



Travis County Commissioners Court Agenda Request

Meeting Date: 06/10/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: Victoria Ramirez, Planning and Budget, 854-6039

Elected/Appointed Official/Dept. Head: Jessica Rio, Budget Director, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. New application to the Texas Department of Agriculture to purchase equipment in support of the National School Lunch Program in the Juvenile Probation Department;
- B. Annual contract with the Texas Department of Housing and Community Affairs to receive FY 2014 U.S. Department of Health and Human Services funds for the Low Income Home Energy Assistance Program (LIHEAP) in Health and Human Services and Veterans Service;
- C. Annual contract with the Texas Department of Housing and Community Affairs to receive FY 2014 U.S. Department of Energy funds for the Weatherization Assistance Program in Health and Human and Services and Veterans Service; and
- D. Annual contract with the Texas Department of Housing and Community Affairs to receive FY 2015 U.S. Department of Energy funds for the Weatherization Assistance Program in Health and Human and Services and Veterans Service.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is a new application to purchase equipment for use by an existing program. Items B, C, & D are contracts to continue existing programs.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

No County match is required for any of these grant items.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Jessica Rio
David Salazar

TRAVIS COUNTY

6/10/2014

GRANT APPLICATIONS, CONTRACTS, AND PERMISSIONS TO CONTINUE

FY 2014

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
A	145 TDA Equipment Assistance Grant	09/30/14 - 09/30/15	\$8,528	\$0	\$0	\$0	\$8,528	0.00	R	S	11
Contracts											
B	158 Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP)	01/01/14 - 12/31/14	\$648,914	\$0	\$0	\$0	\$648,914	0.00	R	EC	18
C	158 U.S. Department of Energy Weatherization Assistance Program (DOE)	02/01/14 - 07/31/14	\$43,287	\$0	\$0	\$0	\$43,287	0.00	R	EC	46
D	158 U.S. Department of Energy Weatherization Assistance Program (DOE)	09/15/13 - 03/31/15	\$121,806	\$0	\$0	\$0	\$121,806	0.00	R	EC	72

PBO Notes:

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed

County Auditor's Complexity Assessment Measuring Impact to their Office's Resources/Workload

- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

**FY 2014 Grant Summary Report
Grant Applications Approved by Commissioners Court**

The following is a list of grants for which application has been submitted since October 1, 2013, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
117	Southwest Travis County Historical Survey	10/01/13 - 09/30/15	\$8,500	\$0	\$7,500	\$1,000	\$17,000	0.00	11/12/2013
119	Underage Drinking Prevention grant	10/01/14 - 09/30/15	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/26/2013
137	Bystander Intervention Conference	10/01/13 - 12/31/14	\$37,450	\$0	\$0	\$0	\$37,450	0.00	1/28/2014
145	Juvenile Accountability Block Grant: Local Assessment Center	09/01/14 - 08/31/15	\$47,903	\$5,323	\$0	\$0	\$53,226	0.00	1/28/2014
147	Emergency Management Performance Grant	10/01/13 - 09/30/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	1/28/2014
124	Travis County Veterans' Court	09/01/14 - 08/31/15	\$184,020	\$0	\$0	\$0	\$184,020	2.00	2/11/2014
124	Indigent Defense System Evaluation Project	10/01/14 - 09/30/15	\$122,813	\$0	\$0	\$0	\$122,813	1.00	2/11/2014
145	Streamlining Assessment Practices to Improve Youth Substance Abuse Outcomes	09/01/14 - 08/31/15	\$82,123	\$0	\$0	\$0	\$82,123	0.00	2/18/2014
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	\$66,761	\$16,690	\$0	\$0	\$83,451	1.20	2/18/2014
145	Drug Court & In-Home Family Services	09/01/14 - 08/31/15	\$241,596	\$26,844	\$0	\$0	\$268,440	2.30	2/18/2014
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	\$110,745	\$0	\$0	\$0	\$110,745	0.50	2/18/2014
142	State Drug Court Training Grant	09/01/14 - 08/31/15	\$197,000	\$0	\$0	\$0	\$197,000	0.00	2/25/2014
145	The Eagle Soars: An Educational and Career Development Program	09/01/14 - 08/31/15	\$75,822	\$0	\$0	\$0	\$75,822	0.00	2/25/2014
142	Drug Diversion Court	09/01/14 - 08/31/15	\$132,586	\$0	\$0	\$0	\$132,586	0.00	2/25/2014
139	Adult Probation DWI Court	09/01/14 - 08/31/15	\$242,175	\$0	\$0	\$0	\$242,175	4.00	2/25/2014
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$85,874	\$34,217	\$0	\$17,088	\$137,179	2.23	2/25/2014
122	Family Drug Treatment Court	09/01/14 - 08/31/15	\$142,657	\$0	\$0	\$0	\$142,657	0.00	2/25/2014

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Grant Applications Approved by Commissioners Court**

The following is a list of grants for which application has been submitted since October 1, 2013, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Continuing the Culture of Safety	10/01/14 - 03/30/16	\$17,338	\$17,338	\$0	\$0	\$34,676	0.00	3/4/2014
149	FY 14 Section 6 Nontraditional Grant-Balcones Canyonland Preserve	06/01/14 - 05/31/17	\$2,000,000	\$3,301,450	\$0	\$0	\$5,301,450	0.00	3/4/2014
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$618,816	\$333,209	\$0	\$0	\$952,025	2.00	3/4/2014
139	Travis County Adult Probation Co-occurring Re-Entry Services	10/01/14 - 09/30/16	\$599,941	\$0	\$0	\$0	\$599,941	4.00	3/11/2014
145	Opening Doors to Future Opportunities	10/01/14 - 09/30/15	\$349,376	\$0	\$0	\$0	\$349,376	0.00	3/11/2014
158	National 4-H Council - Exploring Your Environment After-School Grant	08/31/14 - 12/31/14	\$20,000	\$0	\$0	\$0	\$20,000	0.00	3/18/2014
145	Residential Substance Abuse Treatment (RSAT) Program	10/01/14 - 09/30/15	\$188,510	\$62,841	\$0	\$0	\$251,351	2.90	3/25/2014
158	Coming of Age (DADS)	09/06/13 - 03/31/14	\$24,484	\$0	\$0	\$0	\$24,484	0.00	3/25/2014
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/14 - 08/31/15	\$973,494	\$134,925	\$143,986	\$153,522	\$1,405,927	12.00	4/22/2014
137	Maternal Bonding Program	07/01/14 - 12/31/14	\$585	\$0	\$0	\$0	\$585	0.00	4/29/2014
194	Managed Assigned Counsel Program	10/01/14 - 09/30/15	\$717,516	\$175,862	\$0	\$0	\$893,378	0.00	5/6/2014
145	National School Lunch/Breakfast Program and USDA School Commodity Program	07/01/14 - 06/30/15	\$286,053	\$0	\$0	\$0	\$286,053	0.00	5/6/2014
158	AmeriCorps	08/01/14 - 07/31/15	\$295,662	\$519,213	\$0	\$0	\$814,875	31.00	5/6/2014
137	State Criminal Alien Assistance Program - SCAAP 14	07/01/12 - 06/30/13	\$483,085	\$0	\$0	\$0	\$483,085	0.00	5/13/2014
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Fast Track)	06/16/14 - 06/16/17	\$3,905,612	\$1,301,871	\$0	\$0	\$5,207,483	0.00	5/13/2014

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Regular Track)	06/16/14 - 06/16/17	\$1,934,797	\$644,933	\$0	\$0	\$2,579,730	0.00	5/13/2014
			\$14,424,197	\$6,644,415	\$187,437	\$226,610	\$21,482,659	68.13	

*Amended from original agreement.

**FY 2014 Grant Summary Report
Grants Approved by Commissioners Court**

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$185,919	\$0	\$0	\$0	\$185,919	2.00	10/1/2013
137	2010 Byrne Justice Assistance Grant*	10/01/09 - 03/31/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	10/1/2013
139	Travis County Adult Probation DWI Court/SAMHSA	09/30/13 - 09/29/14	\$101,270	\$0	\$0	\$0	\$101,270	1.30	10/1/2013
139	Travis County Adult Probation DWI Court/OOG	09/01/13 - 09/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	10/1/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$132,585	\$0	\$0	\$0	\$132,585	0.00	10/1/2013
145	Drug Court and In-Home Family Services	09/01/13 - 08/31/14	\$162,000	\$18,007	\$0	\$0	\$180,007	0.20	10/8/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	10/8/2013
120	Electronic Transmission of Ballot Portal	09/30/14 - 12/31/18	\$19,950	\$0	\$0	\$0	\$19,950	0.00	10/8/2013
137	Vision Summit	01/01/13 - 10/31/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	10/8/2013
137	Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	10/15/2013
147	Emergency Management Performance Grant	10/01/12 - 03/31/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Program	09/01/13 - 01/31/15	\$9,500	\$0	\$0	\$0	\$9,500	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Law Enforcement Terrorist Prevention Activities Program	09/01/13 - 01/31/15	\$22,500	\$0	\$0	\$0	\$22,500	0.00	10/15/2013
158	Title IV-E Child Welfare Services	10/01/13 - 09/30/14	\$20,508	\$67,430	\$0	\$0	\$87,938	0.60	10/15/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,957	\$34,053	\$0	\$0	\$119,010	2.23	10/22/2013
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/22/2013

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145	Juvenile Drug Treatment Court-SAMHSA/CSAT	09/30/13 - 09/29/14	\$227,670	\$0	\$0	\$0	\$227,670	0.00	10/22/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$154,132	\$0	\$0	\$0	\$154,132	0.50	10/29/2013
145	The Eagle Soars program	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.12	10/29/2013
145	Enhancing Services for Victims of Crime Program	09/01/13 - 08/31/14	\$104,222	\$0	\$0	\$0	\$104,222	0.00	10/29/2013
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	11/5/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	09/01/11 - 08/31/16	\$578,449	\$99,779	\$0	\$0	\$678,228	11.00	11/5/2013
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$142,933	\$47,644	\$0	\$0	\$190,577	1.67	11/19/2013
137	State Criminal Alien Assistance Program	07/11/11 - 06/30/12	\$483,085	\$0	\$0	\$0	\$483,085	0.00	11/26/2013
158	Comprehensive Energy Assistance Program Amendment #2*	01/01/13 - 12/31/13	\$2,898,329	\$0	\$0	\$0	\$2,898,329	6.00	11/26/2013
158	Coming of Age (DADS)	11/15/13 - 03/31/14	\$14,282	\$0	\$0	\$0	\$14,282	0.00	12/3/2013
137	K9s4COPS	11/22/13 - 09/30/14	\$12,000	\$0	\$0	\$0	\$12,000	0.00	12/10/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/14 - 07/31/15	\$44,000	\$0	\$0	\$0	\$44,000	0.00	12/10/2013
135	Accessible Parking Awareness Campaign	01/01/14 - 06/30/14	\$37,125	\$12,375	\$0	\$0	\$49,500	0.50	12/17/2013
157	NEH Preservation Assistance for Smaller Institutions	02/01/14 - 07/31/15	\$6,000	\$0	\$0	\$0	\$6,000	0.00	12/30/2013
124	Veterans Commission Grant	01/01/14 - 12/31/14	\$20,000	\$0	\$0	\$0	\$20,000	0.00	1/7/2014
158	2013 Phase 31 Emergency Food and Shelter Program	07/01/13 - 05/31/14	\$25,000	\$0	\$0	\$0	\$25,000	0.00	1/7/2014

**FY 2014 Grant Summary Report
Grants Approved by Commissioners Court**

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
137	TxDOT Impaired Driving Mobilization	01/13/14 - 09/30/14	\$20,100	\$7,033	\$0	\$0	\$27,133	0.00	1/28/2014
137	Edward Byrne Justice Assistance Grant	11/13/13 - 09/30/16	\$80,260	\$0	\$0	\$0	\$80,260	0.00	1/28/2014
149	Pace Bend Park -Tournament Point Boat Ramp*	09/30/12 - 09/30/15	\$111,075	\$0	\$37,025	\$0	\$148,100	0.00	1/28/2014
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards*	04/01/13 - 09/30/14	\$100,000	\$0	\$0	\$0	\$100,000	0.00	2/25/2014
158	Travis County Family Drug Treatment Court - The Children's Continuum*	10/01/11 - 09/30/14	\$550,000	\$0	\$0	\$183,333	\$733,333	3.05	3/11/2014
124	Formula Grant - Indigent Defense Program	10/01/11 - 09/30/14	\$1,494,376	\$0	\$0	\$0	\$1,494,376	0.00	3/11/2014
155	Prostitution Prevention Program - Planning Grant	01/01/14 - 12/31/14	\$40,000	\$0	\$0	\$0	\$40,000	0.00	3/18/2014
137	2010 Byrne Justice Assistance Grant*	10/01/09 - 09/30/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	4/1/2014
145	National School Lunch/Breakfast Program*	07/01/13 - 06/30/14	\$307,204	\$0	\$0	\$0	\$307,204	0.00	4/29/2014
158	Coming of Age (CNCS)	04/01/14 - 03/31/15	\$50,495	\$25,070	\$0	\$0	\$75,565	0.69	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58140001819	01/01/14 - 12/31/14	\$2,302,248	\$0	\$0	\$0	\$2,302,248	7.00	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58130001980	04/01/14 - 09/30/14	\$536,639	\$0	\$0	\$0	\$536,639	7.00	5/6/2014
137	Bystander Intervention Conference	10/01/13 - 12/31/14	\$37,450	\$0	\$0	\$0	\$37,450	0.00	5/20/2014
159	Capital Area Trauma Regional Advisory Council	05/01/13 - 06/30/14	\$9,721	\$0	\$0	\$0	\$9,721	0.00	5/20/2014
158	AmeriCorps*	08/01/13 - 07/31/14	\$292,671	\$500,191	\$0	\$0	\$792,862	31.00	5/20/2014
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	5/27/2014

7

**FY 2014 Grant Summary Report
Grants Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2013.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
117	Southwest Travis County Historical Survey	05/15/14 - 09/30/15	\$8,500	\$0	\$7,500	\$1,000	\$17,000	0.00	5/27/2014
158	National 4-H Council - Exploring Your Environment After-School Grant	04/01/14 - 12/15/14	\$20,000	\$0	\$0	\$0	\$20,000	3.50	5/27/2014
158	AmeriCorps*	08/01/12 - 07/31/13	\$291,671	\$487,203	\$0	\$0	\$778,874	31.00	5/27/2014
			\$13,508,704	\$1,643,206	\$79,164	\$184,333	\$15,415,407	120.36	

*Amended from original agreement.

