

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)



DETAILED PLAN  
PUBLIC LAW 97-35,  
AS AMENDED  
FISCAL YEAR (FY) 2012

GRANTEE: TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

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PLEASE CHECK ONE:  TRIBE  STATE  INSULAR AREA

[Department of Health and Human Services \(Federal government web site: http://www.acf.hhs.gov/programs/ocs/liheap/\)](http://www.acf.hhs.gov/programs/ocs/liheap/)  
Administration for Children and Families  
Office of Community Services  
Washington, DC 20447

August 1987, revised 05/92, 02/95, 03/96, 12/98, 11/01  
OMB Approval No. 0970-0075  
Expiration Date: 09/30/2012

THE PAPERWORK REDUCTION ACT OF 1995 (Pub. L. 104-13)  
Use of this model plan is optional. However, the information requested is required in order to receive a Low Income Home Energy Assistance Program (LIHEAP) grant in years in which the grantee is not permitted to file an abbreviated plan. Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, gathering and maintaining the data needed, and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

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## **Assurances**

The Texas Department of Housing & Community Affairs agrees to:

*(Grantee Name)*

(1) use the funds available under this title to--

- (A) conduct outreach activities and provide assistance to low income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, consistent with paragraph (5);
- (B) intervene in energy crisis situations;
- (C) provide low-cost residential weatherization and other cost-effective energy-related home repair; and
- (D) plan, develop, and administer the State's program under this title including leveraging programs,

and the State agrees not to use such funds for any purposes other than those specified in this title;

(2) make payments under this title only with respect to--

- (A) households in which one or more individuals are receiving--
  - (i) assistance under the State program funded under part A of title IV of the Social Security Act;
  - (ii) supplemental security income payments under title XVI of the Social Security Act;
  - (iii) food stamps under the Food Stamp Act of 1977; or
  - (iv) payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
- (B) households with incomes which do not exceed the greater of—
  - (i) an amount equal to 150 percent of the poverty level for such State; or
  - (ii) an amount equal to 60 percent of the State median income;

except that a State may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for such State, but the State may give priority to those households with the highest home energy costs or needs in relation to household income.

(3) conduct outreach activities designed to assure that eligible households, especially households with elderly individuals or disabled individuals, or both, and households with high home energy burdens, are made aware of the assistance available under this title, and any similar energy-related assistance available under subtitle B of title VI (relating to community services block grant program) or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 before the date of the enactment of this Act;

(4) coordinate its activities under this title with similar and related programs administered by the Federal Government and such State, particularly low-income energy-related programs under subtitle B of title VI (relating to community services block grant program), under the supplemental security income program, under part A of title IV of the Social Security Act, under

title XX of the Social Security Act, under the low-income weatherization assistance program under title IV of the Energy Conservation and Production Act, or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 before the date of the enactment of this Act;

(5) provide, in a timely manner, that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, taking into account family size, except that the State may not differentiate in implementing this section between the households described in clauses 2(A) and 2(B) of this subsection;

(6) to the extent it is necessary to designate local administrative agencies in order to carry out the purposes of this title, to give special consideration, in the designation of such agencies, to any local public or private nonprofit agency which was receiving Federal funds under any low-income energy assistance program or weatherization program under the Economic Opportunity Act of 1964 or any other provision of law on the day before the date of the enactment of this Act, except that—

(A) the State shall, before giving such special consideration, determine that the agency involved meets program and fiscal requirements established by the State; and

(B) if there is no such agency because of any change in the assistance furnished to programs for economically disadvantaged persons, then the State shall give special consideration in the designation of local administrative agencies to any successor agency which is operated in substantially the same manner as the predecessor agency which did receive funds for the fiscal year preceding the fiscal year for which the determination is made;

(7) if the State chooses to pay home energy suppliers directly, establish procedures to --

(A) notify each participating household of the amount of assistance paid on its behalf;

(B) assure that the home energy supplier will charge the eligible household, in the normal billing process, the difference between the actual cost of the home energy and the amount of the payment made by the State under this title;

(C) assure that the home energy supplier will provide assurances that any agreement entered into with a home energy supplier under this paragraph will contain provisions to assure that no household receiving assistance under this title will be treated adversely because of such assistance under applicable provisions of State law or public regulatory requirements; and

(D) ensure that the provision of vendor payments remains at the option of the State in consultation with local grantees and may be contingent on unregulated vendors taking appropriate measures to alleviate the energy burdens of eligible households, including providing for agreements between suppliers and individuals eligible for benefits under this Act that seek to reduce home energy costs, minimize the risks of home energy crisis, and encourage regular payments by individuals receiving financial assistance for home energy costs;

(8) provide assurances that,

(A) the State will not exclude households described in clause (2)(B) of this subsection from receiving home energy assistance benefits under clause (2), and

(B) the State will treat owners and renters equitably under the program assisted under this title;

(9) provide that--

(A) the State may use for planning and administering the use of funds under this title an amount not to exceed 10 percent of the funds payable to such State under this title for a fiscal year; and

(B) the State will pay from non-Federal sources the remaining costs of planning and administering the program assisted under this title and will not use Federal funds for such remaining cost (except for the costs of the activities described in paragraph (16));

(10) provide that such fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for Federal funds paid to the State under this title, including procedures for monitoring the assistance provided under this title, and provide that the State will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "Single Audit Act");

(11) permit and cooperate with Federal investigations undertaken in accordance with section 2608;

(12) provide for timely and meaningful public participation in the development of the plan described in subsection (c);

(13) provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under the plan described in subsection (c) are denied or are not acted upon with reasonable promptness; and

(14) cooperate with the Secretary with respect to data collecting and reporting under section 2610.

(15) \* beginning in fiscal year 1992, provide, in addition to such services as may be offered by State Departments of Public Welfare at the local level, outreach and intake functions for crisis situations and heating and cooling assistance that is administered by additional State and local governmental entities or community-based organizations (such as community action agencies, area agencies on aging and not-for-profit neighborhood-based organizations), and in States where such organizations do not administer functions as of September 30, 1991, preference in awarding grants or contracts for intake services shall be provided to those agencies that administer the low-income weatherization or energy crisis intervention programs.

**\* This assurance is applicable only to States, and to territories whose annual regular LIHEAP allotments exceed \$200,000. Neither territories with annual allotments of \$200,000 or less nor Indian tribes/tribal organizations are subject to Assurance 15.**

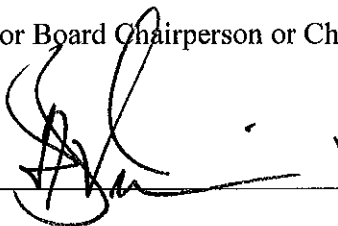
(16) use up to 5 percent of such funds, at its option, to provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance, including needs assessments, counseling, and assistance with energy vendors, and report to the Secretary concerning the impact of such activities on the number of households served, the level of direct benefits provided to those households, and the number of households that remain unserved.

**Certification to the Assurances**

As Chief Executive Officer, I agree to comply with the sixteen assurances contained in Title XXVI of the Omnibus Budget Reconciliation Act of 1981, as amended. By signing these assurances, I also agree to abide by the standard assurances on lobbying, debarment and suspension, and a drug-free workplace.

Signature of the Tribal or Board Chairperson or Chief Executive Officer of the State or Territory.

Signature: \_\_\_\_\_



Title: \_\_\_\_\_

Acting Director

Date: \_\_\_\_\_

August 23, 2011

**The Governor of Texas has delegated the responsibility of signing this document to the Executive Director of the Texas Department of Housing and Community Affairs. A copy of the letter is attached.**

**The EIN (Entity Identification Number) of the Texas Department of Housing & Community Affairs, which receives the grant funds, appears on the cover of this application.**

In the above assurances which are quoted from the law, "State" means the 50 States, the District of Columbia, an Indian Tribe or Tribal Organization, or a Territory; "title" of the Act refers to Title XXVI of the Omnibus Budget Reconciliation Act of 1981 (OBRA), as amended, the "Low Income Home Energy Assistance Act"; "section" means Section 2605 of OBRA; and, "subsection" refers to Section 2605(b) of OBRA.

## Components Operated Under LIHEAP

[Statutory references](#)

<http://www.acf.hhs.gov/programs/ocs/liheap/guidance/index.html#sr>

2605(a) 2605(b)(1)	Please check which components you will operate under the LIHEAP program. (Note: You must provide information for each component designated here as requested elsewhere in this plan.)
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### Use of Funds

Program Component	Dates of Operation
heating assistance	December – February
cooling assistance	March – November
crisis assistance	January – December
weatherization assistance	April – March

2605(c)(1)(C)	➤ Please estimate what amount of available LIHEAP funds will be used for each component that you will operate: <b>The total of all percentages must add up to 100%.</b>	
Use of Funds	5%	heating assistance
	45%	cooling assistance
	10%	crisis assistance
2605(k)(1)	25%	weatherization assistance
	0%	carryover to the following fiscal year
2605(b)(9)	10%	administrative and planning costs
2605(b)(16)	5%	services to reduce home energy needs including needs assessment (assurance 16)
	0%	used to develop and implement leveraging activities (limited to the greater of 0.08% or \$35,000 for States, the greater of 2% or \$100 for territories, tribes and tribal organizations).
	100%	<b>TOTAL</b>

### Alternate Use of Crisis Assistance Funds

2605(c)(1)(C)	➤ The funds reserved for winter crisis assistance that have not been expended by March 15 will be reprogrammed to:	
	<input type="checkbox"/>	Heating assistance
	<input type="checkbox"/>	Cooling assistance
	<input type="checkbox"/>	weatherization assistance
	<input checked="" type="checkbox"/>	Other(specify): Year-round crisis

➤ Do you accept applications for energy crisis assistance at sites that are geographically accessible to all households in the area to be served? (This is required by the statute.)

Yes       No

**Eligibility**

2605(b)(2) 2605(c)(1)(A)	➤ What are your maximum eligibility limits? (Please check the components to which they apply.) <u><b>Current year guidelines must be used.</b></u> <a href="http://aspe.os.dhhs.gov/poverty/figures-fed-reg.shtml">http://aspe.os.dhhs.gov/poverty/figures-fed-reg.shtml</a>			
<input type="checkbox"/>	150% of the poverty guidelines:	<input type="checkbox"/> Heating	<input type="checkbox"/> Cooling	<input type="checkbox"/> Crisis <input type="checkbox"/> WX
<input checked="" type="checkbox"/>	125% of the poverty guidelines:	<input checked="" type="checkbox"/> Heating	<input checked="" type="checkbox"/> Cooling	<input checked="" type="checkbox"/> Crisis <input checked="" type="checkbox"/> WX
<input type="checkbox"/>	110% of the poverty guidelines:	<input type="checkbox"/> Heating	<input type="checkbox"/> Cooling	<input type="checkbox"/> Crisis <input type="checkbox"/> WX
<input type="checkbox"/>	60% of the State's median income:	<input type="checkbox"/> Heating	<input type="checkbox"/> Cooling	<input type="checkbox"/> Crisis <input type="checkbox"/> WX

N/A	*	Households automatically eligible if one person is receiving			
	<input type="checkbox"/> TANF	<input type="checkbox"/> SSI	<input type="checkbox"/> Food Stamps	<input type="checkbox"/> WX	
N/A	<b>NONE</b>	Certain means-tested veterans programs			
	<input type="checkbox"/> Heating	<input type="checkbox"/> Cooling	<input type="checkbox"/> Crisis	<input type="checkbox"/> WX	

\* Subrecipient agencies will base applicant household eligibility on TAC Title 10, Part 1, Chapter 5, Subchapter A, §5.19 and §5.20.

2605(c)(1)(A) 2605(b)(2) (eligibility)	➤ Do you have additional eligibility requirements for:	<b>Yes</b>	<b>No</b>
	<b>Heating Assistance?</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	➤ Do you use:		
	Assets test?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	➤ Do you give priority in eligibility to:		
	Elderly?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Disabled?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Young children?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other: (If Yes, please describe) <b>High energy burden, High energy consumption.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2605(c)(1)(A) 2605(b)(2) (eligibility)	➤ Do you have additional eligibility requirements for:	<b>Yes</b>	<b>No</b>
	<b>Cooling Assistance?</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	➤ Do you use:		
	Assets test?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	➤ Do you give priority in eligibility to:		
	Elderly?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Disabled?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Young children?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other: (If Yes, please describe) <b>High energy burden, High energy consumption.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2604(c) 2605(c)(1)(A) (eligibility)	➤ Do you have additional eligibility requirements for:  <b>Crisis Assistance?</b>	Yes  <input type="checkbox"/>	No  <input checked="" type="checkbox"/>
	➤ Do you use: Assets test? Must the household have received a shut-off notice or have an empty tank? Must the household have exhausted regular benefit? Must the household have received a rent eviction notice? Must heating/cooling be medically necessary? Other (Please explain):	 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	 <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
	➤ What constitutes a crisis? (Please describe)  A utility disconnection notice may constitute an energy crisis.  Extreme hot or cold weather, defined at the local level.		

2605(c)(1)(A) (eligibility)	➤ Do you have additional eligibility requirements for:  <b>Weatherization?</b>	Yes  <input type="checkbox"/>	No  <input checked="" type="checkbox"/>
	➤ Do you use: Assets test? Priority groups? (Please list) Elderly? Disabled? Young children? Other: (If Yes, please describe) <b>High energy burden, High energy consumption.</b>	 <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	 <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	➤ Are you using Department of Energy (DOE) Low Income Weatherization Assistance Program (LIWAP) rules ( <a href="http://apps1.eere.energy.gov/weatherization/">http://apps1.eere.energy.gov/weatherization/</a> ) to establish eligibility or to establish priority eligibility for households with certain characteristics?  ➤ If Yes, are there exceptions? Please list below. <b><a href="#">Texas Administrative Code Title 10, Part 1, Chapter 5, Subchapter E.</a></b> <b><a href="http://info.sos.state.tx.us/pls/pub/readtac\$ext.ViewTAC?tac_view=5&amp;ti=10&amp;pt=1&amp;ch=5&amp;sch=E&amp;rl=Y">http://info.sos.state.tx.us/pls/pub/readtac\$ext.ViewTAC?tac_view=5&amp;ti=10&amp;pt=1&amp;ch=5&amp;sch=E&amp;rl=Y</a></b> <b>RULE §5.507 - Subrecipient Requirements for Establishing Priority for Eligible Households and Client Eligibility Criteria</b>		

**Outreach Activities**

2605(b)(3) 2605(c)(3)(A)	➤ Please check the outreach activities that you conduct that are designed to assure that eligible households are made aware of all LIHEAP assistance available:	
	<input checked="" type="checkbox"/>	provide intake service through home visits or by telephone for the physically infirm (i.e. elderly or disabled).
	<input checked="" type="checkbox"/>	place posters/flyers in local and county social service offices, offices of aging, Social Security offices, VA, etc.
	<input checked="" type="checkbox"/>	publish articles in local newspapers or broadcast media announcements.
	<input checked="" type="checkbox"/>	include inserts in energy vendor billings to inform individuals of the availability of all types of LIHEAP assistance.
	<input type="checkbox"/>	Make mass mailing to past recipients of LIHEAP.
	<input checked="" type="checkbox"/>	inform low income applicants of the availability of all types of LIHEAP assistance at application intake for other low-income programs.
	<input checked="" type="checkbox"/>	execute interagency agreements with other low-income program offices to perform outreach to target groups.
	<input type="checkbox"/>	other (Please specify):

**Coordination**

2605(b)(4)	➤ <i>Please describe how you will assure that LIHEAP is coordinated with similar and related programs. The description provided applies to all components unless specifically noted.</i>	
2605 (b)(1)(C) 2605(b)4	Subrecipients coordinate with other social service agencies to provide services to eligible households. In particular, subrecipients make documented referrals to the local WAP subrecipient.	
2605(b)(7)(D)	Subrecipients coordinate with local energy vendors to arrange for arrearage reduction, reasonably reduced payment schedules, or cost reductions.	
2605(b)(6)	Community Action Agencies, local government entities, and private nonprofit agencies, administer the LIHEAP program. To share information, enhance and develop service capacities, and integrate resources, The Department works with the Texas Association of Community Action Agencies, the Public Utility Commission, the Texas Railroad Commission, utility companies, and other State entities serving the low-income population.	

**Benefit Levels: Equal Treatment**

2605(b)(5) 2605(b)(2) 2605(b)(8A)	➤ <i>The statute requires that there be no difference in the treatment of households eligible because of their income and those eligible because they receive benefits under TANF, Food Stamps, SSI, or certain means-tested veterans programs ("categorically eligible"). How do you ensure there is no difference when determining eligibility and benefit amounts? This applies to all components unless specifically noted below.</i>
	There is no difference in treatment based on the receipt or non-receipt of public assistance benefits. Subrecipients will base applicant household eligibility on TAC Title 10, Part 1, §5.19 (Client Income Guidelines) and §5.20 (Determining Income Eligibility) for all Community Affairs programs.

**Determination of Benefits**

**Heating Component**

2605(b)(5)	➤ Please check the variables you use to determine your benefit levels (check all that apply):	
	<input checked="" type="checkbox"/>	Income
	<input checked="" type="checkbox"/>	family (household) size
	<input checked="" type="checkbox"/>	home energy cost or need
	<input type="checkbox"/>	fuel type
	<input type="checkbox"/>	climate/region
	<input checked="" type="checkbox"/>	individual bill
	<input type="checkbox"/>	dwelling type
	<input checked="" type="checkbox"/>	energy burden (% of income spent on home energy)
	<input checked="" type="checkbox"/>	energy need
	<input type="checkbox"/>	other (describe):

**Benefit Levels**

2605(b)(5) 2605(c)(1)(B)	<input type="checkbox"/> <i>Describe how you will assure that the highest benefits go to households with the lowest incomes and the highest energy costs or needs in relation to income, taking into account family size.</i>  Please describe benefit levels or attach a copy of your payment matrix.
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Households With Incomes of:	Household may receive an amount needed to address their energy payment shortfall not to exceed:
0 to 50% of Poverty	\$1,200.00
50% to 75% of Poverty	\$1,100.00
75% to 125% of Poverty	\$1,000.00

➤ Do you provide in-kind (e.g., blankets, space heaters) and/or other forms of benefits?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If Yes, please describe.
_____		

**Cooling Component**

2605(b)(5) 2605(c)(1)(B)	➤ Please check the variables you use to determine your benefit levels (check all that apply):	
	<input checked="" type="checkbox"/>	Income
	<input checked="" type="checkbox"/>	family (household) size
	<input checked="" type="checkbox"/>	home energy cost or need
	<input type="checkbox"/>	fuel type
	<input type="checkbox"/>	climate/region
	<input checked="" type="checkbox"/>	individual bill
	<input type="checkbox"/>	dwelling type
	<input checked="" type="checkbox"/>	energy burden (% of income spent on home energy)
	<input checked="" type="checkbox"/>	energy need
	<input type="checkbox"/>	other (describe):

**Benefit Levels**

2605(b)(5) 2605(c)(1)(B)	➤ Describe how you will assure that the highest benefits go to households with the lowest incomes and the highest energy costs or needs in relation to income, taking into account family size. <i>Please describe benefit levels or attach a copy of your payment matrix.</i>
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Households With Incomes of:	Household may receive an amount needed to address their energy payment shortfall not to exceed:
0 to 50% of Poverty	\$1,200.00
50% to 75% of Poverty	\$1,100.00
75% to 125% of Poverty	\$1,000.00

➤ Do you provide in-kind (e.g., blankets, space heaters, fans) and/or other forms of benefits?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If Yes, please describe.

**Crisis Component**

2605(b)(5), 2605(c)(1)(B)	➤ How do you handle crisis situations?		
	<input checked="" type="checkbox"/> Separate component	<input type="checkbox"/> other (please explain)	
	➤ If you have a separate component, how do you determine crisis assistance benefits?		
	<input checked="" type="checkbox"/>	amount to resolve crisis, up to maximum	
	<input type="checkbox"/>	other (please describe)	

**Benefit Levels**

	➤ Please indicate the maximum benefit for each type of crisis assistance offered.		
	Heating	\$ n/a	maximum benefit
	Cooling	\$ n/a	maximum benefit
	Year-round	\$1,200	maximum benefit
	➤ Do you provide in-kind (e.g. blankets, space heaters, fans) and/or other forms of benefits?		
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If Yes, please describe.

**WEATHERIZATION & OTHER ENERGY RELATED HOME REPAIR AND IMPROVEMENTS**

2605(b)(5), 2605(c)(1), (B) & (D)	➤ What LIHEAP weatherization services/materials do you provide? (Check all categories that apply.)
-----------------------------------------	----------------------------------------------------------------------------------------------------

**Types of Assistance**

<input checked="" type="checkbox"/>	Weatherization needs assessments/audits.
<input checked="" type="checkbox"/>	Caulking, insulation, storm windows, etc.
<input checked="" type="checkbox"/>	Furnace/heating system modifications/repairs
<input checked="" type="checkbox"/>	Furnace replacement
<input checked="" type="checkbox"/>	Cooling efficiency modifications/repairs/replacement
<input checked="" type="checkbox"/>	Other <u>Energy Related Home Repair</u> (Please describe) a) roof, wall, and floor repair to complete weatherization measures; b) repair or replace essential electrical wiring to complete related weatherization measures, while complying with safety codes; c) solar screens or window film (where appropriate); d) replacement of refrigerators 1993 or older or metered to have an SIR of 1 or greater on the Departments refrigerator tool; e) mobile home skirting to protect belly insulation; f) overhangs to protect mobile home doors; g) carpentry work to protect outside water heater from exposure; and h) weatherization-related health and safety safeguards as defined by DOE.

**Benefit Levels**

➤ Do you have a maximum LIHEAP weatherization benefit/expenditure per household?			
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, what is the maximum amount?	<b>\$6,000</b>

**Types of Rules (DOE or LIHEAP)**

➤ Under what rules do you administer LIHEAP weatherization? (Check only one.)	
<input type="checkbox"/>	Entirely under LIHEAP (not DOE) rules
<input type="checkbox"/>	Entirely under DOE LIWAP rules
<input checked="" type="checkbox"/>	Mostly under LIHEAP rules with the following DOE LIWAP rule(s) where LIHEAP and LIWAP rules differ (Check all that apply):
<input checked="" type="checkbox"/>	Weatherize buildings if at least 66% of units (50% in 2- & 4-unit buildings) are eligible units or will become eligible within 180 days
<input checked="" type="checkbox"/>	Weatherize shelters temporarily housing primarily low income persons (excluding nursing homes, prisons, and similar institutional care facilities).
<input checked="" type="checkbox"/>	Other (Please describe)
<input type="checkbox"/>	Mostly under DOE LIWAP rules, with the following LIHEAP rule(s) where LIHEAP and LIWAP rules differ (Check all that apply.)
<input checked="" type="checkbox"/>	Weatherization not subject to DOE LIWAP maximum statewide average cost per dwelling unit.
<input checked="" type="checkbox"/>	Other <u>Energy Related Home Repair</u> (Please describe.) TDHCA will allow the use of a client's LIHEAP weatherization award for structural and ancillary repairs only if required to enable effective weatherization.

**Agency Designation**

2605(b)(6)	The state administers LIHEAP through the following types of local agencies:		
	<input type="checkbox"/>	county welfare offices	
	<input checked="" type="checkbox"/>	community action agencies (weatherization component only)	
	<input checked="" type="checkbox"/>	community action agencies (heating, cooling or crisis)	
	<input checked="" type="checkbox"/>	charitable organizations (nonprofit)	
	<input type="checkbox"/>	not applicable (i.e. state energy office)	
	<input type="checkbox"/>	tribal office	
	<input checked="" type="checkbox"/>	other, describe: <b>Units of local government and Councils of Government.</b>	
	➤ Have you changed local administering agencies from last year?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	If Yes, please describe how you selected them. <b>Request for Application (RFA)</b>		
	➤ What components are affected by the change?	<b>Heating, cooling, crisis, weatherization.</b>	

### Targeting of Assistance

2605(c)(1)(E)	<p>➤ Please describe any additional steps (other than those described elsewhere in this plan) that will be taken to target assistance to households with high home energy burdens. (This applies to all components. If all steps to target households with high home energy burdens are described elsewhere in the plan, no further information is required here.)</p>

### Energy Suppliers

2605(b)(7)	➤ Do you make payments directly to home energy suppliers?		
	Heating	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Cooling	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Crisis	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	If Yes, are there exceptions?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If Yes, please describe.		

