



TCOG Governing Board
Meeting Agenda

Presiding Location: 1117 Gallagher Drive, Sherman, Texas
Eisenhower Room
January 15, 2026 5:30 p.m.

A. Call to Order & Declaration of a Quorum

B. Invocation and Pledges

C. Welcome Guests

D. Public Comment

{Comments from the public are limited to three (3) minutes. The Governing Board may not address any issues, but may receive information}

E. Executive Director's Report

F. Approval of Minutes: Approve Meeting Minutes for November 20, 2025

G. Consent

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

1. **FY 2025 Comprehensive Energy Assistance Program (CEAP) contract amendment (ES):** Ratify FY 2025 Comprehensive Energy Assistance Program (CEAP) contract #58250004435, Amendment 1
Judy Fullylove, Energy Services Director - Page 4

2. **FY 2025 Low Income Housing Energy Assistance Program (LIHEAP) contract amendment (ES):** Ratify FY 2025 Low Income Housing Energy Assistance Program (LIHEAP) contract #81250004458 Amendment 2
Judy Fullylove, Energy Services Director - Page 7

3. **PY 2025 Community Services Block Grant (CSBG) contract amendment (ES):** Ratify PY 2025 Community Services Block Grant Program (CSBG) contract #61250004366 Amendment 4
Judy Fullylove, Energy Services Director - Page 12

4. **Annual Section 8 Management Assessment Program (SEMAP) certification (CS):** Authorize submission of the annual Section 8 Management Assessment Program (SEMAP) certification to the Department of Housing and Urban Development (HUD) for the fiscal year ending December 31, 2025
Sophia Pedraza, Section 8 Program Manager – Page 15

5. **Quarterly Investment Report (AF):** Accept the report of investments for the period October 1, 2025 through December 31, 2025
Eric Bridges, Executive Director – Page 31

H. Action

1. **FY 2026 Low Income Housing Energy Assistance Program (LIHEAP) Contract (ES):** Accept the FY 2026 Low Income Housing Energy Assistance Program (LIHEAP) contract #812260004613
Judy Fullylove, Energy Services Director – Page 32

2. **FY 2025 Comprehensive Energy Assistance Program (CEAP) contract amendment (ES):** Ratify FY 2025 Comprehensive Energy Assistance Program (CEAP) contract #58250004400, Amendment 3
Judy Fullylove, Energy Services Director – Page 81

3. **FY 2026 Comprehensive Energy Assistance Program (CEAP) Contract (ES):** Accept the FY 2026 Comprehensive Energy Assistance Program (CEAP) contract #58260004555
Judy Fullylove, Energy Services Director – Page 86



**TCOG Governing Board
Meeting Agenda**

Presiding Location: 1117 Gallagher Drive, Sherman, Texas

Eisenhower Room

Zoom: <https://us02web.zoom.us/j/88250484584>

Meeting ID: 882 5048 4584

Passcode: TCOGFY2026

January 15, 2026 5:30 p.m.

4. **FY 2026 Comprehensive Energy Assistance Program (CEAP) Contract (ES):** Accept the FY 2026 Comprehensive Energy Assistance Program (CEAP) contract #58260004590
Judy Fullylove, Energy Services Director – Page 121
5. **PY 2026 Community Services Block Grant (CSBG) Contract (ES):** Accept the PY 2026 Community Services Block Grant Program (CSBG) contract #61260004650
Judy Fullylove, Energy Services Director – Page 156
6. **Household Hazardous Waste Collection and Disposal RFP (RS):** Authorize the Executive Director to execute an agreement with the preferred Responder to the HHW RFP
Alexis Taylor Baker, Regional Services Specialist – Page 189
7. **Texas Veterans Commission's Fund for Veterans Assistance Grant Program (AS):** Authorize the submission of the Texas Veterans Commission Fund for Veterans Assistance Grant Program
Cara Lavender, Aging Services Director – Page 190
8. **Texas Regional Broadband Program (RS):** Authorize submission of the Texas Regional Broadband Program Application (TRBP) to the Texas Association of Regional Councils
Eric Bridges, Executive Director - Page 204
9. **TCOG Board Designee and Alternate(s) to the Texas Association of Regional Councils (AF):** Appoint TCOG Board Designee and Alternates to the Texas Association of Regional Councils
Eric Bridges, Executive Director – Page 205
10. **FYE 2026 Cost Pool Report and Monthly Financial Statements (AF):** Review and accept the monthly Cost Pool report and financial statements
Mindi Jones, Grants Manager – Page 206

I. President's Report

J. Adjourn

APPROVAL

A handwritten signature in blue ink that reads "Eric Bridges".

Eric M. Bridges, Executive Director



**TCOG Governing Board
Meeting Minutes**
Presiding Location: 1117 Gallagher Drive, Sherman, Texas
November 20, 2025

Members Present: Edwina Lane, Jim Atchison, Clay Barnett, Allen Sanderson, Gayla Hawkins, Mary Jo Dollar, Lisa Bellows, John Roane, Nathan Caldwell (Zoom)

Members Absent: Brian Eaves, James Thorne, Newt Cunningham, Scott Neu

A. Call to Order & Declaration of a Quorum

President Edwina Lane called the meeting to order at 5:30 p.m. and recognized a quorum.

B. Invocation and Pledges

Jim Atchison provided the invocation and Gayla Hawkins led the pledges.

C. Welcome Guests

Guests included: Eric Bridges (Staff), Mindi Jones (Staff), Miranda Harp (Staff), Beth Eggar (Staff), Sabino Botello (Staff), Sophia Pedraza (Staff), Judy Fullylove (Staff), Rob Bolware (GrantWorks)

D. Public Comment

Jim Atchison commend staff for the success of the Texoma Made 2025 Conference held back on November 5th. Mary Jo Dollar echoed that sentiment.

E. Executive Director's Report

F. Approval of Minutes

Clay Barnett made a motion to accept the meeting minutes for the October 16, 2025 meeting. Allen Sanderson the motion. Motion carried unanimously.

G. Consent

1. A motion was made by Lisa Bellows to (1) approve TCOG's FYE 2025 Annual Report; (2) authorize the execution of the Interlocal Agreement with the City of Honey Grove for 911 Addressing Services; (3) approve the 2025 Texoma Regional Threat & Hazard Identification Risk Assessment and 2025 Stakeholder Preparedness Review; and (4) approve the Texoma Risk Informed Methodology and Funding Process for the FY 26 Office of the Governor's Homeland Security Grant Division Grant Solicitation. The motion was second by Jim Atchison. The motion carried unanimously.

H. Action

1. A motion was made by Allen Sanderson to accept the monthly Cost Pool report and financial statements. The motion was seconded by Gayla Hawkins. The motion carried unanimously.

I. Executive Session

A motion was made by Clay Barnett at 6:00p and seconded by Allen Sanderson to convene a closed meeting as authorized by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, Section 551.071, "Consultation with Attorney" for the Board to seek advice on legal matters. The motion carried unanimously.

A motion was made by Clay Barnett at 6:22p to return to open regular session. The motion was seconded by Allen Sanderson and carried unanimously. No action was taken as a result of the Executive Session.

J. Presidents Report

Edwina Lane thanked her fellow Members for their continued support and participation and staff for their continued great work.

K. Adjourn

Clay Barnett made a motion to adjourn at 6:24p. Mary Jo Dollar seconded the motion. The motion carried unanimously.



TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Department Director 
DATE: January 9, 2026
RE: FY2025 Comprehensive Energy Assistance Program (CEAP) Contract Amendment 1

RECOMMENDATION

Ratify FY2025 Comprehensive Energy Assistance Program contract #58950004435, Amendment 1.

BACKGROUND

The Comprehensive Energy Assistance Program (CEAP) assists low-income households with utility payments for electric, gas, and propane services. Priority is given to elderly individuals, persons with disabilities and households with children age five and younger. CEAP services are provided in seven counties: Collin, Cooke, Denton, Fannin, Grayson, Hunt and Rockwall.

DISCUSSION

The Texas Department of Housing and Community Affairs (TDHCA) extends the contract period from January 1, 2025 through March 31, 2026.

BUDGET

No change in contracted amount of \$236,190.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 1 TO CONTRACT NUMBER 58950004435
FY 2025 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
(CFDA # 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2501TXLIEI
Award Year (Year of Award from HHS to TDHCA): 2025
Unique Entity Identifier Number: DBJNSNAJZCM6

This Amendment No. 1 to Comprehensive Energy Assistance Program Contract Number 58950004435 by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and Texoma Council of Governments, a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, the Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number 58950004435 ("Contract") on January 01, 2025 and

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

AGREEMENTS

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

1. Section 2. Contract Period, of this Contract is hereby amended to read as follows:

This Contract shall commence on **January 01, 2025**, and, unless earlier terminated, shall end on **March 31, 2026** ("Contract Term").

2. All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.
3. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
4. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.
5. If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

6. By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.
7. This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
8. This Amendment shall be effective and memorializes an effective date of **December 01, 2025**.

WITNESS OUR HAND EFFECTIVE: **December 01, 2025**

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:



TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Department Director 
DATE: January 9, 2026
RE: FY2025 Low-Income Housing Energy Assistance Program

RECOMMENDATION

Ratify FY2025 Low-Income Housing Energy Assistance Program (LIHEAP) contract #81250004458 amendment #2.

BACKGROUND

The Low-Income Housing Energy Assistance Program (LIHEAP) Weatherization Program is designed to help low-income households reduce energy costs through the installation of weatherization materials and client education. Energy efficiency measures include treatment of air infiltration, installation of insulation and replacement of appliances, furnaces, air conditioners and hot water heaters. The program also addresses health and safety concerns, including lead, radon, and carbon monoxide hazards.

Priority is given to elderly individuals, persons with disabilities, and households with children five years old and younger. LIHEAP funding serves income eligible customers across a 19-county service area consisting of: Bowie, Camp, Cass, Collin, Cooke, Delta, Denton, Fannin, Franklin, Grayson, Hopkins, Hunt, Lamar, Marion, Morris, Rains, Red River, Rockwall and Titus. LIHEAP funds can be leveraged with other sources to maximize weatherization benefits.

DISCUSSION

Amendment #2 extends the contract term from 12 months to 15 months covering the period from January 1, 2025 through March 31, 2026.

BUDGET

There is no change in the contracted budget amount of \$851,042.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 2 TO CONTRACT NUMBER 81250004458
FY 2025 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE
PROGRAM
(CFDA# 93.568)

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

TDHCA Federal Award Number: 2501TXLIEA

Award Year (Year of Award from HHS to TDHCA): 2025

Unique Entity Identifier Number: DBJNSNAJZCM6

This Amendment No. 2 to Low Income Home Energy Assistance Program ("LIHEAP") Weatherization Assistance Program "WAP" Contract Number 81250004458 by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department") and Texoma Council of Governments, a political subdivision of the State of Texas ("Subrecipient") hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed FY 2025 LIHEAP WAP Contract Number **81250004458** and

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

AGREEMENTS

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

1. SECTION 2. CONTRACT TERM of this contract is hereby amended and replaced in its entirety to read as follows:
This Contract shall commence on **January 01, 2025**, and, unless earlier terminated, shall end on **March 31, 2026** ("Contract Term").
2. Exhibit A. Budget and Performance Statement, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.
3. All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.
4. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
5. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

6. If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.
7. By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.
8. This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
9. This Amendment shall be effective and memorializes an effective date of December 01, 2025.

WITNESS OUR HAND EFFECTIVE: December 01, 2025

SUBRECIPIENT:

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

By: Eric Bridges
Title: Executive Director
Date: December 12, 2025 6:35 am

DEPARTMENT:

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

By: Robert Wilkinson
Title: Its duly authorized officer or representative
Date: December 12, 2025 7:45 am

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 2 TO CONTRACT NUMBER 81250004458 FOR THE
FY 2025 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE
PROGRAM
(CFDA# 93.568)

EXHIBIT A

BUDGET AND PERFORMANCE STATEMENT

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

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 849,042.00	LIHEAP FUNDS CURRENTLY AVAILABLE
\$ 2,000.00	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
\$ 849,042.00	TOTAL ANTICIPATED LIHEAP FUNDS
\$ 2,000.00	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

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

BUDGET FOR AVAILABLE ALLOCATIONS

¹

CATEGORIES	FUNDS
² Administration	\$ 35,738.98
³ Materials / Program Support / Labor	\$ 761,779.98
⁴ Health and Safety	\$ 51,523.04
SUB-TOTAL	\$ 849,042.00
⁵ Training and Technical Assistance	\$ 2,000.00
TOTAL	\$ 851,042.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

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

PERFORMANCE

Work orders must be submitted to weatherization contractors no later than March 30, 2026 for any weatherization activities to be completed under this Contract. All weatherization activities including final inspection must be completed no later than March 31, 2026.

Subrecipient may incur costs associated with the closeout of this Contract. These activities include but are not limited to: payment of invoices, and quality assurance activities for a period not to exceed forty-five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

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

Subrecipient shall provide weatherization program services sufficient to expend the funds under this Contract during the Contract Term. WAP costs per unit (materials, labor, and program support), excluding health and safety expenses, shall not exceed Twelve Thousand and No/100 Dollars (\$12,000.00) per unit without prior written approval from the Department. The cumulative total cost per unit (materials, labor, and program support), shall not exceed the maximum allowable by end of the Contract Term.



TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Director 
DATE: January 5, 2026
RE: Program Year (PY) 2025 Community Services Block Grant (CSBG) Contract, Amendment #4.

RECOMMENDATION

Ratify the Program Year 2025 Community Services Block Grant (CSBG) Contract from Texas Department of Housing and Community Affairs (TDHCA); contract number 61250004366, Amendment #4.

BACKGROUND

The Community Services Block Grant (CSBG) program provides funding to support a broad range of services and activities designed to address the causes and conditions of poverty. Eligible activities include, but are not limited to, employment and education support, household budgeting and income management, access to safe and affordable housing, improved nutrition, emergency services, and health-related supports.

DISCUSSION

Texoma Council of Governments (TCOG) will utilize CSBG funds to support staffing necessary to deliver direct services to eligible low-income households and to mobilize resources and strategies aimed at revitalizing low-income communities throughout the Texoma region.

The contract period has been extended to 15 months is now January 1, 2025 – March 31, 2026.

Service area: Cooke, Fannin, and Grayson counties.

BUDGET

There is no change in budget amount of \$242,515.00

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NUMBER 4 TO CONTRACT NUMBER 61250004366
FY 2025 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2501TXCOSR
Award Year (Year of Award from HHS to TDHCA): 2025
Unique Entity Identifier Number: DBJNSNAJZCM6

This Amendment Number 4 to 2025 Community Services Block Grant Program (CSBG) Contract Number **61250004366** by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Texoma Council of Governments**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, the Department and Subrecipient, executed the 2025 Community Services Block Grant Program Contract Number **61250004366** ("Contract"); and

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

AGREEMENTS

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

1. Section 2. Contract Term, of this Contract is hereby amended to read as follows:

This Contract shall commence on January 01, 2025, and, unless earlier terminated, shall end on March 31, 2026 ("contract term"),

2. All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.
3. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
4. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.
5. If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

6. By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.
7. This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
8. This Amendment shall be effective on **December 01, 2025**.

AGREED TO AND EXECUTED BY:

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:



TO: TCOG Governing Board
THRU: Eric M. Bridges, Executive Director
FROM: Sophia Pedraza, Section 8 Housing Program Manager
DATE: January 15, 2026
RE: Annual SEMAP Certification

RECOMMENDATION

Authorize submission of the Annual Section 8 Management Assessment Program (SEMAP) certification to the Department of Housing and Urban Development (HUD) for Fiscal Year ending December 31, 2025.

BACKGROUND

The Section 8 HCV Program is designed to assist low income households pay rent based on their income and family composition. The participant should never pay more than 40% of their adjusted income for rent and utilities. Eligible families must meet Federal Income Guidelines. The annual income limit for a family of four is currently \$49,150 in Grayson County and \$45,200 in Fannin County. The Section 8 HCV Program currently administers several sub-programs and special purpose programs designed to meet special needs within the community including: The Family Self-Sufficiency (FSS) Program designed to assist households become self-sufficient, the Homeownership (HO) Program allows participants to use their voucher assistance toward mortgage, the Mainstream Program designed to assist non-elderly persons with disabilities, the Family Unification Program coordinates with Child Protective Services, the Money Follows the Person Demonstration transitions eligible clients out of nursing facilities and the HUD-VASH Program partners with the VA to house homeless veterans. The Section 8 HCV Program Tenant-Based Program provides services to 500+ households within Grayson and Fannin Counties and the Project-Based Program administers 515 units in 19 cities across the region.

DISCUSSION

The SEMAP certification was designed by HUD to evaluate and score program performance. This annual assessment includes (14) components including utilization activity, rent calculation accuracy, and other policy enforcements. The submission of the certification is due on March 1, 2026. HUD will notify TCOG of the scoring results in April 2026.

BUDGET

No direct budget impact.

**Assessment
Profile****Reports****Submission**

List

Summary

Certification

Profile

Comments

Sophia Pedraza
(MCY47)
DTC Main

Field Office:

6APH FORT WORTH HUB OFFICE

Housing Agency:

TX542 Texoma COG

PHA Fiscal Year End:

12/31/2025

SEMAP

LOGOUT

OMB Approval No. 2577-0215

SEMAP CERTIFICATION (Page 1)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Check here if the PHA expends less than \$300,000 a year in federal awards

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators**1 Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))**

a. The HA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes No

b. The PHA's quality control samples of applicants reaching the top of the waiting list and admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes No

2 Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

a. The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes No

b. The PHA's quality control sample of tenant files for which a determination of reasonable rent was required to show that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response **At least 98% of units sampled** **80 to 97% of units sampled**
 Less than 80% of units sampled

3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files show that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response **At least 90% of files sampled** **80 to 89% of files sampled**
 Less than 80% of files sampled

4 Utility Allowance Schedule (24 CFR 982.517)

The PHA maintains an up-to-date utility schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response **Yes** **No**

5 HQS Quality Control (24 CFR 982.405(b))

The PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of cross section of inspectors.

PHA Response **Yes** **No**

6 HQS Enforcement (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response **At least 98% of cases sampled** **Less than 98% of cases sampled**

7 Expanding Housing Opportunities.

(24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12))

Applies only to PHAs with jurisdiction in metropolitan FMR areas

Check here if not applicable

a. The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response **Yes** **No**

b. The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response **Yes** **No**

c. The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes No

d. The PHA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes No

e. The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

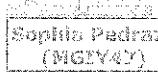
PHA Response Yes No

f. The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes No

Page 1 of 2

[Go to Comments](#) [Go to Deconcentration Addendum](#)

 Sophia Pedraza (MGTY47) PIC Main	Assessment Profile	Reports	Submission	Summary	Certification	Profile	Comments
	List						
	Field Office:	6APH FORT WORTH HUB OFFICE					

Housing Agency: **TX542 Texoma COG**

PHA Fiscal Year End: **12/31/2025**

SEMAP

SEMAP CERTIFICATION (Page 2)

Logoff

Performance Indicators**8 Payment Standards(24 CFR 982.503)**

The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes NoFMR Area Name **GRAYSON**

FMR 1 of 11



Enter current FMRs and payment standards (PS)

0-BR FMR	1088	1-BR FMR	1089	2-BR FMR	1351	3-BR FMR	1879	4-BR FMR	2157
PS	1196	PS	1197	PS	1486	PS	2065	PS	2371

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PHA Response Yes No**12 Continuing HQS Inspections(24 CFR 982.405(a))**

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PHA Response Yes No**13 Lease-Up**

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

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14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required.

Applies only to PHAs required to administer an FSS program.

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0

Assessment Profile	Reports	Submission	Certification	Profile	Comments
List		Summary			
Sophia Pedraza (MGIY47) PIC Main	Field Office:	6APH FORT WORTH HUB OFFICE			
	Housing Agency:	TX542 Texoma COG			
	PHA Fiscal Year End:	12/31/2025			

SEMAP

Logoff

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PHA Response Yes No

FMR Area Name FANNIN

FMR 2 of 11



Enter current FMRs and payment standards (PS)

0-BR FMR	679	1-BR FMR	751	2-BR FMR	985	3-BR FMR	1370	4-BR FMR	1652
PS	746	PS	826	PS	1083	PS	1507	PS	1817

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0

Assessment Profile	Reports	Submission	Summary	Certification	Profile	Comments
List						
Sophia Padrona (NGIV42) PIC Name	Field Office: 6APH FORT WORTH HUB OFFICE	Housing Agency: TX542 Texoma COG				
	PHA Fiscal Year End: 12/31/2025					
SEMAP						

SEMAP CERTIFICATION (Page 2)

[Logoff](#)

Performance Indicators

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PHA Response Yes No

FMR Area Name: GRAYSON-PBV

FMR 3 of 11



Enter current FMRs and payment standards (PS)

0-BR FMR	1088	1-BR FMR	1089	2-BR FMR	1351	3-BR FMR	1879	4-BR FMR	2157
PS	1088	PS	1089	PS	1351	PS	1879	PS	2157

[Save](#) [Add](#) [Delete](#)

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0

Assessment Profile	Reports	Submission	
		Summary	Certification
List	Field Office: Sophia Pedraza (MGIV47) PFC Main	Profile	
		Comments	

Field Office:
Housing Agency:
PHA Fiscal Year End:

6APH FORT WORTH HUB OFFICE
TX542 Texoma COG
12/31/2025

SEMAP

Logoff

SEMAP CERTIFICATION (Page 2)

Performance Indicators

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PHA Response Yes No

FMR Area Name FANNIN-PBV

FMR 4 of 11



Enter current FMRs and payment standards (PS)

0-BR FMR	1-BR FMR	2-BR FMR	3-BR FMR	4-BR FMR
PS 679	PS 751	PS 985	PS 1370	PS 1652

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0

Assessment Profile	Reports	Submission	Summary	Certification	Profile	Comments
List						
Sophia Pedraza (MGIV47)	Field Office:	6APH FORT WORTH HUB OFFICE				
PIC Main	Housing Agency:	TX542 Texoma COG				
	PHA Fiscal Year End:	12/31/2025				

SEMAP

SEMAP CERTIFICATION (Page 2)

Logoff

Performance Indicators

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PHA Response Yes No

FMR Area Name 75423-PBV

FMR 5 of 11



Enter current FMRs and payment standards (PS)

0-BR FMR	1120	1-BR FMR	1170	2-BR FMR	1370	3-BR FMR	1720	4-BR FMR	2190
PS	1120	PS	1170	PS	1370	PS	1720	PS	2190

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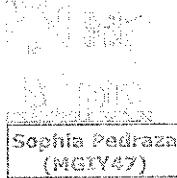
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10

Assessment
Profile

Reports

Submission

Summary

Certification

Profile

Comments

List

Field Office:
Sophia Pedraza
(MGIV47)

PIC Main

Housing Agency:
TX542 Texoma COG
PHA Fiscal Year End:
12/31/2025

SEMAP

Logoff

SEMAP CERTIFICATION (Page 2)

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PHA Response Yes No

FMR Area Name 75442-PBV

FMR 6 of 11



Enter current FMRs and payment standards (PS)

0-BR FMR	1490	1-BR FMR	1550	2-BR FMR	1820	3-BR FMR	2290	4-BR FMR	2910
PS	1490	PS	1550	PS	1820	PS	2290	PS	2910

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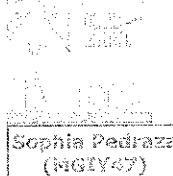
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0

Assessment
Profile

Reports

Submission

Summary

Certification

Profile

Comments

List

Field Office:

6APH FORT WORTH HUB OFFICE

Sophia Pedraza

(NGIY47)

PTC Main

Housing Agency:

TX542 Texoma COG

PHA Fiscal Year End:

12/31/2025

SEMAP

Logoff

SEMAP CERTIFICATION (Page 2)

Performance Indicators

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PHA Response Yes No

FMR Area Name 75058-PBV

FMR 7 of 11



Enter current FMRs and payment standards (PS)

0-BR FMR	1389	1-BR FMR	1390	2-BR FMR	1720	3-BR FMR	2390	4-BR FMR	2750
PS	1389	PS	1390	PS	1720	PS	2390	PS	2750

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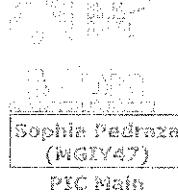
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0

Assessment
Profile

Reports

Submission

List

Summary

Certification

Profile

Comments

Field Office:

6APH FORT WORTH HUB OFFICE

Housing Agency:

TX542 Texoma COG

PHA Fiscal Year End:

12/31/2025

SEMAP

Logoff

SEMAP CERTIFICATION (Page 2)

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PHA Response Yes No

FMR Area Name 75449-PBV

FMR 8 of 11



Enter current FMRs and payment standards (PS)

0-BR FMR	860	1-BR FMR	900	2-BR FMR	1120	3-BR FMR	1510	4-BR FMR	1850
PS	860	PS	900	PS	1120	PS	1510	PS	1850

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0

Sophia Pedraza
(MCIY47)
PIC Main

Assessment Profile

Reports

Submission

List

Summary

Certification

Profile

Comments

Field Office:

6APH FORT WORTH HUB OFFICE

Housing Agency:

TX542 Texoma COG

PHA Fiscal Year End:

12/31/2025

SEMAP

Logoff

SEMAP CERTIFICATION (Page 2)

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PHA Response Yes No

FMR Area Name 75452-PBV

FMR 9 of 11



Enter current FMRs and payment standards (PS)

0-BR FMR	870	1-BR FMR	910	2-BR FMR	1080	3-BR FMR	1490	4-BR FMR	1800
PS	870	PS	910	PS	1080	PS	1490	PS	1800

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SEMAP	Assessment Profile	Reports	Submission
	List	Summary	Certification
Sophia Pedraza (NGIV47) PTC Main	Field Office: 6APH FORT WORTH HUB OFFICE	Housing Agency: TX542 Texoma COG	Profile
	PHA Fiscal Year End: 12/31/2025		Comments

SEMAP CERTIFICATION (Page 2)

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PHA Response Yes No

FMR Area Name: 75407-PBV

FMR 10 of 11



Enter current FMRs and payment standards (PS)

0-BR FMR	1870	1-BR FMR	1950	2-BR FMR	2280	3-BR FMR	2870	4-BR FMR	3650
PS	1870	PS	1950	PS	2280	PS	2870	PS	3650

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisions for each FMR area and designated area.