FY 2014 Grants Summary Report
Permissions to Continue Approved by Commissioners Court

Amount requested for PTC

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Approval Date	Cm. Ct. PTC	Has the General Fund been Reimbursed?
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	7/30/2013		Yes
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$13,150	\$0	\$13,150	1.00	10/31/2013	8/27/2013		Yes
119	Other Victim Assistance Grant Program	09/01/13 - 08/31/14	\$9,286	\$0	\$9,286	1.00	10/31/2013	8/27/2013		Yes
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,422	\$0	\$5,422	1.00	9/30/2013	8/27/2013		Yes
124	Veterans' Court Program	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	8/27/2013		Yes
137	Child Abuse Victim Services Personnel Program	09/01/13 - 08/31/14	\$8,852	\$0	\$8,852	1.00	10/31/2013	8/27/2013		Yes
142	Drug Diversion Court Program	09/01/13 - 08/31/14	\$10,376	\$0	\$10,376	1.00	10/31/2013	8/27/2013		Yes
145	Juvenile Accountability Block Grant Local Assessment Center Program	09/01/13 - 08/31/14	\$9,800	\$0	\$9,800	1.00	10/31/2013	8/27/2013		Yes
145	Trauma Informed Assessment and Response Program	09/01/13 - 08/31/14	\$5,966	\$0	\$5,966	0.50	10/31/2013	8/27/2013		Yes
145	Austin/Travis County Integral Care Community Partners for Children Coordinator	09/01/13 - 08/31/14	\$10,250	\$0	\$10,250	1.00	10/31/2013	8/27/2013		Yes
145	Texas Juvenile Justice Department Grants	09/01/13 - 08/31/14	\$405,477	\$0	\$405,477	72.00	10/31/2013	8/27/2013		Yes
139	Adult Probation DWI Court	09/01/13 - 08/31/14	\$52,519	\$0	\$52,519	4.00	11/30/2013	9/10/2013		Yes

FY 2014 Grants Summary Report
Permissions to Continue Approved by Commissioners Court

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC				Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	9/24/2013	Yes	
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,566	\$0	\$5,566	1.00	10/31/2013	9/24/2013	Yes	
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$10,098	\$0	\$10,098	1.67	11/30/2013	9/24/2013	Yes	
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$22,909	\$0	\$22,909	1.00	12/31/2013	9/24/2013	Yes	
158	Comprehensive Energy Assistance Program	01/01/14 - 12/31/14	\$63,805	\$500,000	\$563,805	7.00	3/31/2014	12/10/2013	No	
158	Low Income Home Energy Assistance Act Weatherization Assistance Program**	01/01/14 - 03/31/14	\$0	\$200,000	\$200,000	0.00	6/30/2014	4/8/2014	No	
Totals			\$761,618	\$707,300	\$1,468,918	129.17				

** This request will temporarily use General Fund resources for grant program related operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.



TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Juvenile Probation Department/Food Services	
Contact Person/Title:	Rachael Druckhammer/Senior Planner	
Phone Number:	512-854-7545	

Grant Title:	TDA Equipment Assistance Grant		
Grant Period:	From: <input style="width: 150px;" type="text" value="Sep 30, 2014"/>	To: <input style="width: 150px;" type="text" value="Sep 30, 2015"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Agriculture		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	United States Department of Agriculture		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Operating:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Equipment:	\$ 8,528.18	\$ 0.00	\$ 0.00	\$ 0.00	\$ 8,528.18
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 8,528.18	\$ 0.00	\$ 0.00	\$ 0.00	\$ 8,528.18
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	PL	
County Attorney	<input checked="" type="checkbox"/>	JK	

Performance Measures					
#	Measure	Actual FY 12 Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Average Daily Population for program	122	131	135	138
2.					
3.					
+ - Measures for the Grant					
1.	Number of children enrolled in program	1048	1019	987	979
Outcome Impact Description		Number of youth determines lunch and breakfast meals to be reimbursed by the grantor.			
2.	Number of operating days this year	365	365	365	365
Outcome Impact Description		Number of youth and available surplus of commodities determines the amount of available groceries from the grantor.			
3.					
Outcome Impact Description					

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval to apply for 8,528.18 in grant funds to purchase Kitchen Equipment for juveniles at the detention and residential program. The funds will allow the department to replace old equipment.

The grant does not require a county match or any long-term requirements from the County.

PBO recommends approval of this application.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

The goal of this program is to support the purchase of a new Convection Steamer for the preparation of fresh and healthy meals for juveniles held the Travis County Juvenile Probation Department's detention and residential program. By replacing old and inefficient food preparation and storage equipment, the County can ensure food safety and comply with local health and safety codes, as well as National School Lunch Program dietary requirements.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

The County is required to provide meals to juveniles held in detention and residential. This grant offsets equipment replacement costs that would otherwise need to be funded by the County.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

No county match is required for this grant.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

The grant does not allow for indirect costs. The contract is strictly to replace equipment only.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Requested funds are for a one-time purchase of equipment. Providing meals to juveniles held in detention and residential will not stop when this contract ends. When the contract ends, the cost of meals served will not be impacted.

6. If this is a new program, please provide information why the County should expand into this area.

Replacing old equipment will allow the County to more efficiently provide healthy meals to juveniles held in detention and residential.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This grant reduces the overall equipment cost to the County to provide required meals to juveniles held in detention and residential.



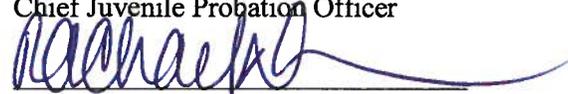
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

RECEIVED
14 JUN - 2 PH 2:12
ESTELA P. MEDINA
Chief Juvenile Probation Officer
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: 
Rachael Druckhammer
Senior Planner

SUBJECT: TDA Equipment Assistance Grant

DATE: May 23, 2014

The Travis County Juvenile Probation Department is submitting an application to the Texas Department of Agriculture (TDA) for funds to purchase new kitchen equipment. \$8,528.18 is requested to fund the one-time purchase and installation of a new Convection Steamer for the preparation of fresh and healthy meals for juveniles held in the Travis County Juvenile Probation Department's detention and residential program.

The purpose of this program is to replace old or inefficient food preparation and storage equipment in order to ensure food safety and comply with local health and safety codes, as well as National School Lunch Program dietary requirements. There is no county match associated with this program.

Please review this item and place it on the **June 10, 2014** Commissioner's Court agenda for their consideration and signature. Please contact Rachael Druckhammer at 4-7545 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Patty Lennon
Darryl Harrison
Sylvia Mendoza
Lisa Eichelberger
Grant File



The deadline for submitting applications is June 20th 2014, 11:59:59 pm (CDT).

[Eligibility](#) [Site Applications](#) [Review](#) [Submit](#)

School Food Authority Profile

CE ID	01282	Name	TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT
Physical Address	2515 S CONGRESS AUSTIN, TX 78704	Mailing Address	2515 S CONGRESS AUSTIN, TX 78704

Submitting Your Application

Using this form, you can apply for grant funds by following these steps:

1. Answer several questions about your SFA to initially determine whether it's eligible to receive grant funds.
2. If your SFA is eligible, enter applications for individual pieces of equipment for each of your sites.
3. Review your application, and then submit it.



Your application must be completed and submitted before the deadline in order to be eligible for consideration.

After completing each step, click the **Next** button at the bottom of each page to proceed to the next step. You can also go back to previous steps by clicking the **Back** button.

Your progress is automatically saved when you proceed from one step to another, so you can start your application, and then resume where you left off at a later time. Just be sure to submit your application before the deadline.

Eligibility Questions

These questions will be used to initially determine whether your SFA is qualified to receive grant funds. If your SFA does not qualify to receive funds based upon the answers provided here, you will be notified on the next screen.

Please answer these two questions about your SFA, then click **Next** to proceed to the Site Applications page.

Question #1

Will the SFA be able to meet all Federal, State and Local procurement criteria, and have all funds spent by September 30, 2015?

- Yes
 No

Question #2

Please provide your SFA's food service department's current fund balance and average 3-months operating expense total. (The current fund balance is found on the SFA's financial report and is not the annual profit/loss amount.)

SFA's Food Service Current Fund Balance	\$	0
Food Service Average 3-Months Operating Expense Total	\$	106272.16

[Next >](#)

SFA Equipment Assistance Grant Application

PY 2014

[Sign Out](#)



The deadline for submitting applications is June 20th 2014, 11:59 59 pm (CDT).

Eligibility

Site Applications

Review

Submit

Contact Information

Please enter the contact information for the person fulfilling each of these roles.

Grant Contact Person

First Name

Estela

Last Name

Medina

Title

Chief Juvenile Probation Officer

Email

Estela.PerezMedina@co.travis.tx.us

SFA Designee

First Name

Darryl

Last Name

Harrison

Title

Human Resources Division Director

Phone

(512) 854-3056

Email

darryl.harrison@co.travis.tx.us

SFA Business Manager

First Name

Sylvia

Last Name

Mendoza

Email

sylvia.mendoza@co.travis.tx.us

16

✓ Review Your Application

Please review your application, then click **Submit** when you're ready to submit it.

You can also click **Back** to return to the previous screens and make any necessary changes.

Below is the total amount of money and quantity of equipment that is being requested for each site. Sites that have requests for grant funds are highlighted in green and have a check (☑) in the **Requesting Funds** column.

Site #	Site Name	Total Qty	Estimated Total Cost	Requesting Funds
0000	Central Kitchen	1	\$8,528.18	<input checked="" type="checkbox"/>
0001	TRAVIS COUNTY JUVENILE PROBATION DEPT	0	\$0.00	<input type="checkbox"/>
SFA Total:		1	\$8,528.18	1 site



By submitting this form, I certify that the superintendent has reviewed and approved this application and that it is correct to the best of his/her knowledge. If selected, this SFA will implement the grant in a manner consistent with the policies and procedures established by USDA and TDA. This SFA will follow all applicable federal, state and local procurement rules, regulations, and guidance. This SFA agrees to participate in all state and federal audits and evaluations and to provide the information requested by the specified deadlines.

◀ Back

Submit 



TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #: 81140001889
SAP #: 800357

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	HHSVS / Community Services, Housing Services	
Contact Person/Title:	Lisa Glass / Financial Analyst Lead	
Phone Number:	512-854-4594	

Grant Title:	Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP)		
Grant Period:	From: 01/01/2014	To:	12/31/2014
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Housing and Community Affairs		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
Originating Grantor:	U. S. Department of Health and Human Services		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 265,638.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 265,638.00
Operating:	\$ 342,844.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 342,844.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 40,432.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 40,432.00
Totals:	\$ 648,914.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 648,914.00
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	CS	
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Number of referrals required to support housing programs from emergency assistance centers (includes: LIHEAP, and Home Repair)	710	300	475	
2.					
3.					
+ - Measures for the Grant					
1.	# of Households receiving LIHEAP weatherization assistance	340	60	275	
Outcome Impact Description		Providing weatherization services and minor home repair for clients as prescribed by the grant guidelines will lower the household energy usage and lower household energy costs.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

The Health and Human Services and Veterans Service Department is requesting Commissioners Court approval of a grant contract with the Texas Department of Housing and Community Affairs through the Department of Health and Human Services Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP).

The grant funds, which total \$648,914, will be used by the department to provide weatherization assistance to the residences of low-income households.

There are indirect costs of \$40,432 associated with this grant. No County match is required and no there is no commitment by the Court to fund services if the grant is discontinued.

PBO recommends approval of this contract.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

The Texas Department of Housing and Community Affairs (TDHCA) has released this contract for the LIHEAP program. The grant period for this upcoming contract will be 1/1/14 to 12/31/14. This is the first grant period for this contract to be on a calendar year.

The Commissioners Court approved permission to use general fund in the amount of \$200,000 on April 8, 2014. These general fund dollars were used to continue direct service assistance using the LIHEAP guidelines for 2014 until a fully executed contract could be obtained. The expenses that occurred during this permission to use general fund stage will be reclassified as LIHEAP grant expenses when appropriate.

The goal for this program is to assist low-income households by providing weatherization assistance to their residences. The benefit of weatherizing these households and reducing the home energy needs will further improve their ability to become energy self-sufficient.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

No additional funds are required.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs (\$40,432) at the rate of 6% of the total allowable expenditures.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes

6. If this is a new program, please provide information why the County should expand into this area.

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

Travis County Health and Human Services & Veterans Service Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff for those households deemed eligible for weatherization assistance. The Housing Services staff performs assessments of the residences and determines the weatherization services and minor home repairs that can be addressed with this grant funding and other funding sources available. Services are provided by either in-house staff or by purchasing contracted services.

This grant assistance is another program the department uses to meet the requests of low-income clients who are seeking minor home repair, and weatherization services.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 279-1608**

MEMORANDUM

Date: May 27, 2014

To: MEMBERS OF THE COMMISSIONERS COURT

From:

Sherri E. Fleming

Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

Subject: Acceptance of 2014 LIHEAP Weatherization Assistance Program Contract

Proposed Motion: Consider and take appropriate action to approve the contract with Texas Department of Housing and Community Affairs for the LIHEAP Weatherization Assistance Program for 2014.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from the Texas Department of Housing and Community Affairs (TDHCA). The total grant funding for this contract is in the amount of \$648,914. The LIHEAP grant funds awarded to Travis County are used to provide weatherization services and minor home repair assistance for low-income households. Some examples of the program's weatherization services are providing attic and wall insulation, repair or replacement of the heating and cooling household appliances, minor household repairs, and addressing health and safety issues by adding or replacing smoke and carbon monoxide detectors. The distribution of assistance will be to qualified Travis County

21

Budgetary and Fiscal Impact: On April 8, 2014, the Commissioners Court approved the permission to use general fund in the amount of \$200,000 to be used to continue direct service assistance using the LIHEAP guidelines in 2014 until a fully executed contract could be obtained. The expenses that occurred during this period will be reclassified as these LIHEAP grant expenses when the grant budget is established.

The department will be able to use the LIHEAP funds for administration, materials, labor and training. The funds for materials will be budgeted in the GL accounts for building repairs and maintenance and supplies & equipment. Funding for labor will be budgeted in the corresponding salaries and benefit GL accounts. Funds for training will be budgeted in the applicable registration and travel, meals and lodging GL accounts. No matching funds are required for this grant. This contract period is 01/01/14 through 12/31/14.

Issues and Opportunities: We were able to provide weatherization services for 178 dwelling units with use of these grant funds in the last allocation period. The department utilizes this program to obtain a goal of assisting low-income households in achieving a level of energy efficiency, giving priority to households with one or more persons age 60 or above and/or an individual with a disability. Priority also is given to those households with young children age five and under and to those with the lowest incomes that pay the highest portion of their incomes for home energy.

It should be noted that this contract is made available electronically to Travis County from the Texas Department of Housing and Community Affairs. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Leroy Nellis, Acting County Executive, Planning and Budget Office
Aerin Toussaint, Budget Analyst Sr., Planning and Budget Office
Nicki Riley, C.P.A., Travis County Auditor
Cynthia Sayles, Auditor Analyst III, County Auditors Office
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., C.P.P.O., Travis County Purchasing Agent
Scott Worthington, Business Analyst, Travis County Purchasing Office
Deborah Britton, Division Director, Community Services
Lance Pearson, Social Services Program Administrator, Housing Services

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER. 81140001889 FOR THE
LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM
(CFDA# 93.568)

SECTION 1. PARTIES TO THE CONTRACT

This Low Income Home Energy Assistance Program ("LIHEAP") Weatherization Assistance Program Contract (hereinafter "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 Travis County, a political subdivision of the State of Texas ("Subrecipient") hereinafter (the "Parties").

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2014**, and, unless earlier terminated, shall end on **December 31, 2014** (herein the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall implement a Weatherization Assistance Program ("WAP") in accordance with the provisions of Part A of the Energy Conservation in Existing Buildings Act of 1976, as amended (42 U.S.C. §6861 et seq.) ("WAP Act"), the sections of the U.S. Department of Energy ("DOE") implementing regulations codified in 10 C.F.R. Parts 440 and 600 ("WAP Regulations") as indicated herein, any applicable Office of Management and Budget ("OMB") Circulars, the Texas WAP State Plan, the Texas LIHEAP State Plan; the implementing State regulations at Title 10, Part I, Chapter 1 and Chapter 5, Subchapters A, E and G of the Texas Administrative Code as amended or supplemented from time to time ("State Rules"), 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 C.F.R. Part 96 ("LIHEAP Regulations").

Subrecipient shall, on an equitable basis throughout its service area, develop and implement a WAP in the counties and in accordance with the term of the Contract and the Certifications attached hereto as Exhibit A, "Budget and Performance Statement" attached as Exhibit B the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the WAP attached hereto as Exhibit C, the LIHEAP Priority List attached hereto as Exhibit D, and all such Exhibits 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. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of Low-Income persons as defined in the State Rules. 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 as defined in State Rules, (2) Persons with Disabilities as defined in State Rules, (3) Households with young children that are age five (5) or younger, and/or (4) Households with a High Energy Burden and Households with High Energy Consumption as defined in State Rules. Subrecipient is allowed to perform weatherization measures as detailed in Exhibit D of this Contract. If Subrecipient leverages with any Department of Energy weatherization funds, all federal and state DOE rules and requirements will apply including but not limited to income calculation requirements as outlined in Department of Energy - Weatherization Program Notice 13-3. The work will be completed in accordance with the International Energy Conservation Code and the minimum requirements set in the State of Texas adopted International Residential Code or in jurisdictions authorized by State law to adopt later editions.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in the "Budget and Performance Statement" attached hereto as Exhibit B.
- B. Department's obligations under this Contract are contingent upon the actual receipt by Department of adequate 2014 LIHEAP federal program funds. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department may then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

- C. Department is not liable for any cost incurred by Subrecipient which:
- (1) is incurred to weatherize a dwelling unit which is not an eligible dwelling unit as defined in §440.22 of the WAP Regulations, except that pursuant to §5.2(b)(34) of the State Rules the dwelling unit shall be eligible for weatherization assistance if it is occupied by a family unit whose income is at or below 125 percent of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. §9902(2) "Poverty Income Guidelines";
 - (2) is incurred to weatherize a dwelling unit which is designated for acquisition or clearance by a federal, state, or local program within twelve months from the date weatherization of the dwelling unit is scheduled to be completed;
 - (3) is incurred to weatherize a dwelling unit previously weatherized with weatherization assistance program funds, except as provided for in §440.18(e)(2) of the WAP Regulations;
 - (4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 8 of this Contract;
 - (5) is not incurred during the Contract Term;
 - (6) is not reported to Department on a monthly expenditure or performance report within forty five (45) days following the end of the Contract Term;
 - (7) is subject to reimbursement by a source other than Department; or
 - (8) is made in violation of any provision of this Contract or any provision of federal or state law or regulation, including, but not limited to those enumerated in this Contract.
- D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract. Department may offset or withhold any amount otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this or any other Contract between the Parties.
- E. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by the Department under this Contract shall not exceed the sum of **\$648,914.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Each month, Subrecipient may request an advance payment of LIHEAP WAP funds under this Contract. As per the Uniform Grant Management Standards, 34 TAC §20.421 et seq ("UGMS"), Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. The timing and amount of cash advances shall be as close as administratively feasible, not to exceed a 30-day projection of the actual disbursements by the Subrecipient to direct program costs and the proportionate share of any allowable indirect costs.
- C. Subsection 4(A) notwithstanding, pursuant to §5.17 of the State Rules, the Department reserves the right to use a modified cost reimbursement method of payment for all funds, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Department determines that Subrecipient has maintained excess cash balances; (2) Department identifies any deficiency in the cash controls or financial management system maintained by Subrecipient; (3) Department identifies any deficiency in the quality of weatherization work performed by Subrecipient; (4) Department determines that a modified cost reimbursement method would benefit the program; (5) Department's funding sources require the use of a modified cost reimbursement method; or (6) Subrecipient fails to comply with any of the reporting requirements of Section 10.
- D. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible dwelling units of the weatherization assistance program and for the payment of the allowable expenditures identified in Section 8 of this Contract.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in 34 TAC §20.421, Uniform Grant Management Standards and 10 TAC §5.10. All references therein to "local government" shall be construed to mean Subrecipient.
- B. Uniform cost principles for political subdivisions are set forth in Office of Management and Budget ("OMB") Circular A-87 as implemented by 2 C.F.R. Part 225. Uniform administrative requirements for political subdivisions are set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is \$500,000.
- C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the WAP Act and LIHEAP Act.

SECTION 7. TERMINATION AND SUSPENSION

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

SECTION 8. ALLOWABLE EXPENDITURES

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Sections 4 and 5 of this Contract and the regulations set forth in §440.18 of the WAP Regulations, subject to the limitations and exceptions set forth in this Section.

To the maximum extent practicable, Subrecipient shall utilize funds provided under this Contract for the purchase of weatherization materials. Subrecipient shall weatherize eligible dwelling units using only weatherization materials which meet or exceed the standards prescribed by DOE in Appendix A to Part 440 of the WAP Regulations, State of Texas adopted International Residential Code (IRC) or jurisdictions authorized by State law to adopt later editions.

- B. For units where Subrecipient leverages with any Department of Energy weatherization funds, all weatherization measures installed must have an approved State of Texas Energy Audit savings-to-investment ratio (SIR) of one or greater unless otherwise indicated as health and safety or incidental repair items. Weatherization measures installed shall begin with those having the greatest SIR (on approved State of Texas Energy Audit) and proceed in descending order to the measures with the smallest SIR or until the maximum allowable per unit expenditures are achieved.

Allowable expenditures under this Contract include:

- (1) the purchase and delivery of weatherization materials as defined in §440.3 of the WAP Regulations;
- (2) if Subrecipient leverages with any Department of Energy weatherization funds, labor costs for doors, primary windows and storm windows that will result in approved energy savings with a SIR of one or greater in accordance with §440.19 of the WAP Regulations;

- (3) the cost of weatherization materials and labor for heating and cooling system tune ups, repairs, modification, or replacements. Whenever available, heating and cooling systems must have an Energy Star rating;
 - (4) transportation of weatherization and repair materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;
 - (5) maintenance, operation, and insurance of vehicles used to transport weatherization materials;
 - (6) maintenance of tools and equipment;
 - (7) purchase or lease of tools or equipment;
 - (8) employment of on-site supervisory personnel;
 - (9) storage of weatherization materials, tools, and equipment;
 - (10) incidental repairs (such as repairs to roofs, walls, floors, and other parts of a dwelling unit) if such repairs are necessary for the effective performance or preservation of weatherization measures (If incidental repairs are necessary to make the installation of the weatherization measures effective, the cost of incidental repair measures charged to WAP funds awarded under this Contract shall not exceed the cost of weatherization measures charged to WAP);
 - (11) allowable health and safety measures; and
 - (12) allowable base load reduction measures.
- C. Health and Safety funds not expended may be moved to the labor, materials, and program support category. These changes will require a Contract action; therefore, Subrecipient must provide written notification to the Department at least forty-five (45) days prior to the end of the Contract Term before these funds can be moved.
- D. 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 B. 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) days prior to the end of the Contract Term before these funds can be moved.
- E. To the maximum extent practicable, Subrecipient shall secure the services of volunteers to weatherize dwelling units under the direction of qualified supervisors.

SECTION 9. RECORD KEEPING REQUIREMENTS

- A. Subrecipient shall comply with the record keeping requirements set forth at §440.24 of the WAP Regulations and §5.22 of the State Rules and with such additional record keeping requirements as specified by Department.
- B. For each dwelling unit weatherized with funds received from LIHEAP WAP under this Contract, Subrecipient shall maintain a file containing the following information, including the following Department forms found in the Community Affairs Division section of the Department's website at <http://www.tdhca.state.tx.us/community-affairs/wap/guidance.htm#forms>
- (1) Signed and completed Application for Weatherization Services indicating the ages of the residents, presence in the household of children age five (5) or younger, Elderly Persons, and Persons with Disabilities. Date of Application for Weatherization Services and associated documents must be within 12 months of the start date indicated on the Building Weatherization Report (BWR);
 - (2) Twelve month consumer billing history for utilities;
 - (3) Consumption disclosure release form (for access to consumption data for use in surveys and studies);
 - (4) Eligibility documentation:
 - a. Subrecipient must use the definition of income in 10 TAC §5.19.
 - b. Documentation/verification of client income for the thirty (30) days preceding their application for all household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the user of the form, including policies requiring a client statement of efforts to obtain documentation of income with a notarized client signature, as outlined in §5.407(e) of the State Rules. Proof of income documentation requirements are the same for both single and multifamily housing. All proof of income must reflect earnings from within 12 months of the start date indicated on the Building Weatherization Report (BWR).

26

- c. No dwelling unit shall be weatherized without documentation that the dwelling unit is an eligible dwelling unit as defined in §440.22 of the WAP Regulations, except that pursuant to §5.2(b)(34) of the State Rules the dwelling unit shall be eligible for weatherization assistance if it is occupied by a family unit whose income is at or below 125 percent of the Poverty Income Guidelines;

- (5) BWR to include certification of final inspection and Justification for Omission of Priorities if applicable;
- (6) Invoices of materials purchased or inventory removal sheets;
- (7) Invoices of labor;
- (8) If a rental unit, Landlord Agreement form, Landlord Financial Participation form and Landlord Permission to Perform Assessment & Inspections for Rental Units" form and all other landlord forms found in the Community Affairs Division section of the Department's website at <http://www.tdhca.state.tx.us/community-affairs/wap/docs/10-WAPLandlord.pdf> ;
- (9) "Notice of Denial and Appeal Rights," if applicable;
- (10) Signed and dated "Building Assessment" form, to include at a minimum, existing efficiencies of all heating and cooling appliances;
- (11) "Attic Inspection" form (local design allowed);
- (12) "Wall Inspection" form (local design allowed);
- (13) Documentation of pre weatherization carbon monoxide readings for all combustibile appliances;
- (14) Documentation of post weatherization carbon monoxide readings for all combustibile appliances;
- (15) "Blower Door Performance Standards and Data Sheet";
- (16) "Duct Blower Data Sheet" (if applicable);
- (17) Refrigerator metering information;
- (18) Signed client "Refrigerator Replacement Form" (if applicable);
- (19) Completed, signed and dated "LIHEAP Priority List" form (if applicable);
- (20) A complete copy of the approved State of Texas Energy Audit (if applicable);
- (21) A complete "Energy Audit Data Collection Form" (local design allowed);
- (22) A complete electronic copy of the approved State of Texas Energy Audit (if applicable);
- (23) Signed client receipt of the "Unified Weatherization Elements Notification Form" that includes Lead Hazard information, identification of Mold Like Substance, and State Historical Preservation information; and
- (24) Signed client receipt of "Mold-Like Substance Notification and Release Form for Texas Weatherization Programs"

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

"Multifamily Project Building Data Checklist";

- (1) "Multifamily Project Completion Checklist";
- (2) "Landlord Permission to Perform an Assessment and Inspections for Rental Units";
- (3) "Landlord Agreement" form;
- (4) "Landlord Financial Participation Form"; and
- (5) Significant Data Required in all Multifamily Projects

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

- E. Subrecipient shall give the federal and state funding agencies, the Comptroller General of the United States, and Department access to and the right to reproduce all records pertaining to this Contract. All such records shall be maintained for at least three years after final payment has been made and all other pending matters are closed. Subrecipient shall include the requirements of this Subsection in all subcontracts.

- F. All LIHEAP WAP records maintained by Subrecipient, except records made confidential by law, shall be available for inspection by the public during Subrecipient's normal business hours to the extent required by the Texas Public Information Act (Chapter 552 of the Texas Government Code).

- G. Subrecipient must conduct a full household assessment addressing all possible allowable weatherization measures.

SECTION 10. REPORTING REQUIREMENTS

- A. Subrecipient shall electronically submit to Department no later than fifteen (15) days after the end of each month of the Contract Term a Performance Report listing demographic information on all units completed in the previous month and an Expenditure Report listing all expenditures of funds under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month. Both reports shall be submitted electronically.