2605(b)(7)(A)	<p>➤ If you make payments directly to home energy suppliers, how do you notify the client of the amount of assistance paid? (Please describe)</p> <p>When the client applies for assistance, the subrecipient determines eligibility, the amount of assistance, and the appropriate component. This information is given to the client along with the client agreement.</p>		
2605(b)(7), (B) & (C)	<p>➤ How do you make sure the home energy supplier performs what is required in this assurance? If vendor agreements are used, they may be attached. Indicate each component for which this description applies.</p> <p>Vendor agreements are used in all components. A sample copy is attached.</p>		

### Owners & Renters

2605(b)(8)(B)	➤ Is there any difference in the way owners and renters are treated? If Yes, please describe.		
	Heating Assistance	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Cooling Assistance	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Crisis Assistance	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Weatherization	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**Program, Fiscal Monitoring, and Audit**

2605(b)(10)	<p>➤ <i>How do you ensure good fiscal accounting and tracking of LIHEAP funds? (Please describe. Include a description of how you monitor fiscal activities.)</i></p> <ol style="list-style-type: none"> <li>1. review annual audits;</li> <li>2. monitor fiscal records;</li> <li>3. review Monthly Expenditure and Performance Reports.</li> </ol>
	<p>➤ <i>How do you monitor program activities? (Please be sure to include a description of how you monitor eligibility and benefit determination.)</i></p> <ul style="list-style-type: none"> <li>• The Department requires each subrecipient to submit monthly funding and performance reports. Reports are due on the fifteenth of the following month.</li> <li>• The Contract Specialist will complete a desk monitoring review of monthly funding and performance reports to ensure the subrecipient has the capacity to carry out program activities in a timely manner.</li> <li>• Assigned Program Officer for each subrecipient will track program compliance and performance activities.</li> <li>• Program Officers will perform an onsite monitoring visit of each subrecipient at least once every two years based on a Risk Assessment Module. On-site monitoring will be performed in conjunction with the Division’s Community Service Block Grant whenever possible. TDHCA may monitor a subrecipient more than once based on the previous monitoring report and current contract performance.</li> <li>• Program Officer will review the subrecipient’s financial records such as the single audit, general ledgers, receipts, bank statements, bank reconciliation reports, and checks to ensure that program funds are being expended on allowable program activities.</li> <li>• Program Officer will review individual client records to ensure the clients are eligible, prioritized, and served within the contract and TDHCA established guidelines. Client files will also be reviewed to ensure household needs have been identified, the client has been provided client education, and referred to other programs that have been identified by the subrecipient.</li> <li>• Program Officer will complete a monitoring check list and report that outlines findings and recommendations.</li> <li>• Upon the Manager’s review a report will be mailed to each subrecipient.</li> <li>• Subrecipient must submit a written response within 45 days of the report. The response must address any possible corrective actions if any.</li> <li>• A review of the response in order to ensure all possible corrective actions has been implemented by the subrecipient.</li> </ul>
	<p>➤ <i>How is your LIHEAP program audited?</i></p>
	<p>Under the Single Audit Act? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>If not, please describe:</p>

2605(b)(10)	➤ <i>How do you ensure good fiscal accounting and tracking of LIHEAP funds? (Please describe. Include a description of how you monitor fiscal activities.)</i> 1. review annual audits; 2. monitor fiscal records; 3. review Monthly Expenditure and Performance Reports.		
For States and Territories:			
	➤ Is there an annual audit of local administering agencies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If not, please explain. TDHCA contract requires subrecipients that exceed \$500,000 in expenditures to follow the single Audit procedures and submit a copy of the Audit to the Department for review.			

**Timely and Meaningful Public Participation**

2605(b)(12)	➤ <i>How did you get timely and meaningful public participation in the development of the plan? (Please describe.)</i> <ul style="list-style-type: none"> <li>• The Department prepared a Draft LIHEAP Plan for FFY 2012 as a means of informing interested parties prior to the annual LIHEAP Public Hearing on July 19, 2011.</li> <li>• The draft plan was submitted for The Department Board approval at the June 30, 2011 meeting – prior to publication.</li> <li>• A Texas Register announcement (see appendix), The Department website, and opt-in email distribution publication informed the Texas Legislature and general public about the public hearing.</li> <li>• The Draft LIHEAP Plan appeared on the Department Internet site beginning July 1, 2011.</li> <li>• The Department transmitted the Draft LIHEAP Plan by e-mail to all TDHCA Energy Assistance subrecipients, Weatherization Policy Advisory Committee members, and other interested parties and let them know the document’s internet location (<a href="http://www.tdhca.state.tx.us/ea.htm">http://www.tdhca.state.tx.us/ea.htm</a>).</li> <li>• The Department accepted written and verbal comments within the public participation process through <u>July 19, 2011, 5:00 p.m.</u> The Department requested that comments be sent by e-mail to <a href="mailto:cate.taylor@tdhca.state.tx.us">cate.taylor@tdhca.state.tx.us</a> or by fax (512) 475-3935 or by postal service to TDHCA, Energy Assistance Section, P.O. Box 13941, Austin, Texas 78711-3941.</li> <li>• The Department incorporates public comments, including workable suggestions that do not alter the intent of LIHEAP, into the final plan.</li> <li>• The Department Board receives the final plan for approval on July 28, 2011.</li> </ul>		
2605(a)(2)	➤ Did you conduct public hearings on the proposed use and distribution of your LIHEAP funds?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
When? July 19, 2010; 1:30 p.m. – 3:30 p.m.			
Where? Insurance Annex Building, 221 East 11th St., Room #116, Austin, Texas			

**Fair Hearing Procedures**

Fair Hearings 2605(b)(13)	<p>➤ Describe your fair hearing procedures for households whose applications are denied or not acted on in a timely manner. When are applicants informed of these rights?</p>
	<p>The Department will ensure that subrecipients provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied or not acted upon in a timely manner by requiring subrecipients to:</p> <ul style="list-style-type: none"> <li>• print information about clients’ rights on the application forms and information sheets;</li> <li>• provide opportunity for fair administrative hearings in cases of application denial, delay, or inaction;</li> <li>• Provide written notification to applicant of denial of assistance within ten (10) days of the adverse determination. Notification includes written instructions of the appeals process and specific reasons for the denial. Applicants wishing to appeal a decision must provide written notice to subrecipient within 10 days of receipt of the denial notice. <u>Subrecipient maintains documentation of appeals in the client files.</u></li> </ul> <p>Applicants may subsequently appeal to the Department. An applicant must provide a written appeal request to the Department within 10 days of receiving the subrecipient’s second determination. The Department appeals committee composed of at least three persons hears the appeal within 10 days of receiving the appeal. The subrecipient provides to the Department an audio tape recording or detailed notes of its hearing and pertinent client files. The Department will review the recording and notes from the hearing, the committee’s decision and any other relevant information. The Department will not take additional oral testimony. The Department will notify all parties in writing of its decision within 30 days of the receipt of the appeal.</p>

**Alternate Outreach and Intake**

2605(b)(15)	<p><b>For States and Puerto Rico only</b> (not applicable to Tribes and tribal organizations, or to territories whose annual regular LIHEAP allotments are \$200,000 or less):</p>	
	<p>➤ Does the State agency that administers the following LIHEAP component also administer the State's welfare program?</p>	
	Heating Assistance	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	If Yes, describe alternate process for outreach and intake:	
	Cooling Assistance	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	If Yes, describe alternate process for outreach and intake:	
	Crisis Assistance	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	If Yes, describe alternate process for outreach and intake:	

**Assurance 16 Activities**

2605(b)(16)	<p>➤ Do you use LIHEAP funds to provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance? (This assurance refers to activities such as needs assessments, counseling, and assistance with energy vendors.)</p>
	<p style="text-align: center;"><input checked="" type="checkbox"/> Yes <span style="margin-left: 200px;"><input type="checkbox"/> No</span></p>
	<p><i>If Yes, please describe these activities.</i></p> <ol style="list-style-type: none"> <li>1. Identify household needs.</li> <li>2. Provide literature and energy conservation education.</li> <li>3. Refer client to other appropriate programs.</li> <li>4. Encourage responsible vendor and consumer behavior.</li> </ol> <p>Subrecipients provide applications, forms, and energy education materials in Spanish, English, or other language when appropriate.</p>
	<p><i>If Yes, how do you ensure that you don't use more than 5% (statutory ceiling) of your LIHEAP funds for these activities?</i></p> <p>Assurance 16 activities are a separate budget category at both the state and subrecipient levels. Both the accounting and the reporting systems do not allow expenditures over the 5% cap.</p>

**Leveraging**

2607A	<p>➤ Please describe leveraging activities planned for the fiscal year. <b>(This entry is optional.)*</b> Complete this entry if you plan to apply for LIHEAP leveraging incentive funds and to include in your leveraging report resources/benefits provided to low income households this fiscal year under criterion (iii) in 45 CFR 96.87(d)(2). Provide the following information for each:</p> <ol style="list-style-type: none"> <li>(1) Identify and described each resource/benefit;</li> <li>(2) Identify the source(s) of each resource; and</li> <li>(3) Describe the integration/coordination of each resource/benefit with the LIHEAP program, consistent with 1 or more of conditions A-H in 45 CFR 96.87(d)(2)(iii).</li> </ol>
2607(A) 45CFR96 §96.87(d)(2) (i)	<p>In order for subrecipients to serve eligible households in a comprehensive manner, creation of partnerships with private industries and utility vendors is essential. LIHEAP staff members, both at the grantee and the subrecipient level, have devoted substantial time and resources in the negotiation and design of these partnerships.</p>
§96.87(d)(1)	<p>The resources leveraged by these activities are from non-federal sources such as utility companies. They are provided to the LIHEAP grantee or only accessible to LIHEAP clients. They represent a net addition to the total home energy resources available to low-income households, are measurable and quantifiable, and meet the requirements for countable resources.</p>

2607A	<p>➤ Please describe leveraging activities planned for the fiscal year. <b>(This entry is optional.)*</b> Complete this entry if you plan to apply for LIHEAP leveraging incentive funds and to include in your leveraging report resources/benefits provided to low income households this fiscal year under criterion (iii) in 45 CFR 96.87(d)(2). Provide the following information for each:</p> <ol style="list-style-type: none"> <li>(1) Identify and described each resource/benefit;</li> <li>(2) Identify the source(s) of each resource; and</li> <li>(3) Describe the integration/coordination of each resource/benefit with the LIHEAP program, consistent with 1 or more of conditions A-H in 45 CFR 96.87(d)(2)(iii).</li> </ol>
	The following resources have been leveraged on behalf of LIHEAP clients:
<p>§96.87(d)(2)(iii)(D),                  §96.87(d)(2)(iii)(E),                  §96.87(d)(2)(iii)(F),                  §96.87(e)(1)(i)</p>	<p>Subrecipients utilize state approved vendor agreements with energy providers. These agreements may provide for waivers on reconnection fees and waivers on deposits. These agreements ensure that the energy vendor will charge the eligible household only the difference between the cost of home energy actually consumed and the amount of the payment made by TDHCA through LIHEAP. Agreements ensure that energy vendors will treat LIHEAP clients with no disadvantage relative to all other customers.</p> <p>TDHCA currently uses written agreements with private, investor owned electric utility companies (IOUs) to provide funding for the following resources or services:</p>
<p>§96.87(d)(2)(ii)                  §96.87(e)(1)(iii)                  §96.87(e)(1)(vi)</p>	<p>IOU Weatherization Programs provide additional funding for the LIHEAP-funded Weatherization Assistance Program. Utility funds supplement work on housing units weatherized under the state’s WAP. TDHCA administers the funds through its LIHEAP WAP network of weatherization contractors.</p>

\* Leveraged resources/benefits that are counted under criterion (iii) in 45 CFR 96.87(d)(2) must be identified and described in the grantee's LIHEAP plan and distributed as indicated in the plan. In addition, leveraging resources/benefits that are counted under criterion (ii) must be carried out under one or more components of the grantee's regular LIHEAP program.

**ADDITIONAL CERTIFICATIONS AND REQUIREMENTS**

Attached are additional certifications required as follows:

- **Lobbying certification**, which must be filed by all States and territories. If applicable, Form LLL, which discloses lobbying payments, must be submitted. (**Tribes and tribal organizations are EXEMPT**) (Above link shows source document only.)
- **Debarment and suspension certification**, which must be filed by all grantees. (Above link shows source document only.)
- **Drug-free workplace requirement certification**, which must be filed by all grantees, unless the grantee has filed a statewide certification with the Department of Health and Human Services. **STATES ONLY:** If you have filed a statewide certification for the drug-free workplace requirement, please check here:  (Above link shows source document only.)
- One of the new requirements included in the 1994 reauthorization of the statute is that grantees must include in their annual application for funds a report on the number and income levels of households applying for and receiving LIHEAP assistance, and on the number of recipient households that have members who are elderly, disabled, or young children.

**All Tribes and those territories with allotments of less than \$200,000** need only submit data on the number of households served by each component (heating, cooling, weatherization and crisis). The approval for the collection of information contained in the **LIHEAP Household Report** is covered by OMB approval number 0970-0060.

- Though not a part of this application, the report on funds to be carried over or available for reallocation as required by section 2607(a) for the preceding year must be submitted by August 1 of each year. A grant award for the current fiscal year may not be made until the carryover/reallocation report is received. The approval for the collection of information contained in the **LIHEAP Carryover and Reallocation Report** is covered by OMB approval number 0970-0106.

**Attachments**

1. FFY 2012 LIHEAP Program Integrity Assessment Supplement
  - A. TDHCA Recommended Practice on Fraud, Waste, and Abuse
  - B. Texas Administrative Code for TDHCA's LIHEAP programs.
  - C. Vendor Agreement Sample
  - D. Sample of Department approved Declaration of Income Statement
  - E. Sample TDHCA contract for PY 2011 CEAP Subrecipients
  - F. Sample TDHCA contract for PY 2011 LIHEAP Subrecipients
2. Preliminary FFY 2011 LIHEAP Household Report
3. [Contractors \(Subrecipient Agencies\)](http://www.tdhca.state.tx.us/ea/index.htm)  
<http://www.tdhca.state.tx.us/ea/index.htm>
4. Required Certifications
  - A. Lobbying Certification
  - B. Debarment and Suspension Certification
  - C. Drug-free Workplace requirement Certification
5. PY 2011 DOE WAP State Plan <http://www.tdhca.state.tx.us/ea/docs.htm>
6. LIHEAP Designation Letter for TDHCA



PROGRAM INTEGRITY ASSESSMENT SUPPLEMENT

TEXAS FFY 2012 LIHEAP PLAN

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**ABSTRACT:**

HHS is requiring further detail from Grantees on their FY2012 plans for preventing and detecting fraud, abuse, and improper payments. HHS is also requiring that Grantees highlight and describe all elements of this FY2012 plan which represent improvements or changes to the Grantees' FY2011 plan for preventing and detecting fraud, abuse and improper payment prevention.

**INSTRUCTIONS:**

Please provide full descriptions of the Grantee's plans and strategy for each area, and attach/reference excerpts from relevant policy documents for each question/column. Responses must explicitly explain whether any changes are planned for the new FY.

**1. RECENT AUDIT FINDINGS**

*Necessary outcomes from these systems and strategies: The timely and thorough resolution of weaknesses or reportable conditions as revealed by the audit.*

- a. Describe any audit findings of material weaknesses and reportable conditions, questioned costs and other findings cited in FY2011 or the prior three years, in annual audits, Grantee monitoring assessments, Inspector General reviews, or other Government Agency reviews of LIHEAP agency finances.**

During the 2009 Audit by the State Auditor's office (through KPMG) an audit finding was received regarding administrative privileges within the Genesis Community Affairs Contract System and the PeopleSoft system.

In FY 2010, Grantee monitoring assessment revealed inadequate management of LIHEAP programs by two subrecipient organizations. LIHEAP contracts with both organizations were terminated.

- b. Please describe whether the cited audit findings or relevant operations have been resolved or corrected. If not, please describe the plan and timeline for doing so in FY2012.**

Resolved – The Texas Department of Housing and Community Affairs (TDHCA or the Department) has resolved the 2009 finding by establishing a new Community Affairs Contract System which replaced the Genesis Community Affairs Contract System in April 2009. No developers have production update access in the new system.

Resolved – Termination of contracts for the inadequate management of LIHEAP programs by two subrecipient organizations.

**c. If there is no plan in place, please explain why not.**

For the 2009 PeopleSoft finding, TDHCA removed production/database administration access from the developers as noted in the finding. This occurred in May 2009.

**2. COMPLIANCE MONITORING**

*Necessary outcomes from these systems and strategies: A sound methodology, with a schedule for regular monitoring and a more effective monitoring tool to gather information.*

**a. Describe the Grantee's FY 2011 strategies that will continue in FY 2012 for monitoring compliance with State and Federal LIHEAP policies and procedures by the Grantee and local administering agencies.**

The Department requires each subrecipient to submit monthly funding and performance reports. Reports are due on the fifteenth of each month.

Contract Specialists will complete a desk monitoring review of monthly funding and performance reports to ensure the subrecipient has the capacity to carry out program activities in a timely manner.

The assigned Program Officer for each subrecipient will track program compliance and performance activities.

Program Officers will perform an onsite monitoring visit of each subrecipient at least once every two years based on a Risk Assessment Module. On-site monitoring will be performed in conjunction with the Division's Community Service Block Grant (CSBG) program whenever possible. TDHCA may monitor a subrecipient more than once based on the previous monitoring report and current contract performance.

Program Officers will review the subrecipient's financial records such as the single audit, general ledgers, receipts, bank statements, bank reconciliation reports, and checks to ensure that program funds are being expended on allowable program activities.

Program Officers will review individual client records to ensure the clients are eligible, prioritized, and served within the contract and TDHCA established guidelines. Client files will also be reviewed to ensure household needs have been identified, the client has been provided client education, and referred to other programs that have been identified by the subrecipient.

Program Officers will complete a monitoring check list and report that outlines findings and recommendations. Upon the Manager's review, a report will be mailed to each subrecipient.

Subrecipient must submit a written response within 45 days of the report. The response must address any possible corrective actions if any.

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Program Officers will perform a review of the response in order to ensure all possible corrective actions have been implemented by the subrecipient.

Subrecipient monitoring policies are documented in the Texas Administrative Code (TAC) Title 10, Part 1, Chapter 5, Subchapter A, Rule 5.16: Monitoring of Subrecipients. All TAC rules referenced in the Program Integrity Assessment Supplement are included in Attachment B.

**b. Please highlight any strategies for compliance monitoring from your plan which will be newly implemented as of FY 2012.**

The Department has developed a monitoring results database for department staff to track subrecipient monitoring visits, reports, findings, and any action required by the Department and Subrecipient staff. Reports can be generated from this database to track subrecipient monitoring status and risk assessment.

This database was developed and tested for Weatherization Assistance Program subrecipients (some of which administer a LIHEAP funds for Weatherization) in FFY 2010 and 2011. The Department intends to include all LIHEAP subrecipients in the database beginning in FFY 2012.

**c. If you don't have a firm compliance monitoring system in place for FY 2011, please describe how the State is verifying that LIHEAP policy and procedures are being followed.**

n/a

### **3. FRAUD REPORTING MECHANISMS**

*Necessary outcomes of these strategies and systems: Clear lines of communication for citizens, grantees, clients, and employees to use in pointing out potential cases of fraud or improper payments to State administrators.*

**a. For FY 2011 activities continuing in FY 2012, please describe all (a) mechanisms available to the public for reporting cases of suspected LIHEAP fraud, waste or abuse [These may include telephone hotlines, websites, email addresses, etc.]; (b) strategies for advertising these resources.**

The Internal Audit Division of TDHCA has initiated a toll free hotline that can be used by the general public or other stakeholders, as well as the Department's employees, to anonymously report instances of fraud, waste and abuse.

Internal Audit contracts with The Network to provide the hotline services. The Network is a third-party administrator of anonymous hotlines. The hotline is available 24 hours a day, 365 days a year and calls are answered by employees of The Network. Information can be provided anonymously via a telephone call, a fax, a letter or an e-mail. If reports are made by fax or e-mail, The Network will ensure that the complaint remains anonymous.

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Matters brought to the attention of the Department in which fraud, waste or abuse of funds may have occurred will be forwarded to the State Auditor's Office as required by the Texas Government Code, Section 321.022.

(1) If the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the state auditor.

The state auditor may investigate the report or may monitor any investigation conducted by the department or entity.

(2) The state auditor, in consultation with state agencies and institutions, shall prescribe the form, content, and timing of a report required by this section.

(3) All records of a communication by or to the state auditor relating to a report to the state auditor under Subsection (a) are audit working papers of the state auditor.

As posted on the TDHCA website at <http://www.tdhca.state.tx.us/fraud-waste-abuse.htm>, an incident of fraud, waste or abuse at the Texas Department of Housing and Community Affairs, can be reported in any of the following ways:

**By Phone**

Call toll free: 877-749-3316

**By Mail**

The Network

ATTN: Texas Department of Housing and Community Affairs

333 Research Court

Norcross, GA 30092

**By Fax**

770-409-5008

Faxes need to include the following information on the cover sheet:

TO: The Network

ATTN: The Texas Department of Housing and Community Affairs

**By E-Mail**

[Reportline@tnwinc.com](mailto:Reportline@tnwinc.com)

Please include "Texas Department of Housing and Community Affairs" in the email text.

The public can also directly file a complaint with the State Auditor's Office at 1-800-TX-AUDIT or online at <https://sao.fraud.state.tx.us/Hotline.aspx>.

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In October 2010, TDHCA developed and distributed its Recommended Practice on Fraud, Waste, and Abuse to all TDHCA Employees, posted on the Department's website and distributed via the TDHCA ListServ email system.

This email system is open to the public but subscription is required of subrecipients for all Community Affairs programs, including all LIHEAP funded programs. Program-specific announcements, policy updates, changes in requirements, and other notifications are sent via this email system.

In July 2010, the Department created The Previously Weatherized Units (PW Units) module that is used to collect the address, city, zip, date weatherized, and subrecipient name for houses and units weatherized since September 30, 1994 through non-ARRA Department of Energy (DOE) WAP funds and Low Income Housing Energy Assistance Program (LIHEAP) WAP funds. This database is only available to subrecipient agencies of LIHEAP and DOE funds.

The data collected through this module will be used to ensure no houses or units in Texas have been weatherized twice since 1994 using non-ARRA DOE WAP or LIHEAP WAP funds. Subrecipients must search using this module prior to weatherizing units.

**b. Please highlight any tools or mechanisms from your plan which will be newly implemented in FY 2012, and the timeline for that implementation.**

TDHCA will continue to post information on the Department website and distribute Listserv announcements about fraud, waste, and abuse policies. Further, Program Integrity workshops will be held at the Community Affairs Division Annual conference for all LIHEAP subrecipient attendees.

**c. If you don't have any tools or mechanisms available to the public to prevent fraud or improper payments, please describe your plan for involving all citizens and stakeholders involved with your program in detecting fraud.**

n/a

**4. VERIFYING APPLICANT IDENTITIES**

*Necessary outcomes from these systems and strategies: Income and energy supplier data that allow program benefits to be provided to eligible individuals.*

**a. Describe all FY 2011 Grantee policies continuing in FY2012 for how identities of applicants and household members are verified.**

TDHCA policies for how identities of applicants and household members are documented are detailed in TAC Title 10, Part 1, Chapter 5:

(1) Subchapter A, Rule 5.19: Client Income Guidelines,

(2) Subchapter A, Rule 5.20: Determining Income Eligibility, and

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(3) Subchapter D, Rule 5.407: Subrecipient Requirements for Establishing Priority for Eligible Households and Client Eligibility Criteria.

TAC Rules are attached.

At this time, there are no policies in place for how identities of applicants and household members are verified.

TDHCA staff members have been actively participating in the National Program Integrity Workgroup and the Department has formed its own TX LIHEAP Program Integrity Workgroup comprised of members of the network of LIHEAP providers statewide, the Texas Association of Community Action Agencies (TACAA), and Department staff members. This workgroup is working to develop a system to verify identities of applicants and household members and will also look at implementation of the recommendations from HHS IM 2010-06 as described in the following sections.