9 Timely Annual Reexaminations(24 CFR 5.617)

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response Yes No

10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response Yes No

11 Pre-Contract HQS Inspections(24 CFR 982.305)

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305)

PHA Response Yes No

12 Continuing HQS Inspections(24 CFR 982.405(a))

The PHA inspects each unit under contract as required (24 CFR 982.405(a))

PHA Response Yes No

13 Lease-Up

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response Yes No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required.

Applies only to PHAs required to administer an FSS program.

Check here if not applicable

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section

0

Assessment Profile	Reports	Submission
List	Summary	Certification
Field Office: Sophia Pedraza (NGY47) PTC Main	6APH FORT WORTH HUB OFFICE	Profile
Housing Agency: Housing	TX542 Texoma COG	Comments
PHA Fiscal Year End: 12/31/2025		

SEMAP

SEMAP CERTIFICATION (Page 2)

Logoff

Performance Indicators

8 Payment Standards(24 CFR 982.503)

The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes No

FMR Area Name 75495-PBV

FMR 11 of 11



Enter current FMRs and payment standards (PS)

0-BR FMR	1269	1-BR FMR	1270	2-BR FMR	1570	3-BR FMR	2170	4-BR FMR	2510
PS	1269	PS	1270	PS	1570	PS	2170	PS	2510

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisions for each FMR area and designated area.

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PHA Response Yes No

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14a.Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required.
Applies only to PHAs required to administer an FSS program.

Check here if not applicable

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section

0

236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

Or, Number of mandatory FSS slots under HUD-approved exception (If not applicable, leave blank)

b. Number of FSS families currently enrolled

101

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

0

Percent of FSS slots filled (b+c divided by a) (This is a nonenterable field. The system will calculate the percent when the user saves the page)

0

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances.(24 CFR 984.305)

Applies only to PHAs required to administer an FSS program

Check here if not applicable

PHA Response Yes No

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

0

15 Deconcentration Bonus

The PHA is submitting with this certification data which show that :

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is atleast two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY; or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response Yes No

Deconcentration Addendum

Go to Comments

Back to Page1



TO: TCOG Governing Board
FROM: Eric Bridges, Investment Officer *EMB*
DATE: January 18, 2026
RE: Quarterly Investment Report

RECOMMENDATION

Accept the report of investments for the period October 1, 2025 through December 31, 2025

BACKGROUND

In accordance to the Public Funds Investment Act, the provisions of TCOG adopted investment Policy require that the Investment Officer present a quarterly report of investments for review and acceptance by the Governing Board. TCOG's investment objective is to preserve principal, liquidity, and yield consistent with the Texas Public Funds Investment Act (TPFIA).

DISCUSSION

The Quarterly Investment Report demonstrates that TCOG's portfolio is meeting its Policy objectives.

TEXOMA COUNCIL OF GOVERNMENTS REPORT OF INVESTMENTS FOR QUARTER ENDED DECEMBER 31, 2025									
Description	Type	7 Day Net Yield as of 1/4/26	Maturity	FMV 10/1/2025	Withdrawals	Additions	Total Accrued Interest Deposited	FMV 12/31/2025	Interest Accrued In Quarter
TexPool	Investment Pool	3.79%	N/A	\$349,164.09	\$ (210,000.00)	\$ 210,000.00	\$ 3,327.21	\$352,491.30	\$ 3,327.21

BUDGET

Quarterly increase in FMV of \$3,327.21

SIGNATURE

better leaders building better lives®



TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Department Director 
DATE: January 9, 2026
RE: FY2026 Low-Income Housing Energy Assistance Program (LIHEAP)

RECOMMENDATION

Approve FY2026 Low-Income Housing Energy Assistance Program (LIHEAP) contract #81260004613.

BACKGROUND

The Low-Income Housing Energy Assistance Program (LIHEAP) Weatherization Program is designed to help low-income households reduce energy costs through the installation of weatherization materials and client education. Energy efficiency measures include treatment of air infiltration, installation of insulation and replacement of appliances, furnaces, air conditioners and hot water heaters. The program also addresses health and safety concerns, including lead, radon, and carbon monoxide hazards.

Priority is given to elderly individuals, persons with disabilities, and households with children five years old and younger. LIHEAP funding serves income eligible customers across a 19-county service area consisting of: Bowie, Camp, Cass, Collin, Cooke, Delta, Denton, Fannin, Franklin, Grayson, Hopkins, Hunt, Lamar, Marion, Morris, Rains, Red River, Rockwall and Titus. LIHEAP funds can be leveraged with other sources to maximize weatherization benefits.

DISCUSSION

The FY2026 LIHEAP contract term covers a 12-month period from January 1, 2026 through December 31, 2026.

BUDGET

The contracted budget amount is \$966,919.00, allocated as follows:

CATEGORIES	FUNDS
² Administration	\$ 69,715.00
³ Materials / Program Support / Labor	\$ 716,163.00
⁴ Health and Safety	\$ 179,041.00
SUB-TOTAL	\$ 964,919.00
⁵ Training and Technical Assistance	\$ 2,000.00
TOTAL	\$ 966,919.00

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 81260004613

**FY 2026 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION
ASSISTANCE PROGRAM (CFDA# 93.568)**

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2601TXLIEA
Award Year (Year of Award from HHS to TDHCA): 2026
Unique Entity Identifier Number: DBJNSNAJZCM6

SECTION 1. PARTIES TO THE CONTRACT

This 2026 Low Income Home Energy Assistance Program ("LIHEAP") Weatherization Assistance Program Contract Number 81260004613 ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department") and Texoma Council of Governments, a political subdivision of the State of Texas ("Subrecipient") hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on January 01, 2026, and, unless earlier terminated, shall end on December 31, 2026 ("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 sections of the U.S. Department of Energy ("DOE") implementing regulations codified in 10 CFR Parts 440 and 600 ("WAP Regulations") as indicated herein, 2 CFR Part 200 (as applicable), the Texas WAP State Plan, the Texas LIHEAP State Plan; the implementing State regulations at Title 10, Part I, Chapter 1, Chapter 2, and Subchapters A and D of Chapter 6, of the Texas Administrative Code, as amended or supplemented from time to time (collectively, "State Rules"), Chapters 2105 and 2306 of the Texas Government Code ("State Act"), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. §8621 *et seq.*) ("LIHEAP Act"), and the implementing regulations codified in 45 CFR Part 96 ("LIHEAP Regulations").

C. Subrecipient shall, in accordance with this Contract, throughout its Service Area, develop and implement a WAP in the counties and in accordance with the terms of this Contract, the certifications attached hereto as Addendums A, B, C, and D and incorporated herein for all relevant purposes; the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Addendum E; the Budget and Performance Statement" attached hereto as Exhibit A and incorporated herein for all relevant purposes; the "LIHEAP Priority List" attached hereto as Exhibit B; and incorporated herein for all relevant purposes and incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

D. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of "Households" that are "Low-Income". WAP services will be provided to owner occupied units as well as rental units. Priority will be given to, in no particular order, (1) "Households with "Elderly Persons", (2) "Person with a Disability", (3) Households with young children that are age five (5) or younger, (4) Households with a "High Energy Burden", and/or (5) Households with "High Energy Consumption," as defined in the Texas Administrative Code §6.2. Subrecipient is allowed to perform weatherization measures as detailed in LIHEAP Priority List, Exhibit B of this Contract. If Subrecipient leverages LIHEAP with any DOE weatherization funds, all federal and state rules and current Weatherization Program Notice requirements will apply, including but not limited to: income calculation requirements as outlined in applicable Department of Energy Weatherization Program Notices or updated Income Determination Notice in accordance with State Rules. The work will be completed in accordance with NREL Standard Work Specifications (SWS), the International Energy Conservation Code, and the minimum requirements set in the State of Texas adopted International Residential Code ("IRC") or in jurisdictions authorized by State law to adopt later editions.

E. Subrecipient shall refund to the Department any sum of money which has been paid to Subrecipient by the Department, which Department determines has not been strictly spent in accordance with the terms of this Contract. Subrecipient shall make such refund within fifteen (15) calendar days after the Department's request.

F. This Contract is not a research and development contract per 2 CFR 200.

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 LIHEAP 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 may reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in "Budget and Performance Statement" attached hereto as Exhibit A.

C. The Contract shall not be construed as creating a debt on behalf of Department in violation of Article III, Section 49a of the Texas Constitution. Department's obligations under this Contract are contingent upon the actual receipt and availability by Department of adequate 2026 LIHEAP federal program funds. If sufficient funds are not available to make payments under this Contract, Department may notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

D. Department is not liable for any cost incurred by Subrecipient which:

- (1) is incurred to weatherize a dwelling unit which is not an eligible dwelling unit as defined in Section 440.22 of the WAP Regulations, except that pursuant to 10 TAC §6.2(b)(28) the dwelling unit shall be eligible for weatherization assistance if it is occupied by a family unit whose income is at or below one hundred fifty percent (150%) of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services ("HHS") under the authority of "Poverty Income Guidelines" at 42 U.S.C. §9902(2);
- (2) is incurred to weatherize a dwelling unit which is designated for acquisition or clearance by a federal, state, or local program within twelve (12) 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 or charged to another LIHEAP WAP or DOE WAP contract, except as provided for in Section 440.18(e)(2) of the WAP Regulations;
- (4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 8 of this Contract;
- (5) dwelling units layered with Bipartisan Infrastructure Bill ("BIL") also known as Infrastructure Investment and Jobs Act ("IIJA") DOE WAP funds, where work began before written Department approval;
- (6) is not incurred during the Contract Term;
- (7) 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;
- (8) is subject to reimbursement by a source other than Department; or
- (9) is made in violation of any provision of this Contract, including the addendums and exhibits, or any provision of federal or state law or regulation, including, but not limited to those enumerated in this Contract.

E. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for allowable costs actually incurred or performances rendered for activities specified in the WAP Act and LIHEAP Act.

F. 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 \$966,919.00.

G. COST MATCHING. Cost matching is not required.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. **REQUEST FOR ADVANCE.** Subrecipient may request an advance for up to thirty (30) days. Subrecipient's request for cash advance shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient or an advance of Five Thousand and No/100 Dollars (\$5,000.00), whichever is greater. In carrying out the purpose of this Contract. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, together with such supporting documentation as the Department may reasonably request.
- B. **DISBURSEMENT PROCEDURES.** Subrecipient shall establish procedures to minimize the time between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. **DEPARTMENT OBLIGATIONS.** Subsection 4(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds, if at any time (1) Subrecipient maintains cash balances in excess of need or requests advance payments in excess of thirty (30) days need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, (3) Subrecipient owes the Department funds, or (4) Subrecipient violates any of the terms of this Contract.
- D. **ALLOWABLE EXPENSES.** All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the Low-Income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the LIHEAP contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.

SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

- A. **ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES.** Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in state Texas Grant Management Standards Version 2.1 under the authority of Chapter 783 of the Texas Government Code ("TXGMS") and 2 CFR Part 200. All references therein to "local government" shall be construed to mean Subrecipient.
- B. **INDIRECT COST RATE.** Subrecipient has an approved indirect cost rate of 30.88%.
- C. **AUDIT REQUIREMENTS.** Audit requirements are set forth in the Texas Single Audit Act and Subpart F of 2 CFR Part 200. The expenditure threshold requiring an audit is One Million and No/100 Dollars (\$1,000,000.00) of Federal funds.

D. AUDIT REVIEW. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

E. CERTIFICATION FORM. For any fiscal year ending within or one (1) year after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("FAC") the earlier of thirty (30) calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f), Subrecipient is required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted to SAandACF@tdhca.state.tx.us.

F. 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.

G. SUBCONTRACTS. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

SECTION 7. DEOBLIGATION, TERMINATION AND SUSPENSION

A. DEOBLIGATION. The Department may deobligate funds from Subrecipient in accordance with 10 TAC §1.411, 10 TAC §6.405, and Chapter 2105 of the State Act.

B. TERMINATION. Pursuant to 10 TAC §2.202, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes but is not limited to Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract. If the Department determines that a Subrecipient has failed to comply with the terms of the Contract, or has failed to provide services that meet appropriate standards, goals, or other requirements established by the Department, Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing termination.

- C. **SUSPENSION.** Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend Subrecipient's performance under this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review.
- D. **WITHHOLDING OF PAYMENTS.** Notwithstanding any exercise by Department of its right of deobligation, termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between Parties.
- E. **LIABILITY.** Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract or for any costs that are disallowed.
- F. **GENERAL.** Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under WAP, or a reduction in the original allocation of funds to Subrecipient.
- G. **STATEWIDE OR REGIONAL PROVIDER.** Department may award deobligated or terminated funds from this Contract to a Statewide or Regional Provider in accordance with 10 TAC §1.411. Subrecipient agrees to provide information as requested by the Department to serve clients in the Service Area.

SECTION 8. ALLOWABLE EXPENDITURES

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Sections 4 and 5 of this Contract and the regulations set forth in Section 440.18 of the WAP Regulations, subject to the limitations and exceptions set forth in this Section 8.
- B. To the maximum extent practicable, Subrecipient shall utilize funds provided under this Contract for the purchase of weatherization materials. Subrecipient shall weatherize eligible dwelling units using only weatherization materials which meet or exceed the standards prescribed by DOE in Appendix A to Part 440 of the WAP Regulations, current adopted versions of NREL Standard Work Specifications ("SWS"), State of Texas adopted International Residential Code ("IRC") or jurisdictions authorized by State law to adopt later editions.
- C. Administrative and program services activities funds are earned through provision of direct services to clients in accordance with the State Rules. Subrecipient may choose to submit a final budget revision no later than forty-five (45) calendar days prior to the end of the Contract Term to use it's administrative and program services funds for direct service categories.

D. For units where Subrecipient leverages with any DOE weatherization funds, all weatherization measures installed must be justified with: (1) use of DOE-approved Priority List and LIHEAP Priority List, or (2) have an approved State of Texas Energy Audit savings-to-investment ratio ("SIR") of one (1) or greater unless otherwise indicated as health and safety or incidental repair items. Weatherization measures justified with an energy audit will be installed with those having the greatest SIR (on approved State of Texas Energy Audit) and proceed in descending order to the measures with the smallest SIR or until the maximum allowable per unit expenditures are achieved.

E. Allowable expenditures under this Contract include:

- (1) the purchase and delivery of weatherization materials as defined in Section 440.18 of the WAP Regulations;
- (2) the cost of weatherization materials and labor for air and duct sealing, insulation, allowable base load reduction measures, heating and cooling system tune ups, repairs, modification, or replacements. Whenever available, heating and cooling systems must have an Energy Star rating;
- (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 or lease of tools or equipment;
- (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.

F. Health and Safety funds not expended may be moved to the labor, materials, and program support category. These changes will require a Contract action; therefore, Subrecipient must provide written notification to the Department at least forty-five (45) calendar days prior to the end of the Contract Term before these funds can be moved.

G. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the "Budget and Performance Statement" attached hereto as Exhibit A. Allowable administrative costs may include reasonable costs associated with Subrecipient's administrative personnel, travel, audit fees, office space, equipment, and supplies which are necessary for the administration of WAP. Administrative costs are earned based upon the allowable percentage of total allowable expenditures, excluding the allowance for Department/LIHEAP Training Travel or special equipment purchases. Subrecipient may use any or all of the funds allowed for administrative purposes under this Contract for the purchase and delivery of weatherization materials. These changes will require a Contract action; therefore, Subrecipient must provide written notification to the Department at least forty-five (45) calendar days prior to the end of the Contract Term before these funds can be moved.

H. To the maximum extent practicable, Subrecipient shall secure the services of volunteers to weatherize dwelling units under the direction of qualified supervisors.

SECTION 9. RECORDKEEPING REQUIREMENTS

A. GENERAL. Subrecipient shall comply with the recordkeeping requirements set forth below and at Section 440.24 of the WAP Regulations and shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the TXGMS. Subrecipient agrees to comply with any changes to the TXGMS' record keeping requirements. For purposes of compliance monitoring, all associated documentation must be readily available, whether stored electronically or hard copy to demonstrate compliance with Subrecipient Performance as outlined in Section 3.

B. CLIENT FILES. Except as otherwise described in the Texas Administrative Code ("TAC") regarding shelters, for each dwelling unit weatherized with funds received from LIHEAP WAP under this Contract, Subrecipient shall maintain complete client files at all times, as described herein. Costs associated with incomplete files found at the time of program monitoring may be disallowed. Each file shall contain the following information, including the applicable Department forms found in the Community Affairs Division section of the Department's website and any required video or photographic records as directed by the Department:

- (1) Signed and completed "Application for Weatherization Services" form indicating the ages of the residents, presence in the Household of children age five (5) or younger, Elderly Persons, and a Person with a Disability. Date of said application and associated documents must be within twelve (12) months of the start date indicated on the "Building Weatherization Report" ("BWR");
- (2) Twelve (12) month consumer billing history for utilities, if available;
- (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 documentation in accordance with the following:
 - a. Subrecipient must use the definition of "income" in 10 TAC §6.4.
 - b. Subrecipient must provide documentation/verification of client income for the thirty (30) days preceding their application for all Household members eighteen (18) years and older, or provide a "Declaration of Income Statement" ("DIS") form (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the user of the form, including policies requiring a client statement of efforts to obtain documentation of income with a client signature. Proof of income documentation requirements are the same for both single and multifamily housing. All proof of income must reflect earnings from within twelve (12) months of the start date indicated on the BWR
 - c. No dwelling unit shall be weatherized without documentation that the dwelling unit is an eligible dwelling unit as defined in Section 440.22 of the WAP Regulations, except that pursuant to 10 TAC §6.2(b)(28) the dwelling unit shall be eligible for weatherization assistance if it is occupied by a family unit whose income is at or below one hundred fifty percent (150%) of the "Poverty Income Guidelines" at 42 U.S.C. §9902 (2); and

- d. If a dwelling unit is layered with DOE funding, Subrecipient may instead of items a. -c. document income as identified in applicable Weatherization Program Notices and/or Memorandums, as applicable and as updated by DOE.
- (6) Client Education Verification;
- (7) Completed and signed Health & Safety Requirements Form;
- (8) If a rental unit, “Landlord Agreement” form, “Landlord Financial Participation” form and “Landlord Permission to Perform Assessment & Inspections for Rental Units” form and all other landlord forms found in the Community Affairs Division section of the Department’s website;
- (9) “Notice of Denial and Appeal Rights” (if applicable);
- (10) Signed and dated “Whole House Assessment” documentation, as defined by TAC, to include all required energy audit inputs (if applicable);
- (11) Documentation of pre/post weatherization carbon monoxide readings for all combustible appliances;
- (12) Pre/Post CAZ Testing (if applicable);
- (13) Pre/Post-ASHRAE Printout (RED Calc); and
- (14) Completed “Blower Door and Duct Blaster Data Sheet” form;
- (15) Completed and current Work Order;
- (16) ACCA approved Manual J and Manual S (if applicable);
- (17) Completed, signed and dated documentation for completion of the “Priority List” (if applicable);
- (18) A complete copy of the approved State of Texas Energy Audit (if applicable);
- (19) BWR form, including certification of final inspection and justification for omission of priorities if applicable;
- (20) Invoices of materials purchased or inventory removal sheets;
- (21) Invoices of labor;
- (22) Final Inspection documentation that allowable measures are completed as per work order; and
- (23) Compliance with Build America Buy America Requirements, if public housing or shelter of if units are layered with DOE WAP funds or DOE BIL/IIJA funds as further described in Section 21 N.

C. MASTER FILES. For each multifamily project weatherized with funds received from LIHEAP under this Contract, Subrecipient shall maintain a master file containing the following information:

- (1) “Multifamily Project Building Data Checklist”;
- (2) “Multifamily Project Completion Checklist”;
- (3) “Landlord Permission to Perform an Assessment and Inspections for Rental Units”;
- (4) “Landlord Agreement” form;
- (5) “Landlord Financial Participation Form”; and
- (6) Significant data required in all multifamily projects.

D. STANDARDS FOR MATERIALS. Materials standards documentation for weatherization material purchased under this Contract must be maintained. These standards must meet the requirements according to Appendix A to Part 440 of the WAP Regulations.

E. ACCESS TO RECORDS. Subrecipient shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, the HHS Office of Inspector General, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection E.

F. RECORD RETENTION. Subrecipient represents and warrants its compliance with the records retention requirements of 2 CFR §200.334. 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. Subrecipients 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.

G. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act. 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 ("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 of Texas. A request to the Subrecipient for public information shall be communicated to the Department's contact identified in this Contract, by the close of business on the following business day after the request is received. Subrecipient shall not provide to the requestor any information that was written, produced, collected, assembled, or maintained under this Contract, but shall respond to the requestor that the request has been forwarded to the Department for processing. After gathering all information that is responsive to the request, but in no event later than five (5) business days after receiving the information request, Subrecipient shall send the information to the Department. Subrecipient shall timely contact the Department if there will be any delay in sending the information request or responsive documents to the Department.

H. HOUSEHOLD ASSESSMENT. Subrecipient must conduct a full Whole House Assessment required by Subchapter D, Chapter 6, Part 1, Title 10 of the TAC, to include all required energy audit information, as applicable, to address all possible allowable weatherization measures.

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

SECTION 10. REPORTING REQUIREMENTS

A. REPORTING COMPLIANCE. Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

B. FUNDING REPORT. By the fifteenth (15th) of each month, Subrecipient shall electronically submit to Department a Performance Report listing demographic information on all units completed in the previous month and an Expenditure Report listing all expenditures of funds under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month. Both reports shall be submitted electronically.

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 utilizing the Monthly Expenditure Report. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract may result in ineligibility to receive additional funds or additional contracts. After forty-five (45) calendar days, any expenditures not reported to the Department will result in funds being reallocated to LIHEAP purposes.

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 and/or a useful life of more than one (1) year, if purchased in whole or in part with funds received under this Contract or previous WAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with WAP funds on hand as of the last day of the Contract Term. If the Aggregate Supply Level in 10 TAC §1.407(c) is raised during the Contract Term, the new level may be used without an amendment to this Contract. Subrecipient acknowledges that all equipment and supplies purchased with funds from the WAP are the property of WAP and as such, stay with the Subrecipient that provides WAP services in the Service Area.

E. DATABASE. Subrecipient shall update the Previously Weatherized Units database no later than fifteen (15) days after the end of each month of the contract for units weatherized under this Contract.

F. HOUSEHOLD DATA. By the fifteenth (15th) of each month, Subrecipient shall electronically upload data on Households served in the previous month into the CA Performance Measures Module located in the Community Affairs Contract System.

G. 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 HHS, or by the Department.

H. DEFAULT. If Subrecipient fails to submit, within forty-five (45) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, deobligate, withhold, or suspend any and all payments otherwise due or requested by Subrecipient hereunder and/or initiate proceedings to terminate this Contract in accordance with Section 7 of this Contract. If Subrecipient receives LIHEAP WAP funds from the Department over two (2) or more Contracts of subsequent terms, funds may be withheld or this Contract suspended or terminated by Subrecipient's failure to submit a past due report or response (including a report of audit) from a prior Contract Term.

I. UNIQUE ENTITY IDENTIFIER NUMBER. Subrecipient shall provide the Department with the number registered in the System of Award Management ("SAM") to be used as a Unique Entity Identifier ("UEI") number on all contracts and agreements. The UEI number must be registered at the www.sam.gov website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current UEI number for the entire Contract Term.

J. DISASTER RECOVERY PLAN. Upon request of the Department, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

SECTION 11. CHANGES AND AMENDMENTS

A. AMENDMENTS AND CHANGES REQUIRED BY LAW. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 11 may be further evidenced in a written amendment.

B. GENERAL. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract not required by a change in state or federal law or regulation shall be in writing and executed by both Parties to this Contract.

C. FACSIMILE SIGNATURES. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

D. REQUEST. Written requests for Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

SECTION 12. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with TXGMS.

SECTION 13. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this Contract. The Department acknowledges governmental entities cannot create an unfunded debt pursuant to the Texas Constitution.

SECTION 14. PROCUREMENT STANDARDS

Subrecipient shall comply with 2 CFR Part 200, TXGMS, 10 TAC §1.404, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract. If leveraging DOE funds, Subrecipient shall also comply with 10 CFR §600.236(b-i).