- B. Subrecipient shall electronically submit to Department no later than forty-five (45) days after the end of the Contract Term a final expenditure and programmatic report 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) days, any expenditures not reported to the Department will result in funds being reallocated to LIHEAP purposes.
- C. Subrecipient shall submit to Department no later than forty-five (45) days after the end of the Contract Term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts. The inventory shall reflect the tools and equipment on hand as of the last day of the Contract Term.
- D. Subrecipient shall update the Previously Weatherized Units database no later than fifteen (15) days after the end of each month of the contract for units weatherized under this Contract.
- E. Subrecipient is required to determine if households assisted under this Contract shall be reported as duplicated or unduplicated by accessing the LIHEAP Household Database located in the Community Affairs Contract System.
- F. Subrecipient shall submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to §440.25 of the WAP Regulations, by U. S. Department of Health and Human Services (HHS), or by the Department.
- G. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, including responses to monitoring reports, Department may withhold any and all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives LIHEAP WAP funds from the Department over two or more Contracts of subsequent terms, funds may be withheld or this Contract suspended or terminated by Subrecipient's failure to submit a past due report or response (including a report of audit) from a prior Contract Term.
- H. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the www.sam.gov website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. CHANGES AND AMENDMENTS

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

SECTION 12. PROGRAM INCOME

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

SECTION 13. INDEPENDENT SUBRECIPIENT

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

28

SECTION 14. PROCUREMENT STANDARDS

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

SECTION 15. SUBCONTRACTS

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

SECTION 16. AUDIT

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
 - (1) Subrecipient expending \$500,000 or more in federal financial assistance for any fiscal year ending on or after December 31, 2003, shall have an audit made in accordance with Single Audit Act Amendments of 1996, 31 U.S.C. 7501 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of this Section 16, "federal financial assistance" means assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.
 - (2) Subrecipient shall utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract, provided however that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report, as determined by Department, from Subrecipient.
 - (3) Unless otherwise specifically authorized by Department in writing, Subrecipient shall submit two (2) copies of the audit report to the Department's Compliance Division within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this Contract. Audits performed under this section are subject to review and resolution of findings by the Department or its authorized representative.
 - (4) The audit report must include verification of all expenditures by budget category, in accordance with the final "Monthly Expenditure Report" submitted to close out each year during the Contract Term.
- B. The cost of auditing services for a Subrecipient expending less than \$500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

- C. Subsection A of this Section 16 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- D. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.
- E. Subsection A of this section notwithstanding, Subrecipient expending less than \$500,000 in Federal financial assistance may arrange for the performance of an annual financial statement audit. Such audit should include verification as required in Subsection 16(A)(4) of this Section.
- F. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.
- G. Subrecipient shall procure A-133 audit services through an open, competitive process at least once every five years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.
- H. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 17. MANAGEMENT OF EQUIPMENT AND INVENTORY

- A. Subrecipient acknowledges that any vehicles, tools, and equipment with a unit acquisition cost of \$5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts, are not assets of either the subrecipient or the Department but are held in trust for the Weatherization Assistance Program and as such are assets of the Weatherization Assistance Program. Any equipment, tools, or vehicles having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit must receive prior approval from the Department before the purchase is made.
- B. Subrecipient shall develop and implement a property management system, which conforms to the uniform administrative requirements referenced in Section 6. Subrecipient shall not use, transfer, or dispose of any property acquired in whole or in part with funds provided under this or a previous weatherization assistance program Contract except in accordance with its own property management system.
- C. Upon termination or non-renewal of this Contract, the Department may transfer the title of equipment to a third party named by the Department. Such a transfer shall be subject to the following standards:
 - (1) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.
 - (2) The Department will issue disposition instructions after receipt of final inventory.
- D. Subrecipient shall establish adequate safeguards to prevent loss, damage, or theft of property acquired hereunder and shall promptly report to Department any loss, damage, or theft of property with an acquisition cost of five thousand and no/100 dollars (\$5,000) or more.
- E. In addition to the inventory of tools and equipment required under Section 10, Subrecipient shall take a physical inventory of all WAP materials and shall reconcile the results with its property records at least once every year. Any differences between quantities determined by the inventory and those shown in the property records shall be investigated by Subrecipient to determine the cause of the difference.

SECTION 18. BONDING AND INSURANCE REQUIREMENTS

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

SECTION 19. LITIGATION AND CLAIMS

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

SECTION 20. TECHNICAL ASSISTANCE AND MONITORING

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

SECTION 21. LEGAL AUTHORITY

- A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been authorized by Subrecipient to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to all terms, provisions and performances herein set forth.
- C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 21.

SECTION 22. COMPLIANCE WITH LAWS

- A. **FEDERAL, STATE AND LOCAL LAW.** Subrecipient shall comply with the LIHEAP Act, the WAP Act, the WAP Regulations, the LIHEAP Regulations, any applicable Office of Management and Budget (OMB) Circulars, the Texas DOE WAP State Plan, LIHEAP State Plan, the State Rules, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. **DRUG-FREE WORKPLACE ACT OF 1988.** The Subrecipient affirms by signing this Contract that it is implementing the Drug-Free Workplace Act of 1988.
- C. **PRO-CHILDREN ACT OF 1994.** Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.
- D. **LIMITED ENGLISH PROFICIENCY (LEP).** Subrecipient must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 23. PREVENTION OF FRAUD AND ABUSE

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

SECTION 24. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

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

SECTION 25. CONFLICT OF INTEREST/NEPOTISM

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

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

SECTION 26. POLITICAL ACTIVITY AND LOBBYING PROHIBITED

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

SECTION 27. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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

SECTION 28. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

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

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

SECTION 29. TRAINING AND TECHNICAL ASSISTANCE FUNDS

- A. Training and technical assistance funds shall be used for State sponsored, LIHEAP sponsored, and other relevant workshops and conferences provided the agenda includes topics directly related to administering WAP in accordance with §5.532 of the LIHEAP State Rules. For Training & Technical Assistance other than State or LIHEAP sponsored, Subrecipient must receive prior written approval from the Department.
- B. Travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circular A-87 {2 CFR 225} and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies.

SECTION 30. MAINTENANCE OF EFFORT

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

SECTION 31. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party 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.

SECTION 32. NO WAIVER

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

SECTION 33. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
 - (1) Exhibit A, Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 - (2) Exhibit B, Budget and Performance Statement
 - (3) Exhibit C, PRWORA Requirements
 - (4) Exhibit D, LIHEAP Priority List

SECTION 34. SEVERABILITY

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

SECTION 35. HISTORICAL PRESERVATION

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

SECTION 36. USE OF ALCOHOLIC BEVERAGES

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

SECTION 37. APPEALS PROCESS

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

34

SECTION 38. SPECIAL CONDITIONS

Subrecipient shall accept applications for WAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide Elderly Persons and Persons with Disabilities who cannot independently travel to the application site the means to submit applications for WAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 39. FORCE MAJURE

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

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

SECTION 40. TIME IS OF THE ESSENCE

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

SECTION 41. COUNTERPARTS AND FACSIMILIE SIGNATURES

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

SECTION 42. NUMBER, GENDER

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

SECTION 43. NOTICE

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

As to Department:

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

As to Subrecipient:

Travis County
 PO Box 1748
 Austin, TX 78767
 Attention: Sherri Fleming, County Executive
 Telephone: (512) 854-4100 Fax: (512) 279-1608 Email: sherri.fleming@co.travis.tx.us

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

35

SECTION 44. VENUE AND JURISDICTION

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

EXECUTED to be effective on: 1/1/2014

Travis County
a political subdivision of the State of Texas

BY: Samuel T. Biscoe, Travis County Judge on Date

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

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 81140001889 FOR THE FY 2014
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)

EXHIBIT A

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

**Travis County,
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, 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, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Travis County
a political subdivision of the State of Texas**

BY: Samuel T. Biscoe, Travis County Judge on Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 81140001889 FOR THE FY 2014
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)

EXHIBIT B

BUDGET AND PERFORMANCE STATEMENT

Travis County,
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 646,914.00	LIHEAP FUNDS CURRENTLY AVAILABLE
\$ 2,000.00	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
\$ 646,914.00	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

CATEGORIES	FUNDS
² Administration	\$ 40,432.00
³ Materials / Program Support / Labor	\$ 485,186.00
⁴ Health and Safety	\$ 121,296.00
SUB-TOTAL	\$ 646,914.00
⁵ Training and Technical Assistance	\$ 2,000.00
TOTAL	\$ 648,914.00

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 termination of the Contract Term will be reviewed. Department may decline to review written requests received during the final 45 days of the Contract Term.
- ² Denotes maximum for Administrative based on 6.00% 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.

38

PERFORMANCE

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

TRAVIS

Subrecipient shall provide weatherization program services sufficient to expend the Contract funds during the Contract Term. WAP costs per unit (materials, labor, and program support), excluding health and safety expenses, shall not exceed \$5,000.00 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 NO. 81140001889 FOR THE FY 2014
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)

EXHIBIT C

PRWORA REQUIREMENTS

Travis County
a political subdivision of the State of Texas

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

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

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

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

Subrecipient shall:

(1) System Use.

(a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s), <http://www.uscis.gov/save/what-save/save-webinars>, and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;

(e) Ensure that Users are provided with and maintain User Ids only while they have a need to perform verification procedures;

(f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, this Contract, and updates to these requirements;

(g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance. Contact information can be found at <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=0d37dff79029310VgnVCM10000082ca60aRCRD&vgnnextchannel=0d37dff79029310VgnVCM10000082ca60aRCRD>

(h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the Subrecipient initiates a request for verification;

(i) Use any information provided by DHS-USCIS under this Contract solely for the purpose of determining the eligibility of persons applying for the benefit issued by the Subrecipient and limit use of such information in accordance with this and all other provisions of this Contract;

(j) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;

(k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeing access to information regarding him/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting request may be found at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf (subject to revision and reposting on the SAVE Website and Online Resources);

(l) Comply with the Privacy Act, 5 U.S.C. Section 552a, the Texas Public Information Act and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this Contract, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the Contract;

(m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;

(n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS so that such individual may correct their records in a timely manner, if necessary. A Fact Sheet that includes the process by which applicants may contact DHS-USCIS is posted at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf, (subject to revision and reposting on the SAVE Website and Online Resources);

(o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the Subrecipient's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

(2) Monitoring and Compliance.

(a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;

(c) Notify the Department's Compliance Division immediately whenever there is reason to believe an information breach has occurred as a result of User or Subrecipient action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;"

(d) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by any User, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

41

(e) Allow Department and SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review Subrecipient's compliance with this Exhibit C and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;

(f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;

(h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Exhibit C and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Exhibit C, SAVE Program procedures or other applicable law, regulation or policy.

Criminal Penalties.

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

(2) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this contract may be subject to criminal penalties.

Third Party Liability.

(1) Each party to this contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

Points of Contact

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

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

42

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 81140001889 FOR THE FY 2014
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)
EXHIBIT D
LIHEAP PRIORITY LIST
For Single-Family, Mobile Homes, and Small Multi-Family Buildings

Travis County,
a political subdivision of the State of Texas

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

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

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

1. Health & Safety Items

- Must meet ASHRAE Standard
- Refer to H&S guidance located on the Department website at the following link:
<http://www.tdhca.state.tx.us/community-affairs/wap/guidance.htm#healthsafety>
- To include cook stoves - refer to Chapter 8 of the MISM
<http://www.tdhca.state.tx.us/community-affairs/wap/docs/WAP-MISM.pdf>

2. Infiltration Measures, Maximum Cost

- \$750, maximum cost
- Must follow Material Installation Standards located on the Department's website at the following link:
<http://www.tdhca.state.tx.us/community-affairs/wap/docs/WAP-MISM.pdf>
- When solely utilizing the LIHEAP Priority List, minimum CFM reduction is not required
- All cost (labor and materials) must be detailed on the Building Weatherization Report (BWR)
- No window or door replacements allowed
- Complete Blower Door Data Sheet as instructed

3. Duct Sealing

- \$750, maximum cost
- All return ducts to be sealed regardless of location
- All supply ducts to be sealed when in un-conditioned space

4. Attic Insulation

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

5. Compact Florescent Lighting (CFLs), water savers, and pipe and water heater insulation

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

6. Sidewall Insulation

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

43

7. Smart Thermostat
 - Install only after consultation/training with client
8. Refrigerator Replacement
 - Meter for minimum of 30 minutes
 - Pre-1993 units can be replaced without metering, as long as manufactured year is documented
 - Replaced units must be de-manufactured properly, materials must be recycled and refrigerant properly disposed of to E.P.A. regulations
9. Solar Screens/Window Film
 - Install in the following order:
 - West, South, East, then North side of house
 - If overhang/eaves are 18" in depth or greater, or if the windows are covered by porches, garages, or any other permanent shading structure, then solar screens/window film cannot be installed on that window
10. Floor Insulation
 - If addressed, must follow current code
 - Follow OSHA accessibility standards
11. Miscellaneous Repairs
 - Maximum expenditure allowed is \$500
 - Must be related to weatherization measure
 - No window or door replacements allowed
 - Materials include: lumber, shingles, flashing, siding, drywall, masonry supplies, minor window and door repair, gutters, downspouts, paint, stains, and sealants
 - Regarding mobile homes, could include mobile home skirting and overhangs to protect mobile home doors
 - Could also include carpentry work to protect water heaters located outside to protect DWH from weather elements
 - Could include roof, wall, and floor repair; excluding leveling
 - Repair of "essential wiring"
 - Essential wiring defined as any wiring going directly to an appliance that is being addressed by the WX program
12. HVAC/Evaporative Cooler System Service
 - Complete replacement of furnace/AC/HVAC as energy efficiency measure is a possibility
 - i. Must meet current Energy Star rating
 - ii. Must document accurate Manual J and Manual S in client file
 - iii. HVAC units with a SEER or downgraded SEER of 10 or less should be replaced. Documentation of the downgraded formula should be in the client file as part of the assessment;
 - iv. Central heating units with an Annual Fuel Utilization Efficiency (AFUE) or downgraded AFUE of 55% or less should be replaced. Documentation of the downgraded formula should be in the client file as part of the assessment;
 - Repair of central system is potentially allowable. Justification for the repair must be documented in the client file. Repair can include, but is not limited to:
 - i. Clean and tune
 - ii. Clean Evaporative and Condensing coils
 - iii. Check/adjust gas pressure
 - iv. Clean blower wheel (squirrel cage)
 - v. Check all controls, set heat anticipator if applicable

- Change and leave up to twelve new air filters
- No replacement of window air-conditioners if a central system is replaced or repaired to working order
- Replacement of window air-conditioners:
 - Maximum of three (3) window units can be replaced
 - Must be Energy Star Rated and sized according to manufacturer's room sizing specifications

45



TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #: 56110001914
SAP #:

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	HHSVS / Community Services, Housing Services	
Contact Person/Title:	Lisa Glass / Financial Analyst Lead	
Phone Number:	512-854-4594	

Grant Title:	U. S. Department of Energy Weatherization Assistance Program (DOE)		
Grant Period:	From: Feb 1, 2014	To: Jul 31, 2014	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Housing and Community Affairs		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	U. S. Department of Energy		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 14,666.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 14,666.00
Operating:	\$ 28,621.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 28,621.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 43,287.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 43,287.00
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	CS	
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
Applicable Departmental Measures					
1.	Number of referrals required to support housing programs from emergency assistance centers (includes: LIHEAP, and Home Repair)	710	300	475	
2.					
3.					
Measures for the Grant					
1.	# of Households receiving DOE weatherization assistance	132	8	5	
	Outcome Impact Description	Providing weatherization services and minor home repair for clients as prescribed by the grant guidelines will lower the household energy usage and lower household energy costs.			
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

The Health and Human Services and Veterans Service Department is requesting Commissioners Court approval of a grant contract with the Texas Department of Housing and Community Affairs through the Department of Energy Weatherization Assistance Program.

The grant funds, which total \$43,287, will be used by the department to provide weatherization assistance to the residences of low-income households.

There are no indirect costs associated with this grant. No County match is required and no there is no commitment by the Court to fund services if the grant is discontinued.

PBO recommends approval of this contract.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

The Texas Department of Housing and Community Affairs (TDHCA) has released this contract for the DOE program. The grant period for this contract will be 02/01/14 to 07/31/14. There has been a lapse of funding awarded to Travis County for this program as the Department of Energy had changed several of their processes in awarding weatherization funds to TDHCA. The last DOE program contract the department was awarded ended March 31, 2013. There is also a contract for the DOE program that the department is requesting approval for with a grant period of 9/15/13 through 3/31/15.

The goal for this program is to assist low-income households by providing weatherization assistance to their residences. The benefit of weatherizing these households and reducing the home energy needs will further improve their ability to become energy self-sufficient.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

No additional funds are required.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

This grant's funding source (Texas Department of Housing and Community Affairs) is not allowing any funds for indirect costs in this contract.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes

6. If this is a new program, please provide information why the County should expand into this area.

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

Travis County Health and Human Services & Veterans Service Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff for those households deemed eligible for weatherization assistance. The Housing Services staff performs assessments of the residences and determines the weatherization services and minor home repairs that can be addressed with this grant funding and other funding sources available. Services are provided by either in-house staff or by purchasing contracted services.

This grant assistance is another program the department uses to meet the requests of low-income clients who are seeking minor home repair, and weatherization services.



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TRAVIS COUNTY
PLANNING & BUDGET OFFICE

**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 279-1608

MEMORANDUM

Date: May 27, 2014

To: MEMBERS OF THE COMMISSIONERS COURT

From: *Sherri E. Fleming*
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

Subject: Acceptance of 2014 DOE Weatherization Assistance Program Contract

Proposed Motion: Consider and take appropriate action to approve the contract with Texas Department of Housing and Community Affairs for the DOE Weatherization Assistance Program for 2014.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from the Texas Department of Housing and Community Affairs (TDHCA). The total grant funding for this contract is in the amount of \$43,287. The DOE grant funds awarded to Travis County are used to provide weatherization services and minor home repair assistance for low-income households. There has been a lapse of funding awarded to Travis County for this program as the Department of Energy had changed several of their processes in awarding weatherization funding to TDHCA. The last DOE program contract the department was awarded ended March 31, 2013.

There is also another contract for this same program (DOE) being processed for approval with a grant period of 9/15/13 through 3/31/15.

49

The distribution of this program's assistance will be to qualified Travis County residents with household income levels at or below 125% of the current Federal Poverty Income Guidelines with household weatherization needs.

Budgetary and Fiscal Impact: The department will be able to use the DOE funds for insurance, fiscal audit, materials, labor and training. The funds for materials will be budgeted in the GL accounts for building repairs and maintenance and supplies & equipment. Funding for labor will be budgeted in the corresponding salaries and benefit GL accounts. Funds for insurance, fiscal audit and training will be budgeted in the applicable GL accounts. No matching funds are required for this grant. This contract period is 02/01/14 through 07/31/14.

Issues and Opportunities: We were able to provide weatherization services for 8 dwelling units with use of these grant funds in the last allocation period. The department utilizes this program assisting low-income households in achieving a level of energy efficiency, giving priority to households with one or more persons age 60 or above and/or an individual with a disability. Priority also is given to those households with young children age five and under and to those with the lowest incomes that pay the highest portion of their incomes for home energy.

It should be noted that this contract is made available electronically to Travis County from the Texas Department of Housing and Community Affairs. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Leroy Nellis, Acting County Executive, Planning and Budget Office
Aerin Toussaint, Budget Analyst Sr., Planning and Budget Office
Nicki Riley, C.P.A., Travis County Auditor
Cynthia Sayles, Auditor Analyst III, County Auditors Office
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., C.P.P.O., Travis County Purchasing Agent
Scott Worthington, Business Analyst, Travis County Purchasing Office
Deborah Britton, Division Director, Community Services
Lance Pearson, Social Services Program Administrator, Housing Services

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 56110001914 FOR THE
U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM
(CFDA# 81.042)

SECTION 1. PARTIES TO THE CONTRACT

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

SECTION 2. CONTRACT TERM

The period for performance of this Contract, unless earlier terminated, is **February 01, 2014 through July 31, 2014** (hereinafter the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall implement a Weatherization Assistance Program (WAP) in accordance with the provisions of Part A of the Energy Conservation in Existing Buildings Act of 1976, as amended (42 U.S.C. §6861 et seq.) ("WAP Act"), the Department of Energy Act as amended (42 U.S.C. §8621 et seq.) ("DOE Act"), the U.S. Department of Energy (DOE) implementing regulations codified in 10 C.F.R. Parts 440 and 600 ("WAP Regulations"), any applicable Office of Management and Budget (OMB) Circulars, the Texas DOE State Plan, and the implementing State regulations at Title 10, Part I, Chapter 1 of the Texas Administrative Code and Title 10, Part I, Chapter 5, Subchapters A, E and F of the Texas Administrative Code, as amended or supplemented from time to time (collectively, "WAP State Rules"). Subrecipient shall, on an equitable basis throughout its service area, develop and implement a Weatherization Assistance Program (WAP) in the counties and in accordance with the terms of this Contract and the "Budget and Performance Statement" attached as Exhibit A to this Contract, the Certifications attached hereto as Exhibit B, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the WAP attached hereto as Exhibit C, the Documentation of Disability requirements attached hereto as Exhibit D, and all such Exhibits 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. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of low-income persons. WAP services will be provided to owner occupied units as well as rental units. Priority will be given, in no particular order, to (1) households with Elderly Persons as defined in WAP State Rules, (2) Persons with Disabilities as defined in WAP State Rules, (3) households with young children that are age five (5) or younger, and/or (4) households with a high energy burden and households with high energy consumption. Before commencing any weatherization work, Subrecipients are required to complete energy audits. The work will be completed in accordance with the International Energy Conservation Code and the minimum requirements set in the State of Texas adopted International Residential Code or in jurisdictions authorized by State law to adopt later editions.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in the "Budget and Performance Statement" attached hereto as Exhibit A.
- B. Department's obligations under this Contract are contingent upon the actual receipt by Department of adequate DOE WAP federal funds. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department may then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- C. Department is not liable for any cost incurred by Subrecipient which:
 - (1) is incurred to weatherize a dwelling unit which is not an eligible dwelling unit as defined in §440.22 of the WAP Regulations;

- (2) is incurred to weatherize a dwelling unit which is designated for acquisition or clearance by a federal, state, or local program within twelve months from the date weatherization of the dwelling unit is scheduled to be completed;
 - (3) is incurred to weatherize a dwelling unit previously weatherized with WAP funds, except as provided for in §440.18(e)(2) of the WAP Regulations;
 - (4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 8 of this Contract;
 - (5) is not incurred during the Contract Term;
 - (6) is not reported to Department on a monthly expenditure or performance report, within forty five (45) days following the end of the Contract Term;
 - (7) is subject to reimbursement by a source other than Department; or
 - (8) is made in violation of any provision of this Contract or any provision of federal or state law or regulation, including, but not limited to those enumerated in this Contract.
- D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract. Department may offset or withhold any amount otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this or any other contract between the parties.
- E. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by the Department under this Contract shall not exceed the sum of **\$43,287.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Each month, Subrecipient may request an advance payment of WAP funds under this Contract. As per the Uniform Grant Management Standards, 34 T.A.C. §20.421 et seq (herein "UGMS"), Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. The timing and amount of cash advances shall be as close as administratively feasible, not to exceed a 30 day projection of the actual disbursements by the Subrecipient to direct program costs and the proportionate share of any allowable indirect costs.
- C. Subsection 4(A) notwithstanding, pursuant to §5.17 of the WAP State Rules, the Department reserves the right to use a modified cost reimbursement method of payment for all funds, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Department determines that Subrecipient has maintained excess cash balances; (2) Department identifies any deficiency in the cash controls or financial management system maintained by Subrecipient; (3) Department identifies any deficiency in the quality of weatherization work performed by Subrecipient; (4) Department determines that a modified cost reimbursement method would benefit the program; (5) Department's funding sources require the use of a modified cost reimbursement method; or (6) Subrecipient fails to comply with any of the reporting requirements of Section 10.
- D. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible dwelling units of the weatherization assistance program and for the payment of the allowable expenditures identified in Section 8 of this Contract.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

52

SECTION 7. TERMINATION AND SUSPENSION

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

SECTION 8. ALLOWABLE EXPENDITURES

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

Allowable WAP expenditures under this Contract include:

- (1) the purchase and delivery of weatherization materials as defined in §440.3 of the WAP Regulations, but not to include storm doors;
- (2) labor costs for doors, primary windows and storm windows that will result in approved energy savings with SIR of one or greater in accordance with §440.19 of the WAP Regulations;
- (3) weatherization materials and labor for heating and cooling system tune ups, repairs, modification, or replacements if such will result in improved energy efficiency as demonstrated by SIR of one or better in the approved State of Texas Energy Audit and, whenever available, heating and cooling systems must have an Energy Star rating;
- (4) transportation of weatherization and repair materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;
- (5) maintenance, operation, and insurance of vehicles used to transport weatherization materials;
- (6) maintenance of tools and equipment;
- (7) purchase of tools, equipment, and vehicles (purchase of vehicles must be approved in advance by DOE);
- (8) employment of on-site supervisory personnel;
- (9) storage of weatherization materials, tools, and equipment;

(10) incidental repairs (such as repairs to roofs, walls, floors, and other parts of a dwelling unit) if such repairs are necessary for the effective performance or preservation of weatherization measures (If incidental repairs are necessary to make the installation of the weatherization measures effective, the cost of incidental repair measures charged to WAP funds awarded under this Contract shall not exceed the cost of weatherization measures charged to WAP funds and shall have a whole house SIR of one (1) or greater on the approved State of Texas Energy Audit.);

(11) allowable health and safety measures; and

(12) allowable base load reduction measures.

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

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

E. The cost of liability insurance for the weatherization program for personal injury and for property damage, not to exceed One Thousand and No/100 Dollars (\$1,000.00) shall be an allowable WAP expenditure under the "Budget and Performance Statement" attached hereto as Exhibit A.

F. Fiscal audit expenses for the weatherization program not to exceed Eight Hundred and No/100 Dollars (\$800.00) shall be allowed under the "Budget and Performance Statement" attached hereto as Exhibit A, subject to Section 14, Procurement Standards.

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

SECTION 9. RECORD KEEPING REQUIREMENTS

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

B. For each dwelling unit weatherized with funds received from WAP under this Contract, Subrecipient shall maintain a file containing the following information, including the following Department forms found in the Community Affairs Division section of the Department's website at <http://www.tdhca.state.tx.us/community-affairs/wap/guidance.htm#forms>:

(1) Signed and completed Application for Weatherization Services indicating the ages of the residents, presence in the household of children age five (5) or younger, Elderly Persons (60 years or older), as defined in the WAP State Rules, and Persons with Disabilities as defined in the WAP State Rules. Date of Application for Weatherization Services and associated documents must be within 12 months of the start date indicated on the building weatherization report (BWR);

(2) Twelve month consumer billing history for utilities;

(3) Consumption disclosure release form (for access to consumption data for use in surveys and studies);

(4) Eligibility and Eligibility documentation:

a. Subrecipient shall utilize the following definition of income for this contract. Subrecipient should not follow 10 T.A.C. §5.19 for client eligibility.

I. INCOME: Income means Cash Receipts earned and/or received by the applicant before taxes during applicable tax year(s) but not the Income Exclusions listed below in Section C. Gross Income is to be used, not Net Income.

54

- II. CASH RECEIPTS: Cash Receipts include the following:
- i. money, wages and salaries before any deductions;
 - ii. net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
 - iii. regular payments from social security, railroad retirement, unemployment compensation, strike benefits from union funds, worker's compensation, veteran's payments, training stipends, alimony, and military family allotments;
 - iv. private pensions, government employee pensions (including military retirement pay), and regular insurance or annuity payments;
 - v. dividend and/or interest;
 - vi. net rental income and net royalties;
 - vii. periodic receipts from estates or trusts;
 - viii. net gambling or lottery winnings; and
 - ix. any other required by Federal Laws.
- III. INCOME EXCLUSIONS: The following Cash Receipts are not considered sources of income for the purposes of determining applicant eligibility:
- i. capital gains;
 - ii. any assets drawn down as withdrawals from a bank;
 - iii. money received from the sale of a property, house, or car;
 - iv. one-time payments from a welfare agency to a family or person who is in temporary financial difficulty;
 - v. tax refunds;
 - vi. gifts, loans, or lump-sum inheritances;
 - vii. college scholarships;
 - viii. one-time insurance payments, or compensation for injury;
 - ix. non-cash benefits, such as the employer-paid or union-paid portion of health insurance;
 - x. employee fringe benefits, food or housing received in lieu of wages;
 - xi. the value of food and fuel produced and consumed on farms;
 - xii. the imputed value of rent from owner-occupied non-farm or farm housing;
 - xiii. Depreciation for farm or business assets;
 - xiv. Federal non-cash benefit programs such as Medicare, Medicaid, Food Stamps, school lunches, and housing assistance;
 - xv. combat zone pay to the military;
 - xvi. Child Support;
 - xvii. Reverse mortgages;
 - xviii. Payments for care of Foster Children; and
 - xix. Any other exclusion required by federal Law.
- b. Documentation/verification of client income for the thirty (30) days preceding their application for all household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the user of the form, including policies requiring a client statement of efforts to obtain documentation of income with a notarized client signature; as outlined in §5.407(e) of the State Rules. Proof of income documentation requirements are the same for both single and multifamily housing. All proof of income must reflect earnings from within 12 months of the start date indicated on the Building Weatherization Report (BWR).
- c. No dwelling unit shall be weatherized without documentation that the dwelling unit is an eligible dwelling unit as defined in §440.22 of the WAP Regulations.
- (5) BWR to include certification of final inspection and Justification for Omission of Priorities if applicable;
 - (6) Invoices of materials purchased or inventory removal sheets;
 - (7) Invoices of labor;
 - (8) If a rental unit, Landlord Agreement form, Landlord Financial Participation form and Landlord Permission to Perform Assessment & Inspections for Rental Units" form and all other landlord forms found in the Community Affairs Division section of the Department's website at <http://www.tdhca.state.tx.us/community-affairs/wap/docs/10-WAPLandlord.pdf> ;
 - (9) "Notice of Denial and Appeal Rights," if applicable;
 - (10) Signed and dated "Building Assessment" form, to include at a minimum, existing efficiencies of all heating and cooling appliances;
 - (11) "Attic Inspection" form (local design allowed);

- (12) "Wall Inspection" form (local design allowed);
 - (13) Documentation of pre weatherization carbon monoxide readings for all combustible appliances;
 - (14) Documentation of post weatherization carbon monoxide readings for all combustible appliances;
 - (15) "Blower Door Performance Standards and Data Sheet";
 - (16) "Duct Blower Data Sheet" (if applicable);
 - (17) Refrigerator metering information;
 - (18) Signed client "Refrigerator Replacement Form" (if applicable);
 - (19) Completed, signed and dated "Priority List" form (if applicable);
 - (20) A complete copy of the approved State of Texas Energy Audit (if applicable);
 - (21) A complete "Energy Audit Data Collection Form" (local design allowed);
 - (22) A complete electronic copy of the approved State of Texas Energy Audit;
 - (23) Signed client receipt of the "Unified Weatherization Elements Notification Form" that includes Lead Hazard information, identification of Mold Like Substance, and State Historical Preservation information; and
 - (24) Signed client receipt of "Mold-Like Substance Notification and Release Form for Texas Weatherization Programs".
- C. For each multi-family project weatherized with funds received from WAP under this Contract, Subrecipient shall maintain a master file containing the following information:
- (1) "Multifamily Project Building Data Checklist";
 - (2) "Multifamily Project Completion Checklist";
 - (3) "Landlord Permission to Perform an Assessment and Inspections for Rental Units";
 - (4) "Landlord Agreement" form;
 - (5) "Landlord Financial Participation Form"; and
 - (6) Significant Data Required in all Multifamily Projects
- D. Materials standards documentation for weatherization material purchased under this Contract must be maintained. These standards must meet the requirements according to Appendix A to Part 440 of the WAP Regulations.
- E. Subrecipient shall give the federal and state funding agencies, the Comptroller General of the United States, and Department access to and the right to reproduce all records pertaining to this Contract. All such records shall be maintained for at least three years after final payment has been made and all other pending matters are closed and in accordance with §§600.153 and 600.642 of the WAP Regulations. Subrecipient shall include the requirements of this Subsection in all subcontracts.
- F. All WAP records maintained by Subrecipient, except records made confidential by law, shall be available for inspection by the public during Subrecipient's normal business hours to the extent required by the Texas Public Information Act (Chapter 552 of the Texas Government Code).
- G. All subrecipients must conduct a full household assessment addressing all possible allowable weatherization measures.

SECTION 10. REPORTING REQUIREMENTS

- A. Subrecipient shall electronically submit to Department no later than fifteen (15) days after the end of each month of the Contract Term a Performance Report listing demographic information on all units completed in the previous month and an Expenditure Report listing all expenditures of funds under this Contract during the previous month. **These reports are due even if Subrecipient has no new activity to report during the month. Both reports shall be submitted electronically.**
- B. Subrecipient shall electronically submit to Department no later than forty-five (45) days after the end of the Contract Term a final expenditure and programmatic report. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract may result in ineligibility to receive additional funds or additional contracts.
- C. Subrecipient shall submit to Department no later than forty-five (45) days after the end of the Contract Term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts. The inventory shall reflect the tools and equipment on hand as of the last day of the Contract Term.
- D. Subrecipient shall update the Previously Weatherized Units database no later than fifteen (15) days after the end of each month of the contract for units weatherized under this Contract.

56

- E. Subrecipient shall submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to §440.25 of the WAP Regulations, by the U.S. Department of Health and Human Services, or by Department.
- F. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, including responses to monitoring reports, Department may withhold any and all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives Weatherization Program funds from the Department over two or more Contracts of subsequent terms, funds may be withheld or this Contract suspended or terminated by Subrecipient's failure to submit a past due report or response (including a report of audit) from a prior Contract Term.
- G. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.sam.gov/portal/public/SAM/> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. CHANGES AND AMENDMENTS

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

SECTION 12. PROGRAM INCOME

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

SECTION 13. INDEPENDENT SUBRECIPIENT

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

SECTION 14. PROCUREMENT STANDARDS

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

SECTION 15. SUBCONTRACTS

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

SECTION 16. AUDIT

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
- (1) Subrecipients expending \$500,000 or more in total Federal awards or \$500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of Section 16, "federal financial assistance" means assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.
 - (2) Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.
 - (3) Subrecipient shall submit two (2) copies of such audit report and any associated management letter to Department's Compliance and Asset Oversight Division within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make the audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section 16 are subject to review and resolution by Department or its authorized representative. Subrecipient shall submit such audit report to the Federal clearinghouse designated by OMB in accordance with OMB A-133.
 - (4) The audit report must include verification of all expenditures by budget category, in accordance with the "Budget and Performance Statement" attached as Exhibit A to this Contract.
- B. The cost of auditing services for a Subrecipient expending less than \$500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.
- C. Subsection A of this Section 16 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- D. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

- E. Subsection A of this Section 16 notwithstanding, Subrecipients expending less than \$500,000 in Federal financial assistance may arrange for the performance of an annual financial statement audit. Such audit should include verification as required in Subsection 16(A)(4) of this section.
- F. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.
- G. Subrecipient shall procure A-133 audit services through an open, competitive process at least once every five years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.
- H. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 17. MANAGEMENT OF EQUIPMENT AND INVENTORY

- A. Subrecipient acknowledges that any vehicles, tools, and equipment with a unit acquisition cost of \$5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts, are not assets of either the Subrecipient or the Department but are held in trust for the Weatherization Assistance Program and as such are assets of the Weatherization Assistance Program. Any equipment, tools, or vehicles having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit must receive prior approval from the Department before the purchase is made.
- B. Subrecipient shall develop and implement a property management system, which conforms to the uniform administrative requirements referenced in Section 6. Subrecipient shall not use, transfer, or dispose of any property acquired in whole or in part with funds provided under this or a previous weatherization assistance program Contract except in accordance with its own property management system.
- C. Upon termination or non-renewal of this Contract, the Department may transfer the title of equipment to a third party named by the Department. Such a transfer shall be subject to the following standards:
 - (1) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.
 - (2) The Department will issue disposition instructions after receipt of final inventory.
- D. Subrecipient shall establish adequate safeguards to prevent loss, damage, or theft of property acquired hereunder and shall promptly report to Department any loss, damage, or theft of property with an acquisition cost of five thousand and no/100 dollars (\$5,000) or more.
- E. In addition to the inventory of tools and equipment required under Section 10, Subrecipient shall take a physical inventory of all WAP materials and shall reconcile the results with its property records at least once every year. Any differences between quantities determined by the inventory and those shown in the property records shall be investigated by Subrecipient to determine the cause of the difference.

SECTION 18. BONDING AND INSURANCE REQUIREMENTS

- A. If Subrecipient will enter in to a contract for weatherization activities with a third-party in the amount of \$25,000 or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient enters into a contract with a prime contractor in excess of \$100,000, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of weatherization activities.

- B. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds.
- C. Subrecipient should consider securing adequate coverage for all units to be weatherized. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each Subrecipient should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.
- D. Subrecipients must also require all contracting independent subcontractors to have general liability insurance. If pollution occurrence insurance is elected by the Subrecipient, this insurance coverage must apply for its independent subcontractors or the independent subcontractors must obtain the coverage.

SECTION 19. LITIGATION AND CLAIMS

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

SECTION 20. TECHNICAL ASSISTANCE AND MONITORING

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

SECTION 21. LEGAL AUTHORITY

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

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SECTION 22. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the WAP Act, WAP Regulations, any applicable Office of Management and Budget (OMB) Circulars, the Texas DOE WAP State Plan; the WAP State Rules, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract that it is implementing the Drug-Free Workplace Act of 1988.
- C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.
- D. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 23. PREVENTION OF FRAUD AND ABUSE

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

SECTION 24. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

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

SECTION 25. CONFLICT OF INTEREST/NEPOTISM

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

61

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

SECTION 26. POLITICAL ACTIVITY PROHIBITED

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

SECTION 27. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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

SECTION 28. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

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

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

SECTION 29. TRAINING AND TECHNICAL ASSISTANCE FUNDS

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

SECTION 30. MAINTENANCE OF EFFORT

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

62

SECTION 31. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party 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.

SECTION 32. NO WAIVER

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

SECTION 33. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
 - (1) Exhibit A, Budget and Performance Statement
 - (2) Exhibit B, Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 - (3) Exhibit C, PRWORA Requirements
 - (4) Exhibit D, Documentation of Disability

SECTION 34. SEVERABILITY

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

SECTION 35. HISTORICAL PRESERVATION

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

SECTION 36. USE OF ALCOHOLIC BEVERAGES

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

SECTION 37. APPEALS PROCESS

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

SECTION 38. SPECIAL CONDITIONS

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

SECTION 39. FORCE MAJURE

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

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

SECTION 40. TIME IS OF THE ESSENCE

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

SECTION 41. COUNTERPARTS AND FACSIMILIE SIGNATURES

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

SECTION 42. NUMBER, GENDER

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

SECTION 43. NOTICE

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

As to Department:

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

As to Subrecipient:

Travis County
 PO Box 1748
 Austin, TX 78767
 Attention: Sherri Fleming, County Executive
 Telephone: (512) 854-4100 Fax: (512) 279-1608 Email: sherri.fleming@co.travis.tx.us

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

64

SECTION 44. VENUE AND JURISDICTION

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

EXECUTED to be effective on: 2/1/2014

Travis County
a political subdivision of the State of Texas

BY: Samuel T. Biscoe, Travis County Judge on _____ Date _____

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

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

65

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 56110001914 FOR THE FY 2013
 DOE WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

EXHIBIT A

BUDGET AND PERFORMANCE STATEMENT

Travis County,
 a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 35,287.00	DOE WAP FUNDS CURRENTLY AVAILABLE
\$ 8,000.00	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
\$ 35,287.00	TOTAL ANTICIPATED DOE WAP FUNDS
\$ 8,000.00	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

CATEGORIES	FUNDS
Liability Insurance	\$ 1,000.00
Fiscal Audit	\$ 800.00
Materials / Program Support / Labor	\$ 26,790.00
Health and Safety	\$ 6,697.00
SUB-TOTAL	\$ 35,287.00
Training and Technical Assistance	\$ 8,000.00
TOTAL	\$ 43,287.00

66

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

- * Denotes that the Subrecipient must request in writing any amendment needed to a budget category before TDHCA will make any amendments. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit, Training and Technical Assistance and/or the Health and Safety categories. Subrecipients are limited to two (2) requested budget amendments during the current Contract Term. Only those written request(s) from the subrecipients received at least forty-five (45) days prior to the end of the Contract Term will be reviewed. TDHCA may decline to review written requests received during the final forty-five (45) days of the Contract Term.
- * Denotes maximum dollar amount permitted for administration based on 0.00% of the total allowable expenditures excluding travel for training.
- * Denotes maximum \$1,000 for liability insurance.
- * Denotes the maximum allowed for Health and Safety expenditures.
- * Department approved training / travel only. The Department must pre-approve any training and travel expenses.

67

PERFORMANCE

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

TRAVIS

Work orders must be submitted to weatherization contractors no later than July 31, 2014 for any weatherization activities to be completed under this Contract. All weatherization activities including final inspection must be completed no later than August 31, 2014.

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

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

Subrecipient shall provide weatherization program services sufficient to expend the Contract funds during the Contract Term. WAP costs per unit (materials, labor, and program support), excluding health and safety expenses, shall not exceed \$6,904.00 total cost per unit without prior written approval from the Department. The cumulative total cost per unit (materials, labor, and program support), shall not exceed the maximum allowable by end of the Contract Term.

68

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 56110001914 FOR THE FY 2013
DOE WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

EXHIBIT B

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

Travis County,
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, 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, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Travis County
a political subdivision of the State of Texas

BY: Samuel T. Biscoe, Travis County Judge on Date

69

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 56110001914 FOR THE FY 2013
DOE WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

EXHIBIT C

PRWORA REQUIREMENTS

**Travis County,
a political subdivision of the State of Texas**

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

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

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 56110001914 FOR THE FY 2013
DOE WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

EXHIBIT D

DOCUMENTATION OF DISABILITY

Travis County ,
a political subdivision of the State of Texas

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



**TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET**

Contract #: 56130001939
SAP #:

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	HHSVS / Community Services, Housing Services	
Contact Person/Title:	Lisa Glass / Financial Analyst Lead	
Phone Number:	512-854-4594	

Grant Title:	U. S. Department of Energy Weatherization Assistance Program (DOE)		
Grant Period:	From: Sep 15, 2013	To: Mar 31, 2015	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Housing and Community Affairs		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	U. S. Department of Energy		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 41,870.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 41,870.00
Operating:	\$ 68,640.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 68,640.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 11,296.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 11,296.00
Totals:	\$ 121,806.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 121,806.00
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	CS	
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
Applicable Departmental Measures					
1.	Number of referrals required to support housing programs from emergency assistance centers (includes: LIHEAP, and Home Repair)	710	300	475	
2.					
3.					
Measures for the Grant					
1.	# of Households receiving DOE weatherization assistance	132	8	11	
	Outcome Impact Description	Providing weatherization services and minor home repair for clients as prescribed by the grant guidelines will lower the household energy usage and lower household energy costs.			
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

The Health and Human Services and Veterans Service Department is requesting Commissioners Court approval of a grant contract with the Texas Department of Housing and Community Affairs through the Department of Energy Weatherization Assistance Program.

The grant funds, which total \$121,806, will be used by the department to provide weatherization assistance to the residences of low-income households.

There are indirect costs of \$11,296 associated with this grant. No County match is required and no there is no commitment by the Court to fund services if the grant is discontinued.

PBO recommends approval of this contract.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

The Texas Department of Housing and Community Affairs (TDHCA) has released this contract for the DOE program. The grant period for this upcoming contract will be 09/15/13 to 03/31/15. There has been a lapse of funding awarded to Travis County for this program as the Department of Energy had changed several of their processes in awarding weatherization funds to TDHCA. The last DOE program contract the department was awarded ended March 31, 2013.

The goal for this program is to assist low-income households by providing weatherization assistance to their residences. The benefit of weatherizing these households and reducing the home energy needs will further improve their ability to become energy self-sufficient.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

No additional funds are required.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs (\$11,296) at the rate of 10% of the total allowable expenditures.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes

6. If this is a new program, please provide information why the County should expand into this area.

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

Travis County Health and Human Services & Veterans Service Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff for those households deemed eligible for weatherization assistance. The Housing Services staff performs assessments of the residences and determines the weatherization services and minor home repairs that can be addressed with this grant funding and other funding sources available. Services are provided by either in-house staff or by purchasing contracted services.

This grant assistance is another program the department uses to meet the requests of low-income clients who are seeking minor home repair, and weatherization services.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 279-1608

MEMORANDUM

Date: May 27, 2014

To: MEMBERS OF THE COMMISSIONERS COURT

From: 
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

Subject: Acceptance of 2014-15 DOE Weatherization Assistance Program
Contract

Proposed Motion: Consider and take appropriate action to approve the contract with Texas Department of Housing and Community Affairs for the DOE Weatherization Assistance Program for 2014 - 15.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from the Texas Department of Housing and Community Affairs (TDHCA). The total grant funding for this contract is in the amount of \$121,806. The DOE grant funds awarded to Travis County are used to provide weatherization services and minor home repair assistance for low-income households. There has been a lapse of funding awarded to Travis County for this program as the Department of Energy had changed several of their processes in awarding weatherization funding to TDHCA. The last DOE program contract the department was awarded ended March 31, 2013.

The distribution of this program's assistance will be to qualified Travis County residents with household income levels at or below 125% of the current Federal Poverty Income Guidelines with household weatherization needs.

Budgetary and Fiscal Impact: The department will be able to use the DOE funds for administration, insurance, fiscal audit, materials, labor and training. The funds for materials will be budgeted in the GL accounts for building repairs and maintenance and supplies & equipment. Funding for labor will be budgeted in the corresponding salaries and benefit GL accounts. Funds for insurance, fiscal audit and training will be budgeted in the applicable GL accounts. No matching funds are required for this grant. This contract period is 09/15/13 through 03/31/15.

Issues and Opportunities: We were able to provide weatherization services for 8 dwelling units with use of these grant funds in the last allocation period. The department utilizes this program assisting low-income households in achieving a level of energy efficiency, giving priority to households with one or more persons age 60 or above and/or an individual with a disability. Priority also is given to those households with young children age five and under and to those with the lowest incomes that pay the highest portion of their incomes for home energy.

It should be noted that this contract is made available electronically to Travis County from the Texas Department of Housing and Community Affairs. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Leroy Nellis, Acting County Executive, Planning and Budget Office
 Aerin Toussaint, Budget Analyst Sr., Planning and Budget Office
 Nicki Riley, C.P.A., Travis County Auditor
 Cynthia Sayles, Auditor Analyst III, County Auditors Office
 Mary Etta Gerhardt, Assistant County Attorney
 Cyd Grimes C.P.M., C.P.P.O., Travis County Purchasing Agent
 Scott Worthington, Business Analyst, Travis County Purchasing Office
 Deborah Britton, Division Director, Community Services
 Lance Pearson, Social Services Program Administrator, Housing Services

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 56130001939 FOR THE
U.S. DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM
(CFDA# 81.042)

RECITALS

Whereas on February 28, 2013 the Department submitted an application to the DOE for WAP funds;

Whereas on September 12, 2013 the DOE accepted the Department's application and executed the application;

Whereas the Department was not required to sign the application in order to receive the funds;

Whereas, DOE changed several of their processes in awarding DOE WAP Funds and the Department and on September 12, 2013 the DOE released only a portion of the Department's overall award;

Whereas the Department was unwilling to enter into contracts until the entire award was available because of the uncertainty of the availability of funds. However, the DOE expressly indicated that DOE WAP funds could be used to reimburse expenses from September 2013;

Whereas, the Department had access to the entire DOE award on September 15, 2013,

Whereas, the Department is now entering into contracts with certainty with various nonprofits to administer DOE WAP funds and to implement the DOE WAP program;

Whereas, this series of recitals and execution of this Contract memorializes the intent of both the Department and the Sub recipient to be bound as of September 15, 2013, that being the time that the Sub recipients were permitted to incur allowable expenses, and that the Contract has been in effect without lapse, it being the mutual intent of the Parties that this be the case;

Whereas, the Parties mutual assent to be bound as of September 15, 2013, is further memorialized by the Parties numerous written and verbal correspondence to begin the Contract as of September 15, 2013, and is further evidenced by the execution of this Contract, and

Therefore, the Parties agree to the following:

SECTION 1. PARTIES TO THE CONTRACT

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

SECTION 2. CONTRACT TERM

The period for performance of this Contract, unless earlier terminated, is September 15, 2013 through March 31, 2015 (hereinafter the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall implement a Weatherization Assistance Program (WAP) in accordance with the provisions of Part A of the Energy Conservation in Existing Buildings Act of 1976, as amended (42 U.S.C. §6861 et seq.) ("WAP Act"), the Department of Energy Act as amended (42 U.S.C. §8621 et seq.) ("DOE Act"), the U.S. Department of Energy (DOE) implementing regulations codified in 10 C.F.R. Parts 440 and 600 ("WAP Regulations"), any applicable Office of Management and Budget (OMB) Circulars, the Texas DOE State Plan, and the implementing State regulations at Title 10, Part I, Chapter 1 of the Texas Administrative Code and Title 10, Part I, Chapter 5, Subchapters A, E and F of the Texas Administrative Code, as amended or supplemented from time to time (collectively, "WAP State Rules"). Subrecipient shall, on an equitable basis throughout its service area, develop and implement a Weatherization Assistance Program (WAP) in the counties and in accordance with the terms of this Contract and the "Budget and Performance Statement" attached as Exhibit A to this Contract, the Certifications attached hereto as Exhibit B, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the WAP attached hereto as Exhibit C, the Documentation of Disability requirements attached hereto as Exhibit D, and all such Exhibits 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. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of low-income persons. WAP services will be provided to owner occupied units as well as rental units. Priority will be given, in no particular order, to (1) households with Elderly Persons as defined in WAP State Rules, (2) Persons with Disabilities as defined in WAP State Rules, (3) households with young children that are age five (5) or younger, and/or (4) households with a high energy burden and households with high energy consumption. Before commencing any weatherization work, Subrecipients are required to complete energy audits. The work will be completed in accordance with the International Energy Conservation Code and the minimum requirements set in the State of Texas adopted International Residential Code or in jurisdictions authorized by State law to adopt later editions.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in the "Budget and Performance Statement" attached hereto as Exhibit A.
- B. Department's obligations under this Contract are contingent upon the actual receipt by Department of adequate 2013 DOE WAP federal funds. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department may then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- C. Department is not liable for any cost incurred by Subrecipient which:
- (1) is incurred to weatherize a dwelling unit which is not an eligible dwelling unit as defined in §440.22 of the WAP Regulations;
 - (2) is incurred to weatherize a dwelling unit which is designated for acquisition or clearance by a federal, state, or local program within twelve months from the date weatherization of the dwelling unit is scheduled to be completed;
 - (3) is incurred to weatherize a dwelling unit previously weatherized with WAP funds, except as provided for in §440.18(e)(2) of the WAP Regulations;
 - (4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 8 of this Contract;
 - (5) is not incurred during the Contract Term;
 - (6) is not reported to Department on a monthly expenditure or performance report, within forty five (45) days following the end of the Contract Term;
 - (7) is subject to reimbursement by a source other than Department; or
 - (8) is made in violation of any provision of this Contract or any provision of federal or state law or regulation, including, but not limited to those enumerated in this Contract.

- D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract. Department may offset or withhold any amount otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this or any other contract between the parties.
- E. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by the Department under this Contract shall not exceed the sum of **\$121,806.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Each month, Subrecipient may request an advance payment of WAP funds under this Contract. As per the Uniform Grant Management Standards, 34 T.A.C. §20.421 et seq (herein "UGMS"), Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. The timing and amount of cash advances shall be as close as administratively feasible, not to exceed a 30 day projection of the actual disbursements by the Subrecipient to direct program costs and the proportionate share of any allowable indirect costs.
- C. Subsection 4(A) notwithstanding, pursuant to §5.17 of the WAP State Rules, the Department reserves the right to use a modified cost reimbursement method of payment for all funds, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Department determines that Subrecipient has maintained excess cash balances; (2) Department identifies any deficiency in the cash controls or financial management system maintained by Subrecipient; (3) Department identifies any deficiency in the quality of weatherization work performed by Subrecipient; (4) Department determines that a modified cost reimbursement method would benefit the program; (5) Department's funding sources require the use of a modified cost reimbursement method; or (6) Subrecipient fails to comply with any of the reporting requirements of Section 10.
- D. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible dwelling units of the weatherization assistance program and for the payment of the allowable expenditures identified in Section 8 of this Contract.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

SECTION 7. TERMINATION AND SUSPENSION

- A. Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes but is not limited to Subrecipient's failure to comply with any term of this Contract. Department shall notify Subrecipient in writing no less than thirty (30) days prior to the date of termination.
- B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.

- C. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between parties.
- D. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.
- E. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient.
- F. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under WAP, or a reduction in the original allocation of funds to Subrecipient.

SECTION 8. ALLOWABLE EXPENDITURES

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

Allowable WAP expenditures under this Contract include:

- (1) the purchase and delivery of weatherization materials as defined in §440.3 of the WAP Regulations, but not to include storm doors;
- (2) labor costs for doors, primary windows and storm windows that will result in approved energy savings with SIR of one or greater in accordance with §440.19 of the WAP Regulations;
- (3) weatherization materials and labor for heating and cooling system tune ups, repairs, modification, or replacements if such will result in improved energy efficiency as demonstrated by SIR of one or better in the approved State of Texas Energy Audit and, whenever available, heating and cooling systems must have an Energy Star rating;
- (4) transportation of weatherization and repair materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;
- (5) maintenance, operation, and insurance of vehicles used to transport weatherization materials;
- (6) maintenance of tools and equipment;
- (7) purchase of tools, equipment, and vehicles (purchase of vehicles must be approved in advance by DOE);
- (8) employment of on-site supervisory personnel;
- (9) storage of weatherization materials, tools, and equipment;
- (10) incidental repairs (such as repairs to roofs, walls, floors, and other parts of a dwelling unit) if such repairs are necessary for the effective performance or preservation of weatherization measures (If incidental repairs are necessary to make the installation of the weatherization measures effective, the cost of incidental repair measures charged to WAP funds awarded under this Contract shall not exceed the cost of weatherization measures charged to WAP funds and shall have a whole house SIR of one (1) or greater on the approved State of Texas Energy Audit.);
- (11) allowable health and safety measures; and
- (12) allowable base load reduction measures.

80

- C. Health and Safety funds not expended may be moved to the labor, materials, and program support category. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least forty-five (45) days prior to the end of the Contract Term before these funds can be moved.
- D. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the "Budget and Performance Statement" attached hereto as Exhibit A. Allowable administrative costs may include reasonable costs associated with Subrecipient's administrative personnel, travel office space, equipment, and supplies which are necessary for the administration of WAP. Administrative costs are earned based upon the allowable percentage of total allowable expenditures, excluding the allowance for Department/DOE Training Travel or special equipment purchases. Subrecipient may use any or all of the funds allowed for administrative purposes under this Contract for the purchase and delivery of weatherization materials. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least forty-five (45) days prior to the end of the Contract Term before these funds can be moved.
- E. The cost of liability insurance for the weatherization program for personal injury and for property damage, not to exceed Two Thousand and No/100 Dollars (\$2,000.00) shall be an allowable WAP expenditure under the "Budget and Performance Statement" attached hereto as Exhibit A.
- F. Fiscal audit expenses for the weatherization program not to Eight Hundred and No/100 Dollars (\$800.00) shall be allowed under the "Budget and Performance Statement" attached hereto as Exhibit A, subject to Section 14, Procurement Standards.
- G. To the maximum extent practicable, Subrecipient shall secure the services of volunteers to weatherize dwelling units under the direction of qualified supervisors.

SECTION 9. RECORD KEEPING REQUIREMENTS

- A. Subrecipient shall comply with the record keeping requirements set forth at §440.24 of the WAP Regulations and §5.22 of the WAP State Rules and with such additional record keeping requirements as specified herein by Department.
- B. For each dwelling unit weatherized with funds received from WAP under this Contract, Subrecipient shall maintain a file containing the following information, including the following Department forms found in the Community Affairs Division section of the Department's website at <http://www.tdhca.state.tx.us/community-affairs/wap/guidance.htm#forms>:
 - (1) Signed and completed Application for Weatherization Services indicating the ages of the residents, presence in the household of children age five (5) or younger, Elderly Persons (60 years or older), as defined in the WAP State Rules, and Persons with Disabilities as defined in the WAP State Rules. Date of Application for Weatherization Services and associated documents must be within 12 months of the start date indicated on the building weatherization report (BWR);
 - (2) Twelve month consumer billing history for utilities;
 - (3) Consumption disclosure release form (for access to consumption data for use in surveys and studies);
 - (4) Eligibility and Eligibility documentation:
 - a. Subrecipient shall utilize the following definition of income for this contract. Subrecipient should not follow 10 T.A.C. §5.19 for client eligibility.
 - I. INCOME: Income means Cash Receipts earned and/or received by the applicant before taxes during applicable tax year(s) but not the Income Exclusions listed below in Section C. Gross Income is to be used, not Net Income.
 - II. CASH RECEIPTS: Cash Receipts include the following:
 - i. money, wages and salaries before any deductions;
 - ii. net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
 - iii. regular payments from social security, railroad retirement, unemployment compensation, strike benefits from union funds, worker's compensation, veteran's payments, training stipends, alimony, and military family allotments;
 - iv. private pensions, government employee pensions (including military retirement pay), and regular insurance or annuity payments;
 - v. dividend and/or interest;
 - vi. net rental income and net royalties;

81

- vii. periodic receipts from estates or trusts;
 - viii. net gambling or lottery winnings; and
 - ix. any other required by Federal Laws.
- III. INCOME EXCLUSIONS: The following Cash Receipts are not considered sources of income for the purposes of determining applicant eligibility:
- i. capital gains;
 - ii. any assets drawn down as withdrawals from a bank;
 - iii. money received from the sale of a property, house, or car;
 - iv. one-time payments from a welfare agency to a family or person who is in temporary financial difficulty;
 - v. tax refunds;
 - vi. gifts, loans, or lump-sum inheritances;
 - vii. college scholarships;
 - viii. one-time insurance payments, or compensation for injury;
 - ix. non-cash benefits, such as the employer-paid or union-paid portion of health insurance;
 - x. employee fringe benefits, food or housing received in lieu of wages;
 - xi. the value of food and fuel produced and consumed on farms;
 - xii. the imputed value of rent from owner-occupied non-farm or farm housing;
 - xiii. Depreciation for farm or business assets;
 - xiv. Federal non-cash benefit programs such as Medicare, Medicaid, Food Stamps, school lunches, and housing assistance;
 - xv. combat zone pay to the military;
 - xvi. Child Support;
 - xvii. Reverse mortgages;
 - xviii. Payments for care of Foster Children; and
 - xix. Any other exclusion required by federal Law.
- b. Documentation/verification of client income for the thirty (30) days preceding their application for all household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the user of the form, including policies requiring a client statement of efforts to obtain documentation of income with a notarized client signature; as outlined in §5.407(e) of the State Rules. Proof of income documentation requirements are the same for both single and multifamily housing. All proof of income must reflect earnings from within 12 months of the start date indicated on the Building Weatherization Report (BWR).
- c. No dwelling unit shall be weatherized without documentation that the dwelling unit is an eligible dwelling unit as defined in §440.22 of the WAP Regulations.
- (5) BWR to include certification of final inspection and Justification for Omission of Priorities if applicable;
 - (6) Invoices of materials purchased or inventory removal sheets;
 - (7) Invoices of labor;
 - (8) If a rental unit, Landlord Agreement form, Landlord Financial Participation form and Landlord Permission to Perform Assessment & Inspections for Rental Units" form and all other landlord forms found in the Community Affairs Division section of the Department's website at <http://www.tdha.state.tx.us/community-affairs/wap/docs/10-WAPLandlord.pdf> ;
 - (9) "Notice of Denial and Appeal Rights," if applicable;
 - (10) Signed and dated "Building Assessment" form, to include at a minimum, existing efficiencies of all heating and cooling appliances;
 - (11) "Attic Inspection" form (local design allowed);
 - (12) "Wall Inspection" form (local design allowed);
 - (13) Documentation of pre weatherization carbon monoxide readings for all combustible appliances;
 - (14) Documentation of post weatherization carbon monoxide readings for all combustible appliances;
 - (15) "Blower Door Performance Standards and Data Sheet";
 - (16) "Duct Blower Data Sheet" (if applicable);
 - (17) Refrigerator metering information;
 - (18) Signed client "Refrigerator Replacement Form" (if applicable);
 - (19) Completed, signed and dated "Priority List" form (if applicable);
 - (20) A complete copy of the approved State of Texas Energy Audit (if applicable);
 - (21) A complete "Energy Audit Data Collection Form" (local design allowed);

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

SECTION 10. REPORTING REQUIREMENTS

- A. Subrecipient shall electronically submit to Department no later than fifteen (15) days after the end of each month of the Contract Term a Performance Report listing demographic information on all units completed in the previous month and an Expenditure Report listing all expenditures of funds under this Contract during the previous month. **These reports are due even if Subrecipient has no new activity to report during the month. Both reports shall be submitted electronically.**
- B. Subrecipient shall electronically submit to Department no later than forty-five (45) days after the end of the Contract Term a final expenditure and programmatic report. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract may result in ineligibility to receive additional funds or additional contracts.
- C. Subrecipient shall submit to Department no later than forty-five (45) days after the end of the Contract Term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts. The inventory shall reflect the tools and equipment on hand as of the last day of the Contract Term.
- D. Subrecipient shall update the Previously Weatherized Units database no later than fifteen (15) days after the end of each month of the contract for units weatherized under this Contract.
- E. Subrecipient shall submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to §440.25 of the WAP Regulations, by the U.S. Department of Health and Human Services, or by Department.

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

SECTION 11. CHANGES AND AMENDMENTS

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

SECTION 12. PROGRAM INCOME

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

SECTION 13. INDEPENDENT SUBRECIPIENT

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

SECTION 14. PROCUREMENT STANDARDS

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

SECTION 15. SUBCONTRACTS

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

SECTION 16. AUDIT

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
- (1) Subrecipients expending \$500,000 or more in total Federal awards or \$500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of Section 16, "federal financial assistance" means assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.
 - (2) Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.
 - (3) Subrecipient shall submit two (2) copies of such audit report and any associated management letter to Department's Compliance and Asset Oversight Division within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make the audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section 16 are subject to review and resolution by Department or its authorized representative. Subrecipient shall submit such audit report to the Federal clearinghouse designated by OMB in accordance with OMB A-133.
 - (4) The audit report must include verification of all expenditures by budget category, in accordance with the "Budget and Performance Statement" attached as Exhibit A to this Contract.
- B. The cost of auditing services for a Subrecipient expending less than \$500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.
- C. Subsection A of this Section 16 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- D. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

- E. Subsection A of this Section 16 notwithstanding, Subrecipients expending less than \$500,000 in Federal financial assistance may arrange for the performance of an annual financial statement audit. Such audit should include verification as required in Subsection 16(A)(4) of this section.
- F. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.
- G. Subrecipient shall procure A-133 audit services through an open, competitive process at least once every five years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.
- H. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 17. MANAGEMENT OF EQUIPMENT AND INVENTORY

- A. Subrecipient acknowledges that any vehicles, tools, and equipment with a unit acquisition cost of \$5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts, are not assets of either the Subrecipient or the Department but are held in trust for the Weatherization Assistance Program and as such are assets of the Weatherization Assistance Program. Any equipment, tools, or vehicles having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit must receive prior approval from the Department before the purchase is made.
- B. Subrecipient shall develop and implement a property management system, which conforms to the uniform administrative requirements referenced in Section 6. Subrecipient shall not use, transfer, or dispose of any property acquired in whole or in part with funds provided under this or a previous weatherization assistance program Contract except in accordance with its own property management system.
- C. Upon termination or non-renewal of this Contract, the Department may transfer the title of equipment to a third party named by the Department. Such a transfer shall be subject to the following standards:
 - (1) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.
 - (2) The Department will issue disposition instructions after receipt of final inventory.
- D. Subrecipient shall establish adequate safeguards to prevent loss, damage, or theft of property acquired hereunder and shall promptly report to Department any loss, damage, or theft of property with an acquisition cost of five thousand and no/100 dollars (\$5,000) or more.
- E. In addition to the inventory of tools and equipment required under Section 10, Subrecipient shall take a physical inventory of all WAP materials and shall reconcile the results with its property records at least once every year. Any differences between quantities determined by the inventory and those shown in the property records shall be investigated by Subrecipient to determine the cause of the difference.

SECTION 18. BONDING AND INSURANCE REQUIREMENTS

- A. If Subrecipient will enter in to a contract for weatherization activities with a third-party in the amount of \$25,000 or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient enters into a contract with a prime contractor in excess of \$100,000, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of weatherization activities.

86

- B. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds.
- C. Subrecipient should consider securing adequate coverage for all units to be weatherized. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each Subrecipient should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.
- D. Subrecipients must also require all contracting independent subcontractors to have general liability insurance. If pollution occurrence insurance is elected by the Subrecipient, this insurance coverage must apply for its independent subcontractors or the independent subcontractors must obtain the coverage.

SECTION 19. LITIGATION AND CLAIMS

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

SECTION 20. TECHNICAL ASSISTANCE AND MONITORING

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

SECTION 21. LEGAL AUTHORITY

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

SECTION 22. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the WAP Act, WAP Regulations, any applicable Office of Management and Budget (OMB) Circulars, the Texas DOE WAP State Plan; the WAP State Rules, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract that it is implementing the Drug-Free Workplace Act of 1988.
- C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.
- D. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 23. PREVENTION OF FRAUD AND ABUSE

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

SECTION 24. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

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

SECTION 25. CONFLICT OF INTEREST/NEPOTISM

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

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

SECTION 26. POLITICAL ACTIVITY PROHIBITED

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

SECTION 27. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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

SECTION 28. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

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

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

SECTION 29. TRAINING AND TECHNICAL ASSISTANCE FUNDS

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

SECTION 30. MAINTENANCE OF EFFORT

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

SECTION 31. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party 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.

SECTION 32. NO WAIVER

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

SECTION 33. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
 - (1) Exhibit A, Budget and Performance Statement
 - (2) Exhibit B, Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 - (3) Exhibit C, PRWORA Requirements
 - (4) Exhibit D, Documentation of Disability

SECTION 34. SEVERABILITY

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

SECTION 35. HISTORICAL PRESERVATION

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

SECTION 36. USE OF ALCOHOLIC BEVERAGES

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

SECTION 37. APPEALS PROCESS

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

SECTION 38. SPECIAL CONDITIONS

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

SECTION 39. FORCE MAJURE

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

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

SECTION 40. TIME IS OF THE ESSENCE

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

SECTION 41. COUNTERPARTS AND FACSIMILIE SIGNATURES

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

SECTION 42. NUMBER, GENDER

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

SECTION 43. NOTICE

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

As to Department:

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

As to Subrecipient:

Travis County
PO Box 1748
Austin, TX 78767
Attention: Sherri Fleming, County Executive
Telephone: (512) 854-4100 Fax: (512) 279-1608 Email: sherri.fleming@co.travis.tx.us

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

SECTION 44. VENUE AND JURISDICTION

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

EXECUTED to be effective on: 9/15/2013

Travis County
a political subdivision of the State of Texas

BY: Samuel T. Biscoe, Travis County Judge on Date

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

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 56130001939 FOR THE FY 2013
DOE WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

EXHIBIT A

BUDGET AND PERFORMANCE STATEMENT

Travis County,
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 112,961.00</u>	DOE WAP FUNDS CURRENTLY AVAILABLE
<u>\$ 8,845.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 112,961.00</u>	TOTAL ANTICIPATED DOE WAP FUNDS
<u>\$ 8,845.00</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

CATEGORIES	FUNDS
² Administration	\$ 11,296.00
³ Liability / Pollution Occurrence Insurance	\$ 5,267.00
Fiscal Audit	\$ 800.00
Materials / Program Support / Labor	\$ 76,478.00
⁴ Health and Safety	\$ 19,120.00
SUB-TOTAL	\$ 112,961.00
⁵ Training and Technical Assistance	\$ 8,845.00
TOTAL	\$ 121,806.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

- ¹ Denotes that the Subrecipient must request in writing any amendment needed to a budget category before TDHCA will make any amendments. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit, Training and Technical Assistance and/or the Health and Safety categories. Subrecipients are limited to two (2) requested budget amendments during the current Contract Term. **Only those written request(s) from the subrecipients received at least forty-five (45) days prior to the end of the Contract Term will be reviewed. TDHCA may decline to review written requests received during the final forty-five (45) days of the Contract Term.**
- ² Denotes maximum dollar amount permitted for administration based on 10.00% of the total allowable expenditures excluding travel for training.
- ³ Denotes maximum \$2,000 for liability insurance and the remaining balance for pollution occurrence insurance.
- ⁴ Denotes the maximum allowed for Health and Safety expenditures.
- ⁵ Department approved training / travel only. The Department must pre-approve any training and travel expenses.

PERFORMANCE

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

TRAVIS

Work orders must be submitted to weatherization contractors no later than March 31, 2015 for any weatherization activities to be completed under this Contract. All weatherization activities including final inspection must be completed no later than April 30, 2015.

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

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

Subrecipient shall provide weatherization program services sufficient to expend the Contract funds during the Contract Term. WAP costs per unit (materials, labor, and program support), excluding health and safety expenses, shall not exceed \$6,904.00 total cost per unit without prior written approval from the Department. The cumulative total cost per unit (materials, labor, and program support), shall not exceed the maximum allowable by end of the Contract Term.

EXHIBIT C

PRWORA REQUIREMENTS

**Travis County,
a political subdivision of the State of Texas**

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

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

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

97

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 56130001939 FOR THE FY 2013
DOE WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

EXHIBIT D

DOCUMENTATION OF DISABILITY

**Travis County ,
a political subdivision of the State of Texas**

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