Since the Program Integrity Assessment Supplement will be a required part of the annual State LIHEAP plan going forward, TDHCA will reconvene the LIHEAP Program Integrity Workgroup annually to review the Supplement and related program integrity policies.

**b. Please highlight any policy or strategy from your plan which will be newly implemented in FY 2012.**

In addition to the continuing work of the TX LIHEAP Program Integrity Workgroup described above, the Department is seeking partnerships with other state agencies that maintain systems and databases to verify individual or household member identities. Discussions have begun with The Texas Health and Human Services Commission, the state designated hub for Social Security Administration data.

Partnerships are being sought with agencies such as the Texas Workforce Commission, the Texas Department of State Health Services, and the Texas Department of Criminal Justice for linkages to new hire databases, state death records, and prisoner databases respectively.

The Department is also planning to move to a statewide database for all Community Affairs Division Programs, LIHEAP included. Currently, application intake and income verification are handled by the local subrecipient agencies. By centralizing this information in a statewide database, the Department will be able to more effectively and efficiently verify LIHEAP individual applicants and households. The Department is using the three year timeline for implementation that has been adopted by the National LIHEAP Program Integrity Workgroup.

**c. If you don't have a system in place for verifying applicant's identities, please explain why and how the Grantee is ensuring that only authentic and eligible applicants are receiving benefits.**

TDHCA does not have a system in place for verification of applicant's identities as there has previously been no requirement nationally. The Department has informed the statewide LIHEAP

network that the LIHEAP program is moving towards the implementation of the recommendations in IM-06.

With the achievement of the partnerships and statewide database described above, TDHCA will have more tools available to check the identity and eligibility of applicants receiving LIHEAP benefits statewide.

## 5. SOCIAL SECURITY NUMBER REQUESTS

*Necessary outcomes from these systems and strategies: All valid household members are reported for correct benefit determination.*

**a. Describe the Grantee's FY 2012 policy in regards to requiring Social Security Numbers from applicants and/or household members applying for LIHEAP benefits.**

According to the Texas Administrative Code (TAC), the Department does not currently require SSNs to verify eligibility of applicants and/or household members applying for LIHEAP benefits. See Subchapter D, Rule 5.407: Subrecipient Requirements for Establishing Priority for Eligible Households and Client Eligibility Criteria in the attached TAC Rules. As described in the previous sections, the Department is moving towards this requirement.

**b. Please describe whether the State's policy for requiring or not requiring Social Security numbers is new as of FY2012, or remaining the same.**

The Department's policy for not requiring Social Security numbers will remain the same for PY 2012. The TX LIHEAP Program Integrity Workgroup will address how and when this policy will change. The Department is moving towards implementation of HHS guidance from IM-2010-06 that strongly encourages States to establish and implement policies and procedures governing individual program application requirements to be used in requiring Social Security Numbers for recipients in LIHEAP, including the utility of information by local administering agencies that administer LIHEAP benefits. States are to ensure that adequate procedures are in place for the safeguarding of such information in the administration of the program.

**c. If the Grantee is not requiring Social Security Numbers of LIHEAP applicants and/or household members, please explain what supplementary measures are being employed to prevent fraud.**

As described in sections 2 and 3 above, the Department has a robust and effective compliance monitoring system and fraud reporting system in place. These systems will continue to be enhanced with the partnership with the Texas Health and Human Services Commission, the state designated hub for Social Security Numbers.

## 6. CROSS-CHECKING SOCIAL SECURITY NUMBERS AGAINST GOVERNMENT SYSTEMS/DATABASES

*Necessary outcomes from these systems and strategies: Use of all available database systems to make sound eligibility determination.*

- a. **Describe if and how the Grantee used existing government systems and databases to verify applicant or household member identities in FY 2011 and continuing in FY 2012. (Social Security Administration Enumeration Verification System, prisoner databases, Government death records, etc.)**

The Department does not currently use existing government systems and databases to verify applicant or household member identities.

As described above in Section 3, the Department uses its internal Previously Weatherized Units database to ensure no houses or units in Texas have been weatherized twice since 1994 using non-ARRA DOE WAP or LIHEAP WAP funds.

- b. **Please highlight which, if any, policies or strategies for using existing government databases will be newly implemented in FY 2012.**

As described above in section 4b, partnerships are being sought with agencies such as the Texas Workforce Commission, the Texas Department of State Health Services, and the Texas Department of Criminal Justice for linkages to new hire databases, state death records, and prisoner databases respectively. Partnership discussions have begun with The Texas Health and Human Services Commission, the state designated hub for Social Security Numbers.

- c. **If the Grantee won't be cross checking Social Security Numbers and ID information with existing government databases, please describe how the Grantee will supplement this fraud prevention strategy.**

In addition to the SSN database linkage described above, the Department will supplement the fraud prevention strategy by continuing the LIHEAP Program Integrity Workgroup. Continuing this workgroup will ensure that the newly implemented strategy is suitable for the Department, LIHEAP subrecipients, vendors, and clients.

The fraud, waste, and abuse policies described in section 3 will also continue to be practiced and enhanced as the LIHEAP program in administered statewide.

## 7. *VERIFYING APPLICANT INCOME*

*Necessary outcomes from these systems and strategies: Effective income determination achieved through coordination across program lines.*

- a. **Describe how the Grantee or designee used State Directories of new hires or similar systems to confirm income eligibility in FY 2011 and continuing in FY 2012.**

The Department does not currently use State Directories of new hires or similar systems to confirm income eligibility in FY2011.

To determine income eligibility for program services, subrecipients must base annualized eligibility determinations on household income from thirty (30) days prior to the date of application for assistance. Each subrecipient must maintain documentation of income from all sources for all household members for the entire thirty (30) day period prior to the date of application and multiply the monthly amount by twelve (12) to annualize income. Income documentation must be collected from all income sources for all household members eighteen (18) years and older for the entire thirty (30) day period.

If proof of income is unavailable, the applicant must complete and sign a Department approved Declaration of Income Statement (DIS). A sample Declaration of Income Statement is attached.

**b. Please highlight any policies or strategies for using new hire directories which will be newly implemented in FY 2012.**

As stated in previous sections, the Department is seeking partnerships with other state agencies that maintain systems and databases to verify individual or household member identities. Partnership is being sought with the Texas Workforce Commission for linkage to a new hire database.

**c. If the Grantee won't be using new hire directories to verify applicant and household member incomes how will the Grantee be verifying the that information?**

Beginning in PY 2012, in an attempt to limit use of the DIS described above, all self-certifications of client income must include a notarized statement signed by the potential applicant indicating that the client has no other proof of income. Each affected client file must include evidence of the various attempts at proving eligibility.

All Declaration of Income Statements must be accompanied by a statement written by the client indicating that the client has no other proof of income and documenting efforts made to obtain income statements. The client statement must include a notarized signature.

**8. PRIVACY-PROTECTION AND CONFIDENTIALITY**

*Necessary outcomes from these systems and strategies: Clear and secure methods that maintain confidentiality and safeguard the private information of applicants.*

**a. Describe the financial and operating controls in place in FY 2011 that will continue in FY 2012 to protect client information against improper use or disclosure.**

Subrecipients maintain client information onsite. Each has policies and procedures in place to protect client confidentiality. Data submitted to TDHCA electronically is stored on a secure server.

The Department has a coding system in place for all monitoring reports that reference client data to ensure that no client information is released.

- b. Please highlight any controls or strategies from your plan which will be newly implemented as of FY 2012.**

The workgroup as described in the previous sections will address further controls to ensure the security and confidentiality of private information disclosed by applicants.

All agreements with statewide partners will require built in controls to ensure client confidentiality during data transfer.

- c. If you don't have relevant physical or operational controls in place to ensure the security and confidentiality of private information disclosed by applicants, please explain why.**

n/a

## **9. LIHEAP BENEFITS POLICY**

*Necessary outcomes from these systems and strategies: Authorized energy vendors are receiving payments on behalf of LIHEAP eligible clients.*

- a. Describe FY 2011 Grantee policies continuing in FY 2012 for protecting against fraud when making payments, or providing benefits to energy vendors on behalf of clients.**

Federal law requires that all LIHEAP subrecipients have vendor agreements in place with energy vendors. The Department monitors each subrecipient to ensure that vendor agreements are in place. Monitoring practices are described in Section 2 above.

These vendor agreements ensure that no LIHEAP benefit payments are made directly to clients or to vendors without agreements.

- b. Please highlight any fraud prevention efforts relating to making payments or providing benefits which will be newly implemented in FY 2012.**

All policies described above will continue. There is nothing new for the 2012 plan.

- c. If the Grantee doesn't have policy in place to protect against improper payments when making payments or providing benefits on behalf of clients, what supplementary steps is the Grantee taking to ensure program integrity.**

n/a

## **10. PROCEDURES FOR UNREGULATED ENERGY VENDORS**

*Necessary outcomes from these systems and strategies: Participating vendors are thoroughly researched and inspected before benefits are issued.*

- a. Describe the Grantee's FY 2011 procedures continuing in FY 2012 for averting fraud and improper payments when dealing with bulk fuel dealers of heating oil, propane, wood and other un-regulated energy utilities.**

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As above, Federal law requires that all LIHEAP subrecipients have vendor agreements in place with energy vendors. The Department monitors each subrecipient to ensure that vendor agreements are in place.

- b. Please highlight any strategies policy in this area which will be newly implemented in FY 2012.**

All policies described above will continue. There is nothing new for the 2012 plan.

- c. If you don't have a firm plan for averting fraud when dealing with unregulated energy vendors, please describe how the Grantee is ensuring program integrity.**

n/a

### **11. VERIFYING THE AUTHENTICITY OF ENERGY VENDORS**

*Necessary outcomes from these systems and strategies: An effective process that effectively confirms the existence of entities receiving federal funds.*

- a. Describe Grantee FY 2011 policies continuing in FY 2012 for verifying the authenticity of energy vendors being paid under LIHEAP, as part of the Grantee's procedure for averting fraud.**

As above, Federal law requires that all LIHEAP subrecipients have vendor agreements in place with energy vendors. The Department monitors each subrecipient to ensure that vendor agreements are in place

- b. Please highlight any policies for verifying vendor authenticity which will be newly implemented in FY 2012.**

Vendor agreements will be amended to require a Tax Identification Number (TIN) from each vendor. This TIN will be verified with the Texas Comptroller and/or Secretary of State.

Further, the Department will begin to verify energy vendors through the Public Utilities Commission database of regulated electric vendors and the Texas Railroad Commission database of regulated propane vendors.

- c. If you don't have a system in place for verifying vendor authenticity, please describe how the Grantee can ensure that funds are being distributed through valid intermediaries?**

n/a

### **12. TRAINING AND TECHNICAL ASSISTANCE**

*Necessary outcomes from these systems and strategies: The timely and thorough resolution of weaknesses or reportable conditions as revealed by the audit.*

- a. **In regards to fraud prevention, please describe elements of your FY 2011 plan continuing in FY 2012 for training and providing technical assistance to (a) employees, (b) non-governmental staff involved in the eligibility process, (c) clients, and (d) energy vendors.**

The Department provides training and technical assistance to employees, non-governmental staff involved in the eligibility process, clients, and energy vendors as requested. Further, the Department provides in person training and technical assistance at the Community Affairs Division Annual Conference.

- b. **Please highlight specific elements of your training regimen and technical assistance resources from your plan which will represent newly implemented in FY 2012.**

The Fraud Prevention training class developed for the Department's Weatherization Assistance Program will be made available online.

Subrecipient agencies will be required to post Fraud, Waste and Abuse posters where non-governmental staff involved in the eligibility process, (c) clients, and (d) energy vendors are present.

Any entity that has signed a vendor agreement will receive the Department's monitoring practices for fraud compliance.

- a. **If you don't have a system in place for anti-fraud training or technical assistance for employees, clients or energy vendors, please describe your strategy for ensuring all employees understand what is expected of them and what tactics they are permitted to employ.**

n/a

**b. AUDITS OF LOCAL ADMINISTERING AGENCIES**

*Necessary outcomes from these systems and strategies: Reduce improper payments, maintain local agency integrity, and benefits awarded to eligible households.*

- a. **Please describe the annual audit requirements in place for local administering agencies in FY 2011 that will continue into FY 2012.**

The Department's LIHEAP program is audited under the Single Audit Act. TDHCA contracts require subrecipients that exceed \$500,000 in expenditures to follow the single Audit procedures and submit a copy of the Audit to the Department for review.

Subrecipients not exempt from the single audit requirements are responsible for submitting their Single Audit Report within thirty (30) days of completion of their audit and no later than nine (9) months after the end of the audit period (fiscal year end) to the Department's Portfolio Management and Compliance Division as well as to the CA Division. Refer to 31 U.S.C. §7502.

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In addition to the Audit requirement described above, subrecipients are also subject to monitoring visits from the Department as described in section 2. Compliance Monitoring.

**b. Please describe new policies or strategies to be implemented in FY 2012.**

All policies described above will continue. There is nothing new for the 2012 plan.

**c. If you don't have specific audit requirements for local administering agencies, please explain how the Grantee will ensure that LIHEAP funds are properly audited under the Single Audit Act requirements.**

n/a

**ADDITIONAL INFORMATION**

Please attach further information that describes the Grantee's Program Integrity Policies, including supporting documentation from program manuals, including pages/sections from established LIHEAP policies and procedures.

**Supplement Attachments**

- A) TDHCA Recommended Practice on Fraud, Waste, and Abuse
- B) Texas Administrative Code for TDHCA's LIHEAP programs
- C) Vendor Agreement Sample
- D) Sample of Department approved Declaration of Income Statement
- E) Sample TDHCA contract for PY 2011 CEAP Subrecipients
- F) Sample TDHCA contract for PY 2011 LIHEAP Subrecipients



## **TDHCA Recommended Practice on Fraud, Waste, and Abuse**

**Distributed October 19, 2010**

### **1.0. Guideline.**

The Fraud, Waste, and Abuse Guideline was established to provide guidance to TDHCA Subrecipient employees that observe, have knowledge of, or suspect that fraud, waste, or abuse of public funds is occurring or has occurred. It is the intent of this guideline to promote awareness of the potential for fraud, waste, and abuse and to provide guidelines for Subrecipient employees to follow that will help ensure incidents of this nature are handled in an appropriate manner.

### **2.0. Definitions.**

- 2.1. **Fraud** – Any intentional act or omission designed to deceive, resulting in a loss to an individual or entity and a gain for the perpetrator.

General Examples:

- Theft or misuse of money, equipment, supplies and/or other materials
- Falsifying financial records to conceal the theft of money or property
- Intentionally misrepresenting goods provided or services rendered or the cost of goods and services
- Soliciting or accepting a bribe or kickback
- Falsifying payroll information

Specific Examples:

- Billing for goods or services not rendered
- Billing for unnecessary goods or services
- Duplicate billing
- Intentionally performing inadequate inspection of properties to allow a contractor to get away with shoddy workmanship or non-performance
- Removing or using surplus construction supplies for personal use or other construction jobs
- Maintaining fictitious clients, jobs, vendors, or employees
- Bid rigging, where a contract is promised to one party even though, for the sake of appearance, several other parties are invited to present a bid
- Underbidding a contract, where a contractor bids less than the amount the contract will actually cost to perform. Contractors often find ways to recover the money that was lost in the underbid (e.g., scope creep).
- Businesses posing as a Historically Underutilized Businesses (HUB), defined as businesses owned by women, minorities, and service disabled veterans, to increase

their chances of being awarded a contract.

- Contractor paying a bribe to a Subrecipient or an employee of a Subrecipient in exchange for preferential treatment such as a contract award or an inadequate inspection.

2.2. **Waste** – The intentional or unintentional, thoughtless or careless expenditure, consumption, mismanagement, use, or squandering of resources. Waste also includes incurring unnecessary costs because of inefficient or ineffective practices, systems, or controls.

General Examples:

- Purchasing unnecessary supplies, materials, and equipment
- Purchasing supplies without regard for cost
- Using supplies, materials, and equipment carelessly resulting in unnecessary waste and replacement
- Failure to reuse or recycle major resources or reduce waste generation

2.3. **Abuse** – Intentional destruction, diversion, manipulation, misapplication, maltreatment, or misuse of resources. Extravagant or excessive use as to abuse one's position or authority. Abuse can occur in financial or non-financial settings.

General Examples:

- Making procurement or vendor selections that are contrary to existing policies or are unnecessarily extravagant or expensive.
- Receiving favor for awarding contracts to certain vendors.
- Using one's position for personal gain or to gain an advantage over another.
- Failure to report damage to equipment or property.
- Creating unneeded overtime.
- Requesting staff to perform personal errands or work tasks for a supervisor or manager.
- Travel choices that are contrary to existing travel policies or are unnecessarily extravagant or expensive.

Additional Example Specific to Community Affairs:

- Using State or Federal funds or equipment for non-State or Federal purposes

### 3.0. Suggested Procedures.

3.1 A Subrecipient employee who observes, has knowledge of, or suspects that fraud, waste, or abuse is occurring or has occurred, and **does not desire anonymity**, should:

- a) Immediately report the incident to the appropriate TDHCA Program Manager (Energy Assistance or Community Services) in person or by phone. The Program Manager will be responsible for notifying the Director of Community Affairs, the Deputy Executive Director for Community Based Programs, and the TDHCA Director of Internal Audit, or his/her designee, in person or by phone of the suspected activity.
- b) The employee should be prepared to provide the following information verbally or in writing, to the extent known, regarding the incident:
  - i. Who was involved? (Names and phone numbers, if available)

- ii. What happened? (Summary of events, additional sources of evidence)
  - iii. When did it happen? (Date, time, frequency)
  - iv. Where did it happen? (Location, city, state)
  - v. Why was it done? (Estimated loss to the government, gain to violator)
  - vi. How did it happen? (What scheme was used)
  - vii. Who else is aware of the incident, to your knowledge? (Names and phone numbers, if available)
  - viii. What is the source of the information? (Personal observation, employee compliant, monitoring results)
- c) Follow any instructions provided by TDHCA management and the TDHCA Director of Internal Audit, or his/her designee, regarding "Next Steps" in the investigation.
- 3.2. A Subrecipient employee who observes, has knowledge of, or suspects that fraud, waste, or abuse is occurring or has occurred, and **wishes to remain anonymous**, should:
- a) Immediately report the incident to TDHCA's Fraud \* Waste \* Abuse Hotline, which can be accessed via TDHCA's website (lower left side) **-OR-** contact the State Auditor's Office via TDHCA's website (lower left side) or call their Hotline at 1-800-TX-AUDIT (892-8348).
  - b) The employee, though anonymous, must be willing to share specific information regarding the incident. The employee should be prepared to provide the following information, to the extent known, regarding the incident:
    - i. Who was involved? (Names, addresses, phone numbers, if available)
    - ii. What happened? (Summary of events, additional sources of evidence)
    - iii. When did it happen? (Date, time, frequency)
    - iv. Where did it happen? (Location, city, state)
    - v. Why was it done? (Estimated loss to the government, gain to violator)
    - vi. How did it happen? (What scheme was used)
    - vii. Who else is aware of the incident, to your knowledge? (Names and phone numbers, if available)
    - ix. What is the source of the information? (Personal observation, employee compliant, monitoring results)

#### **4.0. Confidentiality.**

- 4.1 Subrecipient employees that are aware of a fraud, waste, or abuse incident are discouraged from discussing the case, facts, suspicions, or allegations with anyone outside the organization **-OR-** with anyone within the organization that does not have a legitimate need to know.
- 4.2 Until an incident is fully investigated and resolved, it is critical to refrain from discussing it with the suspected individual(s) or anyone not directly involved in the investigation to avoid alerting the individual(s) that an investigation is under way and to minimize the impact of any mistaken accusations.
- 4.3 Any inquiries from the suspected individual(s) or their attorneys or representatives should be directed to TDHCA Management or TDHCA Internal Audit.
- a) The proper response to such an inquiry is: "I am not at liberty to discuss this matter."

- b) Under no circumstances should any reference be made to what a person is known or suspected of doing.
  - c) No promises of any kind should be made.
- 4 No Subrecipient employee should contact the suspected individual(s) in an effort to determine facts or demand restitution.

## Texas Administrative Code Rules Referenced in 2012 Texas LIHEAP Plan

TITLE 10 COMMUNITY DEVELOPMENT

PART 1 TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CHAPTER 5 COMMUNITY AFFAIRS PROGRAMS

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### SUBCHAPTER A GENERAL PROVISIONS

#### ***RULE §5.2 Cost Principles and Administrative Requirements***

Except as expressly modified by law or the terms of the contracts, subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant and Contract Management Standards, 1 TAC §§5.141, et seq. (the "Uniform Grant Management Standards") provided, however, that all references therein to "local government" shall be construed to mean subrecipient. Uniform cost principles for local governments are set forth in Office of Management and Budget (OMB) Circular A-87, and for non-profit organizations in OMB Circular A-122. Uniform administrative requirements for local governments are set forth in OMB Circular A-102, and for non-profits in OMB Circular A-110. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," provides audit standards for governmental organizations and other organizations expending federal funds. The expenditure threshold requiring an audit under OMB Circular A-133 is \$500,000.

Source Note: The provisions of this §5.2 adopted to be effective March 12, 2009, 34 TexReg 1555

#### ***RULE §5.16 Monitoring of Subrecipients***

(a) The Department's Community Affairs Division (CAD) is responsible for ensuring that the Community Services Block Grant (CSBG), Comprehensive Energy Assistance Program (CEAP), Weatherization Assistance Program (WAP), and Emergency Shelter Grant Program (ESGP) program activities are completed and that the funds are expended in accordance with the contract provisions and applicable State and Federal rules, regulations, policies, and related statutes. In order to ensure such, the Department will conduct monitoring reviews of the subrecipients to evaluate the effectiveness of subrecipient's performance and program compliance through on-site and desk monitoring as described in §5.15 of this chapter (relating to Federal Funding Accountability and Transparency Act (FFATA)) following the requirements of §678B of PL 105-285 Subtitle B, §2605(B)(10) of PL 97-35, as amended, 10 CFR §440.23(d), and 24 CFR §576.61 and §576.57(f) and (g), respectively.

(1) CAD employs a subrecipient monitoring procedure that is based upon an assessment of associated risks. The factors may include but are not limited to the status of the most recent monitoring report, timeliness of grant reporting, results of the last on-site monitoring review, number and funding amount of Department funded contracts, final expenditure rate, and single audit status or other factors. Ranking of subrecipients will determine whether an on-site review or a desk review is completed unless Department management determines an on-site review is needed.

(2) CAD may conduct unannounced on-site monitoring reviews of subrecipients identified as at risk for contract termination, if deficiencies identified from prior monitoring activities persist or remain unresolved for an unreasonable period of time. In the event of reports of fraud and abuse or other extenuating circumstances the Department may make an unannounced on-site monitoring review.

(3) Follow-up reviews may be performed to ensure implementation of corrective action of subrecipients that failed to meet the goals, standards, and requirements established by the Department.

(4) Technical assistance and training will be provided to the subrecipient to address program deficiencies.

(5) A monitoring instrument is used to perform monitoring reviews. Support documentation is retained by the Department to verify: the achievement of performance goals; conduct of eligible activities; and compliance with other contractual regulatory provisions and financial accountability. Monitoring reviews of subrecipients also include reviewing annual financial reports and any related management letters and financial documents.

(6) Following the onsite monitoring review, a monitoring report is prepared and submitted to the subrecipients outlining any administrative, program, and financial deficiencies. The monitoring report also includes notes, recommended improvements, corrective actions or a corrective action plan. Subrecipients must respond to the monitoring report within forty-five (45) calendar days from the date of the monitoring report except for WAP subrecipients whom must respond within thirty (30) calendar days.

(A) Finding--The written description of a deficient condition which is significantly substandard according to the monitoring standards. Findings may also be deficiencies found with regard to compliance with program rules, required cost principles, federal, state and/or local laws, and generally accepted accounting procedures or Generally Accepted Accounting Principles. In general, findings require corrective action to create an acceptable level of risk for disbursement of funds. The description of a finding might include the cause and effect of the deficient condition.

(B) Recommended Improvement--Suggested best practice(s) to enhance program, operational, financial, or administrative practices.

(C) Note--An explanatory tool to further describe and clarify findings or recommended improvements. A note may also be used to include additional information related to the monitoring review but not related to a finding or recommended improvement.

(7) Subrecipients are required to have at a minimum the following documents available, and any other requested documents, for the monitoring review:

(A) Roster of staff (name, title, salary and status)--All Community Affairs programs;

(B) Current agency organization chart;

(C) List of Board of Directors to include: names, addresses and telephone numbers, tenure on the board, section represented by the board member, list of committees--CSBG and ESGP;

(D) Board election/selection materials--CSBG;

(E) Board minutes (previous six meetings) and attendance roster--CSBG and ESGP;

(F) List of neighborhood centers with names of staff--CSBG and CEAP;

(G) Personnel policies;

(H) Bylaws--CSBG and ESGP;

(I) Travel policies and records;

(J) Chart of accounts;

(K) Accounting records (journals/ledgers) and support documentation;

(L) Amount of Cash on Hand (at time of monitoring);

(M) Bank reconciliation records;

(N) Agency's proof of fidelity bond coverage;

(O) Documentation of match requirements--ESGP;

(P) Closeout data for prior program year--CEAP and WAP;

(Q) Access to client files and documentation of performance--All Community Affairs programs;

(R) Declaration of Income Statement (DIS) Policy/Procedure--All Community Affairs programs;

(S) Appeals Procedures--CEAP and WAP;

(T) Subcontract agreements with appropriate procurement packages (if applicable)--All Community Affairs programs;

(U) Procurement policy;

(V) Documentation of current contract inventory--All Community Affairs programs;

(W) Documentation of coordination with other local programs (including contact person and phone numbers)--CSBG;

(X) Copies of most recent monitoring reports and/or performance reviews of all programs administered by the organization;

(Y) Copy of the most recent Single Audit Report--Organizations that expend more than \$500,000 in federal funds during a fiscal year must have a single audit conducted for that year (A-133 Subpart B.200). Organizations that do not exceed the \$500,000 federal fund expenditure threshold are exempt from the single audit requirements. If an organization is not required to have a single audit performed, the organization must provide the end-of-the-year financial statements (balance sheet, income statement, and statement of cash flow); and

(Z) If applicable, documentation of the most recent Head Start Onsite Monitoring Document review, including results, responses, and current status--CSBG.

(b) Subrecipients not exempt from the single audit requirements are responsible for submitting their Single Audit Report within thirty (30) days of completion of their audit and no later than nine (9) months after the end of the audit period (fiscal year end) to the Department's Portfolio Management and Compliance Division as well as to the CA Division. Refer to 31 U.S.C. §7502.

(c) Monitoring reviews of subrecipients will include a review of the subrecipients annual financial reports and any related management letters and financial documents.

Source Note: The provisions of this §5.16 adopted to be effective March 12, 2009, 34 TexReg 1555; amended to be effective June 6, 2010, 35 TexReg 4374; amended to be effective December 8, 2010, 35 TexReg 10684

#### ***RULE §5.19 Client Income Guidelines***

(a) The Department has defined eligibility for program assistance under the poverty income guidelines provided annually by the Secretary of the U.S. Department of Health and Human Services.

(b) The Department will use the following list of included and excluded income to determine eligibility for all programs.

(1) Included Income:

(A) Temporary Assistance for Needy Families (TANF);

(B) Money, wages and salaries before any deductions;

(C) 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);

(D) Regular payments from social security;

(E) Railroad retirement;

(F) Unemployment compensation;

(G) Strike benefits from union funds;

(H) Worker's compensation;

(I) Training stipends;

(J) Alimony;

(K) Military family allotments;

(L) Private pensions;

(M) Government employee pensions (including military retirement pay);

(N) Regular insurance or annuity payments; and

(O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

(A) Social Security Disability Insurance (SSDI) payments;

(B) Supplemental Security Income (SSI) payments;

(C) Capital gains; any assets drawn down as withdrawals from a bank;

(D) The sale of property, a house, or a car;

(E) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

(F) Tax refunds, gifts, loans, and lump-sum inheritances;

(G) One-time insurance payments, or compensation for injury;

(H) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;

(I) Food or housing received in lieu of wages;

(J) The value of food and fuel produced and consumed on farms;

(K) The imputed value of rent from owner-occupied non-farm or farm housing;

(L) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;

(M) Housing assistance and combat zone pay to the military;

(N) Veterans (VA) Disability Payments;

(O) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and

(P) Child support payments.

Source Note: The provisions of this §5.19 adopted to be effective March 12, 2009, 34 TexReg 1555

#### ***RULE §5.20 Determining Income Eligibility***

(a) The U.S. Department of Health and Human Services (USDHHS) annually provides poverty income guidelines for use in determining client eligibility. Community Affairs Division programs are required to follow these income guidelines for the programs listed in subsections (b) - (d) of this section.

(b) The following client eligibility levels (until superseded) shall apply to clients at the time the client makes an application for services:

(1) Community Services Block Grant (CSBG)--125% of the current federal poverty level;

(2) Emergency Shelter Grants Program (ESGP)--100% of the current federal poverty level;

(3) Homelessness Prevention and Rapid Re-Housing Program (HPRP)--50% of Area Median Income as defined by USDHUD;

(4) Weatherization Assistance Program (WAP) and ARRA WAP--200% of the current federal poverty level; and

(5) Comprehensive Energy Assistance Program (CEAP)--200% of the current federal poverty level.

(c) To determine income eligibility for program services, subrecipients must base annualized eligibility determinations on household income from thirty (30) days prior to the date of application for assistance. Each subrecipient must maintain documentation of income from all sources for all household members for the entire thirty (30) day period prior to the date of application and multiply the monthly amount by twelve (12) to annualize income. Income documentation must be collected from all income sources for all household members eighteen (18) years and older for the entire thirty (30) day period.

(d) If proof of income is unavailable, the applicant must complete and sign a Department approved Declaration of Income Statement.

Source Note: The provisions of this §5.20 adopted to be effective March 12, 2009, 34 TexReg 1555; amended to be effective August 23, 2009, 34 TexReg 5523; amended to be effective February 16, 2011, 36 TexReg 765

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## **SUBCHAPTER D COMPREHENSIVE ENERGY ASSISTANCE PROGRAM**

### ***RULE §5.406 Subrecipient Reporting Requirements***

(a) The subrecipient shall electronically submit to the Department a Monthly Expenditure Report of all expenditure of funds, request for advance or reimbursement, and a Monthly Performance Report no later than fifteen (15) days after the end of each month.

(b) The subrecipient shall electronically submit to the Department no later than sixty (60) days after the end of the subrecipient contract term a final expenditure or reimbursement and programmatic report utilizing the Expenditure Report and the Performance Report.

(c) The subrecipient shall submit to the Department no later than sixty (60) days after the end of the contract term an inventory of all 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 CEAP funds.

(d) The subrecipient shall submit other reports, data, and information on the performance of the CEAP program activities as required by the Department.

Source Note: The provisions of this §5.406 adopted to be effective March 12, 2009, 34 TexReg 1573

### ***RULE §5.407 Subrecipient Requirements for Establishing Priority for Eligible Households and Client Eligibility Criteria***

(a) The subrecipients shall set the client income eligibility level at or below 200% of the federal poverty level in effect at the time the client makes an application for services.

(b) Subrecipient shall determine client income. The Department will provide definition of income lists to determine total household income. The lists contain income inclusions and exclusions and are located in §5.19 of this chapter (relating to Client Income Guidelines).

(c) Subrecipients shall base annualized eligibility determinations on household income from the 30 day period prior to the date of application for assistance. Each subrecipient shall document and retain proof of income from all sources for all household members eighteen (18) years and

older for the entire thirty (30) day period prior to the date of application and multiply by twelve (12) to annualize income.

(d) In the case of migrant, or seasonal workers, or similarly situated workers, a longer period than thirty (30) days may be used for annualizing income.

(e) If proof of income is unavailable, the applicant must complete and sign a Declaration of Income Statement (DIS). In order to use the DIS form, each subrecipient shall develop and implement a written policy and procedure on the use of the DIS form. In developing the policy and procedure, subrecipients shall give consideration to limiting the use of the DIS form to cases where there are serious extenuating circumstances that justify the use of the form. Such circumstances might include crisis situations such as applicants that are affected by natural disaster which prevents the applicant from obtaining income documentation, applicants that flee a home due to physical abuse, applicants who are unable to locate income documentation of a recently deceased spouse, or whose work is migratory, part-time, temporary, self-employed or seasonal in nature. To ensure limited use, the Department will review the written policy and its use during on-site monitoring visits.

(f) Social security numbers are not required for applicants for CEAP.

(g) Proof of citizenship is not required for CEAP.

(h) The subrecipients shall establish priority criteria to serve persons in households who are particularly vulnerable such as the elderly, persons with disabilities, families with young children, high residential energy users, and households with high energy burden. High residential energy users and households with high energy burden are defined as follows:

(1) Households with Energy Burden which exceeds the median energy burden of income-eligible households characterized by the Department as experiencing high energy burden. The Department calculates energy burden by dividing home energy costs by the household's gross income.

(2) Households with annual energy expenditures which exceed the median home expenditures for income-eligible households are characterized by the Department as high energy consumers.

(i) Homeowners and renters will be treated equitably under all programs funded in whole or in part from LIHEAP funds. For those renters who pay heating and/or cooling bills as part of their rent, the subrecipient shall make special efforts to determine the portion of the rent that constitutes the fuel heating and/or cooling payment. If "sub metering" is not available, the subrecipient shall exercise care when negotiating with the landlords so the cost of utilities quoted is in line with the consumption for similar residents of the community. If the subrecipient pays the landlord, then the landlord shall furnish evidence that he/she has paid the bill and the amount of assistance must be deducted from the rent, if the utility payment is not stated separately from the rent. An agreement stating the terms of the payment negotiations must be signed by the landlord.

(j) A household unit cannot be served, if the meter is utilized by another household.

Source Note: The provisions of this §5.407 adopted to be effective March 12, 2009, 34 TexReg 1573; amended to be effective August 23, 2009, 34 TexReg 5523

***RULE §5.422 General Assistance and Benefit Levels***

- (a) Subrecipients shall not discourage anyone from applying for CEAP assistance. Subrecipients shall provide all potential clients with opportunity to apply for LIHEAP programs.
- (b) CEAP provides assistance to targeted beneficiaries being households with low incomes at or below 200% of the Federal Poverty Level, with priority given to the elderly, persons with disabilities, families with young children; households with the highest energy costs or needs in relation to income, and households with high energy consumption.
- (c) CEAP includes activities, as defined in Assurances 1-16 in Title XXVI of the Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35), as amended; such as education; and financial assistance to help very low- and extremely low-income consumers reduce their utility bills to an affordable level. CEAP services include utility payment assistance; heating and cooling system replacement, repair, and/or retrofit; energy education; and budget counseling.
- (d) Sliding scale benefit for all CEAP components:
- (1) Benefit determinations are based on the household's income, the household size, the energy cost and/or the need of the household, and the availability of funds;
  - (2) Energy assistance benefit determinations will use the following sliding scale (Except Heating and Cooling System Replacement, Repair and/or Retrofit Component):
    - (A) Households with Incomes of 0 to 50% of Federal Poverty Guidelines may receive an amount needed to address their energy payment shortfall not to exceed \$1,600;
    - (B) Households with Incomes of 51% to 75% of Federal Poverty Guidelines may receive an amount needed to address their energy payment shortfall not to exceed \$1,400;
    - (C) Households with Incomes of 76% to at or below 200% of Federal Poverty Guidelines may receive an amount needed to address their energy payment shortfall not to exceed \$1,200; and
    - (D) The Heating and Cooling System Replacement, Repair, and/or Retrofit Component maximum household benefit limit is \$6,000.
- (e) Subrecipient shall not establish lower local limits of assistance for any component.
- (f) Total maximum possible annual household benefit (all components combined) equals \$10,200.
- (g) Subrecipient shall determine client eligibility for utility payments and/or retrofit based on the agency's household priority rating system and household's income as a percent of poverty.

(h) Subrecipients shall provide only the following types of assistance with funds from CEAP:

(1) Payment to vendors and suppliers of fuel/utilities, goods, and other services, such as electrical wiring, butane tanks, and lines, etc. for past due or current bills related to the procurement of energy for heating and cooling needs of the residence, not to include security lights and other items unrelated to energy assistance;

(2) Payment to vendors--only one energy bill payment per month as required by component;

(3) Needs assessment and energy conservation tips, coordination of resources, and referrals to other programs;

(4) Energy assistance to low-income elderly and disabled individuals most vulnerable to high cost of energy for heating and cooling needs of the residence;

(5) Payment of water bills only when such costs include expenses from operating an evaporative water cooler unit or when the water bill is an inseparable part of a utility bill. As a part of the intake process, outreach, and coordination, the subrecipient shall confirm that a client owns an operational evaporative cooler and has used it to cool the dwelling within sixty (60) days prior to application. Payment of other utility charges such as wastewater and waste removal are allowable only if these charges are an inseparable part of a utility bill. Documentation from vendor is required. Whenever possible, subrecipient shall negotiate with the utility providers to pay only the "home energy"--heating and cooling--portion of the bill;

(6) Energy bills already paid by householders may not be reimbursed by the program;

(7) Payment of reconnection fees in line with the registered tariff filed with the Public Utility Commission and/or Texas Railroad Commission. Payment cannot exceed that stated tariff cost. Subrecipient shall negotiate to reduce the costs to cover the actual labor and material and to ensure that the utility does not assess a penalty for delinquency in payments;

(8) Payment of security deposits only when state law requires such a payment, or if the Public Utility Commission or Texas Railroad Commission has listed such a payment as an approved cost, and where required by law, tariff, regulation, or a deferred payment agreement includes such a payment. Subrecipients shall not pay such security deposits that the energy provider will eventually return to the client;

(9) While rates and repair charges may vary from vendor to vendor, Subrecipient shall negotiate for the lowest possible payment. Prior to making any payments to an energy vendor a Subrecipient shall have a signed vendor agreement on file from the energy vendor receiving direct LIHEAP payments from the Subrecipient;

(10) Subrecipient may make payments to landlords on behalf of eligible renters who pay their utility and/or fuel bills indirectly. Subrecipient shall notify each participating household of the amount of assistance paid on its behalf. Subrecipient shall document this notification. Subrecipient shall maintain proof of utility or fuel bill payment. Subrecipient shall ensure that amount of assistance paid on behalf of client is deducted from client's rent; and

(11) In lieu of deposit required by an energy vendor, Subrecipient may make advance payments. The Department does not allow LIHEAP expenditures to pay deposits, except as noted in paragraph (7) of this subsection. Advance payments may not exceed an estimated two months' billings. Funds for the Texas CEAP shall not be used to weatherize dwelling units, for medicine, food, transportation assistance (i.e., vehicle fuel), income assistance, or to pay for penalties or fines assessed to clients.

Source Note: The provisions of this §5.422 adopted to be effective March 12, 2009, 34 TexReg 1573; amended to be effective August 23, 2009, 34 TexReg 5523; amended to be effective June 6, 2010, 35 TexReg 4376

***RULE §5.431 Payments to Subcontractors and Vendors***

(a) A Department approved bi-annual vendor agreement, is required to be implemented by the subrecipient and shall contain assurances as to fair billing practices, delivery procedures, and pricing procedures for business transactions involving LIHEAP recipients. These agreements are subject to monitoring procedures performed by the Department staff.

(b) Subrecipient shall maintain proof of payment to subcontractors and vendors as required by OMB Circulars.

(c) The subrecipients shall notify each participating household of the amount of assistance paid on its behalf. Subrecipient shall document this notification.

(d) The vendor payment method will be used by subrecipients for CEAP components. Subrecipient shall not make cash payments directly to eligible household for any of the CEAP components.

Source Note: The provisions of this §5.431 adopted to be effective March 12, 2009, 34 TexReg 1573

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**SUBCHAPTER E WEATHERIZATION ASSISTANCE PROGRAM GENERAL**

***RULE §5.506 Subrecipient Reporting Requirements***

(a) The subrecipient shall electronically submit to the Department a Monthly Expenditure Report of all expenditure of funds, request for advance or reimbursement, and a Monthly Performance Report no later than fifteen (15) days after the end of each month.

(b) The subrecipient shall electronically submit to the Department no later than sixty (60) days after the end of the subrecipient contract term a final expenditure or reimbursement and programmatic report utilizing the Monthly Expenditure Report and the Monthly Performance Report.

(c) The subrecipient shall submit to the Department no later than sixty (60) days after the end of the contract term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000 or more and a useful life of more than one (1) year, if purchased in whole or in part with DOE and LIHEAP-WAP funds.

(d) The subrecipient shall submit other reports, data, and information on the performance of the DOE and LIHEAP-WAP program activities as required by DOE pursuant to 10 CFR §440.25 or by the Department.

Source Note: The provisions of this §5.506 adopted to be effective March 12, 2009, 34 TexReg 1578

***RULE §5.507 Subrecipient Requirements for Establishing Priority for Eligible Households and Client Eligibility Criteria***

(a) Dwelling units that contain household members who receive Social Security Disability Insurance (SSDI) only are not automatically eligible.

(b) The subrecipients shall establish eligibility and priorities criteria to increase the energy efficiency of dwellings owned or occupied by low-income persons who are particularly vulnerable such as the elderly, persons with disabilities, families with young children, high residential energy users, and households with high energy burden. High residential energy users and households with high energy burden are defined as follows:

(1) Households with energy burden which exceeds 11% of gross income are characterized by the Department as high energy burden households. The Department calculates energy burden by dividing home energy costs by the household's gross income.

(2) Households with energy expenditures which exceed \$1000 of energy expenditures per year are characterized by the Department as high energy consumers.

(c) The subrecipients shall follow the Department rules and established state and federal guidelines for determining eligibility for multifamily dwelling units as referenced in §5.527 of this subchapter (relating to Energy Audit Procedures).

(d) To determine income eligibility for program services, subrecipients must base annualized eligibility determinations on household income from thirty (30) days prior to the date of application for assistance. Each subrecipient must document income from all sources for all household members for the entire thirty (30) day period prior to the date of application and multiply by twelve (12) to annualize income. Income documentation must be collected from all income sources for all household members eighteen (18) years and older for the entire thirty (30) day period.

(e) In the case of migrant, seasonal, part-time, temporary, or self-employed workers a longer period than thirty (30) days may be used for annualizing income. However, the same method must be used for all similarly situated workers.

(f) If proof of income is unavailable, the applicant must complete and sign a Declaration of Income Statement (DIS). In order to use the DIS form, each subrecipient shall develop and implement a written policy and procedure on the use of the DIS form. In developing the policy and procedure, subrecipients shall give consideration to limiting the use of the DIS form to cases where there are serious extenuating circumstances that justify the use of the form. Such circumstances might include crisis situations such as applicants that are affected by natural disaster which prevents the applicant from obtaining income documentation, applicants that flee a home due to physical abuse, applicants who are unable to locate income documentation of a recently deceased spouse, or whose work is migratory or seasonal in nature. The Department will review the written policy and its use during on-site monitoring visits.

(g) Subrecipient shall determine applicant income. The Department will provide definition of income lists to determine total household income. The lists contain income inclusions and exclusions and are located in §5.19 of this chapter (relating to Client Income Guidelines).

(h) Social Security numbers are not required for applicants.

Source Note: The provisions of this §5.507 adopted to be effective March 12, 2009, 34 TexReg 1578

#### ***RULE §5.516 Monitoring of WAP Subrecipients***

Following the onsite WAP monitoring review, a monitoring report is prepared and submitted to the subrecipients within thirty (30) days outlining any administrative, program, and financial deficiencies. The monitoring report also includes notes, recommended improvements, corrective actions or a corrective action plan. Subrecipients must respond to the monitoring report within thirty (30) calendar days from the date of the monitoring report. Additional monitoring requirements followed by the Department are listed in §5.16 of this chapter (relating to Monitoring of Subrecipients).

Source Note: The provisions of this §5.516 adopted to be effective December 8, 2010, 35 TexReg 10684

**VENDOR AGREEMENT  
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM**

The purpose of the Comprehensive Energy Assistance Program (CEAP) funded from the Low-Income Home Energy Assistance Program (LIHEAP) grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

For purposes of this agreement, a Retail Energy Provider is defined as an electricity, natural gas, propane, or wood vendor who sells the energy product to residential customers of energy for the purposes of heating or cooling the residence.

The Retail Energy Provider (Vendor) agrees to honor the purpose of the CEAP and to accept pledges of payment from CEAP Agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider (Agency) agrees to make payments only for eligible low-income clients.

This vendor agreement is by and between:

\_\_\_\_\_ and  
Energy Assistance Provider (Agency)

\_\_\_\_\_ and  
Retail Energy Provider (Vendor)

Vendor and Agency agree to assist customers in the following counties:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This agreement shall be effective from the \_\_\_ day of \_\_\_\_\_ 20\_\_ for a period not to exceed two years from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not be effect any obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.

\_\_\_\_\_  
(Vendor Name)

\_\_\_\_\_  
(Vendor Mailing Address)

\_\_\_\_\_  
(Name of Agency)

\_\_\_\_\_  
(Agency Mailing Address)

The Agency named above represents and warrants to Vendor that it is a subrecipient of the Texas Department of Housing and Community Affairs ("TDHCA") and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible low-income households.

The Vendor named above is a Retail Energy Provider who represents and warrants that it is authorized to receive payment from Agency on behalf of a customer that the Agency has determined to be eligible under the CEAP guidelines and as such is a "Certified Customer".

**Vendor will, with reference to a Certified Customer:**

- Extend the CEAP applicants energy service for up to five (5) business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines;
- Upon receipt of a completed and signed Energy Assistance Pledge Agreement (the form of which is attached hereto and incorporated herein as Exhibit "A") (Pledge Agreement) continue or restore energy service to Certified Customer without any increase in energy charges, service charges, or other charges affecting the total cost of the bill excluding disconnect/reconnect fees and tampering fees;
- Invoice the Certified Customer in accordance with Vendor's normal billing practices;
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing history for the previous twelve (12) months, or available history plus estimates if less than 12 months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile no later than the end of the next business day following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible;
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans; provided, however, that the Certified Customer must meet the qualification criteria of Vendor for any such plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy efficiency services;
- Allow Agency forty-five (45) days from the date of the pledge to forward payment to the vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five (45) day period and Vendor is provided with a signed pledge from the Agency within 5 days of identifying a Certified Customer and making a pledge;

- Not interrupt service if Certified Customer enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligations under such agreement.
- **The Agency will:**
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge;
- Pay pledges within forty-five (45) of making pledge to Vendor;
- Determine if a customer is a Certified Customer within five (5) business days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and email addresses of Agency staff designated to make pledges on behalf of the Agency in Certified Clients.

\_\_\_\_\_  
 Authorized Vendor Signature

\_\_\_\_\_  
 Date Agreement Signed

\_\_\_\_\_  
 Typed Name of Authorized Signature

\_\_\_\_\_  
 Title of Authorized Signature

\_\_\_\_\_  
 (Area Code) Telephone Number

\_\_\_\_\_  
 Authorized Agency Signature

\_\_\_\_\_  
 Date Agreement Signed

\_\_\_\_\_  
 Typed Name of Authorized Signature

\_\_\_\_\_  
 Title of Authorized Signature

\_\_\_\_\_  
 (Area Code) Telephone Number

**DECLARATION OF INCOME STATEMENT  
(DECLARACION DE INGRESOS)**

I, \_\_\_\_\_, do hereby declare on \_\_\_\_\_ (date) that:  
*(Yo) (Applicant's Name/Nombre del Solicitante) (declaro que:) en esta fecha*

- I have no documented proof of income due to the following situation \_\_\_\_\_

\_\_\_\_\_  
*(No tengo prueba para documentar mis ingresos por medio de tal razones)*

- I am applying for assistance from \_\_\_\_\_:  
*(Yo deseo aplicar para asistencia con \_\_\_\_\_ (agencia):) (Agency Name)*

My household consists of \_\_\_\_\_ number of persons and the following household members, 18 years and older, have earned the following gross income during the 30 day period prior to the date of application for assistance:

Name: _____	Gross Amount Earned: _____
Name: _____	Gross Amount Earned: _____
Name: _____	Gross Amount Earned: _____
Name: _____	Gross Amount Earned: _____

*(En mi hogar radican (¿cuántas?) personas, y los siguientes miembros que tienen 18 años de edad ó mas que han ganado dinero durante los pasados 30 días antes de aplicar para asistencia. Indique el nombre y los ingresos ganados de cada miembro.)*

- My household's gross income, for all household members 18 years and older, for the 30 day period prior to the date of application for assistance is \$ \_\_\_\_\_  
*(El total de los ingresos de mi hogar, para los miembros que tienen 18 años de edad ó mas por los pasados 30 días pasados, antes de aplicar por asistencia es (¿cuánto?))*
- and my household's gross annualized income based on the 30 day period prior to the date of application for assistance is \$ \_\_\_\_\_  
*(y el ingreso anual de mi hogar ha sido calculado para el año, según los pasados 30 días, antes de aplicar para asistencia, llegan a (¿cuántos dólares?))*

I certify that the above information for the income of all household members 18 years and older is true and correct to the best of my knowledge and belief. *(Yo certifico que la información proveida de los ingresos de los miembros de mi hogar que tienen 18 años ó mas es verdadera y correcta según mi saber y creencia.)*

I understand that the information will be verified to the extent possible; and that I may be subject to prosecution for providing false or fraudulent information. *(Comprendo que la información será verificada hasta donde sea posible y que puedo ser enjuiciado por haber proveido información falsa ó fraudulenta.)*

\_\_\_\_\_  
*(Applicant Signature/Firma del Solicitante)*

\_\_\_\_\_  
*(Date/Fecha)*

\_\_\_\_\_  
*(Street Address/Dirección)*

\_\_\_\_\_  
*(City/Ciudad)*

\_\_\_\_\_  
*(County/Condado)*

\_\_\_\_\_  
*(Zip/Código Postal)*

\_\_\_\_\_  
*(Subrecipient Representative's Signature and Title)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*(Reviewed & Approved (Ex.Dir. or Prog. Dir. Name & Title)*

\_\_\_\_\_  
*Date*

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
CONTRACT NO. FOR THE  
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)  
(CFDA # 93.568)

**SECTION 1. PARTIES TO THE CONTRACT**

This contract is made by and between the Texas Department of Housing and Community Affairs (the "Department"), an agency of the State of Texas and (the "Subrecipient").

**SECTION 2. CONTRACT PERIOD**

The period for performance of this contract, unless earlier terminated, is **January 01, 2011** through **December 31, 2011**.

**SECTION 3. SUBRECIPIENT PERFORMANCE**

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (the "CEAP"), in accordance with the terms of this contract and all applicable state and federal regulations. Subrecipient shall assist low-income persons, with priority being given to elderly, persons with disabilities, households with young children under 6 years of age, households with high energy burden and households with high energy consumption. Subrecipient shall provide services in relation to the current census demographics for age, income, and ethnicity for Subrecipient's service area. Subrecipient shall implement the CEAP in accordance with the Low-Income Home Energy Assistance Act of 1981, as amended, 42 U.S.C. Sec. 8621 et seq. (the "LIHEAP Act" Public Law 97-35), Texas Administrative Code (10 TAC chapter 5) and the LIHEAP State Plan and Subrecipient's service delivery plan. Services shall include the following categories of assistance: Energy Crisis, Co-Payment, Elderly and Disabled, and Heating/Cooling Systems as well as LIHEAP Assurance 16 activities, as further specified in the Budget (Attachment A)

**SECTION 4. DEPARTMENT OBLIGATIONS**

A. Measure of Liability

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 Attachment A of this contract. Any decision to obligate additional funds or deobligate funds shall be made by Department based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the parties, and Subrecipient's overall compliance with the terms of this contract.

- 1 Department's obligations under this contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services and the State of Texas. 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.
- 2 Department is not liable for any cost incurred by Subrecipient which:
  - a. is subject to reimbursement by a source other than Department;
  - b. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this contract;
  - c. is not reported to Department on a Monthly Funding/Financial/Performance Report within sixty (60) days following the termination of the Contract Period; or,
  - d. is not incurred during the Contract Period.
  - e. is incurred for the purchase or permanent improvement of real property (other than low-cost residential weatherization or other energy-related home repairs).

B. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of \$ [REDACTED]

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

- A. Each month, Subrecipient may request an advance payment by electronically submitting to Department at its offices in Travis County, Texas, no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, a properly completed Funding Report for an amount not to exceed Subrecipient's actual cash needs for the month for which such advance is sought.
- B. 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. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursement by the Subrecipient for direct program costs and the proportionate share of any allowable indirect costs. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. Subsection 5(A) notwithstanding, Department reserves the right to utilize a cost reimbursement method of payment if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.
- D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient by Department which Department determines: (1) has resulted in an overpayment to Subrecipient; or (2) has not been spent strictly in accordance with terms of this contract. Failure to comply will result in freezing contract funds and suspending the contract until such time as funds owed to the Department are paid. The Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this or any other contract between the parties.
- E. All funds paid to Subrecipient under this contract are paid in trust for the exclusive benefit of the eligible clients of the Comprehensive Energy Assistance Program and for allowable administrative, direct services support, assurance 16 activities, direct services, and training/travel expenditures.

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

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 Uniform Grant and Contract Management Standards 1 T.A.C.§5.141 et seq. (the "Uniform Grant Management Standards") provided, however, that all references therein to "local government" shall be construed to mean Subrecipient.

- A. Uniform cost principles for local governments are set forth in OMB Circular A-87, and for non-profit organizations in OMB Circular A-122. Uniform administrative requirements for local governments are set forth in OMB Circular A-102, and for non-profits in OMB Circular A-110. 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.
- B. Use of Alcohol Beverages. None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages during normal work hours as defined by the agency. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

## **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 at least thirty (30) days before 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.
- D. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this contract.
- E. 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 the Comprehensive Energy Assistance Program, or a reduction in the original allocation of funds to Subrecipient.

## **SECTION 8. CHANGES AND AMENDMENTS**

- A. Any change in the terms of this contract required by a change in federal or state law or regulation is automatically incorporated herein effective on the date designated by such law or regulation.
- B. Except as otherwise specifically provided herein, any other change in the terms of this contract shall be by amendment in writing and signed by both parties to this contract.

## **SECTION 9. TECHNICAL ASSISTANCE AND MONITORING**

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. 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 such deficiency within a reasonable period of time. Department or its designee may conduct an ongoing program evaluation throughout the contract year.

## **SECTION 10. RETENTION AND ACCESSIBILITY OF RECORDS AND FILE MAINTENANCE**

- A. Subrecipient shall maintain financial and programmatic records, and supporting documentation for all expenditures made under this contract, in accordance with the records retention and custodial requirements set forth in the Uniform Grant Management Standards, Common Rule §42.
- B. Subrecipients must provide Program applications, forms and educational materials in English, Spanish and any other appropriate language.
- C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records for **three (3)** years in an accessible location and to cooperate with any examination conducted pursuant to this Subsection. Subrecipient shall include the substance of this subsection in all subcontracts. Upon termination of this contract, all records are property of the CEAP.

D. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:

- (1) Client application containing all Department requirements;
- (2) Documentation/verification of client income for the 30 days preceding their application for all household members 18 years and older, or Declaration of Income Statement (if applicable); as outlined in Title 10, chapter 6, Subchapter C, 10 TAC § 6.205.
- (3) Copy of client's utility bill(s);
- (4) Energy consumption history for previous 12 months (when available) (all fuel types) for all components;
- (5) Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
- (6) Documentation of benefits determination (when required by component);
- (7) Notice of Denial Form (if applicable);
- (8) Right of appeal and procedures (if applicable) for denial or termination of services;
- (9) Any documentation required by directives; and
- (10) Client service agreement (as required by component).
- (11) Case notes sufficient to document that Assurance 16 activities (needs assessment, referrals, budget counseling, energy conservation education and assistance with energy vendors) have occurred.
- (12) Priority rating form.
- (13) Appliance assessment information is required by CEAP and includes at a minimum the following information on all major heating and cooling appliances to include water heaters and refrigerators:

Type of appliance	Existing Efficiency rating
Fuel used	Location of appliance
Size of appliance (BTU)	RE or EF (water heaters)
Age of appliance	Input/Output BTU
Size of room where appliance is used	Recommendation
Carbon Monoxide (CO) levels for all eligible combustion appliances	Meter all 110V Heating and Cooling devices and document: Volt, AMP, and Watt usage.

E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

#### **SECTION 11. REPORTING REQUIREMENTS**

- A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Period, a Funding Report of all expenditures of funds and clients served under this contract during the previous month.
- B. Subrecipient shall submit to Department, no later than sixty (60) days after the end of the Contract Period, an inventory of all 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 contract or previous Comprehensive Energy Assistance Program contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with heating and cooling funds on hand as of the last day of the Contract Period. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.

- C. Subrecipient shall electronically submit to Department, no later than sixty (60) days after the end of the Contract Period, a final Funding Report of all expenditures of funds and clients served under this contract. Failure of Subrecipient to provide a full accounting of funds expended under this contract may result in the termination of this contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 60 days of the end of the Contract Period, Department will use the last report submitted by Subrecipient as the final report.
- D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this contract. If Subrecipient receives funds from Department over two or more Contract Periods, funds may be withheld or this contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Period.

## **SECTION 12. PROCUREMENT STANDARDS**

- A. 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
- B. Upon the termination or non-renewal of this contract, Department may transfer title to any such property or equipment having 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 13. INDEPENDENT SUBRECIPIENT**

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

## **SECTION 14. SUBCONTRACTS**

- A. Subrecipient may not subcontract the primary performance of this contract and only may enter into contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 9.
- B. In no event shall any provision of this Section 14, 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 Section 14 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to insist upon Subrecipient's full compliance with the terms of this contract, and by the act of approval under Section 14, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.

**SECTION 15. 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 16. COMPLIANCE WITH LAWS**

Subrecipient shall comply with the Low-Income Home Energy Assistance Act of 1981, as amended, 42 U.S. C. Sec. 8621 et Seq. (the "LIHEAP Act" Public Law 97-35) and with the rules and regulations promulgated there under, and with all federal, state, and local laws and regulations applicable to the performance of this contract, including Texas Administrative Code (10 TAC Chapter 5) and the LIHEAP State Plan.

**SECTION 17. 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-110 §\_24, and OMB Circular A-102, Attachment, 2e.

**SECTION 18. NON-BINDING GUIDANCE**

Department may issue non-binding guidance to explain the rules and provide directions on terms of this contract.

**SECTION 19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

No person shall, on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliation, or belief, 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.

## SECTION 20. LEGAL AUTHORITY

- A. Subrecipient represents that it possesses the legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Subrecipient has obligated itself to perform hereunder.
- B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms 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, 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 Department has terminated this contract for reasons enumerated in this Section 20.

## SECTION 21. 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 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 21, "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) Sections 4 D (3) and (4) above notwithstanding, 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, provided, however, that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report from Subrecipient, as determined by Department.
  - (3) Subrecipient shall submit three (3) copies of such audit report and any associated management letter to the Department (2 to Portfolio Monitoring and Compliance and 1 to Community Affairs 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 audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section 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 "Attachment A-Budget" of 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 21 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.
- D. Subrecipient understands and agrees that it shall be liable to the 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. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 21 as Department may require of Subrecipient.

- F. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.
- G. For any fiscal year ending within or immediately after the Grant Period, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

#### **SECTION 22. DEPARTMENT/CEAP TRAVEL AND TRAINING**

- A. The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circulars (A-87 {2 CFR 225} and A-122 {2 CFR 230} as appropriate), and either its board-approved travel policy, or the State of Texas travel policies.

#### **SECTION 23. POLITICAL ACTIVITY PROHIBITED**

- A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any 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. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.
- C. None of the funds under this contract shall be expended in payment of the salary for full-time employment of any employee who is also the paid lobbyist of any individual, firm, association, or corporation. None of the funds provided by this contract shall be expended in payment of the partial salary of a part-time employee who is required to register as a lobbyist by virtue of the employee's activities for compensation by or on behalf of industry, a profession or association related to operation of Subrecipient. A part-time employee may serve as a lobbyist on behalf of industry, a profession, or association so long as such entity is not related to Subrecipient. Except as authorized by law, no contract funds shall be expended in payment of membership dues to an organization on behalf of Subrecipient or an employee of Subrecipient if the organization pays all or part of the salary of a person required to register under Chapter 305, Government Code.
- D. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

#### **SECTION 24. SECTARIAN INVOLVEMENT PROHIBITED**

No funds received by Subrecipient hereunder shall be used, either directly or indirectly, to support any religious or anti-religious activity

#### **SECTION 25. COPYRIGHT**

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

#### **SECTION 26. PREVENTION OF WASTE, FRAUD, AND ABUSE**

- A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

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

#### **SECTION 27. HB 1196 CERTIFICATION AGAINST UNDOCUMENTED WORKERS**

Subrecipient/Local Operator certifies that it, or a branch, division, or department of Subrecipient/Local Operator 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/Local Operator, or a branch, division, or department of Subrecipient/Local Operator is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient/Local Operator shall repay the public subsidy with interest, at a rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient/Local Operator of the violation.

#### **SECTION 28. SB 608 CERTIFICATION OF ELIGIBILITY**

Under Section 2261.053, Texas Government Code, Subrecipient/Local Operator certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

#### **SECTION 29. MAINTENANCE OF EFFORT**

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

#### **SECTION 30. NO WAIVER**

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

#### **SECTION 31. SEVERABILITY**

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

#### **SECTION 32. ORAL AND WRITTEN AGREEMENTS**

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 document and attachments.

#### **SECTION 33. VENDOR AGREEMENTS**

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

**SECTION 34. SPECIAL CONDITIONS**

The Pro-Children Act of 1994, [20 U.S.C. Sec. 6081 et seq.] 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.

**SECTION 35. EXCLUDED PARTIES LIST SYSTEM**

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 Excluded Parties List System at <http://www.epls.gov/> or by collecting a certification from the potential subcontractor.

**SECTION 36. ALLOWABLE ADMINISTRATIVE, ASSURANCE 16 ACTIVITIES, AND DIRECT SERVICES SUPPORT EXPENDITURES**

A. Administrative and Assurance 16 Activities funds are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision in October to use its administration, Assurance 16 Activities, and direct services support dollars for direct service categories; however, subrecipient is still required to perform Assurance 16 Activities and Direct Service Support activities.

B. Direct Services Support expenditures are earned through provision of direct services to clients and must be supported by appropriate documentation of the allowable activities. Direct Service Support includes costs not administrative in nature but those used for outreach and targeting only to eligible households. Allowable expenditures include but are not limited to salaries, fringe benefits, and travel expenditures of staff when conducting outreach, and application intake. Subrecipient may opt to use LIHEAP Direct Service Support allocation for direct client services if they have used non-LIHEAP resources to serve the requirements of Direct Service Support. Computer purchases and any related expenditures must be charged to Administration, not Direct Services Support.

C. In order to achieve compliance with the LIHEAP Act, subrecipient must coordinate with other energy related programs. Specifically, subrecipient must make documented referrals to the local WAP subrecipient.

D. Subrecipient shall accept applications for CEAP 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 CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

**SECTION 37. APPEALS PROCESS**

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner, according to the Title 10, Part I, Chapter 5.

**SECTION 38. ATTACHMENTS**

The attachments identified below are hereby made a part of this contract:

- (1) Attachment A, Budget

SIGNED this [redacted] day of [redacted]

[redacted signature line]

By: [redacted]

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

By: Michael Gerber

This contract is not effective unless signed by the Executive Director of the Department or authorized designee.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
 CONTRACT NO. \_\_\_\_\_ FOR THE  
 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)  
 (CFDA # 93.568)  
 ATTACHMENT A BUDGET

**DEPARTMENT FINANCIAL OBLIGATIONS**

\_\_\_\_\_ \$ CEAP FUNDS CURRENTLY AVAILABLE  
 \_\_\_\_\_ \$ TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

**BUDGET FOR AVAILABLE ALLOCATIONS**

BUDGET CATEGORY	FUNDS	%
Administration	\$	-
Assurance 16	\$	-
Direct Services	\$	-
<b>TOTAL CEAP BUDGET</b>	<b>\$</b>	<b>-</b>

BUDGET CATEGORY	FUNDS	%
Energy Crisis	\$	
Co-payment	\$	
Elderly and Disabled	\$	
Heating/Cooling	\$	
Direct Service Support	\$	
<b>TOTAL DIRECT SERVICES</b>	<b>\$</b>	<b>100.00</b>

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



Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.00% of the contract expenditures, excluding Training/Travel costs.

Assurance 16 Activities costs are limited to 6.00% of the contract expenditures excluding Training and Travel costs. Direct Services Support costs are limited to 5.00% of total Direct Services expenditures.

Expenditures for Elderly/Disabled and Heating/Cooling **must be at least 10% of Direct Service Dollars expended.** Energy Crisis and Co-Payment Percentage will be established by Subrecipient. Direct Services Support **(may not exceed 5% of Direct Services dollars expended).**

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

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

**Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Period. A second and final budget revision must be received by the Department on or before November 18, 2011.**

**Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with "Direct Service Support" funds or other funds.**

Effective Date of Budget: 01/01/2011

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

**SECTION 1. PARTIES TO CONTRACT**

This contract (hereinafter "Contract") is made by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas (hereinafter the "Department") and (hereinafter the "Subrecipient"). The term of this Contract shall be for the period identified under Attachment A - Budget and Performance Document (hereinafter the "Attachment A").

**SECTION 2. CONTRACT TERM**

The period for performance of this contract, unless earlier terminated, is April 01, 2011 through March 31, 2012 (hereinafter the "Contract Term").

**SECTION 3. SUBRECIPIENT PERFORMANCE**

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 budget described in Attachment A of this Contract. 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 to households with elderly, persons with disabilities, households with young children that are age five (5) or younger, and/or households with a high energy burden and households with high energy consumption. Subrecipient shall implement 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.); the U.S. Department of Energy (DOE) regulations codified in 10 C.F.R. Parts 440 and 600; any applicable Office of Management and Budget (OMB) Circulars; the Texas WAP State Plan; the Texas LIHEAP State Plan; the State weatherization regulations; the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. §8621 et seq.); the implementing regulations in 45 C.F.R. Part 96; Texas Administrative Code: 10 TAC §5.1-§5.20; §5.501-§5.508; §5.521-§5.532 and §5.701-§5.705. The International Residential Code; International Energy Conservation Code or in accordance with jurisdictions authorized by State law to adopt later editions; and the terms of this Contract.

**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 Attachment A of this Contract.
- B. Department's obligations under this Contract are contingent upon the actual receipt by Department of federal LIHEAP program funds. If sufficient funds are not available, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract.
- 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 10 C.F.R. §440.22;
  - (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 10 C.F.R. §440.18(e)(2);

- (4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 9 of this Contract;
- (5) is not incurred during the Contract year;
- (6) is not reported to Department on a monthly LIHEAP expenditure report and/or a monthly LIHEAP performance report within sixty (60) days of the termination of this Contract year;
- (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.

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

A. Each month, Subrecipient may request an advance payment of LIHEAP funds under Attachment A by submitting a monthly expenditure report to Department (through the electronic reporting system) at its offices in Travis County, Texas. Subrecipient must maintain and follow written procedures to minimize the time elapsing between the transfer of funds from Department and the disbursement of such funds by Subrecipient.

B. Subrecipient's requests for advances shall be limited to the minimum amount needed to perform contractual obligations and timed to be in accordance with actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract. 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, Department reserves the right to use a cost reimbursement method of payment 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 determines that a cost reimbursement method would benefit the program; (4) Department's funding sources require the use of a cost reimbursement method; or (5) 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 recipients of the weatherization assistance program and for the payment of the allowable expenditures identified in Section 9 of this Contract.

**SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

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 Uniform Grant and Contract Management Standards, 1 T.A.C. § 5.141 et seq. (the "Uniform Grant Management Standards"). All references to "local government" shall be construed to mean "Subrecipient." Uniform cost principles for local governments are set forth in OMB Circular No. 87, and for non-profits in OMB Circular No. 122. Uniform administrative requirements for local governments are set forth in OMB Circular No. 102 and for non-profits in OMB Circular No. 110.

**SECTION 7. USE OF ALCOHOLIC BEVERAGES**

None of the funds provided under this Contract shall be used for the payment of salaries to any employee who uses alcoholic beverages while on active duty. No funds provided under this Contract shall be used for the purchase of alcoholic beverages.

## **SECTION 8. 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, the Texas Administrative Code: 10 TAC §5.17 (Sanctions and Contract Close Out), any State weatherization regulation, and the WAP State Plan. 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 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. Department shall not be liable for any costs incurred by Subrecipient after termination or during the suspension of this Contract. The termination or suspension of this Contract notwithstanding, Subrecipient shall not be relieved of any liability for damages due to Department by virtue of any prior or future breach of this Contract by Subrecipient. Department may withhold any payment otherwise due to Subrecipient until such time as the exact amount of damages owed to Department by Subrecipient is determined and paid.

## **SECTION 9. ALLOWABLE EXPENDITURES**

- A. The allowance of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 5 and the regulations set forth in 10 C.F.R. §440.18, 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. 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 10 C.F.R. Part 440, Appendix A, State of Texas adopted International Residential Code (IRC) or in accordance with jurisdictions authorized by State law to adopt later editions.

Allowable WAP expenditures under Attachment A include:

- (1) the purchase and delivery of weatherization materials as defined in 10 C.F.R. §440.3;
- (2) 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 10 C.F.R. §440.19;
- (3) the cost of 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 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 Attachment A shall not exceed the cost of weatherization measures charged to WAP funds and shall have a whole house SIR of one or greater on the approved State of Texas Energy Audit.);

(11) allowable health and safety measures; and

(12) allowable base load reduction measures. 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 90 days prior to the end of the Contract term before these funds can be moved.

C. 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 Attachment A. Allowable administrative costs may include reasonable costs associated with Subrecipient's administrative personnel, travel, audit fees, office space, equipment, and supplies which are necessary for the administration of WAP. Administrative costs are earned based upon the allowable percentage of total allowable expenditures, excluding the allowance for Department / LIHEAP Training Travel or special equipment purchases. Subrecipient may use any or all of the funds allowed for administrative purposes under this Contract for the purchase and delivery of weatherization materials. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least 90 days prior to the end of the Contract term before these funds can be moved.

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

#### **SECTION 10. RECORD KEEPING REQUIREMENTS**

A. Subrecipient shall comply with the record keeping requirements set forth at 10 C.F.R. §440.24 and with such additional record keeping requirements as specified 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:

(1) 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), and persons with disabilities;

(2) 12 month customer billing history for utilities or consumption disclosure release form;

(3) eligibility documentation (proof of income eligibility shall consist of checks, check stubs, award letters, employer statements, or other similar documents including total income and public assistance payments); no dwelling unit shall be weatherized without documentation that the dwelling unit is an eligible dwelling unit as defined in 10 C.F.R. §440.22. All proof of income must reflect earnings from within 12 months of the start date indicated on the building weatherization report (BWR). Proof of income documentation requirements are the same for both single and multifamily housing; effective January 1, 2005, all new applications must have proof of income, or Declaration of Income Statement for the previous 30 days;

(4) BWR to include certification of final inspection;

(5) invoices of materials purchased or inventory removal sheets;

(6) invoices of labor;

- (7) if a rental unit, landlord agreement form (including Exhibits A and B), and landlord financial participation form and Permission to Conduct Energy Audit Form (Department form); and all other Landlord forms found in the Energy Assistance Section of the Departments website;
- (8) Self-help Certification (Department form), if applicable;
- (9) Notice of Denial (Department form), 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 (local design allowed);
- (12) Wall Inspection (local design allowed);
- (13) Justification for Omission of Priorities (local design allowed), if applicable;
- (14) Documentation of pre weatherization carbon monoxide readings for all combustibile appliances;
- (15) Documentation of post weatherization carbon monoxide readings for all combustibile appliances;
- (16) Blower Door Data Sheet;
- (17) Copy of the cover sheet, SIR page, and Suggested Repairs and Measures page for the approved State of Texas Energy Audit;
- (18) A complete approved State of Texas Energy Audit on disk and a disk back-up for all units weatherized (unless using computer based audit);
- (19) Signed client receipt of Lead Safe Information (for homes built in 1978 or prior); and
- (20) Refrigerator assessment form (if applicable).

C. Materials standards documentation for weatherization materials purchased under this Contract must be maintained. These standards must meet the requirements according to Appendix A of 10 CFR 440.

D. 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.

E. 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, TEXAS GOVERNMENT CODE ANNOTATED. Chapter 552.

F. All subrecipients must conduct a full household assessment addressing all possible allowable weatherization measures.

G. Subrecipients must provide program applications, forms and educational materials in English, Spanish and any other appropriate language.

## **SECTION 11. 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 sixty (60) 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.
- C. Subrecipient shall submit to Department no later than sixty (60) 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 submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to 10 C.F.R. §440.25, by HHS, or by the Department.
- E. 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 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.

## **SECTION 12. CHANGES AND AMENDMENTS**

Any change in the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulation and subrecipient is on constructive notice of this change whether actual notice is provided. Except as otherwise specifically provided herein, any other change in the terms of this Contract shall be by amendment in writing and signed by both parties to this Contract.

## **SECTION 13. NON-BINDING GUIDANCE**

Department may issue non-binding guidance to explain the rules and provide directions on the terms of this Contract.

## **SECTION 14. INDEPENDENT SUBRECIPIENT**

It is agreed that Department is contracting with Subrecipient as an independent contractor. Subrecipient agrees to indemnify Department against any disallowed costs or other claims, which may be asserted by any third party in connection with the services to be performed by Subrecipient under this Contract.

## **SECTION 15. PROCUREMENT STANDARDS & SUBCONTRACTS**

- A. Subrecipient shall develop and implement procurement procedures, which conform to the uniform administrative requirements referenced in Section 6 of this Contract. Subrecipient shall not procure supplies, equipment, materials, or services except in accordance with its procurement procedures and the Texas Administrative Code: 10 TAC §5.10-§5.12. All procurement Contracts, other than "small purchases" shall be in writing and shall contain the required provisions. **Subrecipient must obtain advance written permission from the Department before purchasing any vehicle.** Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- B. Subrecipient shall ensure that its subcontractors comply with all applicable terms of this Contract as if the performance rendered by the subcontractor was being rendered by Subrecipient. 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.

C. It is the sole responsibility of Subrecipient's authorized weatherization staff to perform every initial assessment, every approved State of Texas Energy Audit, and every final inspection. In an emergency situation, Subrecipient may request in writing that the Department waive this requirement. The Department will review each request separately to determine whether a waiver will be granted, the conditions for the waiver, and the maximum time allotted for the waiver. Under no circumstances will a waiver be granted for longer than six months. Failure to strictly adhere to this policy will result in disallowed costs.

#### **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 federal financial assistance for any fiscal year ending on or after December 31, 2003, shall have an audit made in accordance with Department's supplemental audit guide, the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, et seq. and OMB Circular No. 133 - Revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations." For purposes of this Section 15, "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) Subrecipient shall submit two (2) copies of the report of such audit and any associated management letter to Department within thirty (30) days after the completion of the audit, and no later than nine (9) months after the end of the audit period. However, for fiscal years beginning on or before June 30, 1998, the audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report or 13 months after the end of the audit period. Subrecipient shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under this Section 16 are subject to review and resolution by 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 the Contract year.

B. Subsection A 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 §16(A)(4).

C. Subsection A 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. 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.

F. Subrecipient shall procure audit services through an open, competitive process at least once every four 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.

#### **SECTION 17. PROPERTY MANAGEMENT**

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. INSURANCE REQUIREMENTS**

Subrecipient shall maintain adequate personal injury and property damage liability insurance or, if Subrecipient is a unit of local government, shall maintain sufficient reserves to protect against the hazards arising out of or in connection with the performance of this Contract. Subrecipient may 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 shall review existing policies to ensure that lead contamination is covered and if not, secure adequate coverage for all units to be weatherized.

If Subrecipient is not a unit of local government, Subrecipient shall provide Department with certificates of insurance evidencing Subrecipient's current and effective insurance coverage. Subrecipient agrees to notify the Department immediately upon receipt of notification of the termination, cancellation, expiration, or modification of any insurance coverage or required policy endorsements. Subrecipient agrees to suspend the performance of all work performed under this Contract until Subrecipient satisfies the coverage requirements and obtains the policy endorsements, and has delivered to Department certificates of insurance evidencing that such coverage and policy endorsements are current and effective, and has been notified by Department that such performance of the work under this Contract may recommence. Subrecipients must also require all independent subcontractors to have general liability insurance. Subrecipients' insurance must cover the pollution occurrence insurance coverage for their 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**

Department or its designee may conduct periodic desk and on-site monitoring to evaluate the efficiency, economy, and effectiveness of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide technical assistance to Subrecipient and may require changes in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Subrecipient may be required by Department to return to dwelling units to correct identified problems. Department may further review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may withhold funds, place Subrecipient on a cost reimbursement basis, deobligate funds, suspend performance, terminate this Contract, or invoke other remedies in the event monitoring reveals material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within a reasonable period of time.

## **SECTION 21. LEGAL AUTHORITY**

- A. Subrecipient represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform under this Contract.
- 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 bind Subrecipient to all terms 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 to enter into this Contract or to render performances hereunder. Should suspension or termination occur, Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract.

## **SECTION 22. PREVENTION OF FRAUD AND ABUSE**

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

## **SECTION 23. HB 1196 CERTIFICATION**

Subrecipient / Local Operator certifies that it, or a branch, division, or department of Subrecipient / Local Operator 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 / Local Operator, or a branch, division, or department of Subrecipient / Local Operator is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient / Local Operator shall repay the public subsidy with interest, at a rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient / Local Operator of the violation.

## **SECTION 24. SB 608 CERTIFICATION**

Under Section 2261.053, Texas Government Code, Subrecipient / Local Operator certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

## **SECTION 25. CONFLICT OF INTEREST/NEPOTISM**

- A. Subrecipient represents that neither it nor any member of its governing body presently has any interest or shall acquire any interest in, directly or indirectly, which would conflict with the performance of this Contract and that no person having such interest shall be employed by Subrecipient or appointed as a member of Subrecipient's governing body.
  
- B. Subrecipient shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
  
- C. Subrecipient agrees that it will comply with TEX. GOV'T CODE ANN. Chapter 573 by ensuring that no officer, employee, or member of the governing body of Subrecipient shall vote for or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

## **SECTION 26. POLITICAL ACTIVITY AND LOBBYING PROHIBITED**

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any 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. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.
- C. If any funds other than federally 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 Contract, Subrecipient shall complete and submit a Certification Regarding Lobbying form in accordance with its instructions. No state funds may be given to persons who are required to register under TEX GOV'T CODE ANN. 305
- D. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this section.

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

No person shall on the ground(s) of race, color, religion, sex, national origin, age, disability, political affiliation or belief 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.

## **SECTION 28. SPECIAL COMPLIANCE PROVISIONS**

Subrecipient shall comply with the requirements of all applicable laws and regulations, including those specified in 10 C.F.R. Part 600.

## **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 the Texas Administrative Code: 10 TAC §5.532. For Training & Technical Assistance other than State or DOE sponsored, Subrecipient must receive prior written approval from the Department.
- B. Allowable travel costs under this Contract shall be determined in accordance with OMB Circulars A-122 or A-87, as applicable, any Department Issuance on travel, and with Subrecipient's written travel policy. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees. Prior to incurring any costs for travel, subrecipient must provide Department with a copy of its travel policy and evidence that such policy has been approved by Subrecipient's governing body. If Subrecipient has no established written travel policy, the travel regulations applicable to Department employees shall apply.
- C. Department may, from time to time, provide funds in this category that are for the sole purpose of purchasing designated weatherization equipment.

**SECTION 30. DEBARRED AND SUSPENDED PARTIES**

- (1) Subrecipient must not make any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension and 45 CFR Part 76."
- (2) Subrecipient certifies that neither it or its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.
- (4) Subrecipient shall include in any subcontracts that failure to adequately perform under this Contract may result in penalties up to and including Debarment from performing additional work for the Department.

**SECTION 31. 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 32. PRIOR ORAL AND WRITTEN AGREEMENTS**

All prior oral or written agreements between the parties hereto relating to the subject matter of this Contract have been reduced to writing and are contained herein.

**SECTION 33. 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 16 U.S.C. 470 the National Historic Preservation Act (NHPA). The Department has provided guidance through the Memorandum of Understanding with the Texas Historical Commission posted on the Department website.

SIGNED this [redacted] day of [redacted]

[redacted]

By: [redacted]

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

By: [Michael Gerber](#)

This Contract is not effective unless signed by the Executive Director of the Department or their authorized designee.



Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. WAP costs per unit, excluding health and safety expenses and roof repair as allowed by state regulation, shall not exceed \$4,000.00 without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: [04/01/2011](#)

By:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

By: [Michael Gerber](#)

This Contract is not effective unless signed by the Executive Director of the Department or their authorized designee.

**LIHEAP Household Report--Federal Fiscal Year 2011--Long Format**

Grantee Name:	Texas Department of Housing and Community Affairs	Contact Person:	Cate Taylor	Phone:	512-475-1435	Date:	8/22/2011
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The *LIHEAP Household Report--Long Format* is for use by the 50 States, District of Columbia, and the Commonwealth of Puerto Rico. This Federal Report provides data on both LIHEAP assisted and households for Federal Fiscal Year (FFY) 2011, the period of October 1, 2010 - September 30, 2011. The Report consists of the following sections: (1) **LIHEAP Assisted Household Format** and (2) **LIHEAP Household Format**. Data on assisted households are included in the Department's annual *LIHEAP Report to Congress*. The data are also used in the measuring targeting performance under the Government Performance and Results Act of 1993. As the reported data are aggregated, the information in this report is not considered to be confidential.

There are two types of data: (1) **required** data which must be reported under the LIHEAP statute and (2) **requested** data which are optional, in response to House Report 103-483 and Senate Report 103-251. *LIHEAP Household Report--Long Format* (the Excel file name is *hhsrptst.xls*) and the instructions on completing the Report (the Word file name is *hhrptins.doc*) can be downloaded in the Forms sections of the Community Services' LIHEAP web site at: [www.acf.hhs.gov/programs/ocs/liheap/grantees/forms.html#household\\_report](http://www.acf.hhs.gov/programs/ocs/liheap/grantees/forms.html#household_report). The column, "Number of assisted households," and the column, "Number of applicant will be calculated automatically for each type of LIHEAP assistance by a formula as the poverty level data are entered.

Do the data below include estimated figures? 

No	Yes
Preliminary	[ ]

 If "Yes," Mark "X" in the second column below for each type of assistance that has at least one estimated data entry.

**1. LIHEAP ASSISTED HOUSEHOLD FORMAT**

Type of assistance	Mark "X" to indicate estimated data	Number of assisted households	REQUIRED DATA					REQUESTED DATA					
			Percent of 2010 HHS Poverty Guidelines, based on gross income and household size					At least one member who is				At least one member who is	
			Under 75%	75%-100%	101%-125%	126%-150%	Over 150%	60 years or older	Disabled	Age 5 years or younger	Elderly, Disabled, or Young Child	Age 2 years and younger	Age 3 years through 5 years
Heating	10/10-06/11	19,325	12,582	2,830	3,913	n/a	n/a	8,761	10,382	3,406	15,329	1,884	2,096
Cooling	10/10-06/11	71,465	47,757	10,531	13,177	n/a	n/a	33,845	38,135	10,882	69,410	5,939	6,973
Winter/year round crisis	10/10-06/11	60,404	34,736	6,772	8,896	n/a	n/a	11,178	15,737	14,274	41,184	8,122	9,511
Summer crisis		0											
Other crisis (specify)		0											
Weatherization	10/10-06/11	6,691	2,971	1,140	933	872	775	2,826	1,888	1,305	6,014	668	864
<b>Any type of LIHEAP assistance</b>	10/10-06/11	99,148						37,974	44,319	20,028	88,440		

**Notes:** Include any notes below for section 1 (indicate type of assistance and item being referenced): [ ] = not applicable

**This report uses actual but incomplete data, October 2010 - June 2011.**

**Heating assistance includes households that submitted applications prior to the reporting period and do not appear in "Applicant Households."**

**Cooling assistance includes households that submitted applications during "heating" months and received assistance under "Crisis."**

**2. LIHEAP APPLICANT HOUSEHOLD FORMAT (regardless of whether households were assisted)**

Type of assistance	Mark "X" to indicate estimated data	Number of applicant households	REQUIRED DATA					Income data unavailable
			2010 HHS Poverty Guideline interval, based on gross income and household size					
			Under 75%	75%-100%	101%-125%	126%-150%	Over 150%	
Heating	10/10-06/11	18,408	11,878	1,876	952	2,892	810	0
Cooling	10/10-06/11	66,049	44,115	6,930	2,917	9,849	2,238	0
Winter/year round crisis	10/10-06/11	48,624	33,435	4,567	2,213	6,429	1,877	0
Summer crisis		0						
Other crisis (specify)		0						
Weatherization	10/10-06/11	8,163	2,872	1,172	870	753	762	1734

**Notes:** Include any notes below for section 2 (indicate type of assistance, and item the note is referencing):

**This report uses actual but incomplete data, October 2010 - June 2011.**

# 2011 Comprehensive Energy Assistance Program

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
 POST OFFICE BOX 13941, AUSTIN, TX 78711-3941  
 Energy Assistance 512-475-3951

<i>CEAP Subrecipient</i>	<i>Agency Address</i>	<i>Chief Executive</i>	<i>Contact Person</i>	<i>Counties Served</i>
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<b>Bee Community Action Agency</b>	P.O. Box 1540 1701 N.W. Frontage Road Beeville, Texas 78104-1540 Phone: (361) 358-5530 Fax: (361) 358-6591	Ms. Anna Simo Executive Director  <a href="mailto:anna.simo@bizstx.rr.com">mailto:anna.simo@bizstx.rr.com</a>	Randy Kopplin (361)358-5530  <a href="mailto:randy.kopplin@bizstx.rr.com">mailto:randy.kopplin@bizstx.rr.com</a>	Bee, Live Oak, McMullen, Refugio
<b>Bexar County Community and Development Programs</b>	233 N. Pecos Street, Suite 590  San Antonio, Texas 78207 Phone: (210) 335-3707 Fax: (210) 335-6788	Ms. Aurora M. Sanchez Executive Director  <a href="mailto:asanchez@bexar.org">mailto:asanchez@bexar.org</a>	Delia Perez (210) 335-6541  <a href="mailto:dperez@bexar.org">mailto:dperez@bexar.org</a>	Bexar
<b>Big Bend Community Action Committee, Inc.</b>	P.O. Box 265 200 West San Antonio Street Marfa, Texas 79843 Phone: (432) 729-4908 Fax: (432) 729-3435	Ms. Emma Vasquez Executive Director  <a href="mailto:evbbcac@sbcglobal.net">mailto:evbbcac@sbcglobal.net</a>	Gloria Garcia   <a href="mailto:rcbbcac@sbcglobal.net">mailto:rcbbcac@sbcglobal.net</a>	Brewster, Culberson, Hudspeth, Jeff Davis, Presidio
<b>Brazos Valley Community Action Agency, Inc.</b>	1500 University Dr E, Ste 100  College Station, Texas 77840 Phone: (979) 846-1100 Fax: (979) 260-9390	Ms. Karen Garber Executive Director  <a href="mailto:kgarber@bvcaa.org">mailto:kgarber@bvcaa.org</a>	Bryan Jones (979) 595-2910  <a href="mailto:bdjones@bvcaa.org">mailto:bdjones@bvcaa.org</a>	Brazos, Burleson, Grimes, Leon, Madison, Robertson, Walker, Waller, Washington
<b>Cameron and Willacy Counties Community Projects, Inc.</b>	3302 Boca Chica, Suite 209  Brownsville, Texas 78521-5705 Phone: (956) 544-6411 Fax: (956) 544-6414	Ms. Amalia C. Garza Executive Director  <a href="mailto:amalia_cgarza@yahoo.com">mailto:amalia_cgarza@yahoo.com</a>	Xochitl C. Rodriguez (956) 544-6411  <a href="mailto:xcrodriguez@aol.com">mailto:xcrodriguez@aol.com</a>	Cameron, Willacy
<b>Central Texas Opportunities, Inc.</b>	P.O. Box 820 1200 South Frio Coleman, Texas 76834 Phone: (325) 625-4167 Fax: (325) 625-3335	Ms. Paulette Ratto Interim Executive Director  <a href="mailto:gcormack@ctoinc.org">mailto:gcormack@ctoinc.org</a>	Hanna Adams (325) 625-4167 ext.239  <a href="mailto:hadams@ctoinc.org">mailto:hadams@ctoinc.org</a>	Brown, Callahan, Coleman, Comanche, Eastland, McCulloch, Runnels

<i>CEAP Subrecipient</i>	<i>Agency Address</i>	<i>Chief Executive</i>	<i>Contact Person</i>	<i>Counties Served</i>
<b>Combined Community Action, Inc.</b>	165 W. Austin Street  Giddings, Texas 78942 Phone: (979) 540-2980 Fax: (979) 542-9565	Ms. Rhoda Marie Gersch Executive Director  <a href="mailto:rmgersch@ccaction.com">mailto:rmgersch@ccaction.com</a>	DeAndrea Baker  800-688-9065 ext. 2986  <a href="mailto:DBaker@ccaction.com">mailto:DBaker@ccaction.com</a>	Austin, Bastrop, Colorado, Fayette, Lee
<b>Community Action Committee of Victoria Texas</b>	P.O. Box 3607 4007 Halsey Street Victoria, Texas 77903-3607 Phone: (361) 578-2989 Fax: (361) 578-0062	Ms. Vicki Smith Executive Director  <a href="mailto:cacv@sbcglobal.net">mailto:cacv@sbcglobal.net</a>	Shawnee Bayer  (361) 575-0478 or (800) 695-0314	Aransas, Calhoun, DeWitt, Goliad, Gonzales, Jackson, Lavaca, Victoria
<b>Community Action Corporation of South Texas</b>	204 E. 1st Street PO Drawer 1820, 78333 Alice, Texas 78333-1820 Phone: (361) 664-0145 Fax: (361) 664-0120	Mr. Rafael Treviño, Jr. Executive Director  <a href="mailto:rafael.trevino@cacost.org">mailto:rafael.trevino@cacost.org</a>	Robert Cuevas  (361) 664-4769  <a href="mailto:robert.cuevas@cacost.org">mailto:robert.cuevas@cacost.org</a>	Brooks, Duval, Jim Wells, San Patricio
<b>Community Action Inc., of Hays, Caldwell and Blanco Counties</b>	P.O. Box 748  San Marcos, Texas 78667-0748 Phone: (512) 392-1161 Fax: (512) 396-4255	Ms. Carole Belver Executive Director  <a href="mailto:cbelver@communityaction.com">mailto:cbelver@communityaction.com</a>	Tina Morrow  Ext. 309  <a href="mailto:tmorrow@communityaction.com">mailto:tmorrow@communityaction.com</a>	Blanco, Caldwell, Hays
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<b>Community Council of Southwest Texas, Inc.</b>	P.O. Drawer 1709 713 East Main Street Uvalde, Texas 78802-1709 Phone: (830) 278-6268 Fax: (830) 278-4281	Mr. Richard Juarez Executive Director  <a href="mailto:rjuarez@ccswt.org">mailto:rjuarez@ccswt.org</a>	Norma E. Berrones  (830) 278-6268  <a href="mailto:nberrones@ccswt.org">mailto:nberrones@ccswt.org</a>	Edwards, Kinney, Real, Uvalde, Val Verde, Zavala
<b>Community Services Agency of South Texas</b>	P.O. Box 488 910 S. 5th Street Carrizo Springs, Texas 78834-6488 Phone: (830) 876-5219 Fax: (830) 876-5280	Mr. David Ojeda, Jr. Executive Director  <a href="mailto:csadojeda@sbcglobal.net">mailto:csadojeda@sbcglobal.net</a>	David Ojeda, Jr.  (830) 876-2918  <a href="mailto:csaofsti@sbcglobal.net">mailto:csaofsti@sbcglobal.net</a>	Dimmit, LaSalle, Maverick

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<b>Community Services, Inc.</b>	P.O. Box 612 401 East 6th Ave. Corsicana, Texas 75151-0612 Phone: (903) 872-2401 Fax: (903) 872-0254	Ms. Pauletta Hines Executive Director  <a href="mailto:Pauletta_hines@csicorsicana.org">mailto:Pauletta_hines@csicorsicana.org</a>	Valerie Nickerson (903) 875-3727  <a href="mailto:valerie_nickerson@csicorsicana.org">mailto:valerie_nickerson@csicorsicana.org</a>	Anderson, Collin, Denton, Ellis, Henderson, Hunt, Kaufman, Navarro, Rockwall, Van Zandt
<b>Concho Valley Community Action Agency</b>	P.O. Box 671 36 E. Twohig, Suite B-200 San Angelo, Texas 76903 Phone: (325) 653-2411 Fax: (325) 658-3147	Mr. Mark Bethune Executive Director  <a href="mailto:mbethune@cvcaa.org">mailto:mbethune@cvcaa.org</a>	Janet Appleton (325) 653-1680  <a href="mailto:janet.appleton@suddenlinkmail.com">mailto:janet.appleton@suddenlinkmail.com</a>	Coke, Concho, Crockett, Irion, Kimble, Menard, Reagan, Schleicher, Sterling, Sutton, Tom Green
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<b>Economic Action Committee of The Gulf Coast</b>	P.O. Box 1685 904 Whitson St. Bay City, Texas 77404-1685 Phone: (979) 245-6901 Fax: (979) 245-5699	Ms. Kristie L. Smith Executive Director  <a href="mailto:eac-ksmith@sbcglobal.net">mailto:eac-ksmith@sbcglobal.net</a>	Jody Johnson (979) 245-3250  <a href="mailto:eac-energy@sbcglobal.net">mailto:eac-energy@sbcglobal.net</a>	Matagorda
<b>Economic Opportunities Advancement Corporation of Planning Region XI</b>	500 Franklin Avenue  Waco, Texas 76701-2111 Phone: (254) 753-0331 Fax: (254) 754-0046	Ms. Johnette Hicks Executive Director  <a href="mailto:jhicks@centexbiz.rr.com">mailto:jhicks@centexbiz.rr.com</a>	Claudia Gooch Ext 218  <a href="mailto:claudia@centexbiz.rr.com">mailto:claudia@centexbiz.rr.com</a>	Bosque, Falls, Freestone, Hill, Limestone, McLennan
<b>El Paso Community Action Program, Project BRAVO, Inc.</b>	P.O. Box 3445  El Paso, Texas 79923 Phone: (915) 562-4100 Fax: (915) 562-8952	Ms. Laura Ponce Executive Director  <a href="mailto:lponce@projectbravo.org">mailto:lponce@projectbravo.org</a>	Trish Thornton (915) 562-4100  <a href="mailto:tthornton@projectbravo.org">mailto:tthornton@projectbravo.org</a>	El Paso

<i>CEAP Subrecipient</i>	<i>Agency Address</i>	<i>Chief Executive</i>	<i>Contact Person</i>	<i>Counties Served</i>
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<b>Greater East Texas Community Action Program (GETCAP)</b>	P.O. Box 631938 114 W. Hospital Nacogdoches, Texas 75963 Phone: (936) 564-2491 Fax: (936) 564-0302	Ms. Karen Swenson Executive Director  <a href="mailto:kswenson@sbcglobal.net">mailto:kswenson@sbcglobal.net</a>	Beverly Norris (936) 564-2491  <a href="mailto:beverlynorris@sbcglobal.net">mailto:beverlynorris@sbcglobal.net</a>	Angelina, Cherokee, Gregg, Houston, Nacogdoches, Polk, Rusk, San Jacinto, Smith, Trinity, Wood
<b>Hidalgo County Community Services Agency</b>	P.O. Box 204 2524 N. Closner Edinburg, Texas 78540 Phone: (956) 383-6240 Fax: (956) 380-4324	Ms. Maribel Navarro-Saenz Executive Director  <a href="mailto:csa_lopez@yahoo.com">mailto:csa_lopez@yahoo.com</a>	Thelma Vasquez Ext. 2 then 44  <a href="mailto:tvasquez@csa-hidalgo.us">mailto:tvasquez@csa-hidalgo.us</a>	Hidalgo
<b>Hill Country Community Action Association, Inc.</b>	P.O. Box 846 2905 West Wallace San Saba, Texas 76877 Phone: (325) 372-5167 Fax: (325) 372-3526	Ms. Tama Shaw Executive Director  <a href="mailto:tshaw@hccaa.com">mailto:tshaw@hccaa.com</a>	Clovia Ketchum Ext 232  <a href="mailto:cketchum@hccaa.com">mailto:cketchum@hccaa.com</a>	Bell, Coryell, Hamilton, Lampasas, Llano, Mason, Milam, Mills, San Saba
<b>Kleberg County Human Services</b>	720 E. Lee Street Kingsville, Texas 78363 Phone: (361) 595-8572 Fax: (361) 595-8578	Ms. Margie Del Bosque Interm Executive Director	Crystal L. Lomas (361) 595-8572  <a href="mailto:crystallomas@yahoo.com">crystallomas@yahoo.com</a>	Kenedy, Kleberg
<b>Lubbock, City of, Community Development Department</b>	P.O. Box 2000 Lubbock, Texas 79457 Phone: (806) 775-2301 Fax: (806) 775-3917	Mr. Bill Howerton Jr. Director  <a href="mailto:bhowerton@mylubbock.us">mailto:bhowerton@mylubbock.us</a>	Joe Rangel 806-775-2309  <a href="mailto:jrangel@mail.ci.lubbock.tx.us">mailto:jrangel@mail.ci.lubbock.tx.us</a>	Lubbock

<i>CEAP Subrecipient</i>	<i>Agency Address</i>	<i>Chief Executive</i>	<i>Contact Person</i>	<i>Counties Served</i>
<b>Montgomery County Emergency Assistance, Inc.</b>	1022 McCall Street Conroe, Texas 77301 Phone: (936) 539-9211 Fax: (936) 539-9239	Mr. David Hwa Executive Director <a href="mailto:dhwa@mcea-tx.org">mailto:dhwa@mcea-tx.org</a>	Mary Reed (936) 539-9211 <a href="mailto:mary@mcea-tx.org">mailto:mary@mcea-tx.org</a>	Montgomery
<b>Northeast Texas Opportunities, Inc.</b>	P.O. Box 478 Mount Vernon, Texas 75457 Phone: (903) 537-2256 Fax: (903) 537-2187	Ms. Beverly Logan Executive Director <a href="mailto:netobev@mt-vernon.com">mailto:netobev@mt-vernon.com</a>	Brenda Fountain (903) 537-2256 <a href="mailto:neto@mt-vernon.com">mailto:neto@mt-vernon.com</a>	Delta, Franklin, Hopkins, Lamar, Rains, Red River, Titus
<b>Nueces County Community Action Agency</b>	101 South Padre Island Drive Corpus Christi, Texas 78405 Phone: (361) 883-7201 Fax: (361) 883-9173	Mr. Joe A. Martinez Executive Director <a href="mailto:jam@nccaatx.org">mailto:jam@nccaatx.org</a>	Dorothy Wade (361) 883-7201 xx12 <a href="mailto:dwade@nccaatx.org?subject=CEAP">mailto:dwade@nccaatx.org?subject=CEAP</a>	Nueces
<b>Panhandle Community Services</b>	P.O. Box 32150 1309 West 8th, Plaza C Amarillo, Texas 79120-2150 Phone: (806) 372-2531 Fax: (806) 373-8143	Ms. Phyllis Cook Executive Director <a href="mailto:Phyllis.cook@pcsvcs.org">mailto:Phyllis.cook@pcsvcs.org</a>	Angie Ascencio Ext 225 <a href="mailto:angie.ascencio@pcsvcs.org">mailto:angie.ascencio@pcsvcs.org</a>	Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Wheeler
<b>Pecos County Community Action Agency</b>	P.O. Box 940 600 South Young Fort Stockton, Texas 79735 Phone: (432) 336-2669 Fax: (432) 336-0762	Ms. Rosela Johnson Interim Executive Director <a href="mailto:rjohnson_dir@sbcglobal.net">mailto:rjohnson_dir@sbcglobal.net</a>	<a href="mailto:rjohnson_dir@sbcglobal.net">mailto:rjohnson_dir@sbcglobal.net</a>	Crane, Pecos, Terrell
<b>Programs for Human Services, Inc.</b>	P.O. Box 1607 3423 Martin St (zip 77630) Orange, Texas 77631-1607 Phone: (409) 886-0125 Fax: (409) 886-2849	Ms. Tish Foyle-Johnson Executive Director <a href="mailto:aptachqs@gtbizclass.com">mailto:aptachqs@gtbizclass.com</a>	Connie Gray (409) 886-4338 <a href="mailto:cgray@gtbizclass.com">mailto:cgray@gtbizclass.com</a>	Chambers, Hardin, Jefferson, Liberty, Orange
<b>Rolling Plains Management Corporation</b>	P.O. Box 490 118 N 1st St Crowell, Texas 79227 Phone: (940) 684-1571 Fax: (940) 684-1693	Mr. Felix Taylor Executive Director <a href="mailto:felixtaylor@rollingplainsmgmt.com">mailto:felixtaylor@rollingplainsmgmt.com</a>	Marsha Anderson (940) 723-2261 <a href="mailto:marshaanderson@rollingplainsmgmt.com">mailto:marshaanderson@rollingplainsmgmt.com</a>	Archer, Baylor, Clay, Cottle, Foard, Hardeman, Jack, Montague, Wichita, Wilbarger, Young, Shackelford, Stephens, Taylor

<i>CEAP Subrecipient</i>	<i>Agency Address</i>	<i>Chief Executive</i>	<i>Contact Person</i>	<i>Counties Served</i>
<b>Senior Citizens Services of Texarkana, Inc.</b>	P.O. Box 619  Texarkana, Texas 75504 Phone: (903) 831-7696 Fax: (903) 831-7869	Ms. Eden Leach Executive Director  <a href="mailto:edleach@seniorservicesof.com">mailto:edleach@seniorservicesof.com</a>	Diane Morgan (903) 831-7696  <a href="mailto:dmorgan01@cableone.net">mailto:dmorgan01@cableone.net</a>	Bowie
<b>Sheltering Arms Senior Services, Inc.</b>	3838 Aberdeen Way  Houston, Texas 77025 Phone: (713) 956-1888 Fax: (713) 956-2079	Ms. Lynne Cook Interim President  <a href="mailto:lcook@shelteringarms.org">mailto:lcook@shelteringarms.org</a>	Shauna Thomas (713) 956-7456 or (713) 812-8037 (Spanish)  <a href="mailto:sthomas@shelteringarms.org?subject=CEAP">mailto:sthomas@shelteringarms.org?subject=CEAP</a>	Harris
<b>South Plains Community Action Association, Inc.</b>	P.O. Box 610 411 Austin Levelland, Texas 79336 Phone: (806) 894-6104 Fax: (806) 894-5349	Mr. W. D. Powell, Jr. Executive Director  <a href="mailto:community.services@spcaa.org">mailto:community.services@spcaa.org</a>	Mary Martinez (806) 894-4560  <a href="mailto:mary.martinez@spcaa.org">mailto:mary.martinez@spcaa.org</a>	Bailey, Cochran, Crosby, Dickens, Floyd, Garza, Hale, Hockley, King, Lamb, Lynn, Motley, Terry, Yoakum
<b>South Texas Development Council</b>	P.O. Box 2187  Laredo, Texas 78043-2187 Phone: (956) 722-3995 Fax: (956) 722-2670	Mr. Amando Garza, Jr. Executive Director  <a href="mailto:agarzajr@stdc.cog.tx.us">mailto:agarzajr@stdc.cog.tx.us</a>	Juan E. Rodriguez (956) 722-3995 ext. 18  <a href="mailto:jerodriguez@stdc.cog.tx.us">mailto:jerodriguez@stdc.cog.tx.us</a>	Jim Hogg, Starr, Zapata
<b>Texas Neighborhood Services</b>	1802 Martin Dr. 522 Palo Pinto St. Weatherford, Texas 76086 Phone: (817) 598-5700 Fax: (817) 594-9840	Mr. Bradley Manning Executive Director  <a href="mailto:bmanning@txns.org">mailto:bmanning@txns.org</a>	Sunny Erwin (817) 598-4650  <a href="mailto:liz.erwin@txns.org">mailto:liz.erwin@txns.org</a>	Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Wise
<b>Texoma Council of Governments</b>	1117 Gallagher Drive, Suite 100  Sherman, Texas 75090 Phone: (903) 813-3510 Fax: (903) 813-3511	Dr. Susan Thomas Executive Director  <a href="mailto:sthomas@texoma.cog.tx.us">mailto:sthomas@texoma.cog.tx.us</a>	Brenda Smith (903) 813-3516  <a href="mailto:bsmith@texoma.cog.tx.us">mailto:bsmith@texoma.cog.tx.us</a>	Cooke, Fannin, Grayson
<b>Travis County Health and Human Services and Veterans Services</b>	P.O. Box 1748  Austin, Texas 78767 Phone: (512) 854-4100 Fax: (512) 854-4123	Ms. Sherri Fleming Executive Manager  <a href="mailto:sherri.fleming@co.travis.tx.us">mailto:sherri.fleming@co.travis.tx.us</a>	Lisa Sindermann (512) 854-4594  <a href="mailto:lisa.sindermann@co.travis.tx.us">mailto:lisa.sindermann@co.travis.tx.us</a>	Travis

<i><b>CEAP Subrecipient</b></i>	<i><b>Agency Address</b></i>	<i><b>Chief Executive</b></i>	<i><b>Contact Person</b></i>	<i><b>Counties Served</b></i>
<b>Tri-County Community Action, Inc.</b>	P.O. Drawer 1748 214 Nacogdoches Street Center, Texas 75935 Phone: (936) 598-6315 Fax: (936) 598-7272	Ms. Lenola Wyatt-Tutt Executive Director  <a href="mailto:lenolatutt@sbcglobal.net">mailto:lenolatutt@sbcglobal.net</a>	Janette Williams (936) 598-6315  <a href="mailto:jwilliams@tricitycommunityaction.org">mailto:jwilliams@tricitycommunityaction.org</a>	Harrison, Jasper, Newton, Panola, Sabine, San Augustine, Shelby, Tyler, Upshur
<b>Webb County Community Action Agency</b>	1110 Washington St, Suite 203  Laredo, Texas 78040-4443 Phone: (956) 523-4182 Fax: (956) 523-5016	Mr. Juan Vargas Executive Director	Elizabeth Hinojosa (956) 523-4560  <a href="mailto:ehinojosa@webbcountytx.gov">mailto:ehinojosa@webbcountytx.gov</a>	Webb
<b>West Texas Opportunities, Inc.</b>	P.O. Box 1308 603 North 4th Lamesa, Texas 79331 Phone: (806) 872-8354 Fax: (806) 872-5816	Ms. Jenny Gibson Executive Director	Brian Rodriguez (806) 872-8354  <a href="mailto:brodriguezwt@nctv.com">brodriguezwt@nctv.com</a>	Andrews, Borden, Dawson, Ector, Loving, Reeves, Ward, Winkler, Fisher, Gaines, Glasscock, Howard, Loving, Martin, Midland, Mitchell, Nolan, Reeves, Scurry, Upton, Ward, Winkler
<b>Williamson-Burnet County Opportunities, Inc.</b>	604 High Tech DR  Georgetown, Texas 78626 Phone: (512) 763-1400 Fax: (512) 763-1411	Mr. Andrew Shell Executive Director  <a href="mailto:ashell@wbco.net">mailto:ashell@wbco.net</a>	Estella Rodriguez (512) 763-1400  <a href="mailto:erodriguez@wbco.net">mailto:erodriguez@wbco.net</a>	Burnet, Williamson

# PY2011 Weatherization Assistance Program

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
 POST OFFICE BOX 13941, AUSTIN, TX 78711-3941  
 Energy Assistance 512-475-3951

<i><b>WAP Subrecipient</b></i>	<i><b>Agency Address</b></i>	<i><b>Chief Executive</b></i>	<i><b>WAP Contact Person</b></i>	<i><b>Counties Served</b></i>
Alamo Area Council of Governments	8700 Tesoro Dr., Ste. 700  San Antonio, Texas 78217 Phone: (210) 362-5200 Fax: (210) 225-5937	Mr. Dean Danos  Acting Executive Director <a href="mailto:ddanos@aacog.com">mailto:ddanos@aacog.com</a>	René Chadick  (210) 362-5211 <a href="mailto:rhadick@aacog.com">mailto:rhadick@aacog.com</a>	Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, Wilson
Big Bend Community Action Committee, Inc.	P.O. Box 265 200 West San Antonio Street Marfa, Texas 79843 Phone: (432) 729-4908 Fax: (432) 729-3435	Ms. Emma Vasquez  Executive Director <a href="mailto:evbbcac@sbcglobal.net">mailto:evbbcac@sbcglobal.net</a>	Ricardo Campos  (432) 729-4876 <a href="mailto:rbbcac@sbcglobal.net">mailto:rbbcac@sbcglobal.net</a>	Brewster, Crane, Culberson, Hudspeth, Jeff Davis, Pecos, Presidio, Terrell
Brazos Valley Community Action Agency, Inc.	1500 University Dr E, Ste 100  College Station, Texas 77840 Phone: (979) 846-1100 Fax: (979) 260-9390	Ms. Karen Garber  Executive Director <a href="mailto:kgarber@bvcaa.org">mailto:kgarber@bvcaa.org</a>	Rebecca Fortin  (979) 595-2910 <a href="mailto:rfortin@bvcaa.org">mailto:rfortin@bvcaa.org</a>	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Waller, Washington
Cameron and Willacy Counties Community Projects, Inc.	3302 Boca Chica, Suite 209  Brownsville, Texas 78521-5705 Phone: (956) 544-6411 Fax: (956) 544-6414	Ms. Amalia C. Garza  Executive Director <a href="mailto:amalia_cgaza@yahoo.com">mailto:amalia_cgaza@yahoo.com</a>	Noë Hernandez  (956) 421-2216 <a href="mailto:cwccpwap@ies.net">mailto:cwccpwap@ies.net</a>	Cameron, Willacy
Combined Community Action, Inc.	165 W. Austin Street  Giddings, Texas 78942 Phone: (979) 540-2980 Fax: (979) 542-9565	Ms. Rhoda Marie Gersch  Executive Director <a href="mailto:rmgersch@ccaction.com">mailto:rmgersch@ccaction.com</a>	Kelly Franke  (979) 540-2985 <a href="mailto:weatherization@ccaction.com">mailto:weatherization@ccaction.com</a>	Austin, Bastrop, Blanco, Caldwell, Colorado, Fayette, Fort Bend, Hays, Lee
Community Action Committee of Victoria Texas	P.O. Box 3607 4007 Halsey Street Victoria, Texas 77903-3607 Phone: (361) 578-2989 Fax: (361) 578-0062	Ms. Vicki Smith  Executive Director <a href="mailto:cacv@sbcglobal.net">mailto:cacv@sbcglobal.net</a>	Patricia Kremling  <a href="mailto:patkremling@cacv.us">mailto:patkremling@cacv.us</a>	Aransas, Bee, Brazoria, Calhoun, De Witt, Goliad, Gonzales, Jackson, Lavaca, Live Oak, Matagorda, McMullen, Refugio, Victoria, Wharton
Community Action Corporation of South Texas	204 E. 1st Street PO Drawer 1820, 78333 Alice, Texas 78333-1820 Phone: (361) 664-0145 Fax: (361) 664-0120	Mr. Rafael Treviño, Jr.  Executive Director <a href="mailto:rafael.trevino@cacost.org">mailto:rafael.trevino@cacost.org</a>	Jorge Zamora  (361) 661-1300 <a href="mailto:ja_1455@hotmail.com">mailto:ja_1455@hotmail.com</a>	Brooks, Duval, Hidalgo, Jim Hogg, Jim Wells, Kenedy, Kleberg, San Patricio, Starr, Webb, Zapata

<i><b>WAP Subrecipient</b></i>	<i><b>Agency Address</b></i>	<i><b>Chief Executive</b></i>	<i><b>WAP Contact Person</b></i>	<i><b>Counties Served</b></i>
Community Services Agency of South Texas	P.O. Box 488 910 S. 5th Street Carrizo Springs, Texas 78834-6488 Phone: (830) 876-5219 Fax: (830) 876-5280	Mr. David Ojeda, Jr.  Executive Director <a href="mailto:csadojeda@sbcglobal.net">mailto:csadojeda@sbcglobal.net</a>	Ernest White  (830) 876-0272 <a href="mailto:ewhite@csaofsti.com">mailto:ewhite@csaofsti.com</a>	Dimmit, Edwards, Kinney, La Salle, Maverick, Real, Uvalde, Val Verde, Zavala
Community Services, Inc.	P.O. Box 612 401 East 6th Ave. Corsicana, Texas 75151-0612 Phone: (903) 872-2401 Fax: (903) 872-0254	Ms. Pauletta Hines  Executive Director <a href="mailto:Pauletta_hines@csicorsicana.org">mailto:Pauletta_hines@csicorsicana.org</a>	Tim Boyd  (903) 872-2401 <a href="mailto:cw01@csicorsicana.org">mailto:cw01@csicorsicana.org</a>	Anderson, Collin, Denton, Ellis, Henderson, Hood, Hunt, Kaufman, Johnson, Navarro, Palo Pinto, Parker, Rockwall, Smith, Van Zandt
Concho Valley Community Action Agency	P.O. Box 671 36 E. Twohig, Suite B-200 San Angelo, Texas 76903 Phone: (325) 653-2411 Fax: (325) 658-3147	Mr. Mark Bethune  Executive Director <a href="mailto:mbethune@cvcaa.org">mailto:mbethune@cvcaa.org</a>	Janet Appleton  (325) 653-1680 <a href="mailto:jappleton@cvcaa.org">mailto:jappleton@cvcaa.org</a>	Coke, Coleman, Concho, Crockett, Irion, Kimble, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton, Tom Green
Dallas County Department of Health and Human Services	2377 N. Stemmons Fwy, Suite 600, L  Dallas, Texas 75207-2710 Phone: (214) 819-1915 Fax: (214) 819-2895	Mr. Zachary Thompson  Director <a href="mailto:ZThompson@dallascounty.org">mailto:ZThompson@dallascounty.org</a>	Daniel Araiza  (214) 819-2884 <a href="mailto:daraiza@dallascounty.org">mailto:daraiza@dallascounty.org</a>	Dallas
Economic Opportunities Advancement Corporation of Planning Region XI	500 Franklin Avenue  Waco, Texas 76701-2111 Phone: (254) 753-0331 Fax: (254) 754-0046	Ms. Johnette Hicks  Executive Director <a href="mailto:jhicks@centexbiz.rr.com">mailto:jhicks@centexbiz.rr.com</a>	Bobby Deike  ext. 203 <a href="mailto:bdeike@hot.rr.com">mailto:bdeike@hot.rr.com</a>	Bosque, Falls, Freestone, Hill, Limestone, McLennan
El Paso Community Action Program, Project BRAVO, Inc.	P.O. Box 3445  El Paso, Texas 79923 Phone: (915) 562-4100 Fax: (915) 562-8952	Ms. Laura Ponce  Executive Director <a href="mailto:lponce@projectbravo.org">mailto:lponce@projectbravo.org</a>	Mike Martinez  (915) 562-4100 <a href="mailto:mmartinez@projectbravo.org">mailto:mmartinez@projectbravo.org</a>	El Paso
Fort Worth, City of, Department of Housing & Economic Development	809 Monroe St. Suite 500  Fort Worth, Texas 76102 Phone: (817) 392-7540 Fax: (817) 392-7328	Mr. Jay Chapa  Executive Director <a href="mailto:jesus.chapa@fortworthgov.org">mailto:jesus.chapa@fortworthgov.org</a>	Joe Cordova  (817) 392-7548 <a href="mailto:joe.cordova@fortworthgov.org">mailto:joe.cordova@fortworthgov.org</a>	Tarrant

<i><b>WAP Subrecipient</b></i>	<i><b>Agency Address</b></i>	<i><b>Chief Executive</b></i>	<i><b>WAP Contact Person</b></i>	<i><b>Counties Served</b></i>
Greater East Texas Community Action Program (GETCAP)	P.O. Box 631938 114 W. Hospital Nacogdoches, Texas 75963 Phone: (936) 564-2491 Fax: (936) 564-0302	Ms. Karen Swenson  Executive Director <a href="mailto:kswenson@sbcglobal.net">mailto:kswenson@sbcglobal.net</a>	Kelsey Roberts  (936) 564-2491 <a href="mailto:kr Roberts@get-cap.org">mailto:kr Roberts@get-cap.org</a>	Angelina, Cherokee, Gregg, Houston, Nacogdoches, Polk, Rusk, San Jacinto, Trinity, Wood
Hill Country Community Action Association, Inc.	P.O. Box 846 2905 West Wallace San Saba, Texas 76877 Phone: (325) 372-5167 Fax: (325) 372-3526	Ms. Tama Shaw  Executive Director <a href="mailto:tshaw@hccaa.com">mailto:tshaw@hccaa.com</a>	Patti Owen  Ext 282, 292 <a href="mailto:powen@hccaa.com">mailto:powen@hccaa.com</a>	Bell, Burnet, Coryell, Erath, Hamilton, Lampasas, Llano, Mason, Milam, Mills, San Saba, Somervell, Williamson
Nueces County Community Action Agency	101 South Padre Island Drive  Corpus Christi, Texas 78405 Phone: (361) 883-7201 Fax: (361) 883-9173	Mr. Joe A. Martinez  Executive Director <a href="mailto:jam@nccaatx.org">mailto:jam@nccaatx.org</a>	Alma Barrera  361-654-7942 <a href="mailto:abarrera@nccaatx.org">mailto:abarrera@nccaatx.org</a>	Nueces
Panhandle Community Services	P.O. Box 32150 1309 West 8th, Plaza C Amarillo, Texas 79120-2150 Phone: (806) 372-2531 Fax: (806) 373-8143	Ms. Phyllis Cook  Executive Director <a href="mailto:Phyllis.cook@pcsvcs.org">mailto:Phyllis.cook@pcsvcs.org</a>	Ken Rusler  Ext 220 <a href="mailto:ken.rusler@pcsvcs.org">mailto:ken.rusler@pcsvcs.org</a>	Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Wheeler
Programs for Human Services, Inc.	P.O. Box 1607 3423 Martin St (zip 77630) Orange, Texas 77631-1607 Phone: (409) 886-0125 Fax: (409) 886-2849	Ms. Tish Foyle-Johnson  Executive Director <a href="mailto:aptachqs@gtbizclass.com">mailto:aptachqs@gtbizclass.com</a>	Connie Gray  (409) 886-4338 <a href="mailto:cgray@gtbizclass.com">mailto:cgray@gtbizclass.com</a>	Chambers, Galveston, Hardin, Jefferson, Liberty, Orange
Rolling Plains Management Corporation	P.O. Box 490 118 N 1st St Crowell, Texas 79227 Phone: (940) 684-1571 Fax: (940) 684-1693	Mr. Felix Taylor  Executive Director <a href="mailto:felixtaylor@rollingplainsmgmt.com">mailto:felixtaylor@rollingplainsmgmt.com</a>	Mark Halsell  (940) 655-3553 <a href="mailto:markhalsell@yahoo.com">mailto:markhalsell@yahoo.com</a>	Archer, Baylor, Brown, Callahan, Clay, Comanche, Cottle, Eastland, Foard, Hardeman, Haskell, Jack, Jones, Kent, Knox, Montague, Shackelford, Stephens, Stonewall, Taylor, Throckmorton, Wichita, Wilbarger, Wise, Young
Sheltering Arms Senior Services, Inc.	3838 Aberdeen Way  Houston, Texas 77025 Phone: (713) 956-1888 Fax: (713) 956-2079	Ms. Lynne Cook  Interim President <a href="mailto:lcook@shelteringarms.org">mailto:lcook@shelteringarms.org</a>	Barbara Schetter  (713) 956-1888 <a href="mailto:bschetter@shelteringarms.org">bschetter@shelteringarms.org</a>	Harris

<i><b>WAP Subrecipient</b></i>	<i><b>Agency Address</b></i>	<i><b>Chief Executive</b></i>	<i><b>WAP Contact Person</b></i>	<i><b>Counties Served</b></i>
South Plains Community Action Association, Inc.	P.O. Box 610 411 Austin Levelland, Texas 79336 Phone: (806) 894-6104 Fax: (806) 894-5349	Mr. W. D. Powell, Jr.  Executive Director <a href="mailto:community.services@spcaa.org">mailto:community.services@spcaa.org</a>	Henry Tarrango  (806) 894-5153 ext 217 <a href="mailto:henrytarango.commserv@nts-online.net">mailto:henrytarango.commserv@nts-online.net</a>	Bailey, Cochran, Crosby, Dickens, Floyd, Garza, Hale, Hockley, King, Lamb, Lubbock, Lynn, Motley, Terry, Yoakum
Texoma Council of Governments	1117 Gallagher Drive, Suite 100  Sherman, Texas 75090 Phone: (903) 813-3510 Fax: (903) 813-3511	Dr. Susan Thomas  Executive Director <a href="mailto:sthasom@texoma.cog.tx.us">mailto:sthasom@texoma.cog.tx.us</a>	Mark Bullard  (903) 813-3526 <a href="mailto:mbullard@texoma.cog.tx.us">mailto:mbullard@texoma.cog.tx.us</a>	Bowie, Camp, Cass, Cooke, Delta, Fannin, Franklin, Grayson, Hopkins, Lamar, Marion, Morris, Rains, Red River, Titus
Travis County Health and Human Services and Veterans Services	P.O. Box 1748  Austin, Texas 78767 Phone: (512) 854-4100 Fax: (512) 854-4123	Ms. Sherri Fleming  Executive Manager <a href="mailto:sherri.fleming@co.travis.tx.us">mailto:sherri.fleming@co.travis.tx.us</a>	Lance Pearson  (512) 854-7260 <a href="mailto:lance.pearson@co.travis.tx.us">mailto:lance.pearson@co.travis.tx.us</a>	Travis
Tri-County Community Action, Inc.	P.O. Drawer 1748 214 Nacogdoches Street Center, Texas 75935 Phone: (936) 598-6315 Fax: (936) 598-7272	Ms. Lenola Wyatt-Tutt  Executive Director <a href="mailto:lenolatutt@sbcglobal.net">mailto:lenolatutt@sbcglobal.net</a>	Jean French  (936) 657-4770 <a href="mailto:jeanfrench02@yahoo.com">mailto:jeanfrench02@yahoo.com</a>	Harrison, Jasper, Newton, Panola, Sabine, San Augustine, Shelby, Tyler, Upshur
West Texas Opportunities, Inc.	P.O. Box 1308 603 North 4th Lamesa, Texas 79331 Phone: (806) 872-8354 Fax: (806) 872-5816	Ms. Jenny Gibson  Executive Director	Kent Bartlett  (806) 872-8354	Andrews, Borden, Dawson, Ector, Fisher, Gaines, Glasscock, Howard, Loving, Martin, Midland, Mitchell, Nolan, Reeves, Scurry, Upton, Ward, Winkler



CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

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

Signature

[Handwritten signature]

Title

ACTING DIRECTOR

Organization

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS



## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may

terminate this transaction for cause or default.

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#### Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

##### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions**

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

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

U.S. Department of Health &amp; Human Services

## Administration for Children Families

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U.S. Department of Health and Human Services

## Administration for Children Families

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

## Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

*Controlled substance* means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

*Conviction* means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

*Criminal drug statute* means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

*Employee* means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of

work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

#### Certification Regarding Drug-Free Workplace Requirements

##### Alternate I. (Grantees Other Than Individuals)

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about --
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
- (B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

##### Alternate II. (Grantees Who Are Individuals)

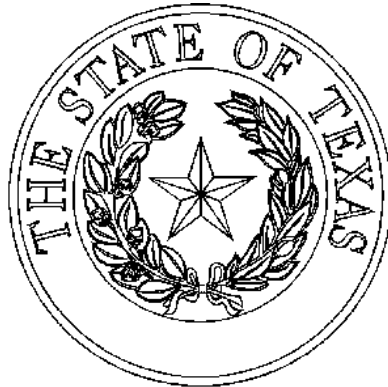
- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

[55 FR 21690, 21702, May 25, 1990]

*(Funding allocation based on DOE's Weatherization Program Notice #11-1)*

# **2011 DOE WAP STATE PLAN**

**TEXAS DEPARTMENT OF HOUSING  
AND COMMUNITY AFFAIRS**



**PY 2011 STATE PLAN & APPLICATION  
FOR  
WEATHERIZATION ASSISTANCE PROGRAM  
FOR LOW-INCOME PERSONS**

**April 2011**

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**ANNUAL FILE**

**Grant Application for Federal Assistance Standard Form 424**

**Application for Federal Assistance SF-424**

Version 02

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		*2. Type of Application * If Revision, select appropriate letter(s) <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* Other (Specify) _____	
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	----------------------------	--

3. Date Received: TBD	4. Applicant Identifier: R830010
--------------------------	----------------------------------

5a. Federal Entity Identifier:	*5b. Federal Award Identifier: DE-EE0000190
--------------------------------	---------------------------------------------

**State Use Only:**

6. Date Received by State: 04/01/2011	7. State Application Identifier: TX-W-200
---------------------------------------	-------------------------------------------

**8. APPLICANT INFORMATION:**

\*a. Legal Name: State of Texas

*b. Employer/Taxpayer Identification Number (EIN/TIN): 742610542	*c. Organizational DUNS: 806781902
---------------------------------------------------------------------	---------------------------------------

**d. Address:**

\*Street 1: P.O. Box 13941  
 Street 2: \_\_\_\_\_  
 \*City: Austin  
 County: Travis  
 \*State: Texas  
 Province: \_\_\_\_\_  
 \*Country: U.S.A.  
 \*Zip / Postal Code: 78711-3941

**e. Organizational Unit:**

Department Name: Texas Department of Housing and Community Affairs	Division Name: Energy Assistance, Community Affairs Division
-----------------------------------------------------------------------	-----------------------------------------------------------------

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: \_\_\_\_\_ \*First Name: Michael  
 Middle Name: \_\_\_\_\_  
 \*Last Name: De Young  
 Suffix: \_\_\_\_\_

Title: Community Affairs Division Director

Organizational Affiliation:

\*Telephone Number: (512) 475-2125 Fax Number: (512) 475-3935

\*Email: michael.deyoung@tdhca.state.tx.us

**Application for Federal Assistance SF-424**

Version 02

**\*9. Type of Applicant 1: Select Applicant Type:**

A.State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10 Name of Federal Agency:**

**U.S. Department of Energy**

**11. Catalog of Federal Domestic Assistance Number:**

81.042

CFDA Title: Weatherization Assistance For Low Income Persons

**\*12 Funding Opportunity Number:**

DE-FOA-0000446

\*Title: PY 2011 Weatherizaion Formula Grants

**13. Competition Identification Number:**

\_\_\_\_\_

Title: \_\_\_\_\_

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**Statewide**

**\*15. Descriptive Title of Applicant's Project:**

Statewide Weatherization Assistance Program

<b>Application for Federal Assistance SF-424</b>		Version 02
<b>16. Congressional Districts Of:</b>		
*a. Applicant: 10		*b. Program/Project: Statewide
<b>17. Proposed Project:</b>		
*a. Start Date: 04/01/2011		*b. End Date: 03/31/2012
<b>18. Estimated Funding (\$):</b>		
*a. Federal	\$4,294,261	
*b. Applicant		
*c. State		
*d. Local		
*e. Other		
*f. Program Income		
*g. TOTAL	\$4,294,261	
<b>*19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>		
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____ <input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input type="checkbox"/> c. Program is not covered by E. O. 12372		
<b>*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)</b>		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)  <input checked="" type="checkbox"/> ** I AGREE  ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions		
<b>Authorized Representative:</b>		
Prefix: <u>Mr.</u> *First Name: <u>Michael</u>		
Middle Name: _____		
*Last Name: <u>Gerber</u>		
Suffix: _____		
*Title: Executive Director		
*Telephone Number: (512) 475-3930		Fax Number: (512) 475-9606
* Email: michael.gerber@tdhca.state.tx.us		
*Signature of Authorized Representative:		*Date Signed:

**Application for Federal Assistance SF-424**

Version 02

**\*Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

## **Section 2: Budget**

## Budget Information – Non Construction Programs

OMB Approval No.0348-0044

## Section A – Budget Summary

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds: Federal (c)	Estimated Unobligated Funds: Non-Federal (d)	Estimated Unobligated Funds: Federal (e)	Estimated Unobligated Funds: Non-federal (f)	Total (g)
1. DOE	81.042			\$4,294,261		\$4,294,261
2. Carryover		\$4,000,000				\$4,000,000
3.						
4.						
5. Totals		\$4,000,000		\$4,294,261		\$8,294,261

## Section B – Budget Categories

6. Object Class Categories	Grant Program, Function or Activity (1) Grantee	Grant Program, Function or Activity (2) Subgrantee	Grant Program, Function or Activity (3) Grantee T&TA	Grant Program, Function or Activity (4) Subgrantee	Total All Budget (5)
a. Personnel	\$105,600		\$189,350		\$294,950
b. Fringe Benefits	\$29,240		\$52,753		\$82,173
c. Travel	\$25,234		\$24,864		\$50,098
d. Equipment	0		0		0
e. Supplies	0		0		0
f. Contractual	0	\$616,086	0	\$46,500	\$7,714,293
g. Construction	0		0		0
h. Other	\$8,797		\$16,414		\$25,211
i. Total Direct Charges (sum of 6a-6h)	\$169,051	\$616,086	\$283,381	\$46,500	\$8,166,725
j. Indirect Charges	\$45,661		\$81,875		\$127,536
k. Totals (sum of 6i and 6j)	\$214,712	\$616,086	\$365,256	\$46,500	\$8,294,261
7. Program Income					

### Budget Information – Non Construction Programs

OMB Approval No.0348-0044

**Section A – Budget Summary**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds: Federal (c)	Estimated Unobligated Funds: Non-Federal (d)	Estimated Unobligated Funds: Federal (e)	Estimated Unobligated Funds: Non-federal (f)	Total (g)
1.						
2.						
3.						
4.						
5. <b>Totals</b>						

**Section B – Budget Categories**

6. Object Class Categories	Grant Program, Function or Activity (1) Program	Grant Program, Function or Activity (2) Health and	Grant Program, Function or Activity (3) Financial Audits	Grant Program, Function or Activity (4) Liability	Total All Budget (5)
a. Personnel					\$294,950
b. Fringe Benefits					\$82,173
c. Travel					\$50,098
d. Equipment					0
e. Supplies					0
f. Contractual	\$5,463,485	\$1,365,874	\$24,800	\$197,548	\$7,714,293
g. Construction					0
h. Other					\$25,211
i. Total Direct Charges (sum of 6a-6h)	\$5,463,485	\$1,365,874	\$24,800	\$197,548	\$8,166,725
j. Indirect Charges					\$127,536
k. <b>Totals</b> (sum of 6i and 6j)	\$5,463,485	\$1,365,874	\$24,800	\$197,548	\$8,294,261
7. Program Income					

GO-PF20a  
(10/01)

**U.S. DEPARTMENT OF ENERGY  
GOLDEN FIELD OFFICE**



**BUDGET EXPLANATION FOR FORMULA GRANTS**

Provide detailed information to support each Cost Category using this form. Cost breakdown estimates may be entered on this form or attach a breakdown of costs using your own format as Attachment A.

1. **PERSONNEL** – Prime Applicant only (all other participant costs must be listed on 6. below and form DOE F 4600.4, Section B. Line 6.f. Contracts and Sub Grants.

2. Identify, by title, each position to be supported under the proposed award.

a. Briefly specify the duties of professionals to be compensated under this project.

Administration Funds \$105,600  
 Training and Technical Assistance Funds \$189,350  
 Total Personnel Budget \$294,950

Manager of Energy Assistance (EA)	<i>Overall program management and staff supervision.</i>
Project Manager of EA	<i>Program management and staff supervision of program officers</i>
Project Manage of EA	<i>Program management of trainers.</i>
Project Manager of EA	<i>Program management and staff supervision of fiscal, contract specialists, and planners.</i>
Senior Planner	<i>Develop State Plan/Applications and reporting.</i>
Program Officers (7)	<i>Programmatic monitoring of WAP subrecipients and technical assistance.</i>
Contract Specialist	<i>Process payment requests and develop contracts.</i>

3. **FRINGE BENEFITS** –

a. Are the fringe cost rates approved by a Federal Agency? If so, identify the agency and date of latest rate agreement or audit below, and include a copy of the rate agreement.

No

b. If an above does not apply, indicate the basis for computation of rates, including the types of benefits to be provided, the rate(s) used, and the cost base for each rate. You may provide the information below or provide the calculations as an attachment.

Fringe benefits rate = 27.86%

3. **TRAVEL** - Identify total Foreign and Domestic Travel as separate items.

a. Indicate the purpose(s) of proposed travel.

Foreign Travel \$-0-  
 Domestic Travel \$50,098

Monitoring

Number of trips: 31  
 Point of origin: Austin  
 Destination: All areas of the State  
 Purpose: Monitoring of WAP subrecipients and training and technical assistance as needed during visit

T&TA

Number of trips: 25  
 Point of origin: Austin  
 Destination: All areas of the State  
 Purpose: Training and technical assistance for WAP subrecipients

Grant Guidance

Number of trips: 2 staff  
 Point of origin: Austin  
 Destination: Denver, CO  
 Purpose: Grant Guidance Meeting

National Association of State Community Service Programs Conference

Number of trips: 2 staff  
 Point of origin: Austin  
 Destination: Out-of-State, Location T.B.D.  
 Purpose: Conference Training and Technical Assistance

b. Specify the basis for computation of travel expenses (e.g., current airline ticket quotes, past trips of a similar nature, federal government or organization travel policy, etc.).

Cost of transportation is based on historical data and the State of Texas contracted travel providers. Subsistence (hotel and per diem) is based on the State of Texas travel policy which allows for up to \$121 maximum for in-state travel (hotel: \$85, meals: \$36) and \$85 to \$259 maximum for out-of-State travel. Average transportation cost based on historical average \$330.

Monitoring

Transportation @ 330 X 31 = \$10,230  
 Subsistence @ 121 X 31 X 4 days = \$15,004

T&TA

Transportation @ 330 X 25 = \$8,250  
 Subsistence @ 121 X 25 X 4 days = \$12,100

Grant Guidance

Transportation @ \$533 X 2 = \$1,066  
 Subsistence @ 168 X 3 days = \$1,008

National Association for State Community Service Programs Conference

Transportation @ \$500 X 2 = \$1,000  
 Subsistence @ Meals \$60 x 4 days/Hotel \$160 x 3 nights = \$1,440

4. **EQUIPMENT** – as defined in 10 CFR 600.202. Definitions can be found at [http://www.access.gpo.gov/nara/cfr/waisidx\\_00/10cfr600\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/10cfr600_00.html).

- a. Provide the basis for the equipment cost estimates (e.g., vendor quotes, prior purchases of similar or like items, etc.).
- b. Briefly justify the need for items of equipment to be purchased.

**5. MATERIALS AND SUPPLIES – as defined in 10 CFR 600.202.** Definitions at [http://www.access.gpo.gov/nara/cfr/waisidx\\_00/10cfr600\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/10cfr600_00.html).

- a. Provide the basis for the materials and supplies cost estimates (e.g., vendor quotes, prior purchases of similar or like items, etc.).  
n/a

- b. Briefly justify the need for items of material to be purchased.

**6. CONTRACTS AND SUBGRANTS** – All other participant costs including subcontractor, sub-grants, and consultants.

Provide the information below for new proposed subrecipients and subcontractors. For ongoing subcontractors and subrecipients, if this information is provided elsewhere in the application, it does not have to be restated here, but please indicate the document and page numbers where it can be found. \* For example—Competitive, Historical, Quote, Catalog.

<u>Name of Proposed Subrecipient</u>	<u>Basis of Cost</u>	<u>Total Cost</u>
--------------------------------------	----------------------	-------------------

Weatherization Subrecipients

Weatherization Subrecipients are listed in Section 3 of this Plan. The Department anticipates the program subrecipients will purchase 10 vehicles during PY 2011. Figures for these are not included in the Plan and will be submitted to DOE as the Department receives the requests from the Subrecipients.

Subrecipient Travel Allowance Pool (Subrecipients are listed in Section 3 of this Plan.)

31 Subrecipients –Cluster Workshops: Cost for each is based on the number of staff attending, their location, and estimated travel expenditures according to the allowable Texas travel rates. \$46,500

**7. OTHER DIRECT COSTS** - Include all direct costs not included in above categories.

- a. Provide the basis for the cost estimates (e.g., vendor quotes, prior purchases of similar or like items, etc.).

Miscellaneous/Other Direct Costs (estimated based prior purchases and historical data): \$25,211

These costs include off-site training facility rental, membership dues, subscriptions/publications, maintenance/repair, and delivery services.

- b. Briefly justify the need for items to be purchased.

**OTHER DIRECT COSTS** - Includes all direct costs and miscellaneous items not included in the other budget categories.

Off-site training facility rental

Facility space to conduct cluster workshops and other trainings or conferences in subrecipient service areas or State sponsored workshops or conferences. \$3,000

Membership Dues

Costs for membership dues for TDHCA staff for technical and professional organizations \$5,533

Registration Fees

Costs for staff registration fees to participate in staff development and program related conferences, trainings, and workshops. \$12,380

Maintenance/Repair

Maintenance and repair costs include minor maintenance/repair of office space, such as broken door locks, overhead light fixture, minor plumbing repair, heating/air conditioning repair, cost of utilities, janitorial services, elevator service, necessary maintenance, and normal repairs and alterations necessary. \$580

Printing

Costs for printing training materials, field guides, and other necessary program documents \$3,718

**8. INDIRECT COSTS -**

- a. Are the indirect cost rates approved by a Federal Agency? If so, identify the agency and date of latest rate agreement or audit below, and include a copy of the rate agreement.

This is based on the new approved indirect cost rate. A copy of the letter will be sent to DOE to be added to our file. We calculated the indirect rate at 43.24% of Personnel for this plan. The US Department of Health and Human Services September 8, 2010 letter approved rate 43.24% is used to pay salaries and expenses of certain staff in our central support area such as Internal Audit, Human Resources, Information Systems, and Financial Administration.

\$127,536 – Indirect costs are calculated at 43.24% of Personnel.

- b. If an above does not apply, indicate the basis for computation of rates, including the types of benefits to be provided, the rate(s) used, and the cost base for each rate. You may provide the information below or provide the calculations as an attachment.

## Section 3: Subrecipients

	<b>Organization/ Counties</b>	<b>Address</b>	<b>Type</b>	<b>Funding</b>	<b>Units</b>	<b>District</b>
1.	<u>ALAMO AREA COUNCIL OF GOVERNMENTS</u> Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, Wilson	8700 Tesoro Dr., Ste 700 San Antonio, TX 78217 (210) 362-5245 (210) 225-5937 – FAX	COG	614,759	70	11, 20, 21, 23, 25, 28
2.	<u>BEE COMMUNITY ACTION AGENCY</u> Bee, Live Oak, McMullen, Refugio	PO Box 1540 Beeville, TX 78104-1540 (361) 358-5530 (361) 358-6591 – FAX	CAA	44,669	5	15, 25, 28
3.	<u>BIG BEND CAC</u> Brewster, Crane, Culberson, Hudspeth, Jeff Davis, Pecos, Presidio, Terrell	PO Box 265 Marfa, TX 79843 (432) 729-4908 (432) 729-3435 – FAX	CAA	97,480	10	11, 23
4.	<u>BRAZOS VALLEY CAA</u> Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Waller, Washington	1500 University Dr E, Suite 100 College Station, TX 77840 (979) 846-1100 (979) 260-9390 – FAX	CAA	252,334	27	06, 08, 10, 17, 31
5.	<u>CAMERON-WILLACY COUNTIES COMMUNITY PROJECTS</u> Cameron, Willacy	3302 Boca Chica, Suite #209 Brownsville, TX 78521-5705 (956) 544-6411 (956) 544-6414 – FAX	CAA	220,018	24	15, 27
6.	<u>COMBINED CAA, Inc.</u> Austin, Bastrop, Blanco, Caldwell, Colorado, Fayette, Fort Bend, Hays, Lee	165 W. Austin St. Giddings, TX 78942 (979) 540-2980 (979) 542-9565 – FAX	CAA	143,700	15	09, 10, 14, 15, 21, 22, 25, 28
7.	<u>CAC OF VICTORIA</u> Aransas, Brazoria, Calhoun, DeWitt, Goliad, Gonzales, Jackson, Lavaca, Matagorda, Victoria, Wharton	PO Box 3607 Victoria, TX 77903-3607 (361) 578-2989 (361) 578-0062 – FAX	CAA	199,286	21	14, 15, 22, 25
8.	<u>CA CORPORATION OF SOUTH TEXAS</u> Brooks, Duval, Hidalgo, Jim Wells, Kenedy, Kleberg, San Patricio	204 E. 1 <sup>st</sup> Street Alice, TX 78333-1820 (361) 664-0145 (361) 664-0120 – FAX	CAA	475,097	54	15, 25, 27
9.	<u>SOUTH TEXAS DEV. COUNCIL OF GOVERNMENT</u> Jim Hogg, Starr, Zapata	P.O. Box 2187 Laredo, TX 78044-2187 (956) 722-3995 (956) 722-2670 – FAX	COG	74,093	8	25, 28
10.	<u>CC REEVES COUNTY, INC.</u> Loving, Reeves, Ward, Winkler	700 Dagett St, Suite F Pecos, TX 79772-4524 (432) 447-4913 (432) 447-4914 – FAX	CAA	30,321	3	11, 23
11.	<u>CONCHO VALLEY CAA</u> Coke, Coleman, Concho, Crockett, Irion, Kimble, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton, Tom Green	PO Box 671 San Angelo, TX 76902 (325) 653-2411 (325) 658-3147 – FAX	CAA	150,445	16	11, 23
12.	<u>COMMUNITY SERVICES</u>	PO Box 488	CAA	153,221	16	23, 28

	<b>Organization/ Counties</b>	<b>Address</b>	<b>Type</b>	<b>Funding</b>	<b>Units</b>	<b>District</b>
	<u>AGENCY OF SOUTH TEXAS</u> Dimmit, Edwards, Kinney, LaSalle, Maverick, Real, Uvalde, Val Verde, Zavala	Carrizo Springs, TX 78834- 6488 (830) 876-5219 (830) 876-5280 – FAX				
13.	<u>COMMUNITY SERVICES, INC.</u> Anderson, Collin, Denton, Ellis, Henderson, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Smith, Van Zandt	PO Box 612 Corsicana, TX 75151-0612 (903) 872-2401 (903) 872-0254 – FAX	CAA	412,787	47	01, 03, 04, 05, 06, 12, 13, 17, 24, 26
14.	<u>DALLAS COUNTY HHS</u> Dallas	2377 N. Stemmons Fwy, Suite 600 Dallas, TX 75207-2710 (214) 819-1858 (214) 819-6022 – FAX	PPNP	570,297	65	03, 05, 24, 26, 30, 32
15.	<u>EOAC OF PLANNING REGION XI</u> Bosque, Falls, Freestone, Hill, Limestone, McLennan	500 Franklin Ave. Waco, TX 76701-2111 (254) 753-0331 (254) 754-0046 – FAX	CAA	158,138	17	06, 17, 31
16.	<u>EL PASO CAP – PROJECT BRAVO, INC.</u> El Paso	P.O. Box 3445 El Paso, TX 79923 (915) 562-4100 (915) 562-8952 – FAX	CAA	306,010	33	16, 23
17.	<u>CITY OF FORT WORTH, Dept of Housing</u> Tarrant	1000 Throckmorton Street Fort Worth, TX 76102 (817) 392-7540 (817) 392-7328 – FAX	PPNP	321,042	34	06, 12, 24, 26
18.	<u>GREATER EAST TEXAS COMMUNITY ACTION PROGRAM</u> Angelina, Cherokee, Gregg, Houston, