Trade References?	4	
<i>Question 1: Honest, fair &amp; responsible?</i>	2	
<i>Question 2: Would you extend credit?</i>	2	
<i>Yes – 2 pt. No – 0 pt.</i>		
<b>TOTAL FINANCIAL RESOURCES (MAX. 10 PTS.)</b>	<b>10</b>	

<b>GRAND TECHNICAL AND FINANCIAL RESOURCES POINTS</b>	<b>25</b>	
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		<b>Weatherization Single Family Material &amp; Labor Bid Sheet</b> All Materials must meet or exceed 10 CFR 440 Appendix A to Part 440 Standards for Weatherization Materials, 2012 TDHCA Material Installation					<b>BID B</b>	
<b>Bidder Name:</b>		CUNNINGHAM CONTRACTORS						
<b>Description</b>	<b>Category</b>	<b>Unit Measure</b> Type	<b>Labor Price Per Unit</b>	<b>Material Price Per Unit</b>	<b>Total Price Per Unit</b>	<b>Notes</b>		

## Weatherization Single Family Material & Labor Bid Sheet Summaries

(1) HEALTH and SAFETY	\$0.00	\$0.00	\$0.00
(2) AIR INFILTRATION	\$939.00	\$862.85	\$1,801.85
(3) DUCT SEALING (MASTIC)	\$0.00	\$0.00	\$0.00
(4) ATTIC INSULATION	\$0.00	\$0.00	\$0.00
(5) WATER SAVERS LED'S	\$0.00	\$0.00	\$0.00
(6) WALL INSULATION	\$0.00	\$0.00	\$0.00
(7) SMART THERMOSTAT	\$50.00	\$100.00	\$150.00
(8) REFRIGERATOR	\$0.00	\$0.00	\$0.00
(9) SOLAR SCREENS (90%) ONLY	\$0.00	\$0.00	\$0.00
(10) FLOOR INSULATION	\$0.00	\$0.00	\$0.00
(11) MISC. REPAIRS	\$0.00	\$0.00	\$0.00
(12) HVAC/ WINDOW UNITS (ENERGY STAR)	\$825.00	\$11,635.00	\$12,460.00
(13) WINDOW & DOOR REPLACEMENT	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$1,814.00</b>	<b>\$12,597.85</b>	<b>\$14,411.85</b>

**ATTACHMENT VI - Bid A**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Cost Price Analysis/Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**WILLKO CONSTRUCTION**

Bid provided (no points awarded):

**RESPONSIVE CRITERIA**

Bid submitted on time, in proper form and legible \*

Yes

☒

No

☐

Bid has all required attachments/documents \*

Yes

☒

No

☐

*\*Staff will place "X" in appropriate block*

**MATERIAL BID**

**BID WEIGHTS**

**BID POINT TOTALS**

Material Bid/Labor Bid	40	29.3
Bidder's Experience & Integrity	25	25.0
Technical Resources	15	11.0
Financial Resources	10	10.0
Woman or Minority Owned Business (SBA Certificate Required)	5	0.0
Historically Underutilized Business (HUB Certificate Required)	5	0.0
Total Points	100	75.3

**MATERIAL COSTS (MAX. 20 PTS.)** The lowest total material bid will receive 20 points. Each additional bid will receive points by dividing it into the lowest bid and then multiplying that a factor times 20 points.

TCOG Price	\$14,676.65	
This Bid	\$31,545.78	<b>WILLKO CONSTRUCTION</b>
Equals	0.5	x 20 pts. = 9 pts.
<b>Maximum Allowable Points</b>		<b>9 pts.</b>

**LABOR COSTS (MAX. 20 PTS.)** The lowest total labor bid will receive 20 points. Each additional bid will receive points by dividing it into the lowest bid and then multiplying that a factor times 20 points.

TCOG Price	\$10,932.50	
This Bid	\$10,384.65	<b>WILLKO CONSTRUCTION</b>
Equals	1.1	x 20 pts. = 21 pts.
<b>Maximum Allowable Points</b>		<b>20 pts.</b>
<b>TOTAL MATERIAL &amp; LABOR BID POINTS (MAX. 40 PTS.)</b>		<b>29 pts.</b>

**ATTACHMENT VI - Bid A (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**WILLKO CONSTRUCTION**

**BIDDER'S EXPERIENCE & INTEGRITY (25 PTS.)**

1. Years of Experience (1 pt. for each year, not to exceed 4 pts.)

**4**

2. Reference check questions (7 pts. For each reference – Total of 21 pts.)

	#1 Jacqueline Barnard	#2 Bailey Wilson	#3 Charles Bolton
	Reference #1	Reference #2	Reference #3
Question #1: Task performed? (1 pt.)	1	1	1
Question #2: Rate quality of work <i>Very good – 3 pts. Fair – 1 pt. Good – 2 pts. Poor – 0 pt.</i>	3	3	3
Question #3: Timely performance? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
Question #4: Would you contract again? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
Question #5: Courteous & respectful? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
<b>Total Points by Reference</b>	<b>7</b>	<b>7</b>	<b>7</b>

**TOTAL POINTS BY ALL REFERENCES (MAX. 21 PTS.)**

**21**

**TOTAL BIDDER'S EXPERIENCE & INTEGRITY POINTS (MAX. 25 PTS.)**

**25**

3. Certified Historically Underutilized Business (Max. 5 pts. With Certificate)

**0**

4. Certified Woman or Minority-Owned Business (Max. 5 pts. With Certificate)

**0**

**ATTACHMENT VI - Bid A (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**WILLKO CONSTRUCTION**

**TECHNICAL RESOURCES (15 PTS. TOTAL)**

<b>Lindell Williams</b>		
<b>Name #1</b>		<b>Name #2</b>

**1. EXPERIENCE RESOURCES (8 PTS.)**

a. Do you have experience in Weatherization and construction?	1	0
<i>Yes – 1 pt. No – 0 pt.</i>		
b. Do you have experience in blown attic & wall insulation?	1	0
<i>Yes – 1 pt. No – 0 pt.</i>		
c. Have you performed insulation services in Weatherization homes before?	1	0
<i>Yes – 1 pt. No – 0 pt.</i>		
d. Do you have experience in Safety Standards to Health Hazards with Blown Insulation?	1	0
<i>Yes – 1 pt. No – 0 pt.</i>		
<b>TOTAL EXPERIENCE RESOURCE POINTS (MAX. 8 PTS.)</b>	<b>4</b>	<b>0</b>

**ADDITIONAL TECHNICAL RESOURCES (7 PTS. TOTAL)**

2. Will you be able to bill electronically using Excel?	2
<i>Yes – 2 pt. No – 0 pt.</i>	
3. Have you been responsible for the paperwork involved with accounting for materials and inventory for either a Weatherization program or construction business?	1
<i>Yes – 1 pt. No – 0 pt.</i>	
4. Do you own your own tools and equipment that would allow you to effectively weatherize homes in our nineteen-county area?	2
<i>Yes – 2 pt. No – 0 pt.</i>	
5. Experienced staff to promptly address client appointments, questions and warranty issues?	2
<i>Yes – 2 pt. No – 0 pt.</i>	
<b>TOTAL ADDITIONAL TECHNICAL RESOURCES (MAX. 7 PTS.)</b>	<b>7</b>
<b>TOTAL TECHNICAL RESOURCE POINTS (MAX. 15 PTS.)</b>	<b>11</b>

**ATTACHMENT VI - Bid A (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
(For Agency Use Only)


Responder's Company Name:

**WILLKO CONSTRUCTION**

**FINANCIAL RESOURCES (10 PTS. TOTAL)**

1. Are you willing to provide proof of the required general liability insurance?	2	
Yes – 2 pt.      No – 0 pt.		
2. Line of credit minimum \$10,000?	2	
Yes – 2 pt.      No – 0 pt.		
3. Are you willing to wait 60 days after final inspection to receive payment by mail to address provided by subcontractor?	2	
Yes – 2 pt.      No – 0 pt.		
4. Trade References?	4	
Question 1: Honest, fair & responsible?	2	
Question 2: Would you extend credit?	2	
Yes – 2 pt.      No – 0 pt.		
<b>TOTAL FINANCIAL RESOURCES (MAX. 10 PTS.)</b>	<b>10</b>	
<b>GRAND TECHNICAL AND FINANCIAL RESOURCES POINTS</b>	<b>21</b>	



		<b>Weatherization Single Family Material &amp; Labor Bid Sheet</b> All Materials must meet or exceed 10 CFR 440 Appendix A to Part 440 Standards for Weatherization Materials, 2012 TDHCA Material Installation					<b>BID A</b>	
<b>Bidder Name:</b>		WILLKO CONSTRUCTION						
		<b>Unit Measure</b>		<b>Labor Price Per Unit</b>	<b>Material Price Per Unit</b>	<b>Total Price Per Unit</b>		
<b>Description</b>	<b>Category</b>	<b>Type</b>					<b>Notes</b>	

### Weatherization Single Family Material & Labor Bid Sheet Summaries

(1) HEALTH and SAFETY			\$7,400.00	\$26,048.90	\$33,448.90	
(2) AIR INFILTRATION			\$662.00	\$799.58	\$1,461.58	
(3) DUCT SEALING (MASTIC)			\$657.80	\$695.70	\$1,353.50	
(4) ATTIC INSULATION			\$196.70	\$340.70	\$537.40	
(5) WATER SAVERS LED'S			\$90.50	\$95.00	\$185.50	
(6) WALL INSULATION			\$3.95	\$2.30	\$6.25	
(7) SMART THERMOSTAT			\$0.00	\$0.00	\$0.00	
(8) REFRIGERATOR			\$400.00	\$1,650.00	\$2,050.00	
(9) SOLAR SCREENS (90%) ONLY			\$3.00	\$4.50	\$7.50	
(10) FLOOR INSULATION			\$22.70	\$31.85	\$54.55	
(11) MISC. REPAIRS			\$598.00	\$677.25	\$1,275.25	
(12) HVAC/ WINDOW UNITS (ENERGY STAR)			\$0.00	\$0.00	\$0.00	
(13) WINDOW & DOOR REPLACEMENT			\$350.00	\$1,200.00	\$1,550.00	
TOTALS			\$10,384.65	\$31,545.78	\$41,930.43	

**ATTACHMENT VI - Bid A - Adjusted (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**iFOAM INSULATION**

Bid provided (no points awarded):

**RESPONSIVE CRITERIA**

Bid submitted on time, in proper form and legible \*

Yes ☒ No ☐

Bid has all required attachments/documents \*

Yes ☐ No ☒

*\*Staff will place "X" in appropriate block*

**MATERIAL BID**

**BID WEIGHTS**

Material Bid/Labor Bid

40 **24.9**

Bidder's Experience & Integrity

25 **25.0**

Technical Resources

15 **13.0**

Financial Resources

10 **10.0**

Woman or Minority Owned Business (SBA Certificate Required)

5 **0.0**

Historically Underutilized Business (HUB Certificate Required)

5 **0.0**

Total Points

100 **72.9**

**BID POINT TOTALS**

**MATERIAL COSTS (MAX. 20 PTS.)** The lowest total material bid will receive 20 points. Each additional bid will receive points by dividing it into the lowest bid and then multiplying that a factor times 20 points.

TCOG Price

\$315.20

This Bid

\$606.25

Equals

0.5

**iFOAM INSULATION**

x 20 pts. = **10** pts.

**Maximum Allowable Points**

**10** pts.

**LABOR COSTS (MAX. 20 PTS.)** The lowest total labor bid will receive 20 points. Each additional bid will receive points by dividing it into the lowest bid and then multiplying that a factor times 20 points.

TCOG Price

\$299.35

This Bid

\$413.05

Equals

0.7

**iFOAM INSULATION**

x 20 pts. = **14** pts.

**Maximum Allowable Points**

**14** pts.

**TOTAL MATERIAL & LABOR BID POINTS (MAX. 40 PTS.)**

**25** pts.

**ATTACHMENT VI - Bid A - Adjusted (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**iFOAM INSULATION**

**BIDDER'S EXPERIENCE & INTEGRITY (25 PTS.)**

1. Years of Experience (1 pt. for each year, not to exceed 4 pts.)

**4**

2. Reference check questions (7 pts. For each reference – Total of 21 pts.)

	BB Maverick (Rick Schumacher)	Oakfall Builders (H.Klein)	Villa May Constr. (J. Carrasco)
	Reference #1	Reference #2	Reference #3
Question #1: Task performed? (1 pt.)	1	1	1
Question #2: Rate quality of work <i>Very good – 3 pts. Fair – 1 pt. Good – 2 pts. Poor – 0 pt.</i>	3	3	3
Question #3: Timely performance? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
Question #4: Would you contract again? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
Question #5: Courteous & respectful? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
<b>Total Points by Reference</b>	<b>7</b>	<b>7</b>	<b>7</b>

**TOTAL POINTS BY ALL REFERENCES (MAX. 21 PTS.)**

**21**

**TOTAL BIDDER'S EXPERIENCE & INTEGRITY POINTS (MAX. 25 PTS.)**

**25**

3. Certified Historically Underutilized Business (Max. 5 pts. With Certificate)

**0**

4. Certified Woman or Minority-Owned Business (Max. 5 pts. With Certificate)

**0**

**ATTACHMENT VI - Bid A - Adjusted (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**IFOAM INSULATION**

**TECHNICAL RESOURCES (15 PTS. TOTAL)**

<b>Nate Brodersen</b>		<b>Jacob Shaddix</b>	
<b>Name #1</b>		<b>Name #2</b>	

**1. EXPERIENCE RESOURCES (8 PTS.)**

a. Do you have experience in Weatherization and construction?	1	1
<i>Yes – 1 pt. No – 0 pt.</i>		
b. Do you have experience in blown attic & wall insulation?	1	1
<i>Yes – 1 pt. No – 0 pt.</i>		
c. Have you performed insulation services in Weatherization homes before?	0	0
<i>Yes – 1 pt. No – 0 pt.</i>		
d. Do you have experience in Safety Standards to Health Hazards with Blown Insulation?	1	1
<i>Yes – 1 pt. No – 0 pt.</i>		
<b>TOTAL EXPERIENCE RESOURCE POINTS (MAX. 8 PTS.)</b>	<b>3</b>	<b>3</b>

**ADDITIONAL TECHNICAL RESOURCES (7 PTS. TOTAL)**

2. Will you be able to bill electronically using Excel?	2
<i>Yes – 2 pt. No – 0 pt.</i>	
3. Have you been responsible for the paperwork involved with accounting for materials and inventory for either a Weatherization program or construction business?	1
<i>Yes – 1 pt. No – 0 pt.</i>	
4. Do you own your own tools and equipment that would allow you to effectively weatherize homes in our nineteen-county area?	2
<i>Yes – 2 pt. No – 0 pt.</i>	
5. Experienced staff to promptly address client appointments, questions and warranty issues?	2
<i>Yes – 2 pt. No – 0 pt.</i>	
<b>TOTAL ADDITIONAL TECHNICAL RESOURCES (MAX. 7 PTS.)</b>	<b>7</b>
<b>TOTAL TECHNICAL RESOURCE POINTS (MAX. 15 PTS.)</b>	<b>13</b>


**ATTACHMENT VI - Bid A - Adjusted (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**IFOAM INSULATION**

**FINANCIAL RESOURCES (10 PTS. TOTAL)**

1. Are you willing to provide proof of the required general liability insurance?	2	
Yes – 2 pt.      No – 0 pt.		
2. Line of credit minimum \$10,000?	2	
Yes – 2 pt.      No – 0 pt.		
3. Are you willing to wait 60 days after final inspection to receive payment by mail to address provided by subcontractor?	2	
Yes – 2 pt.      No – 0 pt.		
4. Trade References?	4	
Question 1: Honest, fair & responsible?	2	
Question 2: Would you extend credit?	2	
Yes – 2 pt.      No – 0 pt.		
<b>TOTAL FINANCIAL RESOURCES (MAX. 10 PTS.)</b>	<b>10</b>	
<b>GRAND TECHNICAL AND FINANCIAL RESOURCES POINTS</b>	<b>23</b>	

		<b>Weatherization Single Family Material &amp; Labor Bid Sheet</b> All Materials must meet or exceed 10 CFR 440 Appendix A to Part 440 Standards for Weatherization Materials, 2012 TDHCA Material Installation					<b>BID A</b>	
<b>Bidder Name:</b>		iFOAM INSULATION						
		<b>Unit Measure</b>		<b>Labor Price Per Unit</b>	<b>Material Price Per Unit</b>	<b>Total Price Per Unit</b>		
<b>Description</b>	<b>Category</b>	<b>Type</b>					<b>Notes</b>	

## Weatherization Single Family Material & Labor Bid Sheet Summaries

(1) HEALTH and SAFETY		\$0.00	\$0.00	\$0.00
(2) AIR INFILTRATION		\$110.00	\$366.00	\$476.00
(3) DUCT SEALING (MASTIC)		\$0.00	\$0.00	\$0.00
(4) ATTIC INSULATION		\$231.25	\$67.30	\$298.55
(5) WATER SAVERS LED'S		\$0.00	\$0.00	\$0.00
(6) WALL INSULATION		\$3.75	\$1.80	\$5.55
(7) SMART THERMOSTAT		\$0.00	\$0.00	\$0.00
(8) REFRIGERATOR		\$0.00	\$0.00	\$0.00
(9) SOLAR SCREENS (90%) ONLY		\$10.00	\$15.00	\$25.00
(10) FLOOR INSULATION		\$58.05	\$156.15	\$214.20
(11) MISC. REPAIRS		\$0.00	\$0.00	\$0.00
(12) HVAC/ WINDOW UNITS (ENERGY STAR)		\$0.00	\$0.00	\$0.00
(13) WINDOW & DOOR REPLACEMENT		\$0.00	\$0.00	\$0.00
TOTALS		\$413.05	\$606.25	\$1,019.30

**ATTACHMENT VI -Bid B**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Cost Price Analysis/Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**WILLKO CONSTRUCTION**

Bid provided (no points awarded):

**RESPONSIVE CRITERIA**

Bid submitted on time, in proper form and legible \*

Yes ☒ No ☐

Bid has all required attachments/documents \*

Yes ☒ No ☐

*\*Staff will place "X" in appropriate block*

**MATERIAL BID**

**BID WEIGHTS**

**BID POINT TOTALS**

Material Bid/Labor Bid	40	39.3
Bidder's Experience & Integrity	25	25.0
Technical Resources	15	11.0
Financial Resources	10	10.0
Woman or Minority Owned Business (SBA Certificate Required)	5	0.0
Historically Underutilized Business (HUB Certificate Required)	5	0.0
Total Points	100	85.3

**MATERIAL COSTS (MAX. 20 PTS.)** The lowest total material bid will receive 20 points. Each additional bid will receive points by dividing it into the lowest bid and then multiplying that a factor times 20 points.

TCOG Price	\$98,293.25	
This Bid	\$101,949.58	<b>WILLKO CONSTRUCTION</b>
Equals	1.0	x 20 pts. = 19 pts.
<b>Maximum Allowable Points</b>		<b>19 pts.</b>

**LABOR COSTS (MAX. 20 PTS.)** The lowest total labor bid will receive 20 points. Each additional bid will receive points by dividing it into the lowest bid and then multiplying that a factor times 20 points.

TCOG Price	\$48,986.25	
This Bid	\$31,797.00	<b>WILLKO CONSTRUCTION</b>
Equals	1.5	x 20 pts. = 31 pts.
<b>Maximum Allowable Points</b>		<b>20 pts.</b>
<b>TOTAL MATERIAL &amp; LABOR BID POINTS (MAX. 40 PTS.)</b>		<b>39 pts.</b>

**ATTACHMENT VI - Bid B (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
**(For Agency Use Only)**

Responder's Company Name:

**WILLKO CONSTRUCTION**

**BIDDER'S EXPERIENCE & INTEGRITY (25 PTS.)**

1. Years of Experience (1 pt. for each year, not to exceed 4 pts.)

**4**

2. Reference check questions (7 pts. For each reference – Total of 21 pts.)

	#1 Jacqueline Barnard	#2 Bailey Wilson	#3 Charles Bolton
	Reference #1	Reference #2	Reference #3
Question #1: Task performed? (1 pt.)	1	1	1
Question #2: Rate quality of work <i>Very good – 3 pts. Fair – 1 pt. Good – 2 pts. Poor – 0 pt.</i>	3	3	3
Question #3: Timely performance? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
Question #4: Would you contract again? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
Question #5: Courteous & respectful? <i>Yes – 1 pt. No – 0 pt.</i>	1	1	1
<b>Total Points by Reference</b>	<b>7</b>	<b>7</b>	<b>7</b>

**TOTAL POINTS BY ALL REFERENCES (MAX. 21 PTS.)**

**21**

**TOTAL BIDDER'S EXPERIENCE & INTEGRITY POINTS (MAX. 25 PTS.)**

**25**

3. Certified Historically Underutilized Business (Max. 5 pts. With Certificate)

**0**

4. Certified Woman or Minority-Owned Business (Max. 5 pts. With Certificate)

**0**



**ATTACHMENT VI - Bid B (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
(For Agency Use Only)

Responder's Company Name:

**WILLKO CONSTRUCTION**

**TECHNICAL RESOURCES (15 PTS. TOTAL)**

<b>Lindell Williams</b>		
<b>Name #1</b>		<b>Name #2</b>

**1. EXPERIENCE RESOURCES (8 PTS.)**

a. Do you have experience in Weatherization and construction?	1	1
Yes – 1 pt. No – 0 pt.		
b. Do you have experience in blown attic & wall insulation?	1	1
Yes – 1 pt. No – 0 pt.		
c. Have you performed insulation services in Weatherization homes before?	1	0
Yes – 1 pt. No – 0 pt.		
d. Do you have experience in Safety Standards to Health Hazards with Blown Insulation?	1	0
Yes – 1 pt. No – 0 pt.		
<b>TOTAL EXPERIENCE RESOURCE POINTS (MAX. 8 PTS.)</b>	<b>4</b>	<b>2</b>

**ADDITIONAL TECHNICAL RESOURCES (7 PTS. TOTAL)**

2. Will you be able to bill electronically using Excel?	2	
Yes – 2 pt. No – 0 pt.		
3. Have you been responsible for the paperwork involved with accounting for materials and inventory for either a Weatherization program or construction business?	1	
Yes – 1 pt. No – 0 pt.		
4. Do you own your own tools and equipment that would allow you to effectively weatherize homes in our nineteen-county area?	2	
Yes – 2 pt. No – 0 pt.		
5. Experienced staff to promptly address client appointments, questions and warranty issues?	2	
Yes – 2 pt. No – 0 pt.		
<b>TOTAL ADDITIONAL TECHNICAL RESOURCES (MAX. 7 PTS.)</b>	<b>7</b>	
<b>TOTAL TECHNICAL RESOURCE POINTS (MAX. 15 PTS.)</b>	<b>13</b>	

**ATTACHMENT VI - Bid B (Cont'd)**  
**Weatherization Single Family/ Multi-Family Material & Labor**  
**Bidder Evaluation Sheet**  
(For Agency Use Only)


Responder's Company Name:

**WILLKO CONSTRUCTION**

**FINANCIAL RESOURCES (10 PTS. TOTAL)**

1. Are you willing to provide proof of the required general liability insurance?	2	
Yes – 2 pt.      No – 0 pt.		
2. Line of credit minimum \$10,000?	2	
Yes – 2 pt.      No – 0 pt.		
3. Are you willing to wait 60 days after final inspection to receive payment by mail to address provided by subcontractor?	2	
Yes – 2 pt.      No – 0 pt.		
4. Trade References?	4	
Question 1: Honest, fair & responsible?	2	
Question 2: Would you extend credit?	2	
Yes – 2 pt.      No – 0 pt.		
<b>TOTAL FINANCIAL RESOURCES (MAX. 10 PTS.)</b>	<b>10</b>	
<b>GRAND TECHNICAL AND FINANCIAL RESOURCES POINTS</b>	<b>23</b>	

Bidder Name: WILLKO CONSTRUCTION

		<b>Weatherization Single Family Material &amp; Labor Bid Sheet</b> All Materials must meet or exceed 10 CFR 440 Appendix A to Part 440 Standards for Weatherization Materials, 2012 TDHCA Material Installation						<b>BID B</b>
<b>Bidder Name:</b>		WILLKO CONSTRUCTION						
		<b>Unit Measure</b>		<b>Labor Price Per Unit</b>	<b>Material Price Per Unit</b>	<b>Total Price Per Unit</b>		
<b>Description</b>	<b>Category</b>	<b>Type</b>					<b>Notes</b>	

## Weatherization Single Family Material & Labor Bid Sheet Summaries

(1) HEALTH and SAFETY	\$0.00	\$0.00	\$0.00
(2) AIR INFILTRATION	\$662.00	\$799.58	\$1,461.58
(3) DUCT SEALING (MASTIC)	\$0.00	\$0.00	\$0.00
(4) ATTIC INSULATION	\$0.00	\$0.00	\$0.00
(5) WATER SAVERS LED'S	\$0.00	\$0.00	\$0.00
(6) WALL INSULATION	\$0.00	\$0.00	\$0.00
(7) SMART THERMOSTAT	\$50.00	\$125.00	\$175.00
(8) REFRIGERATOR	\$0.00	\$0.00	\$0.00
(9) SOLAR SCREENS (90%) ONLY	\$0.00	\$0.00	\$0.00
(10) FLOOR INSULATION	\$0.00	\$0.00	\$0.00
(11) MISC. REPAIRS	\$0.00	\$0.00	\$0.00
(12) HVAC/ WINDOW UNITS (ENERGY STAR)	\$31,085.00	\$101,025.00	\$132,110.00
(13) WINDOW & DOOR REPLACEMENT	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$31,797.00</b>	<b>\$101,949.58</b>	<b>\$133,746.58</b>



**TO:** TCOG Governing Board  
**FROM:** Eric M. Bridges, Executive Director *EMB*  
**THRU:** TCOG Executive Officers Committee  
**DATE** August 17, 2023  
**RE:** TCOG By-Laws

#### **RECOMMENDATION**

Review, discuss, and adopt the proposed amendment to Article IV. Section 4(A)(ii) of the By-Laws

#### **BACKGROUND**

The President and Vice-President positions are vacant. The terms of both positions extend through June 2024. At least one but preferably both of these positions need to be filled in order for TCOG to conduct its business. The proposed amendment broadens the pool of Governing Board Members eligible to serve as Officers.

#### **DISCUSSION**

Article IV Section (4) Paragraph (A) subparagraph (ii) states "Each officer shall be an elected official of a city or county."

The proposed amendment to Article IV Section (4) Paragraph (A) subparagraph (ii) is "Each officer shall either be an elected official of a city or county, or a community representative selected in accordance with section (2)(b)(i) and (ii) of this Article respectively."

#### **BUDGET**

NA

# texoma council of governments

bylaws



## **preamble**

We, the representatives of local governments in the Texoma area, hereby join together in a voluntary organization to be known as the Texoma Council of Governments, for the purpose of meeting at regular intervals to discuss and study community challenges of mutual interest and concern, and to develop plans, policies and action recommendations for ratification and implementation by member local governments and other appropriate levels of government within the region.

We realize that our individual and common destinies rest with the interdependent actions of the local governments which comprise our region.

This voluntary association which we have formed is a vehicle for closer cooperation and is a voluntary organization of local governments by which the members seek, by mutual agreement, solutions to mutual problems for mutual benefit.

Our goal is to combine our total resources for regional planning beyond our individual capabilities.

## **article i**

### **ORGANIZATION**

There is hereby organized a Regional Planning Council which shall be known as the Texoma Council of Governments and which shall be a voluntary association of the local governmental units located within Cooke, Fannin and Grayson Counties of the State of Texas. The Council is organized under the authority of Chapter 391, Local Government Code, State of Texas, and may exercise any powers heretofore or hereafter conferred upon it by State Law.

## **article ii**

### **OBJECTIVES AND DECLARATION OF POLICY**

There is hereby organized a Regional Planning Council which shall be known as the Texoma Council of Governments and which shall be a voluntary association of the local governmental units located within Cooke, Fannin and Grayson Counties of the State of Texas. The Council is organized under the authority of Chapter 391, Local Government Code, State of Texas, and may exercise any powers heretofore or hereafter conferred upon it by State Law.

- (1) The objectives of the Council shall be to encourage and permit local governmental units to join and cooperate with one another and with other governmental units and public service organizations to improve the health, safety and general welfare of their citizens and to plan for the future development of the Region
- (2) The Council shall have the following general purposes:
  - (A) To make studies and plans to guide the unified, far-reaching development of the Region and to assist any participating governmental unit in the preparation of the plans or effectuation of plans consistent with the general objectives and purposes of the Council.
  - (B) To eliminate duplication and to promote economy and efficiency in the coordinated development of the Region.

- (C) To serve as a mutual forum to identify, discuss, study and bring into focus regional challenges and opportunities.
  - (D) To serve as a vehicle for the collection and exchange of regional information and to provide for effective communication and coordination among governments and agencies.
  - (E) To foster, develop and review policies, plans and priorities for regional growth, development and consideration.
  - (F) To furnish general and technical aid to member governments.
  - (G) To facilitate agreements and develop cooperative action proposals among member governments for specific projects or other interrelated developmental needs.
  - (H) To maintain liaison with members, governmental units and groups or organizations and to serve as a regional spokesman for local governmental interests.
  - (I) To review, coordinate, and expedite federal, state and local programs that are of a regional nature.
  - (J) To develop plans or programs to carry out such activities as may be agreed upon by the Council.
- (3) Funding Sources
- (A) The Council may apply for, contract for, receive and expend funds or grants from the State of Texas, the federal government, or any other source.
  - (B) The Council may charge and collect annual membership dues in accordance with Article III(3)(C),
  - (C) The Council shall have no power to levy any character of tax whatever, and
  - (D) Funds to the Council shall be deposited in a depository to be designated by the Governing Board and may be expended in accordance with Article IV(5).

## **article III**

### **MEMBERSHIP**

- (1) Types of Membership:
- (A) Regular Membership
    - (i) Eligible governmental units may become regular members of the Texoma Council of Governments by the passage of an ordinance, minute order, resolution or other appropriate and legal action of its governing body adopting the Agreement creating this Council and these Bylaws.
    - (ii) Governmental units eligible to become regular members of the Council shall be:
      - (a) Counties,
      - (b) Incorporated cities,
      - (c) Incorporated towns,
      - (d) Incorporated villages,
      - (e) Independent school districts,
      - (f) Consolidated school districts, or
      - (g) Community College districts.

- (iii) To be eligible for membership, a governmental unit shall be geographically situated, in whole or in part, within the area prescribed in Article I of these Bylaws.
  - (B) Associate Membership
    - (i) Any other political subdivision of the State which is geographically situated, in whole or in part, within the area prescribed in Article I of these Bylaws, any public entity, or any private entity may join the Texoma Council of Governments upon petition of membership to the Governing Board and subsequent acceptance of the application by the Governing Board.
    - (ii) Dues for associate members may be waived by reciprocal offer for dues-exempted membership.
  - (C) If a member's representative is serving as an officer of a state or national association of which Texoma Council of Governments is a member, and ceases to be eligible to serve as the member's representative, that person may continue to serve as a representative until his/her term as the officer of that state or national association expires, subject to the approval of the Governing Board.
- (2) A member of the Council may withdraw by majority vote of its governing body.
  - (3) Dues.
    - (A) Payment of dues is a condition of membership.
    - (B) If a member is more than six (6) months in arrears in its dues, the Governing Board may suspend the membership and the voting privileges of their representative(s) until such times as such dues are paid.
    - (C) Dues for members shall be established by the Governing Board.
  - (4) Population determination.
    - (A) The Texas State Data Center biennial estimates of population shall be used for the purposes of determining dues for cities and counties.
    - (B) The Texas Educational Agency enrollment figures shall be used for the purposes of determining dues and representation eligibility for school districts.

## **article iv**

### **GOVERNING BOARD**

- (1) The representatives of members of Texoma Council of Governments are collectively the Governing Board.
- (2) Composition
  - (A) At least two-thirds (2/3) of the representatives of the Governing Board shall be elected official representatives of regular members in accordance with subsection (2)(B)(i) of this Article. Furthermore, the Governing Board shall be composed of representatives who collectively satisfy the requirements of applicable state and federal law.
  - (B) The Governing Board shall consist of fifteen (15) representatives as follows:
    - (i) Elected Officials
      - (a) The County Judge of:
        - 1. Cooke County,
        - 2. Fannin County, and
        - 3. Grayson County.



(b) The Mayor of:

1. The City of Bonham,
2. The City of Denison,
3. The City of Gainesville, and
4. The City of Sherman.

(c) General Law cities.

1. The Mayor of one (1) General Law city from each of:
  - A. Cooke County,
  - B. Fannin County, and
  - C. Grayson County.
2. Representation shall rotate alphabetically among those General Law cities that are members in good standing.
3. If a General Law city becomes a member in good standing after June 1, 2010, it will enter the rotation at the bottom of the list, irrespective of alphabetical order.
4. In the event that all eligible General Law cities in a county decline their right to have a representative on the Governing Board, the County Commission shall appoint an elected city or county official to fill the vacancy.

(d) In the event that a County Judge or Mayor decline to serve on the Governing Board, the governing body of that jurisdiction shall select another elected official as its representative on the Governing Board.

(ii) Community Representatives.

- (a) The Commissioners Court of each County shall appoint one (1) community representative.
- (b) Insofar as possible, the County Commissioners Court shall make appointments that ensure the economic, urban-rural, geographic, ethnic and gender diversity of the community and region as defined in Article I are represented on the Governing Board.

(iii) School Districts.

- (a) One (1) representative of a school district with an enrollment of more than 1,000 students.
- (b) Representation shall rotate alphabetically among those school districts that are members in good standing.
- (c) If a school district becomes eligible to have a representative to the Governing Board after June 1, 2010, it will enter the rotation at the bottom of the list, irrespective of alphabetical order.

(iv) Community College Districts.

- (a) One (1) representative of a community college district.
- (b) Representation shall rotate alphabetically among those community college districts that are members in good standing.
- (c) If a community college district becomes eligible to have a representative to the Governing Board after June 1, 2010, it will enter the rotation at the bottom of the list, irrespective of alphabetical order.

(3) Terms of Representation:

- (A) Those representatives who are serving in accordance with section (2)(B)(i) of this Article shall serve so long as they remain the Mayor or Judge. In the event that the Mayor or Judge chooses not to serve, the representative shall serve at the pleasure of the governing body that selected them.
- (B) Those representatives who are serving in accordance with section (2)(B)(ii), (iii), or (iv) shall serve for two year terms, with no limit on the number of terms a community representative may serve.
- (C) Subject to the will of the appointing authority, each representative shall continue to serve on the Governing Board until a duly-appointed replacement is selected.

(4) Officers

(A) Election

- (i) The Governing Board shall elect officers at the regularly-scheduled June meeting.
- (ii) Each officer shall either be an elected official of a city or county, or a community representative selected in accordance with section (2)(b)(i) and (ii) of this Article.
- (iii) In the event of an officer vacancy, the Governing Board may at a regularly-scheduled meeting elect an eligible member to serve the balance of the unexpired term.

(B) President

- (i) The President shall be authorized to call special meetings in accordance with applicable state laws. Such meetings shall be announced in accordance with the Texas Open Meetings Act. The posted notice shall specify the time, place and subject of the called meeting and business transacted at such called meetings shall be confined to the subjects as stated in such notice.
- (ii) The duties of the President shall be to:
  - (a) preside at meetings of the Governing Board,
  - (b) sign official documents,
  - (c) call special meetings as required and in accordance with provisions of the Texas Open Meetings Act,
  - (d) recommend committee appointments in accordance with this Article, and
  - (e) countersign checks or warrants to expend Council funds.
- (iii) The President may vote on matters before the Governing Board and shall vote to cast the tie breaking vote in the event of a tie vote.

(C) Vice-President. The duties of the Vice-President shall be to:

- (i) assume the duties of the President in the event the President is absent or otherwise unable to fulfill his or her responsibility, and
- (ii) countersign checks or warrants to expend Council funds in the absence or inability of the President to act.

(D) Secretary/Treasurer. The duties of the Secretary/Treasurer shall be to:

- (i) preside at meetings of the Governing Board in the absence of both the President and Vice-President,
- (ii) sign official documents, and
- (iii) sign checks or warrants to expend Council funds.

- (5) The Governing Board shall designate a depository institution for the funds of the Council which may be expended upon check or warrant signed by the Secretary/Treasurer, countersigned by the President, or in the absence or inability of the President to act, the Vice-President.
- (6) Meetings
  - (A) The appointed representatives serving on the Governing Board shall meet at a time and place it decides, but no less than monthly.
  - (B) Special meetings of the Governing Board may be called by the President or upon the written request of twenty-five percent (25%) of the members of the Governing Board. Said meetings to be conducted in accordance with the Texas Open Meetings Act. The posted notice shall specify the time, place and subject of the called meeting and business transacted at such called meetings shall be confined to the subjects as stated in such notice.
  - (C) A quorum of the Governing Board consists of a majority of voting representatives.
  - (D) When a quorum is present at any meeting, the vote of the majority of the voting representatives shall decide any question brought before the meetings, except for amendment of the bylaws in accordance with Article IX(2).
  - (E) Any member of the Governing Board or the Executive Director may authorize an agenda item.
- (7) The powers and responsibilities of the Governing Board shall include, but not be limited to:
  - (A) Adopting the bylaws and any changes thereto,
  - (B) Establishing the overall objectives and policies of the Council,
  - (C) Adopting an annual financing plan for the Council,
  - (D) Reviewing, on its own motion or at the request of any committee, any action of the requesting committee, and
  - (E) Hiring, should the Governing Board so decide, an Executive Director.

## **article v**

### **COMMITTEES**

- (1) Advisory Committees
  - (A) The Governing Board shall create Advisory Committees to assist the Governing Board in providing policy direction for those programs where specialized knowledge or expertise is desired.
  - (B) Notwithstanding any other provision of these bylaws, the Governing Board retains the responsibility for supervision and control over public business and policy.
  - (C) The Governing Board shall appoint advisory committee members according to processes directed by the federal or state funding agency, specific grant agreement provisions, or the committee bylaws.
  - (D) The Advisory Committee shall have no authority to act absent Governing Board approval of the advisory committee's bylaws.
- (2) Standing Committees
  - (A) The Nominating Committee will be appointed by the Governing Board President at the April meeting, and will consist of three members (one from each county), plus an ex-officio, non-voting member from the Executive Leadership Team. The Nominating Committee will determine a slate of Governing Board

officers, as well as slates of candidates for the Human Resources Advisory Committee and the Audit and Finance Review Committee, to be presented to the Governing Board at the June meeting.

- (B) The Human Resources Advisory Committee will consist of one representative from each county, plus up to two additional human resources subject matter experts (subject matter experts will be ex-officio and will not have voting privileges). Proposed Human Resources Committee members will be presented to the Governing Board by the Nominating Committee every June, subject to approval by the Governing Board.

The Human Resources Advisory Committee will:

- (i) serve as the standing grievance committee for any employee grievances or appeals as directed by the Governing Board President, and,
  - (ii) review, along with the TCOG Executive Leadership Team and TCOG legal counsel, the TCOG Personnel Policy Manual every three years, and present any changes to the Governing Board.
- (C) The Audit and Finance Review Committee will consist of one representative from each county, plus up to two additional audit and finance subject matter experts (subject matter experts will be ex-officio and will not have voting privileges). Temporary advisory members may be added for ad-hoc issues as they arise; advisory members will be ex-officio and will not have voting privileges. Proposed Audit and Finance Committee members will be presented to the Governing Board by the Nominating Committee every June, subject to approval by the Governing Board.

The Audit and Finance Committee will:

- (i) meet with the Executive Director and the external auditors to review the results of each year's annual audit;
  - (ii) review and evaluate annual financing plan prior to submission to the full board;
  - (iii) provide input to the Executive Director and Finance Director as they review internal financial controls and implement any changes resulting from annual audits; and
  - (iv) review, along with the TCOG Executive Leadership Team and TCOG legal counsel, the TCOG Fraud, Waste and Abuse policy, including whistleblower protection, every three years, and present any changes to the Governing Board.
- (3) The Governing Board may create Ad Hoc Committees and appoint representatives thereto as needed.
- (4) Representatives appointed to a committee may be removed for cause with the approval of two-thirds (2/3) of the present and voting Governing Board representatives.

## **article vi**

### **EXECUTIVE DIRECTOR**

- (1) The Governing Board may employ an executive director, who shall be qualified by training and experience, and who shall serve at the pleasure of the Governing Board.
- (2) The executive director shall be the chief administrative officer of the Council and, subject to the policies of the governing body, shall:
  - (A) act for and in the name of the Council,
  - (B) have the authority to sign all documents relating to contracts, grants, and credit cards necessary to conduct the Council's activities,

- (C) be responsible for all personnel decisions concerning subordinate employees of the Council, including, but not limited to, staff assignments within the approved financing plan, and
- (D) be responsible for preparing the annual financing plan for the Council.

## **article vii**

### **ANNUAL REPORT AND AUDIT**

- (1) The Council shall prepare an annual report which shall be submitted to all members of the governing bodies of all member governmental units.
- (2) The Council shall have an annual audit made of its financial accounts and transactions during the preceding fiscal year and shall include a summary of such audit in its annual report.

## **article viii**

### **ACCOUNTABILITY AND ASSET MANAGEMENT**

For the purpose of property and asset management, the Texoma Council of Governments shall be totally accountable to the member governmental units, collectively. In the case of dissolution, all property and assets shall be considered as assets of the member governmental units and shall be disposed of in accordance with the desires of the elected representatives serving on the Governing Board and in accordance with applicable state and federal laws.

## **article ix**

### **ADOPTION AND AMENDMENT**

- (1) These Bylaws shall become initially effective upon adoption of the Agreement by the governing bodies of the governmental units in Cooke, Fannin and Grayson Counties.
- (2) These Bylaws may be amended by affirmative vote of two-thirds (2/3) of the total number of Board Members present, provided that the proposed amendment was discussed at a previous regular meeting of the Governing Board.

*Amended April 2017 (effective April 2017)*



**TO:** TCOG Governing Board  
**FROM:** Eric M. Bridges, Executive Director  
**THRU:** TCOG Executive Officers Committee  
**DATE** August 17, 2023  
**RE:** TCOG Governing Board Officer appointment

**RECOMMENDATION**

Appoint an eligible member of the Governing Board to serve the balance of the unexpired terms of President and Vice-President

**BACKGROUND**

The President and Vice-President positions on the Governing Board are vacant. The terms of both positions extend through June 2024. At least one but preferably both of these positions need to be filled in order for TCOG to conduct its business.

**DISCUSSION**

Article IV Section (4) Paragraph (A) subparagraph (iii) states that “in the event of an officer vacancy, the Governing Board may at a regularly scheduled meeting elect an eligible member to serve the balance of the unexpired term.”

**BUDGET**

NA