SECTION 15. SUBCONTRACTS

- A. Subrecipient may not subcontract or subgrant the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured contractual agreements for consulting and other professional services if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 19 of this Contract. Subrecipient shall inspect all subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner. Subrecipient shall make no payment to subcontractor until all work is complete and has passed a final inspection.
- B. In no event shall any provision of this Section 15, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 15 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 15 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.
- C. Every initial assessment, justification for every installed weatherization measure, and every final inspection is the sole responsibility of the Subrecipient.
- D. Subrecipient represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

SECTION 16. MANAGEMENT OF EQUIPMENT AND INVENTORY

- A. Subrecipient acknowledges that any vehicles, tools, and equipment with a unit acquisition cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more and a useful life of more than one (1) year, if purchased in whole or in part with funds received under this or previous WAP Contracts, are not assets of either the Subrecipient or the Department but are held in trust for the WAP and as such are assets of the WAP.
- B. Subrecipient shall develop and implement a property management system, which complies with 10 TAC §1.407. Subrecipient shall not use, transfer, or dispose of any property acquired in whole or in part with funds provided under this or a previous WAP Contract except in accordance with its own property management system.
- C. Upon termination this Contract or non-renewal of the funds hereunder, the Department may require transfer of the title of equipment to a third party named by the Department. Such a transfer shall be subject to the following standards:
 - (1) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.
 - (2) The Department will issue disposition instructions after receipt of final inventory.
- D. Subrecipient shall establish adequate safeguards to prevent loss, damage, or theft of property acquired hereunder and shall promptly report to Department any loss, damage, or theft of property with an acquisition cost of Five Thousand and No/100 Dollars (\$5,000.00) or more.
- E. In addition to the inventory of tools and equipment required under Subsection D in Section 10 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 17. BONDING AND INSURANCE REQUIREMENTS

- A. PAYMENT AND PERFORMANCE BOND REQUIREMENTS. If Subrecipient will enter into a contract for weatherization activities with a third-party in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient enters into a contract with a prime contractor in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of weatherization activities. This bonding requirement applies as set forth in 10 TAC §1.405 and to the extent required by federal or state law.

B. **INSURANCE REQUIREMENTS.** Subrecipient is basically a self-funded entity 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. Subrecipient is encouraged to obtain pollution occurrence insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

SECTION 18. LITIGATION AND CLAIMS

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

SECTION 19. TECHNICAL ASSISTANCE AND MONITORING

- A. Department may issue technical guidance to explain the rules and provide directions on the terms of this Contract. Installation of weatherization materials shall be in accordance with 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, which may include remote 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. Subrecipient's may request, and the 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 in-person or remote monitoring to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

SECTION 20. LEGAL AUTHORITY

- A. **LEGAL AUTHORITY.** Subrecipient 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's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to all terms, provisions and performances herein.
- C. **TERMINATION 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 from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 20.
- D. **MERGER AND DEFAULT.** Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

SECTION 21. COMPLIANCE WITH LAWS

- A. **FEDERAL, STATE AND LOCAL LAW.** Subrecipient represents and warrants that it will comply, and assure the compliance of all its subcontractors, with the LIHEAP Act, the WAP Act, the WAP Regulations, the LIHEAP Regulations, any applicable Office of Management and Budget ("OMB") Circulars, the Texas DOE WAP State Plan, LIHEAP State Plan, the State Act, the State Rules, the certifications attached, and all applicable federal, state, local laws, rules, regulations, and policies in effect or hereafter established, including, but not limited to the regulations contained in 2 CFR Part 200 and 10 CFR 440; and other policies and procedures as HHS and TDHCA 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 the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 U.S.C. §701, *et seq.*) and HUD's implementing regulations including, without limitation, 2 CFR Parts 182 and 2429.

C. LIMITED ENGLISH PROFICIENCY ("LEP"). Subrecipient must 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. INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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

E. PREVENTION OF TRAFFICKING. Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq.*). If Subrecipient or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient's rights to any funds shall be terminated.

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) or enter into, extend or renew a contract to procure the following covered telecommunications equipment or services:
 - 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.
- e. Systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(2) Subcontracts. Subrecipient must incorporate this prohibition in any contract and require its contractors to incorporate this requirement into any contract.

G. CYBERSECURITY TRAINING PROGRAM.

- (1) 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.
- (2) 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.

H. 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. As per 2 CFR §200.113, an applicant, recipient, or subrecipient of a Federal award must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General and the Department and Subrecipient are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in §200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

I. 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.

J. 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.

K. PROCUREMENT OF RECOVERED MATERIALS. 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 and Safety Code, formerly Tex. Rev. Civ. Stat. Ann. Art. 4477-7), as amended by the Resource Conservation and Recovery Act. The Subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire or use products and services that can be reused, refurbished or recycled, contain recycled content, are biobased or are energy and water efficient, and are sustainable.

L. 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).

M. 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.

N. BUILD AMERICA BUY AMERICA REQUIREMENTS FOR PUBLIC HOUSING OR ON PRIVATELY OWNED BUILDINGS THAT SERVE A PUBLIC FUNCTION LAYERED with DOE WAP AND DOE BIL/IIJA FUNDING.

- (1) Build America 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 United 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 70912(4) of the Build America, Buy America ("BABA") Act, 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. Weatherization work conducted on privately-owned residences is not required to comply with this requirement
- (2) Definitions: For the purposes of the Build America 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. Dams, 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 service a public function; privately owned infrastructure that is sole utilized for private use is not considered "infrastructure" for purposes of Build America 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) Build America Buy America Requirements for Infrastructure Projects ("Build America Buy America" requirements) Funds. In accordance with Section 70912(4) of the BABA Act, 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 projects 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 Build America 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 Build America 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 Build America 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 Build America 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 Build America Buy America requirements where DOE determines that:

- a. Applying the Build America Buy America requirements would be inconsistent with the public interest;
- b. 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
- c. The inclusion of iron, steel, manufactured products, or construction materials produced 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 Build America Buy America requirements, Subrecipient must follow the waiver requirements outlined in its 2025 DOE Contract.

(5) Subrecipient must obtain prior authorization from the Department to layer 2026 LIHEAP WAP with DOE BIL/IIJA funding, as Subrecipient must also obtain authorization from the Department before beginning a project that triggers the Davis-Bacon Act. If the Davis-Bacon Act is triggered, then the Subrecipient and Department must execute an amendment to this Contract to be compliant with the Davis-Bacon requirement, if that layering occurs.

O. NOTIFICATION OF INVESTIGATION. Subrecipient must notify the Department if Subrecipient is under federal or state investigation (by, for example, including, but not limited to, U.S. Department of Health and Human Services, Office of Inspector General and the Office of State Inspector General). Subrecipient must inform the Department in writing of this investigation in accordance with the Notice Provisions in Section 46. Subrecipient must also inform the Department in writing, in accordance with the Notice Provisions in Section 46, of any written requests for information by the State Auditor's Office, the Office of the Attorney General, or any other investigative agency, unless otherwise prohibited by law.

SECTION 22. 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 WAP. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. Subrecipient shall immediately notify the Department of any identified instances of waste, fraud, or abuse.
- 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 23. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

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

SECTION 24. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipient shall, in addition to the requirements of this Section 24, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of this Contract or deobligation of funds.
- F. Subrecipient represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR §200.112.
- G. 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. Further, Subrecipient represents and warrants that in the administration of the Contract, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract, Subrecipient shall promptly notify Department.

SECTION 25. POLITICAL ACTIVITY AND LEGISLATIVE INFLUENCE PROHIBITED

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information.
- B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.
- C. **BYRD ANTI-LOBBYING AMENDMENT.** 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 the Department's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

SECTION 26. NON-DISCRIMINATION AND EQUAL ACCESS

A. DISCRIMINATION PROHIBITED. 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, nation origin, sex or religion.

B. Intentionally deleted.

C. REASONABLE ACCOMODATIONS. Subrecipients shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipient is also required to provide reasonable accommodations for a Person with a Disability.

D. ACCESSIBILITY. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (29 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.

E. AGE DISCRIMINATION. Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107).

F. SUBCONTRACTS. Subrecipient will include the substance of this Section 26 in all subcontracts.

SECTION 27. TRAINING AND TECHNICAL ASSISTANCE FUNDS

A. Training and technical assistance funds shall be used for State sponsored LIHEAP training, federal sponsored LIHEAP training, and other relevant workshops and conferences provided the agenda includes topics directly related to administering WAP. For training and technical assistance other than State or Federal sponsored LIHEAP training, Subrecipient must receive prior written approval from the Department.

B. Travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code 'Travel and Subsistence Expenses; Mileage Allowances'), or in the absence of such a policy, the State of Texas travel policies under 10 TAC §1.408. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

SECTION 28. DEBARRED AND SUSPENDED PARTIES; EXCLUDED PARTIES

A. **DEBARRED AND SUSPENDED PARTIES.** By signing this Contract, Subrecipient certifies that none of its principal employees, board members, agents, or contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as provided 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 D and incorporated herein for all relevant purposes. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management ("SAM") at www.sam.gov and including a copy of the results in its project files. After said verification, Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors during the term of the subcontractor's agreement except that Subrecipient must verify at the start of a new contract or with the award of additional funding. Subrecipient may subsequently rely upon a certification of a subcontractor that is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department's determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts," as set out in Addendum D, without modification, and this language under this Section 28, in all its subcontracts.

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.

C. **NEVER CONTRACT WITH THE ENEMY.** Subrecipient will comply with 2 CFR §200.215, implementing the Never Contract with the Enemy in 2 CFR Part 183.

SECTION 29. 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, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

- 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 30. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
 - (1) Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 - (2) Addendum B - Certification Regarding Drug-Free Workplace Requirements
 - (3) Addendum C - Certification Regarding Environmental Tobacco Smoke
 - (4) Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - (5) Addendum E - PRWORA Requirements
 - (6) Exhibit A - Budget and Performance Statement
 - (7) Exhibit B - LIHEAP Priority List

SECTION 31. 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 32. 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 33. FAITH BASED AND SECTARIAN ACTIVITY

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

SECTION 34. APPEALS PROCESS

In compliance with the WAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner, according to 10 TAC §6.8.

SECTION 35. OPEN MEETINGS

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 36. SPECIAL CONDITIONS

Subrecipient shall accept applications for WAP benefits at sites that are geographically accessible to all Households in the Service Area. Subrecipient shall provide Elderly Persons and 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.

SECTION 37. VETERAN IDENTIFICATION IN PROGRAM APPLICATIONS

The program applications 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 38. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Subrecipient represents and warrants that if this 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.

SECTION 39. FORCE MAJURE

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

A. Any of the following events occurs:

- (1) Catastrophic weather conditions or other extraordinary elements of nature or acts of God;
- (2) Acts of war (declared or undeclared);
- (3) Acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; or
- (4) Quarantines, disease pandemics, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 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 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. SEVERABILITY

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

SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES

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

SECTION 44. NUMBER, GENDER

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

SECTION 45. ASSIGNMENT

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

SECTION 46. NOTICE

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

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young, Director of Community Affairs
Telephone: (512) 475-2125
Fax: (512) 475-3935
michael.deyoung@tdhca.texas.gov

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) 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 46.
- C. Subrecipient shall provide contact information and required notifications to the Department through the Contract System in accordance with 10 TAC §1.22 and 10 TAC §6.6.

SECTION 47. 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 48. COPYRIGHT

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

SECTION 49. INDEMNIFICATION

TO THE EXTENT ALLOWED BY TEXAS LAW, 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.

SECTION 50. TITLES AND HEADINGS

The terms and phrases used in the titles and heading herein have been included for convenience and reference purposes only and shall in no way modify or restrict the scope or intent of any provisions of this Contract.

EXECUTED to be effective on January 01, 2026

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 81260004613
FY 2026 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION
ASSISTANCE PROGRAM (CFDA# 93.568)

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand and No/100 Dollars (\$10,000.00) and not more than One Hundred Thousand and No/100 Dollars (\$100,000.00) 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 Ten Thousand and No/100 Dollars (\$10,000.00) and not more than One Hundred Thousand and No/100 Dollars (\$100,000.00) 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 81260004613
FY 2026 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION
ASSISTANCE PROGRAM (CFDA# 93.568)

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 ten (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 thirty (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 81260004613
FY 2026 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION
ASSISTANCE PROGRAM (CFDA# 93.568)**

ADDENDUM C

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The undersigned certifies to the following:

Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to One Thousand and No/100 Dollars (\$1,000.00) per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

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

SUBRECIPIENT:

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

By:

Title:

Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 81260004613
FY 2026 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION
ASSISTANCE PROGRAM (CFDA# 93.568)

ADDENDUM D

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

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
- (e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:
 - (1) Is in connection with this award;
 - (2) Reached its final disposition during the most recent five year period; and
 - (3) Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined below;
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of Five Thousand and No/100 Dollars (\$5,000.00) 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 Five Thousand and No/100 Dollars (\$5,000.00) or more or reimbursement, restitution, or damage in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00); 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]

Title: _____

Date: _____

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

SUBRECIPIENT:

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

By:

Title:

Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 81260004613
FY 2026 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION
ASSISTANCE PROGRAM (CFDA# 93.568)

ADDENDUM E

PRWORA REQUIREMENTS

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

If an individual is applying for LIHEAP funds, a Subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA") 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 E and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;
- (f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;
- (g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;
- (h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Addendum E and the SAVE Program requirements by its authorized agents or designees;
- (i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Addendum E, SAVE Program procedures or other applicable law, regulation or policy; and
- (j) Provide Department and SAVE Monitoring and Compliance with the current e-mail, U.S. postal service address, physical address, name and telephone number Users authorized representative for any notifications, questions or problems that may arise in connection with Users participation in SAVE and with notification of changes in the benefit offered by the User.

(3) Criminal Penalties.

- (a) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(b) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. §552a, 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.texas.gov

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

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

(6) Certification.

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

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

Certification must have the signature from a representative with authority to execute document 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. § 1001).

SUBRECIPIENT:

Texoma Council of Governments
a Texas nonprofit corporation

By:

Title:

Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 81260004613
FY 2026 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION
ASSISTANCE PROGRAM (CFDA# 93.568)

EXHIBIT A

BUDGET AND PERFORMANCE STATEMENT

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

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 964,919.00</u>	LIHEAP FUNDS CURRENTLY AVAILABLE
<u>\$ 2,000.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 964,919.00</u>	TOTAL ANTICIPATED LIHEAP FUNDS
<u>\$ 2,000.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

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

BUDGET FOR AVAILABLE ALLOCATIONS

¹

CATEGORIES	FUNDS
² Administration	\$ 69,715.00
³ Materials / Program Support / Labor	\$ 716,163.00
⁴ Health and Safety	\$ 179,041.00
SUB-TOTAL	\$ 964,919.00
⁵ Training and Technical Assistance	\$ 2,000.00
TOTAL	\$ 966,919.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

- ¹ Denotes that the Subrecipient must request in writing any adjustment needed to a budget category before the Department will make any adjustments to the budget categories. The only categories that can be reduced are the Administrative, Training and Technical Assistance and/or the Health and Safety categories. Subrecipient is limited to two (2) requested budget revisions during the current Contract Term. **Only those written request(s) from the Subrecipient received at least forty-five (45) days before the end of the Contract Term will be reviewed. The Department may decline to review written requests received during the final forty-five (45) calendar days of the Contract Term.**
- ² Denotes maximum for Administrative based on **7.21%** of total allowable expenditures.
- ³ Expenses incurred under Roof Repair will come out of your Materials / Program Support / Labor budget.
- ⁴ Denotes the maximum allowed for Health and Safety expenditures per TAC 6.415(a).
- ⁵ Department approved training / travel only.

PERFORMANCE

Work orders must be submitted to weatherization contractors no later than December 30, 2026 for any weatherization activities to be completed under this Contract. All weatherization activities including final inspection must be completed no later than December 31, 2026.

Subrecipient may incur costs associated with the closeout of this Contract. These activities include but are not limited to: payment of invoices, and quality assurance activities for a period not to exceed forty-five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

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

Subrecipient shall provide weatherization program services sufficient to expend the funds under this Contract during the Contract Term. WAP costs per unit (materials, labor, and program support), excluding health and safety expenses, shall not exceed Twelve Thousand and No/100 Dollars (\$12,000.00) per unit without prior written approval from the Department. The cumulative total cost per unit (materials, labor, and program support), shall not exceed the maximum allowable by end of the Contract Term.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 81260004613
FY 2026 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION
ASSISTANCE PROGRAM (CFDA# 93.568)

EXHIBIT B

LIHEAP PRIORITY LIST
For Single-Family, Mobile Homes, and Small Multi-Family Buildings

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

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

Contributory Item: Items required by current WAP Regulations, current adopted versions of NREL Standard Work Specifications ("SWS"), or State of Texas adopted International Residential Code ("IRC") to achieve a final product in a typical installation. Contributory items must be necessary to complete the proper installation and ensure proper performance of the ECM.

Incidental Repair is defined as: repairs necessary on items for the effective preservation of weatherized materials.

Instructions for Priority List:

1. Perform the Major Measures in order as they appear on the list below. Documentation (including client denial of major measures) must be provided if a Major Measure is not addressed, or end result is not achieved.
 - If the unit does not meet required criteria, then Major Measures have not been completed adequately and additional work must be considered and/or completed.
 - **Subrecipient CANNOT perform any Secondary measures until ALL criteria for Major Measures have been adequately addressed and/or installed.**
 - *If Subrecipient does NOT meet or exceed the required criteria for major measures consistently across program years, future LIHEAP Weatherization contracts for Subrecipient could be restricted on the installation of secondary measures.*
2. Once Major Measures have been adequately addressed, any of the Secondary Measures may be addressed in any order according to the professional judgment of the Subrecipient staff.
 - Decisions should be based on what is best for each individual client and unit and what has the best potential energy savings impact for that household, while maximizing allowable program expenditures.

Major Measures

1. Health & Safety

- a. Households that have a pregnant woman - Window screens/Solar screens to help prevent exposure to the Zika Virus.
- b. Must meet ASHRAE 62.2-2016 Standard.
- c. Refer to the current Health & Safety Plan
- d. To include cook stoves refer to current Texas Health & Safety Plan

2. Air Infiltration

- a. NO MAXIMUM COST LIMITATION.
- b. All costs (labor and materials) must be detailed on the Building Weatherization Report (BWR).
- c. Complete current Blower Door Data Sheet as instructed.
- d. At Subrecipient Final Inspection, MUST MEET or EXCEED the Blower Door Target as defined by TDHCA WAP Air Infiltration and Duct Sealing Target Policy.

3. Duct Sealing

- a. NO MAXIMUM COST LIMITATION.
- b. All return ducts to be sealed regardless of location.
- c. All supply ducts to be sealed when in unconditioned space.
- d. At Subrecipient Final Inspection, MUST MEET or EXCEED Duct Blaster Target (With Reference to Outside) as defined by TDHCA WAP Air Infiltration and Duct Sealing Target Policy.

4. Attic Insulation

- a. If existing insulation is assessed below local code requirement, must insulate to meet current code or to maximum capacity.
- b. Block all heat sources & attic hatches.
- c. If no insulation is added but ventilation needed, install ventilation under H&S.

5. Wall Insulation

- a. Check all exterior walls for existing insulation levels.
 - i. If adequately insulated, document and proceed to next measure.
 - ii. If not adequately insulated, dense pack applicable wall cavities, including above and below all windows and doors.

6. Floor Insulation

- a. If addressed, must follow current code.
- b. Vapor barrier always required.
- c. Follow OSHA accessibility standards.

Secondary Measures

- Refrigerator
 - a. Replacement must be within the primary living conditioned space and justified by LIHEAP WAP Refrigerator Replacement Calculator or units fifteen (15) years old or more can be replaced without metering or further justification, as long as manufactured year is documented.
 - b. Replaced units must be de-manufactured properly, materials must be recycled and refrigerant properly disposed of in accordance with EPA regulations.
- Low-Cost Measures
 - a. Water Savers - aerators (\leq 2.2 GPM) and low flow showerheads (\leq 2.5 GPM).
 - b. Water heater tank (\geq R10)/pipe (\geq R2.5) insulation.
 - c. LED lighting replacement of all existing screw-based incandescent, halogen, or CFL used for a minimum of one hour per day.
- Smart Thermostat
 - a. Install only after consultation/training with client.
- Solar Screens/Window Film
 - a. Install in the following order:
 - i. West, South, East, then North side of house.
 - b. If the windows are covered by any permanent shading structure, then solar screens/window film cannot be installed on that window.
- Incidental Repairs
 - a. Maximum expenditure allowed is Five Hundred and No/100 Dollars (\$500.00).
 - b. Must be related to weatherization measure.
 - c. Materials include: lumber, shingles, flashing, siding, drywall, masonry supplies, minor window and door repair, gutters, downspouts, paint, stains, and sealants.
 - d. Regarding mobile homes, could include mobile home skirting and overhangs to protect mobile home doors.
 - e. Could also include carpentry work to protect water heaters located outside to protect DWH from weather elements.
 - f. Could include roof, wall, and floor repair; excluding leveling.
 - g. Repair of “essential wiring”
 - i. Essential wiring defined as any wiring going directly to an appliance that is being addressed by the WX program.
- HVAC/Evaporative Cooler Replacement
 - a. Complete replacement of furnace/AC/HVAC as energy efficiency measure is possibility.
 - i. Must meet current Energy Star rating for complete system replacement.
 - ii. Must document accurate Manual J and Manual S in client file;
 - iii. HVAC units with a SEER or downgraded SEER of 12 or less should be replaced. Documentation of the downgraded formula should be in the client file as part of the assessment.

- iv. The replacement of heating/furnace only components of the HVAC system in cases where the existing AC components do not meet the degraded SEER will be allowed if the following criteria is met:
 - 1. If Energy Star equipment is unavailable, must meet 2023 minimum efficiency-standard requirements.
 - 2. The components must have a valid AHRI rating
- v. Replace existing ducted electric resistance forced-air furnace and air conditioning combination with a heat pump.
- b. Repair of central system is potentially allowable. Justification for the repair must be documented in the client file. Repair can include, but is not limited to:
 - i. Clean and tune.
 - ii. Clean Evaporative and Condensing coils.
 - iii. Check/adjust gas pressure.
 - iv. Clean blower wheel (squirrel cage).
 - v. Check all controls, set heat anticipator if applicable.
- c. Change and leave up to twelve (12) new air filters.
- d. Replacement of window air conditioners.
 - i. No replacement of window air-conditioners if a central system is replaced or repaired to working order.
 - ii. Replacement must be justified by LIHEAP WAP AC Replacement Tool or units eight (8) years old or more can be replaced without metering or further justification, as long as manufactured year is documented.
 - iii. Must be Energy Star Rated and sized according to manufacturer's room sizing specifications.
- e. Mini split replacement option.
 - i. Replace existing combination of non-ducted fixed electric resistance heat (e.g., electric baseboard/space heater, and PTAC units), and non-ducted air conditioning (i.e., window or room A/C, including PTAC) with a minimum Energy Star, or equivalent, rated mini-split heat pump system.
 - ii. Installation of an Energy Star, or equivalent, rated mini-split to replace of multiple room air conditioners, that are justified for replacement according to criteria above, is an allowable option, if, and only if, the mini-split installation is more cost-effective (EX: lower total cost for mini-split install vs cumulative RAC install costs).
- Doors and/or Windows
 - a. Doors/windows that are structurally unsound or unable to be repaired may be replaced.
 - b. Prior to replacement, Subrecipient must receive written Department approval. If prior approval is not received, costs are disallowed.
 - i. Request for approval must include: unit address, sufficient written and photo documentation to support request, documentation to show all major measures are either sufficiently addressed.



TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Department Director 
DATE: January 9, 2026
RE: FY2025 Comprehensive Energy Assistance Program (CEAP) Contract Amendment

RECOMMENDATION

Ratify FY2025 Comprehensive Energy Assistance Program contract #58250004400, Amendment number 3.

BACKGROUND

The Comprehensive Energy Assistance Program (CEAP) assists low-income households with utility payments for electric, gas, and propane services. Priority is given to elderly individuals, persons with disabilities and households with children age five and younger. CEAP services are provided in seven counties: Collin, Cooke, Denton, Fannin, Grayson, Hunt and Rockwall.

DISCUSSION

The Texas Department of Housing and Community Affairs (TDHCA) awarded additional utility assistance funding to the FY2025 CEAP contract. Amendment No. 3 reflects this additional allocation and extends the contract period from January 1, 2025 through March 31, 2026.

BUDGET

The total contract amount increased from \$5,451,804.00 to \$6,233,781.00 which is an increase of \$781,977.00

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 3 TO CONTRACT NUMBER 58250004400
FY 2025 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
(CFDA # 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2501TXLIEA
Award Year (Year of Award from HHS to TDHCA): 2025
Unique Entity Identifier Number: DBJNSNAJZCM6

This Amendment No. 3 to Comprehensive Energy Assistance Program Contract Number 58250004400 by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and Texoma Council of Governments, a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, the Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number 58250004400 ("Contract") on January 01, 2025 and

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

AGREEMENTS

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

1. Section 2. Contract Period, of this Contract is hereby amended to read as follows:

This Contract shall commence on **January 01, 2025**, and, unless earlier terminated, shall end on **March 31, 2026** ("Contract Term").

2. Subsection G of Section 4, DEPARTMENT FINANCIAL OBLIGATIONS, of this Contract is hereby amended as follows:

Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$6,233,781.00**.

3. Exhibit A. Budget, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.

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

5. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
6. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.
7. If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.
8. By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.
9. This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
10. This Amendment shall be effective and memorializes an effective date of **December 01, 2025**.

WITNESS OUR HAND EFFECTIVE: December 01, 2025

SUBRECIPIENT:

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

By:

Title:

Date:

DEPARTMENT:

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

By:

Title: Its duly authorized officer or representative

Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 3 TO CONTRACT NUMBER 58250004400
FY 2024 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

EXHIBIT A

BUDGET

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

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 6,233,781.00 CEAP FUNDS CURRENTLY AVAILABLE

\$ 2,500.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 450,079.00	-
Direct Services	\$ 5,781,202.00	-
TOTAL CEAP BUDGET	\$ 6,231,281.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 2,506,440.00	43.35
Utility Assistance	\$ 2,506,440.00	43.35
Program Services	\$ 768,322.00	13.29
TOTAL DIRECT SERVICES	\$ 5,781,202.00	100.00

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.22% of the Contract expenditures. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services costs when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

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

Subrecipient is limited to only one budget revision request during the first 8 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 calendar days prior to the end of the Contract Term.

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

Vendor Refunds

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

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

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



TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Department Director 
DATE: January 9, 2026
RE: FY2026 Comprehensive Energy Assistance Program (CEAP) Contract

RECOMMENDATION

Approve the FY2026 Comprehensive Energy Assistance Program contract #58260004555.

BACKGROUND

The Comprehensive Energy Assistance Program (CEAP) assists low-income households with utility payments for electric, gas, and propane services. Priority is given to elderly individuals, persons with disabilities and households with children age five and younger. CEAP services are provided in seven counties: Collin, Cooke, Denton, Fannin, Grayson, Hunt and Rockwall.

DISCUSSION

The Texas Department of Housing and Community Affairs (TDHCA) awarded utility assistance funding for FY2026 for the contract period from January 1, 2026 through December 31, 2026.

BUDGET

The total contract amount is \$5,488,442.00.

Budget Category	Funds
Administration	\$396,446.00
Direct Services	\$5,091,996.00
TOTAL Budget	\$5,488,442.00

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58260004555
FY 2026 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2601TXLIEA
Award Year (Year of Award from HHS to TDHCA): 2026
Unique Entity Identifier Number: DBJNSNAJZCM6

SECTION 1. PARTIES TO THE CONTRACT

This 2026 Comprehensive Energy Assistance Program (CEAP) Contract Number 58260004555 ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Texoma Council of Governments**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2026**, and, unless earlier terminated, shall end on **December 31, 2026** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA

- A. The following County/Counties constitute the Subrecipient's "Service Area": COLLIN, COOKE, DENTON, FANNIN, GRAYSON, HUNT, ROCKWALL

- B. Subrecipient shall, throughout its Service Area operate a Comprehensive Energy Assistance Program, ("CEAP"), in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. §8621 *et seq.*) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) ("LIHEAP Act"), Chapter 2105 of the Texas Government Code ("State Act"), Chapters 2105 and 2306 of the Texas Government Code ("State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1, Chapter 2 and Subchapters A and C of Chapter 6 of the Texas Administrative Code, as amended or supplemented from time to time (collectively, "State Rules"), the LIHEAP State Plan, 2 CFR Part 200 (as applicable), Subrecipient's "Service Delivery Plan" in accordance with 10 TAC §6.306, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient further agrees to comply with the certifications attached hereto as Addendums A, B, C and D and incorporated herein for all relevant purposes; the Budget attached hereto as Exhibit A and incorporated herein for all relevant purposes, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Addendum E and incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

- C. Subrecipient shall assist "Households" that are "Low-Income" with priority being given in no particular order to "Elderly Persons", "Person with a Disability", Households with a young child 5 years of age or under, Households with "High Energy Burden" and Households with "High Energy Consumption", as said terms are defined in 10 TAC §6.2.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient during the Contract Term for administrative expenditures and program services costs and direct services expenditures in accordance with 10 TAC §6.308, in the amount(s) specified in the Budget attached hereto as Exhibit A.
- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole but reasonable discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.
- C. Subrecipient understands that all obligations of the Department under the Contract are subject to the availability of 2026 CEAP funds. The Contract is subject to termination or cancellation, either in whole or in part, without penalty to Department if such funds become unavailable.
- D. The Contract shall not be construed as creating a debt on behalf of Department in violation of Article III, Section 49a of the Texas Constitution. Subrecipient understands that all obligations of the Department under this Contract are subject to the availability of 2026 funds from the U.S. Department of Health and Human Services ("HHS"). If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- E. Department is not liable for any cost incurred by Subrecipient which:
 1. is subject to reimbursement by a source other than Department;
 2. is for performance of services or activities not authorized by the LIHEAP Act, State Rules, or which is not in accordance with the terms of this Contract;
 3. is not incurred during the Contract Term;
 4. is not reported to Department on a monthly expenditure and performance report within forty-five (45) calendar days following the end of the Contract Term; or
 5. is incurred for the purchase or permanent improvement of real property.
- F. Notwithstanding any other provision of this Contract to the contrary, Department shall only be liable to Subrecipient for allowable costs actually incurred or performances rendered for activities specified in the LIHEAP Act.
- G. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$5,490,942.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. REQUEST FOR ADVANCE. Subrecipient may request an advance for up to thirty (30) days. Subrecipient's request for cash advance shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient or an advance of Five Thousand and No/100 Dollars (\$5,000.00), whichever is greater. In carrying out the purpose of this Contract, Subrecipient must request an advance payment by submitting a properly completed monthly expenditure and performance report to Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, together with such supporting documentation as the Department may reasonably request.

- B. DISBURSEMENT PROCEDURES. Subrecipient shall establish procedures to minimize the time between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. DEPARTMENT OBLIGATIONS. Subsection 5(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds, if at any time (1) Subrecipient maintains cash balances in excess of need or requests advance payments in excess of thirty (30) days need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, (3) Subrecipient owes the Department funds, or (4) Subrecipient violates any of the terms of this Contract.
- D. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the Low-Income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CEAP contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.
- E. REPAYMENT. Subrecipient shall repay, within fifteen (15) calendar days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.

SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

- A. ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Texas Grant Management Standards Version 2.1 under the authority of Chapter 783 of the Texas Government Code ("TXGMS"). All references therein to "local government" shall be construed to mean Subrecipient.
- B. INDIRECT COST RATE. Subrecipient has an approved indirect cost rate of 30.88%.
- C. AUDIT REQUIREMENTS. Audit requirements are set forth in the Texas Single Audit Act and Subpart F of 2 CFR Part 200. The expenditure threshold requiring an audit is One Million and No/100 Dollars (\$1,000,000.00) of Federal funds.
- D. AUDIT REVIEW. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

E. CERTIFICATION FORM. For any fiscal year ending within or one year after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("FAC") the earlier of 30 calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f), Subrecipient is required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted to by electronic mail to SAandACF@tdhca.texas.gov.

F. 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.

G. SUBCONTRACTS. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

SECTION 7. DEOBLIGATION, TERMINATION, CANCELLATION AND SUSPENSION

A. DEOBLIGATION. The Department may deobligate funds from Subrecipient in accordance with 10 TAC §1.411, 10 TAC §6.304, and Chapter 2105 of the Texas Government Code. The Department may also deobligate funds from this Contract in whole or in part if Subrecipient missing any of the expenditure deadlines listed in this Contract.

B. TERMINATION. Pursuant to 10 TAC §2.203, the Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract.

C. GENERAL. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.

D. SUSPENSION. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review.

E. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of deobligation, termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between the Parties.

- F. LIABILITY. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract or for any costs that are disallowed.
- G. STATEWIDE OR REGIONAL PROVIDER. Department may award deobligated or terminated funds from this Contract to a Statewide or Regional Provider in accordance with 10 TAC §1.411. Subrecipient agrees to provide information as requested by the Department to serve clients in the Service Area.

SECTION 8. ALLOWABLE EXPENDITURES

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 of the Contract and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section 8.
- B. CEAP grant funds allow up to 7.22% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the Budget attached hereto as Exhibit A. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities in accordance with the LIHEAP State Plan.
- C. Administrative and program services activities funds are earned through provision of direct services to clients in accordance with the State Rules. Subrecipient may choose to submit a final budget revision no later than forty-five (45) calendar days prior to the end of the Contract Term to use its administrative and program services funds for direct service categories.
- D. Whenever applicable, all heating and cooling equipment and/or systems must have an Energy Star rating. Heating and cooling equipment must be sized in accordance with Air Conditioning Contractors of America Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies. HVAC contractors must provide a one-year warranty on their work for parts and labor; the period for the warranty shall begin at the completion of installation.

SECTION 9. RECORDKEEPING REQUIREMENTS

- A. GENERAL. Subrecipient shall comply with all the record keeping requirements set forth below and shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with TXGMS. Subrecipient agrees to comply with any changes to the TXGMS recordkeeping requirements. For purposes of compliance monitoring, all associated documentation must be readily available, whether stored electronically or hard copy to demonstrate compliance with Subrecipient Performance as outlined in Section 3.

B. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act. 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 of Texas. A request to the Subrecipient for public information shall be communicated to the Department's contact identified in this Contract, by the close of business on the following business day after the request is received. Subrecipient shall not provide to the requestor any information that was written, produced, collected, assembled, or maintained under this Contract, but shall respond to the requestor that the request has been forwarded to the Department for processing. After gathering all information that is responsive to the request, but in no event later than five (5) business days after receiving the information request, Subrecipient shall send the information to the Department. Subrecipient shall timely contact the Department if there will be any delay in sending the information request or responsive documents to the Department.

C. ACCESS TO RECORDS. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the Office of Inspector General, the State Auditor's Office, the HHS Office of the Inspector General, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection C.

D. RECORD RETENTION. Subrecipient represents and warrants its compliance with the records retention requirements of 2 CFR §200.334. The Department reserves the right to direct a Subrecipient to retain documents for a longer period of time or transfer certain records to the 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; or (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.

E. CLIENT FILES. Subrecipient shall maintain a client file system to document direct services rendered. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed. Each client file shall contain the following:

1. Client application containing all Department requirements;
2. Documentation/verification of client income for the thirty (30) days preceding their application for all Household members eighteen (18) years and older, or Declaration of Income Statement ("DIS") (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the use of the form;

3. Priority rating form;
4. Case notes sufficient to document that program service activity has occurred;
5. Household Status Verification Form for all Household members; and
6. SAVE printout (if applicable);
7. Copy of client's utility bill(s);
8. Energy consumption history for previous twelve (12) months (all fuel types) or Department approved Alternative Billing Method;
9. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
10. Documentation of benefits determination;
11. Any documentation required by directives provided by the Department;
12. Notice of Denial Form (if applicable); and
13. Right of appeal and procedures for denial or termination of services (if applicable).

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

SECTION 10. REPORTING REQUIREMENTS

- A. REPORTING COMPLIANCE. Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.
- B. FUNDING REPORT. By the fifteenth (15th) of each month, Subrecipient shall electronically submit to Department, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month.
- C. INVENTORY. In accordance with 10 TAC §1.407, Subrecipient shall submit to Department, no later than forty-five (45) calendar days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$10,000.00 and/or a useful life of more than one (1) year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. If the Aggregate Supply Level in 10 TAC §1.407(c) is raised during the Contract Term, the new level may be used without an amendment to this Contract. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the Subrecipient that provides CEAP services in the Service Area.
- D. FINAL REPORTS. Subrecipient shall electronically submit to Department, no later than forty-five (45) calendar days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within forty-five (45) calendar days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.
- E. HOUSEHOLD DATA. By the 15th of each month, Subrecipient shall electronically upload data on Households served in the previous month into the CA Performance Measures Module located in the Community Affairs Contract System.

F. **DEFAULT.** If Subrecipient fails to submit within forty-five (45) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, deobligate, withhold, or suspend any or all payments otherwise due or requested by Subrecipient hereunder, and/or initiate proceedings to terminate this Contract in accordance with Section 7 of this Contract.

G. **UNIQUE ENTITY IDENTIFIER NUMBER.** Subrecipient shall provide the Department with the number registered in the System of Award Management ("SAM") to be used as a Unique Entity Identifier ("UEI") number on all contracts and agreements. The UEI number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current UEI number for the entire Contract Term.

H. **DISASTER RECOVERY PLAN.** Upon request of the Department, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

SECTION 11. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated at least every two (2) years.

SECTION 12. CHANGES AND AMENDMENTS

A. **AMENDMENTS AND CHANGES REQUIRED BY LAW.** Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 12 may be further evidenced in a written amendment.

B. **GENERAL.** Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract.

C. **FACSIMILE SIGNATURES.** If any Party returns an executed copy of an amendment by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

D. **REQUEST.** Written requests for a Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

SECTION 13. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with TXGMS.

SECTION 14. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Subrecipient's can request, and the Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term. Department may issue such corrective actions in accordance with 10 TAC §2.203.

SECTION 15. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this Contract.

SECTION 16. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with 2 CFR Part 200, TXGMS, and 10 TAC §1.404, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase equipment (as defined by TXGMS) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than Ten Thousand and No/100 Dollars (\$10,000.00, unless Subrecipient has received the prior written approval for such purpose). If the Aggregate Supply Level in 10 TAC §1.407(c) is raised during the Contract Term, the new level may be used without an amendment to this Contract.
- C. Subrecipient may not use funds provided under this contract for any vehicle purchase unless Subrecipient has received the prior written approval from the Department for such purchase.
- D. When the Subrecipient no longer needs equipment purchased with CEAP grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CEAP grant funds.

SECTION 17. SUBCONTRACTS

- A. Subrecipient may not subgrant funds under this Contract or subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured subcontractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department.

- B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 17 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 17 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.
- C. Subrecipient represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

SECTION 18. TRAVEL

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to 2 CFR Part 200 (as applicable) and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code "Travel and Subsistence Expenses; Mileage Allowances), or in the absence of such a policy, the State of Texas travel policies under 10 TAC §1.408. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and *per diem* expenses of its board members and employees.

SECTION 19. BONDING AND INSURANCE REQUIREMENTS

- A. PAYMENT AND PERFORMANCE BOND. If Subrecipient will enter into a construction or facility improvements contract with a third-party in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies to the extent required by federal or state law.
- B. INSURANCE. Subrecipient is basically a self-funded entity 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. Subrecipient is encouraged to obtain pollution occurrence. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

SECTION 20. LITIGATION AND CLAIMS

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

SECTION 21. LEGAL AUTHORITY

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

SECTION 22. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE, AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, Chapter 2105 of the Texas Government Code, the State Rules, LIHEAP State Plan, and the certifications attached hereto. Subrecipient represents and warrants that it will comply, and assure the compliance of all its contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency 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 the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 U.S.C. §701, *et seq.*) and HHS's implementing regulations including, without limitation, 2 CFR Parts 182 and 382.

C. LIMITED ENGLISH PROFICIENCY ("LEP"). Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

D. INFORMATION SECURITY AND PRIVACY REQUIREMENTS.

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

E. PREVENTION OF TRAFFICKING. Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq.*). If Subrecipient or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient's rights to any funds shall be terminated.

F. 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.

G. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTRAL 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).

H. 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) or enter into, extend or renew a contract to procure the following covered telecommunications equipment or services:
 - 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.
- e) Systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. **Subcontracts.** Subrecipient must incorporate this prohibition in any contract and require its contractors to incorporate this requirement into any contract.

I. **NOTIFICATION OF INVESTIGATION.** Subrecipient must notify the Department if Subrecipient is under federal or state investigation (by, for example, including, but not limited to, U.S. Department of Health and Human Services, Office of Inspector General and the Office of State Inspector General). Subrecipient must inform the Department in writing of this investigation in accordance with the Notice Provisions in Section 48. Subrecipient must also inform the Department in writing, in accordance with the Notice Provisions in Section 48, of any written requests for information by the State Auditor's Office, the Office of the Attorney General, or any other investigative agency, unless otherwise prohibited by law.

J. **NEVER CONTRACT WITH THE ENEMY ACT.** Subrecipient represents and warrants that it will comply with all applicable standards, orders, or regulations pursuant to 2 CFR §200.215, implementing Never Contract with the Enemy in 2 CFR Part 183.

SECTION 23. 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 and Safety Code, formerly Tex. Rev. Civ. Stat. Ann. Art. 4477-7), as amended by the Resource Conservation and Recovery Act. The Subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire or use products and services that can be reused, refurbished or recycled, contain recycled content, are biobased or are energy and water efficient, and are sustainable.

SECTION 24. PREVENTION OF WASTE, 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 systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- C. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

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 25. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

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

SECTION 26. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipient shall, in addition to the requirements of this Section 26, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

F. Subrecipient represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR §200.112.

G. 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.

H. 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. Further, Subrecipient represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Contract, Subrecipient shall promptly notify Department.

SECTION 27. POLITICAL ACTIVITY AND LEGISLATIVE ACTIVITY PROHIBITED

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information.
- B. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information.
- C. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.
- D. BYRD ANTI-LOBBYING AMENDMENT. 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 Subrecipient 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.
- E. LOBBYING EXPENDITURE RESTRICTION. 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 28. NON-DISCRIMINATION AND EQUAL ACCESS

- A. DISCRIMINATION PROHIBITED. 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. ACCESSIBILITY. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and (ii) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36. Subrecipient shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipient is also required to provide reasonable accommodations for a Persons with a Disability.
- C. AGE DISCRIMINATION. Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107).
- D. SUBCONTRACTS. Subrecipient will include the substance of this Section 28 in all subcontracts.

SECTION 29. DEBARRED AND SUSPENDED PARTIES; EXCLUDED PARTIES

A. **DEBARRED AND SUSPENDED PARTIES.** By signing this Contract, Subrecipient certifies that none of its principal employees, board members, agents, or contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as provided 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 D and incorporated herein for all relevant purposes. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management ("SAM") at www.sam.gov and including a copy of the results in its project files. After said verification, Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors during the term of the subcontractor's agreement. Subrecipient may subsequently rely upon a certification of a subcontractor that is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department's determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts," as set out in Addendum D, without modification, and this language under this Section 29, 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 30. INDEMNIFICATION

TO THE EXTENT ALLOWED BY LAW, 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.

SECTION 31. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the U. S. Department of Health and Human Services ("HHS") at 45 CFR Part 87.

SECTION 32. COPYRIGHT

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

SECTION 33. NO WAIVER

- 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, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.
- 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 34. SEVERABILITY

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

SECTION 35. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
3. Addendum C - Certification Regarding Environmental Tobacco Smoke
4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters
5. Addendum E - PRWORA Requirements
6. Exhibit A- Budget

SECTION 36. SPECIAL CONDITIONS

- A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program.
- B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all Households in the Service Area. Subrecipient shall provide Elderly Persons and a Person with a Disability who cannot independently travel to the application site the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 37. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with 10 TAC §6.8.

SECTION 38. USE OF ALCOHOLIC BEVERAGES

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

SECTION 39. FORCE MAJURE

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

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

SECTION 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 in at 10 TAC §1.17.

SECTION 41. OPEN MEETINGS

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 42. TIME IS OF THE ESSENCE

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

SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES

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

SECTION 44. NUMBER, GENDER

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

SECTION 45. CYBERSECURITY TRAINING PROGRAM

- A. 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.
- 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 46. 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 47. 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 48. NOTICE

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

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young, Director of Community Affairs
Telephone: (512) 475-2125
Fax: (512) 475-3935
michael.deyoung@tdhca.texas.gov

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) 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 48.

C. Subrecipient shall provide contact information and required notifications to the Department through the Contract System in accordance with 10 TAC §6.6.

SECTION 49. 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 50. 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 51. VETERAN IDENTIFICATION IN PROGRAM APPLICATIONS

The program applications 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 52. ASSIGNMENT

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

SECTION 53. TITLES AND HEADINGS

The terms and phrases used in the titles and heading herein have been included for convenience and reference purposes only and shall in no way modify or restrict the scope or intent of any provisions of this Contract.

EXECUTED to be effective on January 01, 2026

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 58260004555
FY 2026 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM A

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

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

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

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 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 \$10,000.00 and not more than \$100,000.00 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 58260004555
FY 2026 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988.: 2 CFR § 182. Sections 182.225, (230), (500) and (505) 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 ten (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 thirty (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 58260004555
FY 2026 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM C

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The undersigned certifies to the following:

Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

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

SUBRECIPIENT:

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

By:

Title:

Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58260004555
FY 2026 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM D

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
- (e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:
 - (1) Is in connection with this award;
 - (2) Reached its final disposition during the most recent five year period; and
 - (3) Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined below;
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000.00 or more or reimbursement, restitution, or damage in excess of \$100,000.00; or
 - iv. Any other criminal, civil, or administrative proceeding if:
 - 1. It could have led to an outcome described in this section (e) paragraph (3) items (i) - (iii) of this award term and condition;
 - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(4) For purposes of section (e) of this certification the following definitions apply:

- i. An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. A "conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

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

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

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

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

LOWER TIER PARTICIPANT/SUBCONTRACTOR:

[Signature]
Printed Name: _____
Title: _____
Date: _____ "

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

SUBRECIPIENT:

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

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58260004555
FY 2026 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM E

PRWORA REQUIREMENTS

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

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

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

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

Subrecipient shall:

- (1) **System Use.**
 - (a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;
 - (b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;
 - (c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;
 - (d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s) 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 E and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;
- (f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;
- (g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;
- (h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Addendum E and the SAVE Program requirements by its authorized agents or designees;
- (i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Addendum E, SAVE Program procedures or other applicable law, regulation or policy; and
- (j) Provide Department and SAVE Monitoring and Compliance with the current e-mail, U.S. postal service address, physical address, name and telephone number Users authorized representative for any notifications, questions or problems that may arise in connection with Users participation in SAVE and with notification of changes in the benefit offered by the User.

(3) Criminal Penalties.

- (a) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.
- (b) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. §552a, 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, Texas 78711-3941
Telephone: (512) 475-2125
michael.deyoung@tdhca.texas.gov

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

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

(6) Certification.

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

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

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

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

SUBRECIPIENT:

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

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58260004555
FY 2026 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT A

BUDGET

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

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 5,490,942.00</u>	CEAP FUNDS CURRENTLY AVAILABLE
<u>\$ 2,500.00</u>	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 396,446.00	-
Direct Services	\$ 5,091,996.00	-
TOTAL CEAP BUDGET	\$ 5,488,442.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 2,207,635.00	43.36
Utility Assistance	\$ 2,207,635.00	43.36
Program Services	\$ 676,726.00	13.29
TOTAL DIRECT SERVICES	\$ 5,091,996.00	100.00

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.22% of the Contract expenditures. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services costs when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

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

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

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

Vendor Refunds

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

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

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



TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Department Director 
DATE: January 9, 2026
RE: FY2026 Comprehensive Energy Assistance Program (CEAP) Contract

RECOMMENDATION

Approve the FY2026 Comprehensive Energy Assistance Program contract #58260004590

BACKGROUND

The Comprehensive Energy Assistance Program (CEAP) assists low-income households with utility payments for electric, gas, and propane services. Priority is given to elderly individuals, persons with disabilities and households with children age five and younger. CEAP services are provided in seven counties: Collin, Cooke, Denton, Fannin, Grayson, Hunt and Rockwall.

DISCUSSION

The Texas Department of Housing and Community Affairs (TDHCA) awarded utility assistance funding through the LIJA Act for FY2026 January 1, 2026 through December 31, 2026.

BUDGET

The total contract amount is \$340,223.00.

BUDGET CATEGORY	FUNDS
Administration	\$ 24,564.00
Direct Services	\$ 315,659.00
TOTAL CEAP BUDGET	\$ 340,223.00

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58960004590
FY 2026 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2601TXLIEI
Award Year (Year of Award from HHS to TDHCA): 2026
Unique Entity Identifier Number: DBJNSNAJZCM6

SECTION 1. PARTIES TO THE CONTRACT

This 2026 Comprehensive Energy Assistance Program (CEAP) Contract Number 58960004590 ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Texoma Council of Governments**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2026**, and, unless earlier terminated, shall end on **December 31, 2026** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA

- A. The following County/Counties constitute the Subrecipient's "Service Area": COLLIN, COOKE, DENTON, FANNIN, GRAYSON, HUNT, ROCKWALL

- B. Subrecipient shall, throughout its Service Area operate a Comprehensive Energy Assistance Program, ("CEAP"), in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. §8621 *et seq.*) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) ("LIHEAP Act"), Chapter 2105 of the Texas Government Code ("State Act"), Chapters 2105 and 2306 of the Texas Government Code ("State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1, Chapter 2 and Subchapters A and C of Chapter 6 of the Texas Administrative Code, as amended or supplemented from time to time (collectively, "State Rules"), the LIHEAP State Plan, 2 CFR Part 200 (as applicable), Subrecipient's "Service Delivery Plan" in accordance with 10 TAC §6.306, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient further agrees to comply with the certifications attached hereto as Addendums A, B, C and D and incorporated herein for all relevant purposes; the Budget attached hereto as Exhibit A and incorporated herein for all relevant purposes, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Addendum E and incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

- C. Subrecipient shall assist "Households" that are "Low-Income" with priority being given in no particular order to "Elderly Persons", "Person with a Disability", Households with a young child 5 years of age or under, Households with "High Energy Burden" and Households with "High Energy Consumption", as said terms are defined in 10 TAC §6.2.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient during the Contract Term for administrative expenditures and program services costs and direct services expenditures in accordance with 10 TAC §6.308, in the amount(s) specified in the Budget attached hereto as Exhibit A.
- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole but reasonable discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.
- C. Subrecipient understands that all obligations of the Department under the Contract are subject to the availability of 2026 CEAP funds. The Contract is subject to termination or cancellation, either in whole or in part, without penalty to Department if such funds become unavailable.
- D. The Contract shall not be construed as creating a debt on behalf of Department in violation of Article III, Section 49a of the Texas Constitution. Subrecipient understands that all obligations of the Department under this Contract are subject to the availability of 2026 funds from the U.S. Department of Health and Human Services ("HHS"). If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- E. Department is not liable for any cost incurred by Subrecipient which:
 1. is subject to reimbursement by a source other than Department;
 2. is for performance of services or activities not authorized by the LIHEAP Act, State Rules, or which is not in accordance with the terms of this Contract;
 3. is not incurred during the Contract Term;
 4. is not reported to Department on a monthly expenditure and performance report within forty-five (45) calendar days following the end of the Contract Term; or
 5. is incurred for the purchase or permanent improvement of real property.
- F. Notwithstanding any other provision of this Contract to the contrary, Department shall only be liable to Subrecipient for allowable costs actually incurred or performances rendered for activities specified in the LIHEAP Act.
- G. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$340,223.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. REQUEST FOR ADVANCE. Subrecipient may request an advance for up to thirty (30) days. Subrecipient's request for cash advance shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient or an advance of Five Thousand and No/100 Dollars (\$5,000.00), whichever is greater. In carrying out the purpose of this Contract, Subrecipient must request an advance payment by submitting a properly completed monthly expenditure and performance report to Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, together with such supporting documentation as the Department may reasonably request.

- B. DISBURSEMENT PROCEDURES. Subrecipient shall establish procedures to minimize the time between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. DEPARTMENT OBLIGATIONS. Subsection 5(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds, if at any time (1) Subrecipient maintains cash balances in excess of need or requests advance payments in excess of thirty (30) days need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, (3) Subrecipient owes the Department funds, or (4) Subrecipient violates any of the terms of this Contract.
- D. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the Low-Income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CEAP contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.
- E. REPAYMENT. Subrecipient shall repay, within fifteen (15) calendar days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.

SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

- A. ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Texas Grant Management Standards Version 2.1 under the authority of Chapter 783 of the Texas Government Code ("TXGMS"). All references therein to "local government" shall be construed to mean Subrecipient.
- B. INDIRECT COST RATE. Subrecipient has an approved indirect cost rate of 30.88%.
- C. AUDIT REQUIREMENTS. Audit requirements are set forth in the Texas Single Audit Act and Subpart F of 2 CFR Part 200. The expenditure threshold requiring an audit is One Million and No/100 Dollars (\$1,000,000.00) of Federal funds.
- D. AUDIT REVIEW. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

E. CERTIFICATION FORM. For any fiscal year ending within or one year after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("FAC") the earlier of 30 calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f), Subrecipient is required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted to by electronic mail to SAandACF@tdhca.texas.gov.

F. 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.

G. SUBCONTRACTS. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

SECTION 7. DEOBLIGATION, TERMINATION, CANCELLATION AND SUSPENSION

A. DEOBLIGATION. The Department may deobligate funds from Subrecipient in accordance with 10 TAC §1.411, 10 TAC §6.304, and Chapter 2105 of the Texas Government Code. The Department may also deobligate funds from this Contract in whole or in part if Subrecipient missing any of the expenditure deadlines listed in this Contract.

B. TERMINATION. Pursuant to 10 TAC §2.203, the Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract.

C. GENERAL. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.

D. SUSPENSION. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review.

E. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of deobligation, termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between the Parties.

- F. LIABILITY. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract or for any costs that are disallowed.
- G. STATEWIDE OR REGIONAL PROVIDER. Department may award deobligated or terminated funds from this Contract to a Statewide or Regional Provider in accordance with 10 TAC §1.411. Subrecipient agrees to provide information as requested by the Department to serve clients in the Service Area.

SECTION 8. ALLOWABLE EXPENDITURES

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 of the Contract and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section 8.
- B. CEAP grant funds allow up to 7.22% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the Budget attached hereto as Exhibit A. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities in accordance with the LIHEAP State Plan.
- C. Administrative and program services activities funds are earned through provision of direct services to clients in accordance with the State Rules. Subrecipient may choose to submit a final budget revision no later than forty-five (45) calendar days prior to the end of the Contract Term to use its administrative and program services funds for direct service categories.
- D. Whenever applicable, all heating and cooling equipment and/or systems must have an Energy Star rating. Heating and cooling equipment must be sized in accordance with Air Conditioning Contractors of America Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies. HVAC contractors must provide a one-year warranty on their work for parts and labor; the period for the warranty shall begin at the completion of installation.

SECTION 9. RECORDKEEPING REQUIREMENTS

- A. GENERAL. Subrecipient shall comply with all the record keeping requirements set forth below and shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with TXGMS. Subrecipient agrees to comply with any changes to the TXGMS recordkeeping requirements. For purposes of compliance monitoring, all associated documentation must be readily available, whether stored electronically or hard copy to demonstrate compliance with Subrecipient Performance as outlined in Section 3.

B. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act. 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 of Texas. A request to the Subrecipient for public information shall be communicated to the Department's contact identified in this Contract, by the close of business on the following business day after the request is received. Subrecipient shall not provide to the requestor any information that was written, produced, collected, assembled, or maintained under this Contract, but shall respond to the requestor that the request has been forwarded to the Department for processing. After gathering all information that is responsive to the request, but in no event later than five (5) business days after receiving the information request, Subrecipient shall send the information to the Department. Subrecipient shall timely contact the Department if there will be any delay in sending the information request or responsive documents to the Department.

C. ACCESS TO RECORDS. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the Office of Inspector General, the State Auditor's Office, the HHS Office of the Inspector General, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection C.

D. RECORD RETENTION. Subrecipient represents and warrants its compliance with the records retention requirements of 2 CFR §200.334. The Department reserves the right to direct a Subrecipient to retain documents for a longer period of time or transfer certain records to the 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; or (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.

E. CLIENT FILES. Subrecipient shall maintain a client file system to document direct services rendered. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed. Each client file shall contain the following:

1. Client application containing all Department requirements;
2. Documentation/verification of client income for the thirty (30) days preceding their application for all Household members eighteen (18) years and older, or Declaration of Income Statement ("DIS") (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the use of the form;

3. Priority rating form;
4. Case notes sufficient to document that program service activity has occurred;
5. Household Status Verification Form for all Household members; and
6. SAVE printout (if applicable);
7. Copy of client's utility bill(s);
8. Energy consumption history for previous twelve (12) months (all fuel types) or Department approved Alternative Billing Method;
9. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
10. Documentation of benefits determination;
11. Any documentation required by directives provided by the Department;
12. Notice of Denial Form (if applicable); and
13. Right of appeal and procedures for denial or termination of services (if applicable).

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

SECTION 10. REPORTING REQUIREMENTS

- A. REPORTING COMPLIANCE. Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.
- B. FUNDING REPORT. By the fifteenth (15th) of each month, Subrecipient shall electronically submit to Department, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month.
- C. INVENTORY. In accordance with 10 TAC §1.407, Subrecipient shall submit to Department, no later than forty-five (45) calendar days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$10,000.00 and/or a useful life of more than one (1) year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. If the Aggregate Supply Level in 10 TAC §1.407(c) is raised during the Contract Term, the new level may be used without an amendment to this Contract. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the Subrecipient that provides CEAP services in the Service Area.
- D. FINAL REPORTS. Subrecipient shall electronically submit to Department, no later than forty-five (45) calendar days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within forty-five (45) calendar days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.
- E. HOUSEHOLD DATA. By the 15th of each month, Subrecipient shall electronically upload data on Households served in the previous month into the CA Performance Measures Module located in the Community Affairs Contract System.

F. DEFAULT. If Subrecipient fails to submit within forty-five (45) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, deobligate, withhold, or suspend any or all payments otherwise due or requested by Subrecipient hereunder, and/or initiate proceedings to terminate this Contract in accordance with Section 7 of this Contract.

G. UNIQUE ENTITY IDENTIFIER NUMBER. Subrecipient shall provide the Department with the number registered in the System of Award Management ("SAM") to be used as a Unique Entity Identifier ("UEI") number on all contracts and agreements. The UEI number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current UEI number for the entire Contract Term.

H. DISASTER RECOVERY PLAN. Upon request of the Department, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

SECTION 11. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated at least every two (2) years.

SECTION 12. CHANGES AND AMENDMENTS

A. AMENDMENTS AND CHANGES REQUIRED BY LAW. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 12 may be further evidenced in a written amendment.

B. GENERAL. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract.

C. FACSIMILE SIGNATURES. If any Party returns an executed copy of an amendment by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

D. REQUEST. Written requests for a Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

SECTION 13. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with TXGMS.

SECTION 14. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Subrecipient's can request, and the Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term. Department may issue such corrective actions in accordance with 10 TAC §2.203.

SECTION 15. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this Contract.

SECTION 16. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with 2 CFR Part 200, TXGMS, and 10 TAC §1.404, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase equipment (as defined by TXGMS) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than Ten Thousand and No/100 Dollars (\$10,000.00, unless Subrecipient has received the prior written approval for such purpose). If the Aggregate Supply Level in 10 TAC §1.407(c) is raised during the Contract Term, the new level may be used without an amendment to this Contract.
- C. Subrecipient may not use funds provided under this contract for any vehicle purchase unless Subrecipient has received the prior written approval from the Department for such purchase.
- D. When the Subrecipient no longer needs equipment purchased with CEAP grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CEAP grant funds.

SECTION 17. SUBCONTRACTS

- A. Subrecipient may not subgrant funds under this Contract or subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured subcontractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department.

- B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 17 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 17 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.
- C. Subrecipient represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

SECTION 18. TRAVEL

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to 2 CFR Part 200 (as applicable) and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code "Travel and Subsistence Expenses; Mileage Allowances), or in the absence of such a policy, the State of Texas travel policies under 10 TAC §1.408. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and *per diem* expenses of its board members and employees.

SECTION 19. BONDING AND INSURANCE REQUIREMENTS

- A. PAYMENT AND PERFORMANCE BOND. If Subrecipient will enter into a construction or facility improvements contract with a third-party in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies to the extent required by federal or state law.
- B. INSURANCE. Subrecipient is basically a self-funded entity 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. Subrecipient is encouraged to obtain pollution occurrence. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

SECTION 20. LITIGATION AND CLAIMS

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

SECTION 21. LEGAL AUTHORITY

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

SECTION 22. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE, AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, Chapter 2105 of the Texas Government Code, the State Rules, LIHEAP State Plan, and the certifications attached hereto. Subrecipient represents and warrants that it will comply, and assure the compliance of all its contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency 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 the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 U.S.C. §701, *et seq.*) and HHS's implementing regulations including, without limitation, 2 CFR Parts 182 and 382.

C. LIMITED ENGLISH PROFICIENCY ("LEP"). Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

D. INFORMATION SECURITY AND PRIVACY REQUIREMENTS.

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

E. PREVENTION OF TRAFFICKING. Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq.*). If Subrecipient or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient's rights to any funds shall be terminated.

F. 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.

G. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTRAL 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).

H. 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) or enter into, extend or renew a contract to procure the following covered telecommunications equipment or services:
 - 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.
- e) Systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. **Subcontracts.** Subrecipient must incorporate this prohibition in any contract and require its contractors to incorporate this requirement into any contract.

I. **NOTIFICATION OF INVESTIGATION.** Subrecipient must notify the Department if Subrecipient is under federal or state investigation (by, for example, including, but not limited to, U.S. Department of Health and Human Services, Office of Inspector General and the Office of State Inspector General). Subrecipient must inform the Department in writing of this investigation in accordance with the Notice Provisions in Section 48. Subrecipient must also inform the Department in writing, in accordance with the Notice Provisions in Section 48, of any written requests for information by the State Auditor's Office, the Office of the Attorney General, or any other investigative agency, unless otherwise prohibited by law.

J. **NEVER CONTRACT WITH THE ENEMY ACT.** Subrecipient represents and warrants that it will comply with all applicable standards, orders, or regulations pursuant to 2 CFR §200.215, implementing Never Contract with the Enemy in 2 CFR Part 183.

SECTION 23. 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 and Safety Code, formerly Tex. Rev. Civ. Stat. Ann. Art. 4477-7), as amended by the Resource Conservation and Recovery Act. The Subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire or use products and services that can be reused, refurbished or recycled, contain recycled content, are biobased or are energy and water efficient, and are sustainable.

SECTION 24. PREVENTION OF WASTE, 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 systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- C. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

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 25. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

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

SECTION 26. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipient shall, in addition to the requirements of this Section 26, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

F. Subrecipient represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR §200.112.

G. 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.

H. 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. Further, Subrecipient represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Contract, Subrecipient shall promptly notify Department.

SECTION 27. POLITICAL ACTIVITY AND LEGISLATIVE ACTIVITY PROHIBITED

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information.
- B. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information.
- C. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.
- D. BYRD ANTI-LOBBYING AMENDMENT. 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 Subrecipient 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.
- E. LOBBYING EXPENDITURE RESTRICTION. 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 28. NON-DISCRIMINATION AND EQUAL ACCESS

- A. DISCRIMINATION PROHIBITED. 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. ACCESSIBILITY. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and (ii) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36. Subrecipient shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipient is also required to provide reasonable accommodations for a Persons with a Disability.
- C. AGE DISCRIMINATION. Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107).
- D. SUBCONTRACTS. Subrecipient will include the substance of this Section 28 in all subcontracts.

SECTION 29. DEBARRED AND SUSPENDED PARTIES; EXCLUDED PARTIES

A. **DEBARRED AND SUSPENDED PARTIES.** By signing this Contract, Subrecipient certifies that none of its principal employees, board members, agents, or contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as provided 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 D and incorporated herein for all relevant purposes. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management ("SAM") at www.sam.gov and including a copy of the results in its project files. After said verification, Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors during the term of the subcontractor's agreement. Subrecipient may subsequently rely upon a certification of a subcontractor that is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department's determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts," as set out in Addendum D, without modification, and this language under this Section 29, 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 30. INDEMNIFICATION

TO THE EXTENT ALLOWED BY LAW, 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.

SECTION 31. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the U. S. Department of Health and Human Services ("HHS") at 45 CFR Part 87.

SECTION 32. COPYRIGHT

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

SECTION 33. NO WAIVER

- 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, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.
- 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 34. SEVERABILITY

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

SECTION 35. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
3. Addendum C - Certification Regarding Environmental Tobacco Smoke
4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters
5. Addendum E - PRWORA Requirements
6. Exhibit A- Budget

SECTION 36. SPECIAL CONDITIONS

- A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program.
- B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all Households in the Service Area. Subrecipient shall provide Elderly Persons and a Person with a Disability who cannot independently travel to the application site the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 37. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with 10 TAC §6.8.

SECTION 38. USE OF ALCOHOLIC BEVERAGES

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

SECTION 39. FORCE MAJURE

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

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

SECTION 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 in at 10 TAC §1.17.

SECTION 41. OPEN MEETINGS

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 42. TIME IS OF THE ESSENCE

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

SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES

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

SECTION 44. NUMBER, GENDER

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

SECTION 45. CYBERSECURITY TRAINING PROGRAM

- A. 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.
- 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 46. 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 47. 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 48. NOTICE

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

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young, Director of Community Affairs
Telephone: (512) 475-2125
Fax: (512) 475-3935
michael.deyoung@tdhca.texas.gov

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) 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 48.

C. Subrecipient shall provide contact information and required notifications to the Department through the Contract System in accordance with 10 TAC §6.6.

SECTION 49. 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 50. 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 51. VETERAN IDENTIFICATION IN PROGRAM APPLICATIONS

The program applications 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 52. ASSIGNMENT

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

SECTION 53. TITLES AND HEADINGS

The terms and phrases used in the titles and heading herein have been included for convenience and reference purposes only and shall in no way modify or restrict the scope or intent of any provisions of this Contract.

EXECUTED to be effective on January 01, 2026

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 58960004590
FY 2026 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM A

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

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

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

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 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 \$10,000.00 and not more than \$100,000.00 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 58960004590
FY 2026 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988.: 2 CFR § 182. Sections 182.225, (230), (500) and (505) 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 ten (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 thirty (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 58960004590
FY 2026 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM C

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The undersigned certifies to the following:

Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

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

SUBRECIPIENT:

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

By:

Title:

Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58960004590
FY 2026 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM D

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
- (e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:
 - (1) Is in connection with this award;
 - (2) Reached its final disposition during the most recent five year period; and
 - (3) Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined below;
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000.00 or more or reimbursement, restitution, or damage in excess of \$100,000.00; or
 - iv. Any other criminal, civil, or administrative proceeding if:
 - 1. It could have led to an outcome described in this section (e) paragraph (3) items (i) - (iii) of this award term and condition;
 - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(4) For purposes of section (e) of this certification the following definitions apply:

- i. An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. A "conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

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

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

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

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

LOWER TIER PARTICIPANT/SUBCONTRACTOR:

[Signature]
Printed Name: _____
Title: _____
Date: _____ "

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

SUBRECIPIENT:

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

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58960004590
FY 2026 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM E

PRWORA REQUIREMENTS

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

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

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

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

Subrecipient shall:

- (1) **System Use.**
 - (a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;
 - (b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;
 - (c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;
 - (d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s) 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 E and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;
- (f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;
- (g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;
- (h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Addendum E and the SAVE Program requirements by its authorized agents or designees;
- (i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Addendum E, SAVE Program procedures or other applicable law, regulation or policy; and
- (j) Provide Department and SAVE Monitoring and Compliance with the current e-mail, U.S. postal service address, physical address, name and telephone number Users authorized representative for any notifications, questions or problems that may arise in connection with Users participation in SAVE and with notification of changes in the benefit offered by the User.

(3) Criminal Penalties.

- (a) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.
- (b) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. §552a, 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, Texas 78711-3941
Telephone: (512) 475-2125
michael.deyoung@tdhca.texas.gov

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

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

(6) Certification.

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

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

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

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

SUBRECIPIENT:

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

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58960004590
FY 2026 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT A

BUDGET

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

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 340,223.00 CEAP FUNDS CURRENTLY AVAILABLE

TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 24,564.00	-
Direct Services	\$ 315,659.00	-
TOTAL CEAP BUDGET	\$ 340,223.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 136,854.00	43.36
Utility Assistance	\$ 136,854.00	43.36
Program Services	\$ 41,951.00	13.29
TOTAL DIRECT SERVICES	\$ 315,659.00	100.00

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.22% of the Contract expenditures. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services costs when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

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

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

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

Vendor Refunds

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

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

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



TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Director 
DATE: January 5, 2026
RE: Program Year (PY) 2026 Community Services Block Grant (CSBG) Contract

RECOMMENDATION

Approve the 2026 the Community Services Block Grant (CSBG) contract from Texas Department of Housing and Community Affairs (TDHCA), Contract No. 61260004650.

BACKGROUND

The Community Services Block Grant (CSBG) program provides funding to support a broad range of services and activities designed to address the causes and conditions of poverty. Eligible activities include, but are not limited to, employment and education support, household budgeting and income management, access to safe and affordable housing, improved nutrition, emergency services, and health-related supports.

DISCUSSION

Texoma Council of Governments (TCOG) will utilize CSBG funds to support staffing necessary to deliver direct services to eligible low-income households and to mobilize resources and strategies aimed at revitalizing low-income communities throughout the Texoma region.

The PY 2026 CSBG contract period is 12 months, covering January 1, 2026 through December 31, 2026. Service area: Cooke, Fannin, and Grayson counties.

BUDGET

The first budget allocation for 2026 is \$88,120.00

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61260004650
FY 2026 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2601TXCOSR
Award Year (Year of Award from HHS to TDHCA): 2026
Unique Entity Identifier Number: DBJNSNAJZCM6

SECTION 1. PARTIES TO THE CONTRACT

This 2026 Community Services Block Grant Program Contract Number 61260004650 ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, ("Department") and Texoma Council of Governments, a political subdivision of the State of Texas ("Subrecipient") hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2026**, and, unless earlier terminated, shall end on **December 31, 2026** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA

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

B. Subrecipient shall, throughout its Service Area, implement a Community Service Block Grant Program ("CSBG") in accordance with the provisions of Chapter 106 of the Community Services Block Grant Act (42 U.S.C. §9901 et seq.) ("CSBG Act"), as amended by the "Community Services Block Grant Amendments of 1994" (Public Law 103-252) and the Coats Human Services Reauthorization Act of 1998 (Public Law 105-285); Chapters 2105 and 2306 of the Texas Government Code ("State Act"); the implementing State regulations under Title 10, Part 1, Chapter 1, Chapter 2, and Chapter 6, Subchapters A and B of the Texas Administrative Code, as amended or supplemented from time to time ("CSBG State Rules"); and the Department's guidance related to CSBG. Subrecipient further agrees to comply with the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements attached hereto as Addendum A, Certification Regarding Drug-Free Workplace Requirements attached hereto as Addendum B, Certification Regarding Environmental Tobacco Smoke attached hereto as Addendum C, Certification Regarding Debarment, Suspension and Other Responsibility Matter attached hereto as Addendum D and Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CSBG attached hereto as Addendum E; the assurances, certifications, and all other statements made by Subrecipient in its application for funding under this Contract; and with all other terms, provisions, and requirements herein set forth. The Certifications attached hereto as Addendums A, B, C, D and E are incorporated herein for all relevant purposes.

- C. Subrecipient shall operate on an equitable basis throughout Subrecipient's Service Area and shall utilize funds for the reduction of poverty, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient in accordance with the Organizational Standards adopted by the Department and as further reflected in 10 TAC §6.206. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §§9901, 9907 excluding subsection (c), and 9908.
- D. Subrecipient agrees to perform all activities in accordance with the Community Action Plan, in accordance with Section 34 of this Contract, the terms of the performance statement and budget submitted with the Community Action Plan approved by the Department (as may be amended in writing).
- E. This Contract is not a research and development contract per 2 CFR Part 200.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term in an amount up to **\$88,120.00** in accordance with the budget as approved by the Department in the Community Action Plan (as may be amended in writing), and the terms of this Contract.
- B. Any decision to obligate additional funds shall be made in writing by Department in its sole but reasonable discretion based upon the status of funding under grants to Department and Subrecipient's overall compliance with the terms of this Contract.
- C. This Contract shall not be construed as creating a debt on behalf of Department in violation of Article III, Section 49a of the Texas Constitution. Department's obligations under this Contract are contingent upon the actual receipt and availability by the Department of adequate 2026 CSBG funds from the U.S. Department of Health and Human Services ("HHS") and the State of Texas. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- D. Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:
 1. have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;
 2. are not allowable costs, as set forth in the CSBG Act;
 3. are not strictly in accordance with the terms of this Contract, including the addendums and exhibits;
 4. have not been reported to Department within forty-five (45) calendar days following termination of this Contract;
 5. are incurred after the Subrecipient is no longer an Eligible Entity or following termination of this Contract as defined in Subsection A of Section 7 of this Contract or following termination of this Contract as defined in Subsection A of Section 7 of this Contract; or
 6. are not incurred during the Contract Term; or
 7. are not included in the Community Action Plan.

E. Notwithstanding any other provision of this Contract to the contrary, Department shall only be liable to Subrecipient for allowable costs actually incurred or performances rendered for activities specified in the CSBG Act.

SECTION 5. PAYMENT/CASH BALANCES

A. **REQUEST FOR ADVANCE.** Subrecipient may request an advance for up to thirty (30) days. Subrecipient's request for cash advance shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient or an advance of Five Thousand and No/100 Dollars (\$5,000.00), whichever is greater. In carrying out the purpose of this Contract. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, together with such supporting documentation as the Department may reasonably request.

B. **DISBURSEMENT PROCEDURES.** Subrecipient shall establish procedures to minimize the time between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

C. **DEPARTMENT OBLIGATIONS.** Section 5(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if at any time (1) Subrecipient maintains cash balances in excess of need or requests advance payments in excess of thirty (30) days need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, (3) Subrecipient owes the Department funds, or (4) Subrecipient violates any of the terms of this Contract.

D. **ALLOWABLE EXPENSES.** All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CSBG contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.

E. **REFUND.** Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment. Subrecipient shall make such refund within fifteen (15) calendar days after the Department's request.

F. **REPAYMENT.** Subrecipient shall repay funds that the Department determines has not been spent strictly in accordance with the terms of this Contract and by which the period of obligation has expired. Subrecipient shall make such repayment within fifteen (15) calendar days after the Department's request.

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

A. **ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES.** Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the state Texas Grant Management Standards 2.1, under the authority of Chapter 783 of the Texas Government Code ("TXGMS"), except as preempted by Cost Principles of Subpart E of 2 CFR Part 200 which apply to Subrecipient of Community Services Block Grant funds pursuant to 42 U.S.C. §9916(a)(1)(B). All references in TXGMS to "local government" shall be construed to mean Subrecipient.

B. **INDIRECT COST RATE.** Subrecipient has an approved indirect cost rate of **30.88%**.

C. **AUDIT REQUIREMENTS.** Audit requirements are set forth in the Texas Single Audit Act and Subpart F of 2 CFR Part 200. The expenditure threshold requiring an audit is One Million and No/100 Dollars (\$1,000,000.00) of Federal funds.

D. **AUDIT REVIEW.** Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

E. **CERTIFICATION FORM.** For any fiscal year ending within or one (1) year after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("FAC") the earlier of thirty (30) calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f), Subrecipient is required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted to SAandACF@tdhca.texas.gov.

F. **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 subaward under the Contract. The acceptance of funds by the Subrecipient or any other entity or person directly under the Contract or indirectly through a subaward 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 subawardees through the contract and the requirement to cooperate is included in any subgrant or subcontract it awards.

G. **SUBAWARD.** The Subrecipient shall include language in any subaward 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. Subrecipient represents and warrants that it will monitor the activities of the subawardee as necessary to ensure that the subaward or subcontract 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.

SECTION 7. TERMINATION AND SUSPENSION

- A. **TERMINATION.** Pursuant to 10 TAC §§2.202 and 2.203 and subject to the CSBG Act/IM-116, Department may seek to terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of this Contract. Termination of this Contract becomes final the earliest of the following: (1) thirty (30) days following the Department's Board action terminating or reducing funding, or if review by the Secretary of HHS is initiated under 42 USC §9915(b), within thirty (30) days of the Department's Board action, (2) ninety (90) days after the Secretary of HHS receives from the state all necessary documentation relating to the determination to terminate this Contract, or (3) the earlier date of a decision by the Secretary of HHS sustaining the termination decision.
- B. **SUSPENSION.** As per 10 TAC §§2.202 and 2.203 and Chapter 7 of the Texas Administrative Code and subject to the CSBG Act/IM-116, Department may suspend this Contract, in whole or in part, at any time Department determines that there is cause for suspension. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract, or on a single audit review.
- C. **LIABILITY.** Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract, or for any costs that are disallowed.
- D. **WITHHOLDING OF PAYMENTS.** Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between the Parties.

SECTION 8. PROHIBITED USE OF FUNDS

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

SECTION 9. RECORDKEEPING REQUIREMENTS

- A. **GENERAL.** Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the TXGMS. Subrecipient agrees to comply with any changes to the TXGMS recordkeeping requirements. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.

B. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records confidential by law, are subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act. 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 accepted 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 of Texas. A request to the Development Owner for public information shall be communicated to the Department's contact identified in this Contract, by the close of business on the following business day after the request is received. Development Owner shall not provide to the requestor any information that was written, produced, collected, assembled, or maintained under this Contract, but shall respond to the requestor that the request has been forwarded to the Department for processing. After gathering all information that is responsive to the request, but in no event later than five (5) business days after receiving the information request, Development Owner shall send the information to the Department. Development Owner shall timely contact the Department if there will be any delay in sending the information request or responsive documents to the Department.

C. ACCESS TO RECORDS. Subrecipient shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, the Office of Inspector General, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection C.

D. RECORD RETENTION. Subrecipient represents and warrants its compliance with the records retention requirements of 2 CFR §200.334. The Department reserves the right to direct a Subrecipient to retain documents for a longer period of time or transfer certain records to the Department custody when it is determined the records possess longer term retention value. Subrecipient must include the substance of this clause in all subawards and subcontracts. Sub recipient 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, negotiations, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; or (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.

E. SUBAWARDS AND SUBCONTRACTS. Subrecipient shall include the substance of this Section 9 in all subawards and subcontracts.

SECTION 10. REPORTING REQUIREMENTS

A. GENERAL. Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section 10.

B. **EXPENDITURE REPORTS.** By the fifteenth (15th) of each month, Subrecipient shall electronically submit an Expenditure and Performance Report to the Department of all expenditures of funds and clients served under this Contract during the previous month, regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Performance and Expenditure report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review in accordance with the State CSBG Rules.

C. **FINAL REPORTS.** Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Term. Subrecipient must file a final Performance and Expenditure report within forty-five (45) calendar days after the end of the Contract Term prior to accessing funds in the subsequent fiscal year.

D. **HOUSEHOLD DATA.** By the fifteenth (15th) of each month, Subrecipient shall electronically upload data on Households served in the previous month into the CA Performance Measures Module located in the Community Affairs Contact System.

E. **INVENTORY.** Subrecipient shall submit to Department no later than forty five (45) calendar days after the end of the Contract Term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more and/or a useful life of more than one (1) year, if purchased in whole or in part with funds received under this or previous CSBG Contracts. The inventory shall reflect the tools and equipment on hand as of the last day of the Contract Term. If the Aggregate Supply Level in 10 TAC §1.407(c) is raised during the Contract Term, the new level may be used without an amendment to this Contract. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department.

F. **DEFAULT.** If Subrecipient fails to submit within forty-five (45) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract in accordance with Section 7 of this Contract.

G. **UNIQUE ENTITY IDENTIFIER NUMBER.** Subrecipient shall provide the Department with the number registered in the System of Award Management ("SAM") to be used as the Unique Entity Identifier ("UEI") number on all contracts and agreements. The UEI number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current UEI number for the entire Contract Term.

H. **DISASTER RECOVERY PLAN.** Upon request of the Department, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

I. **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.

SECTION 11. CHANGES AND AMENDMENTS

A. **AMENDMENTS AND CHANGES REQUIRED BY LAW.** Any change, addition, or deletion to the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulations without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 11 of this Contract may be further evidenced in a written amendment.

- B. **GENERAL.** Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract not required by a change in state or federal law or regulation shall be in writing and executed by both Parties to this Contract.
- C. **FACSIMILE SIGNATURES.** If any Party returns an executed copy of an amendment by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- D. **REQUEST.** The Department must receive any Contract amendment requests in writing, and such requests must adhere to 10 TAC §6.3(e)(1).

SECTION 12. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the state TXGMS, 2 CFR §200.80, and 10 TAC §6.205(c).

SECTION 13. TECHNICAL ASSISTANCE AND MONITORING

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

SECTION 14. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this Contract. The Department acknowledges governmental entities cannot create an unfunded debt pursuant to the Texas Constitution.

SECTION 15. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with 2 CFR Part 200, TXGMS, and 10 TAC §1.404, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase equipment (as defined by TXGMS) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than Ten Thousand and No/100 Dollars (\$10,000.00), or on any vehicle purchase unless Subrecipient has received the prior written approval from the Department for such purchase.

C. When the Subrecipient no longer needs equipment purchased with CSBG grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CSBG grant funds

SECTION 16. SUBGRANTS AND SUBCONTRACTS

A. Subrecipient may subgrant or subcontract for the delivery of client assistance, provided that such subgrants and subcontracts align with the activities specified in the Community Action Plan referenced in Section 34 of this Contract. Any subgrants must be identified to the Department before contract execution with the subawardee for Previous Participation Review and written approval by the Department. Any subgrant or subcontract for the delivery of client assistance will be subject to monitoring by the Department.

B. In no event shall any provision of this Section 16, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 16 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 16 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

C. Subrecipient represents and warrants that it will maintain oversight to ensure that subgrantees and subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

SECTION 17. TRAVEL

Subrecipient shall adhere to 2 CFR §200.474 and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code "Travel and Subsistence Expenses; Mileage Allowances), or the State of Texas travel policies under 10 TAC §1.408. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

SECTION 18. FIDELITY BOND

Intentionally deleted.

SECTION 19. LITIGATION AND CLAIMS

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

SECTION 20. LEGAL AUTHORITY

- A. **LEGAL AUTHORITY**. Subrecipient represents that it possesses legal authority to apply for the Contract. 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. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. **SUBRECIPIENT ELIGIBILITY**. Subrecipient warrants that it is an eligible entity, including the requirement for a tripartite board, as defined by 42 U.S.C. §9902 and 42 U.S.C. §9910 respectively.
- C. **SIGNATURE AUTHORITY**. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- D. **TERMINATION; LIABILITY**. Department shall have the right to terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 20.
- E. **MERGER; DEFAULT**. Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

SECTION 21. COMPLIANCE WITH LAWS

- A. **FEDERAL, STATE AND LOCAL LAW**. Subrecipient represents and warrants that it will comply, and assure the compliance of all its subgrantees or subcontractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency 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 comply with the CSBG Act, the federal rules and regulations promulgated under the CSBG Act, the State Act, the State CSBG Rules, and the certifications attached hereto. Subrecipient represents and warrants that it will comply, and assure the compliance of all its contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency 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 the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 U.S.C. §701, *et seq.*) and HHS's implementing regulations including, without limitation, 2 CFR Parts 182 and 2429.

C. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipient must take reasonable steps to insure that persons with LEP have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

D. PROTECTED HEALTH INFORMATION. If Subrecipient collects or receives documentation for disability, medical records or any other medical information in the course of administering the CSBG program, Subrecipient shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC §1.24, Chapter 181 of the Texas Health and Safety Code, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 164).

E. INFORMATION SECURITY AND PRIVACY REQUIREMENTS.

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

F. PREVENTION OF TRAFFICKING. Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq.*). If Subrecipient or its subgrantee or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient's rights to any funds shall be terminated.

G. 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) or enter into, extend or renew a contract to procure the following covered telecommunications equipment or services:
 - 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 any entity listed in (a) or (b) above or services that rely on 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.
- e) Systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. Subawards. Subrecipient must incorporate this prohibition in any subgrant and require its subcontractors to incorporate this requirement into any subcontracts.

H. CYBERSECURITY TRAINING PROGRAM. Subrecipient represents and warrants its compliance with Section 2054.5191 or 2054.5192 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

- 1. Subrecipient represents and warrants its compliance with Section 2054.5191 or 2054.5192 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.
- 2. 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.

I. 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.

J. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARIABLE 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.

K. 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.

L. PROCUREMENT OF RECOVERED MATERIALS. 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.

M. 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).

N. NOTIFICATION OF INVESTIGATION. Subrecipient must notify the Department if Subrecipient is under federal or state investigation (by, for example, including, but not limited to, U.S. Department of Health and Human Services, Office of Inspector General and the Office of State Inspector General). Subrecipient must inform the Department in writing of this investigation in accordance with the Notice Provisions in Section 41. Subrecipient must also inform the Department in writing, in accordance with the Notice Provisions in Section 41, of any written requests for information by the State Auditor's Office, the Office of the Attorney General, or any other investigative agency, unless otherwise prohibited by law.

O. NEVER CONTRACT WITH THE ENEMY ACT. Subrecipient represents and warrants that it will comply with all applicable standards, orders, or regulations pursuant to 2 CFR §200.215, implementing Never Contract with the Enemy in 2 CFR Part 183.

SECTION 22. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT. 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 systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subgrantees, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

C. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.

D. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 23. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

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

SECTION 24. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract. In addition, the written standards must meet the requirements in 2 CFR §200.318.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. This also applies to the procurement of goods and services under 24 CFR §§200.317 and 200.318.
- 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. Subrecipients 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. Further, Subrecipient represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Contract, Subrecipient shall promptly notify Department.

SECTION 25. POLITICAL ACTIVITY AND LEGISLATIVE INFLUENCE PROHIBITED

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

C. BYRD ANTI-LOBBYING AMENDMENT. Subrecipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this grant. If non-federal funds are used by Subrecipient to conduct such lobbying activities, Subrecipient shall promptly file the prescribed disclosure form. In accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352(b)(5)), Subrecipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement

D. LOBBYING EXPENDITURE RESTRICTION. 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.

E. POLITICAL POLLING PROHIBITION. Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling without written permission from the Department

SECTION 26. NONDISCRIMINATION AND EQUAL ACCESS

A. DISCRIMINATION PROHIBITED. 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, nation origin, sex or religion.

B. ACCESSIBILITY. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36. Subrecipient shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipient is also required to provide reasonable accommodations for persons with disabilities.

C. AGE DISCRIMINATION. Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107).

D. SUBGRANTS AND SUBCONTRACTS. Subrecipient will include the substance of this Section 26 in all subgrants and subcontracts.

SECTION 27. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source or in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this Contract never been executed.

SECTION 28. DEBARRED AND SUSPENDED PARTIES; EXCLUDED PARTIES

A. **DEBARRED AND SUSPENDED.** By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not suspended or debarred from doing business with the state or federal government as listed 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. Subrecipient and its principals are not 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 D and incorporated herein for all relevant purposes. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management ("SAM") at www.sam.gov and including a copy of the results in its project files. After said verification, Subrecipient may decide the frequency by which it determines the eligibility of its subcontractor during the term of subcontractor's agreement. Subrecipient may subsequently rely upon a certification of a subcontractor that is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department's determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts," as set out in Addendum D, without modification, and this language under this Section 28, in all its subcontracts.

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 Treasury, Office of Foreign Assets Control.

SECTION 29. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the U. S. Department of Health and Human Services ("HHS") at 45 CFR Part 87.

SECTION 30. COPYRIGHT

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

SECTION 31. NO WAIVER

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

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

SECTION 33. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
 1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
 3. Addendum C - Certification Regarding Environmental Tobacco Smoke
 4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters
 5. Addendum E - Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CSBG

SECTION 34. COMMUNITY ACTION PLAN

- A. As a condition of receipt of continued funding under the Act and as further described in 10 TAC §6.206, Subrecipient shall submit annually by September 1 to the Department a community action plan including National Performance Indicators ("NPI") for the following year's funding that includes:

1. a description of the service delivery system targeted to low-income individuals and families in the Service Area, including homeless individuals and families, migrants, and the elderly poor;
2. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
3. a description of how funding under this Act will be coordinated with other public and private resources; and,
4. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

B. Subrecipient must attain previously identified 2026 NPI targets within 20 percent variance by the end of the Contract Term. Subrecipient must request in writing any adjustment needed to a NPI target to the Department for review and approval no later than July 31, 2026.

C. To retain eligible entity status, Subrecipient will submit every three (3) years a community needs assessment according to Department instructions.

D. To retain eligible entity status, Subrecipient will submit every five (5) years a strategic plan according to Department instructions.

SECTION 35. USE OF ALCOHOLIC BEVERAGES

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

SECTION 36. FORCE MAJURE

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

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

SECTION 37. ALTERNATIVE DISPUTE RESOLUTION

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 38. TIME IS OF THE ESSENCE

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

SECTION 39. COUNTERPARTS AND FACSIMILE SIGNATURES

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

SECTION 40. NUMBER, GENDER

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

SECTION 41. NOTICE

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

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young, Director of Community Affairs
Telephone: (512) 475-3951
Fax: (512) 475-3951
michael.deyoung@tdhca.texas.gov

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) days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 41.

C. Subrecipient shall provide contact information and required notifications to the Department through the Contract System in accordance with 10 TAC §6.6.

SECTION 42. VENUE AND JURISDICTION

The 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 43. APPEALS PROCESS

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

SECTION 44. ASSIGNMENT

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

SECTION 45. INDEMNIFICATION

TO THE EXTENT ALLOWED BY LAW, 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.

SECTION 46. 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 47. VETERAN IDENTIFICATION IN PROGRAM APPLICATIONS

The program applications 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 48. SPECIAL CONDITIONS

Not applicable.

SECTION 49. TITLES AND HEADINGS

The terms and phrases used in the titles and heading herein have been included for convenience and reference purposes only and shall in no way modify or restrict the scope or intent of any provisions of this Contract.

EXECUTED to be effective on January 01, 2026

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 61260004650 FOR THE
FY 2026 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569**

ADDENDUM A

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

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

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

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

By:

Title:

Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61260004650 FOR THE
FY 2026 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569**

ADDENDUM B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988.2 CFR § 182 Sections 182.225, (230), (500) and (505) 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 61260004650 FOR THE
FY 2026 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569**

ADDENDUM C

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The undersigned certifies to the following:

Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

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

SUBRECIPIENT:

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

By:

Title:

Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61260004650 FOR THE
FY 2026 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569**

ADDENDUM D

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
- (e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:
 - (1) Is in connection with this award;
 - (2) Reached its final disposition during the most recent five year period; and
 - (3) Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined below
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damage in excess of \$100,000; or
 - iv. Any other criminal, civil, or administrative proceeding if:
 - 1. It could have led to an outcome described in this section (e) paragraph (3) items (i) - (iii) of this award term and condition;
 - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
 - (4) For purposes of section (e) of this certification the following definitions apply:

i. An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. A "conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

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

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

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

(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOWER TIER PARTICIPANT/SUBCONTRACTOR:

[Signature] _____
Printed Name: _____
Title: _____
Date: _____ "

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

SUBRECIPIENT:

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

By:
Title:
Date:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61260004650 FOR THE
FY 2026 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569**

ADDENDUM E

PRWORA REQUIREMENTS

If an individual is applying for CSBG funds, a Subrecipient must verify that the individual applying for CSBG 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.

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 E and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;
- (f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;
- (g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;
- (h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Addendum E and the SAVE Program requirements by its authorized agents or designees;
- (i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Addendum E, SAVE Program procedures or other applicable law, regulation or policy; and
- (j) Provide Department and SAVE Monitoring and Compliance with the current e-mail, U.S. postal service address, physical address, name and telephone number Users authorized representative for any notifications, questions or problems that may arise in connection with Users participation in SAVE and with notification of changes in the benefit offered by the User.

(3) Criminal Penalties.

(a) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(b) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. §552a, 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

(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, Texas 78711-3941
Telephone: (512) 475-2125
michael.deyoung@tdhca.texas.gov

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

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

(6) Certification.

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

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

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

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

SUBRECIPIENT:

Texoma Council of Governments

a political subdivision of the State of Texas

By:

Title:

Date:



TO: TCOG Governing Board
FROM: Eric Bridges, Executive Director
DATE: January 9, 2026
RE: Household Hazardous Waste Collection and Disposal RFP

RECOMMENDATION

Authorize the Executive Director to enter into an agreement with the household hazardous waste collection and disposal contract as recommended by TCOG's Natural Resources Advisory Committee (NRAC).

BACKGROUND

As part of its TCEQ funded Municipal Solid Waste (MSW) Program, TCOG sought proposals from qualified and experienced contractors to provide Household Hazardous Waste (HHW) collection and disposal services for two regional events scheduled for 2026. These events serve residents across Grayson, Fannin, and Cooke Counties, providing safe, environmentally responsible disposal options for household hazardous materials. The goal is to prevent illegal dumping, protect local waterways, and increase waste diversion in alignment with TCOG's regional solid waste management objectives.

DISCUSSION

The selected contractor will be responsible for all aspects of event planning, collection, handling, transportation, and proper disposal of eligible materials.

BUDGET

\$53,220.72 for FYs 26/27.



TO: TCOG Governing Board
FROM: Cara Lavender, Aging Services Director
THRU: Eric Bridges, Executive Director
DATE: January 9, 2026
RE: Texas Veterans Commission's Fund for Veterans Assistance Grant Program

RECOMMENDATION

Authorize the submission of the Texas Veterans Commission's Fund for Veterans Assistance Grant Program application.

BACKGROUND

The Texas Veterans Commission's Fund for Veterans' Assistance (FVA) provides competitive, cost-reimbursement grants to support programs that deliver direct services to Texas veterans and their families. Eligible projects can include emergency financial assistance, housing repairs and weatherization, mental health counseling, transportation, elder care, and other supportive services that help veterans improve stability and quality of life.

DISCUSSION

If awarded, TCOG's Area Agency on Aging intends to provide direct financial assistance and coordinated support services to economically vulnerable older adult veterans and surviving spouses residing in Fannin, Cooke and Grayson Counties to prevent crisis and stabilize living conditions. Assistance may include rent, mortgage, utilities, grocery costs, transportation assistance, funeral expenses and restorative dental care. This initiative would fill a critical gap by creating the first dedicated financial assistance pathway for aging veterans in the Texoma region. Priority would go to individuals who are low-income, disabled/homebound, without family support or rural with access barriers.

BUDGET

\$143,000.00


**General Assistance Program
Financial Assistance**
Unduplicated Beneficiary Target:
TVC ID:

Start Date: 09-01-2026

End Date: 08-31-2027

ID: R-2025-2018007398

Award Type:
Grant Officer:
Request Status

Draft

Submitted_Eligibility Review

Negotiation

Active

Closed

Status

Submitted_Under Review

▼ Table of Contents

- A. Organization Information
- B. Additional Organization Information
- C. Principal Participants (For Moderator Only)
- Full Application
- D. Summary of Services
- E. Marketing and Outreach
- F. Financial Information
- Budget Tables
- Documents

▼ A. Organization Information
Organization: Texoma Council of Governments

Organization Status: Validated

Primary Contact: Cara Lavender

Primary Signatory: Eric Bridges

Organization Summary

Organization Name	Texoma Council of Governments
EIN	75-1292195
UEI	DBJNSNAJZCM6
Headquarters Address	1117 Gallagher Drive, Suite 470 Sherman, Texas United States
Applicant Type	Unit of Local Government

Organization Name	Texoma Council of Governments
Governing Body	Board of Directors/Board Officers

Email: info@texoma.cog.tx.us

Website: www.tcog.com

Serving Veterans since: 1968-01-23

▼ Organization Addresses

Headquarters Address

1117 Gallagher Drive, Suite 470
Sherman, Texas 75090
United States

Additional Addresses

B. Additional Organization Information

1. What is the organizations mission statement and when was it created or last revised?

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

This has not been altered and is taken directly from the Older Americans Act: Mission of the Area Agency which was created in 1965.

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

2. How did your organization determine the need that this grant proposal will address? What modalities did it use to gather the data and how did it assess the information to ensure the need is present?

The need of grant funding for financial assistance in the Texoma region was determined largely based on the 2024 TVC FVA needs assessment with specifics taken from the Region 8 portion- North Texas. This information further solidifies veteran needs that agency staff encounter when working one-on-one at our office and at community locations where veterans congregate. Utilization of census data, specifically the 2023 5-year data, in our Tri-County area was researched and utilized to determine what percentage of our population declare themselves veteran, their time of service, and their income level.

More than 16,500 veterans reside across Texoma. Approximately 70% of veterans in Region 8: North Texas are over the age of 60. The national percentage of veterans sits at 5.9%, and Texas sits at 6.4%. Two out of our three counties are higher: Fannin: 8.6%, Cooke: 7.6% with over 40% in each county being Vietnam Veterans. While veteran-specific service counts have not been tracked separately in previous program years, Texoma AAA routinely serves older adults with military service backgrounds and has established partnerships and referral pathways with local veteran-serving organizations including VFW posts, American Legion chapters, county VSO's, senior centers, hospitals, and our local Military Veteran Peer Network. Texoma includes a VA hospital system in Bonham (Fannin County) with satellite VA clinics in Grayson and Cooke counties. Many older adults who are veterans have relocated to this area upon retirement to have closer access to the VA hospital and other care providers. Fannin county is home to one of the few VA-funded skilled nursing facilities, Clyde Cosper. There is also a Community Living Center, Sam Rayburn Memorial Veterans Center, located on VA hospital grounds. The Texoma Region holds 3 other VA-contracted facilities as alternative options for those who are service connected. Gainesville, TX (located in Cooke county) is the "Medal of Honor Host City". It is the only official Medal of Honor Host City in the United States, officially honoring living Medal of Honor recipients annually, serving as the nation's leader in Medal of Honor education, and remaining committed to preserving history.

Region-wide, aging veterans face rising housing and utility costs, lack of caregiver supports, transportation barriers, and increased risk of institutionalization or homelessness. Older veterans frequently must choose between medication or food. Currently, no dedicated veteran financial assistance program exists in the region. Adding this service would directly address that unmet need.

When reviewing the needs assessment conducted by Texas Veterans Commission in Region 8, financial assistance was identified, from an organizational perspective, to contribute to an overall barrier to access various services. Our region faces a workforce shortage of service providers, and technology serves as a hindrance particularly for our older veterans. Individuals also reported "information overload" is a common issue and emphasize a need for more centralized resources and better coordination among service organizations. Texoma Area Agency on Aging's main focus is to coordinate care and resources to ensure independence, dignity and safety. Recipients will receive case management style follow up, benefits counseling and resource navigation and referrals to other programs as applicable. Because we are a smaller region, we are able to provide more 1:1 time when providing services, thus lessening potential confusion and overload.

The need for Financial Assistance for covering essential expenses like bills, home repairs, and transportation to medical appointments, was identified by Region 8 veterans in the area's focus group. Though the top three identified needs from veteran respondents were other services, the percentages were low - 20% or less, and TVC was not able to articulate why this Region's responses were so different from other regions across the state, especially when considering conversations had during the focus groups about needs, and the overwhelming organizational response with differing priorities. State-wide, Emergency Financial Support, from an organizational perspective, was among the top grant need areas. Focus group participants noted that organizational grants needed to support veterans for basic living supplies and food, utility, rent and other housing related costs- to prevent homelessness. Small emergency situations that are left unattended could eventually lead to eviction and homelessness.

3. How many grants and total funding has the organization been awarded the current calendar year? :

Texoma Council of Governments (applicant entity) has a total of 23 Grants, totaling \$18,082,757.

Texoma Area Agency on Aging (division of Texoma COG) has a total of 15 grants, totaling \$1,171,678.

4. List the top two funding organizations/agencies, grant(s), award amount, brief description of project.

Texoma Council of Governments two top funded grants for programming:

US Department of Housing and Urban Development, Section 8 Housing Choice Voucher Program (\$10,318,032.00) - The Section 8 program assists very low-income families, the elderly, and individuals with disabilities in affording safe and sanitary housing in the private market.

US Department of Health and Human Services Low-Income Home Energy Assistance Program (\$6,507,950.00) - The Low Income Home Energy Assistance Program provides assistance to low-income households for their energy costs. It helps with home energy bills, energy-related crises, and energy efficiency upgrades through weatherization and minor home repairs. Eligibility is based on household income, and applications are managed at the state and local level.

Texoma Area Agency on Aging's top two funded grants are: (Federal funding from Administration for Community Living)

Title IIIC (Nutrition Services) - \$555,649- this funding is used for congregate meals provided at community senior centers and home delivered meals for homebound individuals. The goal is to reduce hunger, improve socialization and help seniors maintain independence.

Title IIIB (Supportive Services) \$304,111- this funding is provided to states to help older adults maintain their health and remain independent in their homes and communities by supporting programs like in-home assistance, transportation, legal services, case management and community-based social support.

5. Is the organization currently "doing business" with any individual(s) whom is a principal stakeholder or is related to a principal stakeholder of your organization:

No

Page 193

6. Does your organization use contractors to perform duties or services for beneficiaries? If yes, how are contractors vetted to ensure their reliability and safety of the beneficiary:

Texoma Area Agency on Aging has several contracts with outside providers to perform duties and services for our consumers.

Initially Texoma AAA complies with a competitive bidding procedure to promote fair and open competition in the procurement process. AAA requires all for-profit contractors to complete the certification statement on delinquent child support referenced in the Family Code portion of TAC- added in house bill 655, certifying that the individual or business names in the contract is not ineligible to receive the specified grant/payment and acknowledges that payment may be withheld if this certification is inaccurate. This prohibits payment under the contract to a child support obligor who is more than 30 days delinquent.

Texoma Area Agency on Aging uses a combination of desk review processes and on-site reviews, as needed, to monitor subrecipients' activities for program and fiscal compliance. Texoma AAA assesses risks, as applicable, based on timely reports/data, provision of adequate and accurate documentation and client satisfaction data.

Texoma AAA relies on a variety of contractors to provide in-home services such as homemaker, personal assistance, respite care, nutrition, home repairs and educational opportunities to our consumers- predominately Care Coordination and Caregiver Support clients.

Contractors are required to submit invoices to the agency on a monthly basis, along with supporting documentation as it is required for each program. Case managers follow up with clients on a monthly basis to verify that the consumer is receiving the needed service and that they are keeping with program requirements. Consumers are encouraged to provide feedback as to their satisfaction with the service they are receiving. If the contractor is found to not be providing the contracted service adequately, they may be subject to corrective action- ie: residential repair contractors to redo jobs that did not comply with the scope of the requested work or disallow payment.

Each year, typically in the spring, Texoma AAA staff perform a satisfaction survey via phone call of all persons who received services for the prior year. Every staff person provides the same satisfaction survey including information about what specific services they received, whether they were satisfied, if they have any unmet needs

7. What types of services does the organization currently provide to the community in the proposed service area?

Services provided by the Texoma Area Agency on Aging are intended to prolong independent living and autonomy by preventing or delaying entry into a long-term care environment.

Direct Services provided include Aging Administration, Information and Referral Assistance, Data Management, Caregiver Information, Outreach, and Public Information Services.

Services provided directly by 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 Outreach, Medicare Improvement for Patients and Providers Act (MIPPA) outreach and assistance- which provides help to Medicare beneficiaries and Legal Assistance and Awareness which assist with HHSC benefits. Staff provide information about fraud and scams and many other educational opportunities throughout the year.

In-Home services that are authorized by Texoma AAA staff (but provided by outside providers) include congregate and home delivered meals, residential repair, homemaker services, in-home respite, and transportation funding.

Evidenced Based educational programs are offered by AAA staff as well as through our local AgriLife extension partner.

Texoma AAA Ombudsman and Volunteer Ombudsman program provides visitation and advocacy to 41 licensed facilities across our region, ensuring the rights of institutionalized seniors are upheld.

Due to Texoma AAA's current director being a licensed master social worker, the AAA is able to provide caregiver support groups and supportive counseling often making home visits when safety is questionable or the person is homebound.

Texoma Area Agency on Aging utilizes a multi-disciplinary approach in targeting older adults with the greatest psychosocial and economic needs- lower income, limited English, rural areas and those most at risk for institutionalization. Staff provide person-centered care to best serve the autonomy of all that we provide resources to.

8. On average, how many veterans does 1000 the organization serve annually? :

▼ C. Principal Participants (For Moderator Only)

Phone numbers must be formatted as XXX-XXX-XXXX

Grant Program Primary Contact* Cara Lavender

Email: clavender@texoma.cog.tx.us

Phone: 903-813-3575

Executive Director * Eric Bridges

Email: Ebridges@texoma.cog.tx.us

Phone: 903-813-3512

Chief Financial Officer * Mindi Jones

Email: mjones@texoma.cog.tx.us

Phone:

Chief Operations Officer:

Email:

Phone:

Project Manager / Coordinator * Cara Lavender

Email: clavender@texoma.cog.tx.us

Phone: 903-813-3575

Project Accountant * Rodrigo Muyshondt

Email: rmuyshondt@texoma.cog.tx.us

Phone:

Media / Communications Coordinator * Eric Bridges

Email: Ebridges@texoma.cog.tx.us

Phone: 903-813-3512

PER Reporter 1:

Email:

Phone:

PER Reporter 2:

Email:

Phone:

▼ Full Application

▼ D. Summary of Services

1. Proposed Project Service Area(s)* Cooke, Fannin, Grayson

2. Who will the organization provide direct services to under the proposed project? Check boxes below.*

Veterans: Yes

Dependents: No

Surviving Spouses: Yes

Total Number of unduplicated clients to be served.* 150

3. Provide a summary of the service(s) your Organization proposes to provide to clients through this grant*

The Texoma Area Agency on Aging respectfully requests funding from the Texas Veterans Commission to provide direct financial assistance and coordinated support services to economically vulnerable older adult veterans and surviving spouses residing in Fannin, Cooke and Grayson Counties.

Many aging veterans in the Texoma region struggle to meet essential expenses due to fixed incomes, disability-related limitations, rising healthcare costs, and service gaps associated with rural geography.

This new financial assistance program will provide direct support to eligible veterans and surviving spouses to prevent crisis and stabilize living conditions. Assistance may include rent, mortgage, utilities, grocery costs, transportation assistance, funeral expenses and restorative dental care. This initiative would fill a critical gap by creating the first dedicated financial assistance pathway for aging veterans in the Texoma region.

Priority would go to individuals who are low-income, disabled/homebound, without family support or rural with access barriers.

4. Describe how your organization will ensure that beneficiaries reported to FVA are unduplicated. :

There will be one dedicated program coordinator (with a backup for emergencies) assigned to this project. This will prevent confusion and accidental duplication of services. All documentation will be in our Electronic Database as well as kept in paper files (under lock and key). All staff having access to the electronic database would be able to look up the individual and see what services they have been provided, when, and by whom.

Texoma Area Agency on Aging is an established regional leader serving older adults in the community. Texoma AAA has successfully managed federal, state, and foundation-funded programs with strong accountability standard.

5. Describe how the eligibility verification documents are securely maintained :

Texoma AAA has written procedures to adequately assure proper development, maintenance and retention of all financial records, supporting documents, statistical records, and all other records relating to its performance.

The AAA maintains all records for a minimum of 5 years at our central site. All physical files that are kept in office are behind lock and keyed file cabinets that only the director and the necessary staff have access to. When files are no longer needed in the office suite they are kept in labeled shred boxes in a locked storage area that only TCOG Executive Director and Department Directors have access to. These boxes do not leave storage room until they are removed by the shred vendor.

If staff have personal PHI on notes at their desk they are instructed to keep them in a locked area, and not leave them in open areas where someone could gain access to protected information. Staff generally use pseudonyms or initials on notes and when referring out to other agencies for auxiliary needs. When staff have utilized their notes, they are to be shred in the suite.

As for computer technology TCOG and Texoma AAA employees follow procedures to ensure the safety and security of the computing environment. All staff sign an agreement at hire stating that they will comply with all cybersecurity and IT policy and procedure. Our IT provider has implemented a number of protective security measure. ie: Next Generation Firewall w/ Intrusion Detection and Intrusion Prevention, SIEM/Log Management, Web Gateway Security, Encryption Key Management, Advanced Endpoint Detection and Response.

Multi-factor authentication is used for all cloud-based subscriptions under the control of TCOG and for all access to networks, databases and computer systems. TCOG has adopted a "zero trust" policy where no access is trusted until validated, verified and authorized through a suite of tools, applications and code.

For an employee to have remote-access to TCOG resources they must obtain supervisor approval before IT will configure and install the Enclave Agent.

All staff complete annual cyber-security training.

6. What types of eligible beneficiaries from the United States military components will your organization serve with TVC grant funding? (select all that apply)* Veteran

7. Choose the veteran discharge status(es) (Characterization of Service) that your organization will serve with TVC grant funding? (select all that apply)* Honorable, General Under Honorable Conditions, Other Than Honorable Conditions

8. Can beneficiaries request services over the phone?* Yes

If yes, provide phone number for beneficiaries' to contact for application and/or client intake?*

Must be formatted as XXX-XXX-XXXX

9. Can beneficiaries request services or make an appointment online?*

If beneficiaries can make an appointment online, please provide the application link for beneficiaries' to utilize for application and/ or client intake. If awarded a grant, this contact information will be included in FVA's Grantee Directory. *

<https://tcog.com/aaa/>

If awarded this grant, there will be a specific "Veterans Only" form attached to this webpage.

10. Can beneficiaries apply for services via walk-in? *

11. Are services provided by appointment only?*

12. How will beneficiaries be evaluated to determine priority of service?*

13. Once eligibility is determined, how many days will it take for requested services to be provided?*

14. Must beneficiaries have an appointment with an employee/case manager to request/apply for services?

15. If a beneficiary does not provide required documents or information at the first meeting when requesting services how many days will pass until the case manager contacts the beneficiary to follow-up?

▼ E. Marketing and Outreach

1. Describe the organization's marketing and outreach plan. How will your organization conduct marketing to mass audiences promoting grant-funded services in the selected service area (County or Counties)? What marketing techniques will your organization be using to promote grant funded services?

Texoma Area Agency on Aging is deeply rooted in our tri-county region as a respected provider of services. It is a priority to make connections in the community and to maintain rapport with outside connections for the benefit of client service.

Texoma AAA utilizes social media (mostly Facebook) to push out information about events or offerings. We send out emails to partners who also spread the information to their contacts and agency clients.

For the specifics of this grant funding, we will utilize the typical ways we market but will add some specifications to it. AAA has a relationship with our local Military Veteran Peer Network manager, as well as their volunteers. Our local MVPN is extremely active. They have a community location called "Walker House" where veterans go for camaraderie, food, case management, PTSD support groups or other trainings. There are hundreds of people that come through monthly. The AAA has information posted and goes in person at least monthly for outreach. Texoma AAA staff has a weekly "office hours" at our local soup kitchen, where many older homeless veterans go for meals and hygiene. In-person connection will be made with any smaller VA clinics that we have not previously outreached to. All marketing materials associated with this funding will be distributed with all hospitals in the region, including our large VA hospital in Bonham.

Our main provider is Meals on Wheels for home delivered and congregate meals. AAA has utilized their delivery service to spread information to homebound seniors across the region. AAA Director provides education to service providers at regional Homeless Coalition meetings, Social Services Meetings, and often does in-servicing at local in-home care agencies that are VA contracted.

Texoma AAA has held a fan drive and heater drive annually for the past 5 years- utilizing our local VFW Post 2772 as our large distribution site. We attend their steak nights regularly and have made connections with their officer board including Commander and Post Surgeon who frequently release community information and resources.

TCOG, where the AAA is housed, also is home to our region's Section 8 Housing department, who provide VASH vouchers to homeless veterans. This is another strong connection to utilize in spreading the word about this available financial resource.

Texoma AAA and ADRC operate a completed grass-roots funded "Incontinence Supply Bank" out of our office suite, sometimes containing medical equipment items. When individuals need these products they are also given information in a resource bag along with their requested supplies.

As mentioned in TVC needs assessment from the Region 8: North Texas portion, veterans frequently mention wanting to receive information face-to-face, or through word of mouth, especially from another veteran. Utilizing the "Walker House" and local VFW Post meets this need. Because we are a smaller agency-over three counties, we are able to be in our community face-to-face, making home visits, doing presentations and participating in community events- which fits perfectly with the expressed needs of our community veterans.

2. Statewide Service Area - Describe how Veterans across the state will be made aware of your services and how they can apply for services. Answer N/A if not statewide.

N/A

3. How many hours a week, on average, 2 will you conduct in-person outreach within the service area with grant funding?

▼ F. Financial Information

1. Does your organization have the ability to sustain this project without FVA funding?*

Yes

Include what other non-FVA funding (dollar amount) will be available to your organization to sustain this project.

\$23,883.33

2. Does your organization use software to record accounting transactions and manage financial book keeping?*

Yes

What is the name, type, and version of the software?*

MIP Accounting by Momentum 25.4

3. Does your organization have a maximum allowable amount per client? No

4. How often are grant funded expenditures reconciled with the bank account statements, check register, and general ledger? Monthly

5. What controls are in place to ensure grant funded expenditures are recorded, claimed and reconciled?

We reconcile our grants individually on a monthly basis and submit Requests for Reimbursement (RFR) to the granting agencies. We are monitored by each granting agency quarterly or yearly.

6. Has the organization had a Single Audit conducted per 2 CFR 200.501, if yes what year and were there any material weakness or sufficient findings listed, please indentify. :

FYE 2025 (May 1, 2024 - April 30, 2025) - No material weaknesses or findings.

7. Does your organization certify that there are no contingencies, outstanding liabilities or litigation that could affect your organization's financial position during the life cycle of the grant agreement? Yes

Budget Tables

Salary & Fringe Group

Name	Job Title	Annual Salary	% Time to TVC Grant	Total Grant Funded Salary
Cara Lavender	Aging Services Director	\$86,666.13	23%	\$19,499.88
Total Fringe: \$24,225.40		Total Grant Funded Fringe: \$5,450.72		
Social Security: \$6,453.19 Medicare: FICA: \$6,453.19	Health: \$10,534.94 Dental: \$372.08 Vision:	Life: \$78.25 Disability: Worker's Comp: \$720.21	Unemployment: Retirement: \$6,066.73	Parking: Phone:
Total Salary + Fringe: \$24,950.59		Fringe % of Salary: 27.95%		
Detail: Assessing, screening for eligibility, providing financial assistance service to those who qualify, follow up				
Total Salary				\$24,950.59

Travel Group

Category	Unit Cost	# Units	# Staff	Amount Requested
Mileage and Expenses	\$1,000.00	1	1	\$1,000.00
Detail: Travel in region for client home visits at \$0.70 per mile				
Total				\$1,000.00

Supplies Group

Category	Unit Cost	Quantity	Amount Requested	
Office Supplies	\$344.66	1	\$344.66	
Detail: General office supplies - paper, pens/pencils, paperclips, folders, binders, etc.				
Total			\$344.66	

Direct Client Services Group

Category	Unit Cost	Quantity	Amount Requested	
Funeral	\$4,000.00	1	\$4,000.00	
Detail: Will provide assistance to surviving spouses for burial or cremation with a demonstrated need				
Utilities	\$26,704.75	1	\$26,704.75	
Detail: Eligible veterans and surviving spouses with demonstrated need will receive temporary utility assistance to avoid cut off, or to reconnect utilities. Not to exceed \$3000 or a 6 month period of assistance.				
Rent	\$40,000.00	1	\$40,000.00	
Detail: Rental assistance provided short term to eligible veterans and surviving spouses to retain housing and avoid eviction and homelessness. Amount not to exceed \$6000 per household.				
Mortgage	\$10,000.00	1	\$10,000.00	
Detail: Assistance to eligible beneficiaries with mortgage payments that are in arrears not to exceed \$6000 per household				
Transportation - Beneficiary Vehicle	\$5,295.26	1	\$5,295.26	
Detail: Provide financial assistance for transportation costs associated with personal transportation in support of basic needs, work, school or medical appointments. Can be 3 months fuel, repairs up to \$4000, insurance in arrears or loan payments not to exceed \$3000.				
Restorative Dental Care	\$20,000.00	1	\$20,000.00	
Detail: Provide financial assistance with emergency procedures consisting of implants, dentures, fillings, crowns and extractions. Cannot exceed \$2500 per beneficiary.				

Food - Grocery Store	\$2,000.00	1	\$2,000.00	
Detail: Food assistance given to eligible beneficiaries or surviving spouses experiencing food insecurity (perishable or nonperishable-from a grocery store) not to exceed 6 month period.				
Total			\$108,000.01	

Other Direct Cost Group

Category	Unit Cost	Quantity	Amount Requested	
Marketing and Outreach (Media)	\$750.00	1	\$750.00	
Detail: Social Media ads				
Printing (Materials)	\$250.00	1	\$250.00	
Detail: Posters and Flyers				
Total			\$1,000.00	

IDC Group

Category	Amount Requested	
Administrative and Facilities Costs	\$7,704.74	
Detail: Indirect costs are based on the total costs of salaries plus fringe benefits times the indirect rate of 30.88%.		
Total	\$7,704.74	

Total Budget: \$143,000.00

▼ Documents

APPLICATION PACKAGE DOCUMENTS

 Texas SOS Business Authorization Certificate_Response.pdf	
Texas SOS Business Authorization Certificate Added by Eric Bridges at 2:44 PM on December 2, 2025	
 IRS 990 Form_Response.pdf	
IRS-990 Form Added by Eric Bridges at 2:37 PM on December 2, 2025	
 IRS Tax Exempt Determination Letter_Response.pdf	
IRS Tax Exempt Determination Letter Added by Eric Bridges at 2:34 PM on December 2, 2025	



2025.04.30 TCOG Audit Report FINAL.pdf



Compiled Financial Statement

Added by Eric Bridges at 4:42 PM on November 25, 2025



TCOG Liability Insurance_Texas Municipal League Risk Pool.pdf



Professional Liability Insurance

Added by Eric Bridges at 4:41 PM on November 25, 2025



TCOG Board Members_Terms.pdf



Governing Body Members List and Terms

Added by Eric Bridges at 4:31 PM on November 25, 2025



TO: TCOG Governing Board
FROM: Eric Bridges, Executive Director
DATE: January 9, 2026
RE: Texas Regional Broadband Program

RECOMMENDATION

Authorize submission of the Texas Regional Broadband Program Application (TRBP) to the Texas Association of Regional Councils (TARC) **(Application still in development. Will be available for review at the Board meeting)**

BACKGROUND

The Texas Regional Broadband Program is coordinated by the Texas Association of Regional Councils (TARC) in partnership with the Texas Broadband Development Office within the Texas Comptroller of Public Accounts. This program will enhance the capacity of Texas COGs to spearhead regional digital opportunity strategies and local broadband planning. With TARC acting as a pass-through entity, this \$8.75 million dollar investment will enable each COG to lead local planning efforts to foster successful broadband adoption and implementation of digital opportunity initiatives at the regional level.

DISCUSSION

If awarded, this reimbursement grant will provide TCOG a minimum annual allocation of approximately \$107,000.00 for each of the three program years.

BUDGET

\$321,000.00 over three years (beginning February 2026).



office of the
executive director

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TO: TCOG Governing Board
FROM: Eric Bridges, Executive Director *EMB*
DATE: January 18, 2026
RE: TCOG Board Designee and Alternate(s) to Texas Association of Regional Councils

RECOMMENDATION

Appoint a TCOG Board Designee and Alternate(s) to Texas Association of Regional Councils (TARC).

BACKGROUND

The Texas Association of Regional Councils (TARC) is a statewide association of councils of governments, regional planning commissions, development councils, and area councils. TARC provides education, research, and training on behalf of Texas COGs.

DISCUSSION

TARC provides essential support, training, and staff development for TCOG. It is critical for program staff and executive leadership to stay engaged in state and national discussions related to funding and program development for the services we provide.

BUDGET

\$6,817.31 – Annual membership

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office of the
executive director

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TO: TCOG Governing Board
FROM: Mindi Jones, Grant Manager *mj*
DATE: January 15, 2026
RE: FYE 2026 Cost Pool Report and Financial Statements

RECOMMENDATION

Review and accept TCOG's FYE 2026 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: (1) Statement of Authorized Indirect Costs for FYE 4/30/2026 and status report depicting fiscal year budget with fiscal year to date expense and budget balance; (2) Balance Sheet; (3) Statement of Revenues and Expenditures; (4) Status report of General Funds depicting fiscal year budget with fiscal year to date expense and budget balance; and (5) Scorecard.

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100 - General - 41.7%
 10 - Finance and Administration
 10000 - Indirect Pool
 11/01/2025 - 11/30/2025

	Current Month					% of Budget	
	Budget	Actual	Year-to-Date	Budget Balance	Remaining		
INDIRECT SALARY							
Salaries	\$ 428,977.10	\$ 31,223.10	\$ 234,173.25	\$ 194,803.85	45.41%		
FICA/Medicare	\$ 32,816.75	\$ 2,375.00	\$ 17,816.01	\$ 15,000.74	45.71%		
Unemployment Insurance	\$ 276.23	\$ -	\$ -	\$ 276.23	100.00%		
Workers Compensation	\$ 1,669.96	\$ 128.02	\$ 960.15	\$ 709.81	42.50%		
Insurance Health HDHP	\$ 17,701.08	\$ 1,623.08	\$ 11,692.02	\$ 6,009.06	33.95%		
Insurance Health Copay Medical	\$ 399.83	\$ -	\$ -	\$ 399.83	100.00%		
Insurance Health HMO Medical	\$ 8,914.68	\$ 685.74	\$ 5,143.05	\$ 3,771.63	42.31%		
Dental	\$ 1,631.60	\$ 114.48	\$ 858.60	\$ 773.00	47.38%		
Health Savings Account	\$ 7,265.97	\$ 468.76	\$ 3,515.70	\$ 3,750.27	51.61%		
Health Reimbursement Account	\$ 161.54	\$ -	\$ -	\$ 161.54	100.00%		
Health Reimbursement HMO Accou	\$ 1,555.32	\$ 119.64	\$ 897.30	\$ 658.02	42.31%		
Limited FSA	\$ 500.04	\$ 17.76	\$ 133.20	\$ 366.84	73.36%		
Life Insurance	\$ 316.22	\$ 24.00	\$ 180.00	\$ 136.22	43.08%		
Fraud Hotline	\$ 60.73	\$ -	\$ 56.40	\$ 4.33	7.13%		
Retirement	\$ 30,028.20	\$ (12,104.68)	\$ (16,212.64)	\$ 46,240.84	153.99%		
FSA Admin Fee	\$ 85.80	\$ 11.54	\$ 86.55	\$ (0.75)	(0.87)%		
HSA Admin Fee	\$ 130.20	\$ 8.40	\$ 63.00	\$ 67.20	51.61%		
HRA Admin Fee	\$ 48.00	\$ 3.70	\$ 27.75	\$ 20.25	42.19%		
COBRA Admin Fee	\$ 39.80	\$ 3.84	\$ 28.80	\$ 11.00	27.64%		
HRA No Med Admin Fee	\$ 1.85	\$ -	\$ -	\$ 1.85	100.00%		
Total INDIRECT SALARY	\$ 532,580.90	\$ 24,702.38	\$ 259,419.14	\$ 273,161.76	51.29%		
CONTRACTED SERVICES							
Janitorial	\$ 15,836.00	\$ 1,319.65	\$ 9,237.55	\$ 6,598.45	41.67%		
Lawn Service	\$ 3,466.00	\$ 288.98	\$ 2,022.86	\$ 1,443.14	41.64%		
Pest Control	\$ 1,689.00	\$ 205.00	\$ 1,025.00	\$ 664.00	39.31%		
Total CONTRACTED SERVICES	\$ 20,991.00	\$ 1,813.63	\$ 12,285.41	\$ 8,705.59	41.47%		
PROFESSIONAL SERVICES							
Audit	\$ 52,500.00	\$ -	\$ 58,900.00	\$ (6,400.00)	(12.19)%		
Financial Consultant	\$ 23,000.00	\$ -	\$ 17,157.95	\$ 5,842.05	25.40%		
Legal	\$ 5,000.00	\$ 825.00	\$ 1,775.00	\$ 3,225.00	64.50%		
Total PROFESSIONAL SERVICES	\$ 80,500.00	\$ 825.00	\$ 77,832.95	\$ 2,667.05	3.31%		
UTILITIES							
Electric	\$ 43,500.00	\$ 4,438.63	\$ 29,411.74	\$ 14,088.26	32.39%		
Natural Gas	\$ 24,000.00	\$ 1,770.94	\$ 8,373.81	\$ 15,626.19	65.11%		
Sanitation	\$ 1,720.00	\$ 139.40	\$ 975.80	\$ 744.20	43.27%		
Water	\$ 3,400.00	\$ 324.88	\$ 2,096.27	\$ 1,303.73	38.35%		
Total UTILITIES	\$ 72,620.00	\$ 6,673.85	\$ 40,857.62	\$ 31,762.38	43.74%		
OTHER							
Advertising	\$ 1,000.00	\$ 137.89	\$ 137.89	\$ 862.11	86.21%		
Bank Fee	\$ -	\$ 717.77	\$ 1,862.22	\$ (1,862.22)	0.00%		
Copier Expense	\$ 2,500.00	\$ 201.15	\$ 1,245.95	\$ 1,254.05	50.16%		
Depreciation	\$ 119,840.00	\$ 9,986.67	\$ 69,906.67	\$ 49,933.33	41.67%		
Dues/Subscriptions	\$ 12,300.00	\$ 1.00	\$ 7,966.54	\$ 4,333.46	35.23%		
Equipment Lease	\$ 1,764.00	\$ -	\$ 916.06	\$ 847.94	48.07%		
Insurance	\$ 14,000.00	\$ -	\$ 15,326.93	\$ (1,326.93)	(9.48)%		
Postage	\$ 500.00	\$ 14.80	\$ 212.05	\$ 287.95	57.59%		
Page 207							

	Current Month				% of Budget	
	Budget	Actual	Year-to-Date	Budget Balance	Remaining	
Shredding	\$ -	\$ -	\$ 984.50	\$ (984.50)	0.00%	
Office Supplies	\$ 13,000.00	\$ 107.71	\$ 1,367.10	\$ 11,632.90	89.48%	
Janitorial Supplies	\$ -	\$ 171.16	\$ 3,248.25	\$ (3,248.25)	0.00%	
Telephone	\$ 2,320.00	\$ 190.78	\$ 1,334.97	\$ 985.03	42.46%	
Travel	\$ 4,700.00	\$ 25.00	\$ 2,217.69	\$ 2,482.31	52.82%	
Building Maintenance	\$ 32,800.00	\$ 802.48	\$ 21,482.44	\$ 11,317.56	34.50%	
Elevator Maintenance	\$ 7,100.00	\$ 652.61	\$ 4,441.08	\$ 2,658.92	37.45%	
HVAC Interest	\$ 11,396.00	\$ 3,047.58	\$ 9,310.63	\$ 2,085.37	18.30%	
ED Travel	\$ 8,400.00	\$ 646.16	\$ 4,846.20	\$ 3,553.80	42.31%	
Total OTHER	\$ 231,620.00	\$ 16,702.76	\$ 146,807.17	\$ 84,812.83	36.62%	
Total INDIRECT	\$ 938,311.90	\$ 50,717.62	\$ 537,202.29	\$ 401,109.61	42.75%	
YTD Budget			\$ 547,348.61			
REIMBURSEMENT						
Allocation Indirect Expense	\$ 938,311.90	\$ 64,331.37	\$ 518,268.62	\$ 420,043.28	44.77%	
Total REIMBURSEMENT	\$ 938,311.90	\$ 64,331.37	\$ 518,268.62	\$ 420,043.28	44.77%	
YTD Budget			\$ 547,348.61			
CENTRAL IT						
IT-Voice & Data Service	\$ 9,840.00	\$ 806.69	\$ 5,646.83	\$ 4,193.17	42.61%	
IT-Hardware	\$ 3,000.00	\$ -	\$ 2,489.61	\$ 510.39	17.01%	
Network Professional Services	\$ 83,737.00	\$ 8,234.00	\$ 49,728.18	\$ 34,008.82	40.61%	
Software-Licensing-Maint	\$ 22,187.00	\$ 1,077.84	\$ 14,567.82	\$ 7,619.18	34.34%	
Total EXPENSES	\$ 118,764.00	\$ 10,118.53	\$ 72,432.44	\$ 46,331.56	39.01%	
YTD Budget			\$ 69,279.00			
REIMBURSEMENT						
Allocation CIT Expense	\$ 118,764.00	\$ 8,064.93	\$ 64,869.34	\$ 53,894.66	45.38%	
Total REIMBURSEMENT	\$ 118,764.00	\$ 8,064.93	\$ 64,869.34	\$ 53,894.66	45.38%	
YTD Budget			\$ 69,279.00			

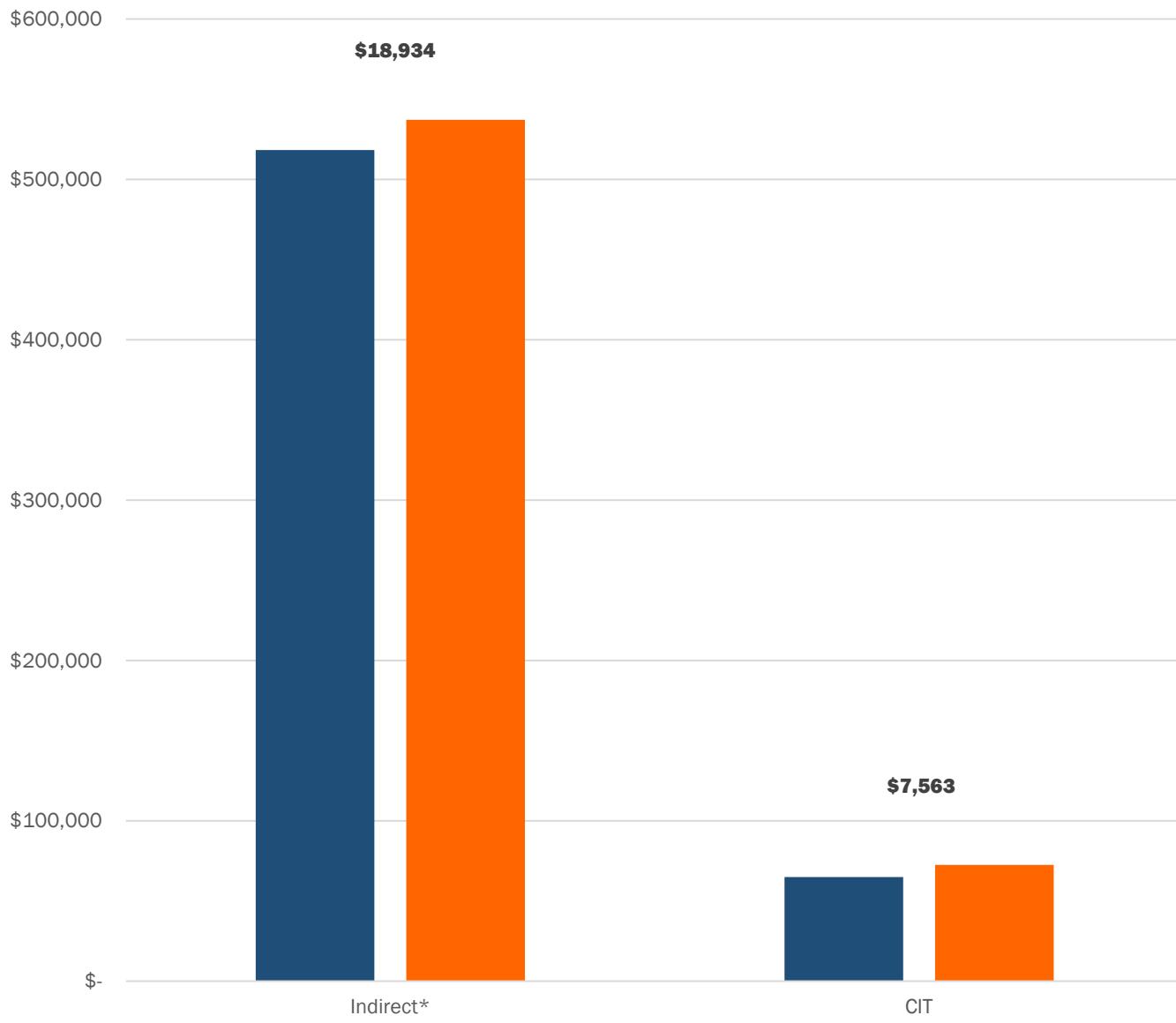


FYE 2026 YTD Indirect and CIT Budgets

	FY 2026		YTD Allocations		YTD Expenditures		% of	
	Approved Budget	Thru November 2025	Thru November 2025	Budget Balance	Budget Remaining	Under/(Over)		
Indirect*	\$ 938,312	\$ 518,269	\$ 537,202	\$ 401,110	42.75%	\$ 18,934		
CIT	118,764	64,869	72,432	46,332	39.01%	7,563		
Total	\$ 1,057,076	\$ 583,138	\$ 609,635	\$ 447,441	42.33%	\$ 26,497		

Expenses vs. Allocations

■ YTD Allocations
Thru November 2025 ■ YTD Expenditures
Thru November 2025



*Includes Year-to-Date Depreciation Expense Estimate

Texoma Council of Governments
 Financial Information
 Balance Sheet for the Fiscal Years Ended: 2026

	Prior Year 11/30/2024)	Prior Month 11/30/2025	Year-to-Date Change (\$)	Change (%)	Current Month Not		Notes					
					Reconciled (12/31/2025)							
ASSETS												
Current Assets												
Cash in Bank General	235,281.00	78,659.00	(156,622.00)	-66.57%	143,398.00	GOV SHUT DOWN EFFECTED REC SOME FUNDS CASHFLOW TIGHT						
Cash in Bank TCEQ	809.00	30.00	(779.00)	-96.29%	30.00	SPENT ALL FUNDS ON HHW						
Cash in Bank Local	7,086.00	5,026.00	(2,060.00)	-29.07%	506.00	COLLECT DUES IN MAR AND APRIL						
Cash in Bank 911	772,659.00	633,308.00	(139,351.00)	-18.04%	627,993.00							
Cash in Bank FSS	164,853.00	214,884.00	50,031.00	30.35%	222,564.00							
Cash in Bank Section 8	1,117,014.00	1,363,609.00	246,595.00	22.08%	1,395,804.00							
Cash in Bank FSS Forfeiture	27,980.00	41,237.00	13,257.00	47.38%	41,237.00							
Texpool Investment Acct	188,137.00	351,349.00	163,212.00	86.75%	351,349.00	RECEIVED FROM LOCAL DUE TO SHUT DOWN QUIT EXPENDED A FEW GRANTS						
Accounts Receivable	957,362.00	524,540.00	(432,822.00)	-45.21%	262,653.00							
Travel Advance	0.00	0.00	0.00	0.00%	-							
Prepaid Items	216,772.00	102,634.00	(114,138.00)	-52.65%	102,634.00	911 PREPAID GOING DOWN EACH YR BY \$56,886						
Due From Lease Receivable	2,772,225.00	1,918,438.00	(853,787.00)	-30.80%	2,005,142.00							
	145,415.00	(1.00)	(145,416.00)	-100.00%	(1.00)							
Other Assets	(10,312.00)	49,983.00	60,295.00	-584.71%	49,983.00	YEAR END (OVER) UNDER						
Total Current Assets	6,595,281.00	5,283,696.00	(1,311,585.00)	-19.89%	5,203,292.00							
Fixed Assets												
Building & Improvements	3,819,747.00	3,830,607.00	10,860.00	0.28%	3,830,607.00	BOILER ROOM AU						
Furniture, Vehicles & Other	4,069,764.00	4,069,764.00	0.00	0.00%	4,069,764.00	NO ACTIVITY						
Accumulated Depreciation	(4,466,744.00)	(4,765,481.00)	(298,737.00)	6.69%	(4,765,481.00)							
Leased Assets	123,271.00	144,624.00	21,353.00	17.32%	144,624.00							
Leased Assets Amortization	(23,743.00)	(45,096.00)	(21,353.00)	89.93%	(45,096.00)							
Total Fixed Assets	3,522,295.00	3,234,418.00	(287,877.00)	-8.17%	3,234,418.00							
Total ASSETS	10,117,576.00	8,518,114.00	(1,599,462.00)	-15.81%	8,437,710.00							
LIABILITIES												
Accounts Payable	588,807.00	204,916.00	(383,891.00)	-65.20%	181,769.00	DU TO SHUT DOWN QUIT EXPENDITURE A FFW GRANTS						
Payroll Liability	42,570.00	(17,646.00)	(60,216.00)	-141.45%	(13,528.00)							
FSS Escrow Liability	164,853.00	214,884.00	50,031.00	30.35%	200,389.00	IN DEC PAID 22,000						
Due To	2,772,225.00	1,918,438.00	(853,787.00)	-30.80%	2,005,142.00							
Deferred Local Revenue	334,734.00	145,959.00	(188,775.00)	-56.40%	145,959.00	DEF INFLOW LEASES -\$134,309 - DEF REV DOWN BY \$56,884						
Accrued Compensated Absences	119,796.00	126,091.00	6,295.00	5.25%	126,091.00							
ACC Payroll	111.00	111.00	0.00	0.00%	111.00							
Long Term Debt Building Payable	1,084,211.00	977,352.00	(106,859.00)	-9.86%	977,352.00	HVAC/SECO LOAN						
Total LIABILITIES	5,107,307.00	3,570,105.00	(1,537,202.00)	-30.10%	3,623,285.00							
Fund Balance	5,010,269.00	4,948,009.00	(62,260.00)	-1.24%	4,814,425.00							
Total Liabilities & Fund Balance	10,117,576.00	8,518,114.00	(1,599,462.00)	-15.81%	8,437,710.00							

Texoma Council of Governments
 Financial Information
 Statement of Revenue and Expenditures for the Fiscal and Month-to-Date Periods

	Prior Year Thru 11/30/2024	Current Year Thru 11/30/2025	Current Year Not			
			Change (\$)	Change (%)	Reconciled (12/31/2025)	Notes
OPERATION REVENUE						
Grant Revenue	11,872,862.23	12,380,933.91	508,071.68	4.28%	13,257,775.91	Federal is up (Sec 8 and TDHCA)
Program Revenue ¹	916,428.44	953,224.98	36,796.54	4.02%	985,423.80	
Investment Income	<u>2,177.03</u>	<u>24,865.57</u>	<u>22,688.54</u>	<u>1042.18%</u>	<u>24,865.57</u>	Moved \$ to Texpool
Total OPERATING REVENUE	<u>12,791,467.70</u>	<u>13,359,024.46</u>	<u>567,556.76</u>	<u>4.44%</u>	<u>14,268,065.28</u>	
Total Revenue	<u>12,791,467.70</u>	<u>13,359,024.46</u>	<u>567,556.76</u>	<u>4.44%</u>	<u>14,268,065.28</u>	
EXPENDITURES						
Personnel Expenses	2,120,366.82	2,147,817.42	27,450.60	1.29%	2,285,323.72	
Program Expenses	252,677.01	399,505.71	146,828.70	58.11%	415,022.58	
Direct Services	8,956,316.41	9,486,089.25	529,772.84	5.92%	10,333,451.39	Rev UP/Direct
Professional Fees	61,726.25	77,832.95	16,106.70	26.09%	77,832.95	
Interest Expense	16,138.41	12,241.94	(3,896.47)	-24.14%	12,241.94	SECO loan Contracted
Occupancy	211,246.00	199,222.72	(12,023.28)	-5.69%	225,545.38	Serv down and maint
Conferences, Conventions, & Meetings	96,208.82	84,190.66	(12,018.16)	-12.49%	85,120.34	
Printing & Publications	29,871.94	53,617.49	23,745.55	79.49%	53,641.55	
Dues & Subscriptions	5,932.25	14,520.17	8,587.92	144.77%	14,907.67	
Operations	62,787.40	121,389.99	58,602.59	93.33%	122,249.99	Software Licensing
Equipment	<u>27,781.51</u>	<u>0.00</u>	<u>(27,781.51)</u>	<u>-100.00%</u>	<u>9,055.00</u>	
Total EXPENDITURES	<u>11,841,052.82</u>	<u>12,596,428.30</u>	<u>755,375.48</u>	<u>6.38%</u>	<u>13,634,392.51</u>	
Net Revenue Over Expenditures	<u>950,414.88</u>	<u>762,596.16</u>	<u>(187,818.72)</u>	<u>-19.76%</u>	<u>633,672.77</u>	
Depreciation	<u>62,308.50</u>	<u>59,920.02</u>	<u>(2,388.48)</u>	<u>-3.83%</u>	<u>69,906.69</u>	
	<u>888,106.38</u>	<u>702,676.14</u>	<u>(185,430.24)</u>	<u>-15.93%</u>	<u>563,766.08</u>	

¹ All sources of Local Revenue, Inkind Match

Texoma Council of Governments

Statement of Revenues and Expenditures - Unposted Transactions Included In Report

100 - General

From 11/1/2025 Through 11/30/2025

		Total Budget - Original	Current Month Actual	Year-To-Date	Total Budget Variance - Original
REVENUE					
4020	Local Revenue	319,088.00	14,575.49	184,717.17	(134,370.83)
4040	Interest Income	0.00	1,152.80	7,944.40	7,944.40
	Total REVENUE	319,088.00	15,728.29	192,661.57	(126,426.43)
REIMBURSEMENT					
9050	Copy Center Reimbursement	14,500.00	855.45	8,591.25	(5,908.75)
	Total REIMBURSEMENT	14,500.00	855.45	8,591.25	(5,908.75)
	TOTAL REVENUE	333,588.00	16,583.74	201,252.82	(132,335.18)
SALARY					
5000	Salaries	51,950.34	3,996.16	29,971.20	21,979.14
5090	FICA/Medicare	3,974.20	305.70	2,292.75	1,681.45
5100	Unemployment Insurance	63.00	0.00	0.00	63.00
5110	Workers Compensation	211.15	16.38	122.85	88.30
5115	Insurance Health	7,422.96	571.00	4,282.50	3,140.46
5120	Dental	372.12	28.62	214.65	157.47
5200	Insurance Health Savings Account	3,047.04	234.38	1,757.85	1,289.19
5201	Insurance Heath Reimbursement Account	129.20	0.00	0.00	129.20
5210	Insurance Life	72.00	6.00	45.00	27.00
5231	Fraud Hotline	13.85	0.00	16.78	(2.93)
5240	Retirement	3,636.52	279.74	2,098.05	1,538.47
5910	Indirect G&A	21,868.41	1,680.84	12,606.30	9,262.11
5943	HSA Admin	54.60	4.20	31.50	23.10
5945	Cobra Admin	11.76	0.96	7.20	4.56
5946	HRA NO MED ADMIN FEE	1.85	0.00	0.00	1.85
	Total SALARY	92,829.00	7,123.98	53,446.63	39,382.37
CONTRACTED SERVICES					
6130	Contracted Services	4,610.00	398.12	2,696.84	1,913.16
	Total CONTRACTED SERVICES	4,610.00	398.12	2,696.84	1,913.16

Texoma Council of Governments

Statement of Revenues and Expenditures - Unposted Transactions Included In Report

100 - General

From 11/1/2025 Through 11/30/2025

		Total Budget - Original	Current Month Actual	Year-To-Date	Total Budget Variance - Original
UTILITIES					
6625	Utilities	16,150.00	1,464.98	8,968.64	7,181.36
	Total UTILITIES	16,150.00	1,464.98	8,968.64	7,181.36
OTHER					
6083	Cash Match	43,333.00	0.00	28,333.00	15,000.00
6135	Copier Expense	18,000.00	1,537.03	11,069.74	6,930.26
6153	Depreciation	26,306.00	0.00	0.00	26,306.00
6160	Dues/Subscriptions	100.00	0.00	0.00	100.00
6201	Equipment/Lease	396.00	0.00	201.07	194.93
6224	Fraudulent Activity	0.00	(79.98)	(39.99)	39.99
6307	Insurance	3,000.00	0.00	3,183.96	(183.96)
6314	IT Direct Bill	7,000.83	395.50	2,758.30	4,242.53
6325	Maintenance	8,700.00	574.28	5,945.37	2,754.63
6420	Postage	0.00	0.00	18.50	(18.50)
6450	Property Tax	15,500.00	0.00	0.00	15,500.00
6505	Refund to Agency	0.00	0.00	6,337.00	(6,337.00)
6530	Service & Recognition Awards	2,750.00	131.24	346.41	2,403.59
6540	Software-Licensing-Ma...	11,000.00	0.00	11,371.09	(371.09)
6570	Supplies	6,000.00	3.34	2,456.73	3,543.27
6572	SUPPLIES - JANITORIAL	0.00	37.57	712.98	(712.98)
6590	Telephone-Internet	840.00	70.00	487.54	352.46
6595	Training	3,500.00	0.00	0.00	3,500.00
6614	Travel	4,878.39	0.00	10.00	4,868.39
8500	Interest Expense	3,391.00	682.34	2,931.31	459.69
8510	Principle Payments	112,419.00	17,994.90	98,500.32	13,918.68
	Total OTHER	267,114.22	21,346.22	174,623.33	92,490.89
	TOTAL EXPENSES	380,703.22	30,333.30	239,735.44	140,967.78
	NET INCOME/LOSS	(47,115.22)	(13,749.56)	(38,482.62)	8,632.60

UNASSIGNED GENERAL FUND BALANCE AS OF FYE 2025 601,158.00

STATUS AS OF: NOVEMBER 2025

CFDA	PROGRAM	Federal Revenue	State Revenue	Local Revenue	Non-Cash Inkind	Total 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	\$ 10,318,032				\$ 10,318,032	1/1/2025	12/31/2025	12	11	\$ 9,458,196	91.67%	\$ 9,347,853	90.60%	\$ 970,179.31	-1.07%	ON TRACK	
93.791	ADRC	\$ 43,231	\$ 91,898			\$ 135,129	9/1/2025	8/31/2026	12	3	\$ 33,782	25.00%	\$ 36,320	26.88%	\$ 98,809.27	1.88%	ON TRACK BASED ON ACTIVITIES	
MULT.	211 TIRN	\$ 212,521	\$ 212,778			\$ 425,299	9/1/2025	8/31/2026	12	3	\$ 106,325	25.00%	\$ 95,581	22.47%	\$ 329,718.43	-2.53%	ON TRACK.	
93.568	CEAP	\$ 6,140,655				\$ 6,140,655	1/1/2025	12/31/2025	12	11	\$ 5,628,934	91.67%	\$ 5,488,221	89.38%	\$ 652,433.66	-2.29%	ON TRACK BASED ON ACTIVITIES	
93.568	CEAP SUPPLEMENTAL	\$ 236,190				\$ 236,190	1/1/2025	12/31/2025	12	11	\$ 216,508	91.67%	\$ -	0.00%	\$ 236,190.00	-91.67%	NEED TO EXPEND ALL CEAP 2025 FUNDS	
93.569	CSBG 2025	\$ 242,515				\$ 242,515	1/1/2025	12/31/2025	12	11	\$ 222,305	91.67%	\$ 212,782	87.74%	\$ 29,732.98	-3.93%	ON TRACK BASED ON ACTIVITIES	
93.568	LIHEAP 2025	\$ 851,042				\$ 851,042	1/1/2025	12/31/2025	12	11	\$ 780,122	91.67%	\$ 792,898	93.17%	\$ 58,144.44	1.50%	ON TRACK	
81.042	DOE BIL	\$ 1,558,047				\$ 1,558,047	7/1/2023	6/30/2026	36	29	\$ 1,255,093	80.56%	\$ 475,551	30.52%	\$ 1,082,495.82	-50.03%	ON TRACK. USING THIS FUNDS SLOWLY DUE TO TDHCA PAYMENT DELAYS	
94.011	FGP	\$ 228,296	\$ 228,296			\$ -	\$ 456,592	7/1/2024	6/30/2026	24	17	\$ 323,419	70.83%	\$ 284,376	62.28%	\$ 172,215.92	-8.55%	ON TRACK
94.002	RSVP	\$ 125,000				\$ -	\$ 125,000	5/29/2025	4/30/2026	12	7	\$ 72,917	58.33%	\$ 60,402	48.32%	\$ 64,597.92	-10.01%	ON TRACK BASED ON ACTIVITIES.
N/A	FGP STATE		\$ 5,316			\$ 5,316	9/1/2025	8/31/2026	12	3	\$ 1,329	25.00%	\$ 2,234	42.03%	\$ 3,082.21	17.03%	ON TRACK DUE TO ACTIVITIES	
N/A	RSVP STATE		\$ 24,937			\$ 16,500	\$ 41,437	9/1/2025	8/31/2026	12	3	\$ 10,359	25.00%	\$ -	0.00%	\$ 41,437.47	-25.00%	FEDERAL FUNDS WILL BE EXPENDED BEFORE STATE
11.303	EDA PLANNING	\$ 70,000		\$ 15,000	\$ 55,000	\$ 140,000	1/1/2024	12/31/2026	36	23	\$ 89,444	63.89%	\$ 50,016	35.73%	\$ 89,983.97	-28.16%	ON TRACK. MOST EXPENSES ARE BEING CHARGED TO EDA PW	
11.303	EDA PW	\$ 200,000		\$ 10,000	\$ 200,000	\$ 410,000	3/1/2023	2/28/2026	36	33	\$ 375,833	91.67%	\$ 377,541	92.08%	\$ 32,459.40	0.42%	ON TRACK BASED ON ACTIVITIES	
N/A	MSW		\$ 115,000			\$ 115,000	9/1/2025	8/31/2026	12	3	\$ 28,750	25.00%	\$ 12,867	11.19%	\$ 102,133.26	-13.81%	ON TRACK - DID ACCRUAL TO MOVE PAYROLL FROM FY26 TO FY25	
N/A	TXCDBG		\$ 15,810			\$ 15,810	9/1/2025	8/31/2026	12	3	\$ 3,952	25.00%	\$ 2,921	18.48%	\$ 12,888.33	-6.52%	ON TRACK - ROLLS OVER	
N/A	CJD		\$ 71,427	\$ 10,382		\$ 81,809	9/1/2025	8/31/2026	12	3	\$ 20,452	25.00%	\$ 29,703	36.31%	\$ 52,106.40	11.31%	ON TRACK DUE TO ACTIVITIES	
N/A	911-2026		\$ 1,756,654			\$ 1,756,654	9/1/2025	8/31/2026	12	3	\$ 439,164	25.00%	\$ 177,817	10.12%	\$ 1,578,836.86	-14.88%	ON TRACK DUE TO ACTIVITIES	
N/A	HSGD IL		\$ 18,375	\$ 12,644		\$ 31,019	9/1/2025	8/31/2026	12	3	\$ 7,755	25.00%	\$ 5,037	16.24%	\$ 25,982.31	-8.76%	ON TRACK-ROLLS OVER	
97.067	HLSEC PLANNING	\$ 50,000				\$ 50,000	1/1/2025	12/31/2025	12	11	\$ 45,833	91.67%	\$ 46,068	92.14%	\$ 3,931.52	0.47%	ON TRACK BASED ON ACTIVITIES	
MULT.	AAA	\$ 1,751,329	\$ 130,228	\$ 446,487	\$ 35,000	\$ 2,363,044	10/1/2025	9/30/2026	12	2	\$ 393,841	16.67%	\$ 368,928	15.61%	\$ 1,994,115.95	-1.05%	ON TRACK BASED ON ACTIVITIES	
Total		\$ 22,026,858	\$ 2,670,720	\$ 665,064	\$ 306,500	\$ 25,669,142					\$ 1,999,960		\$ 17,867,116		\$ 7,802,026			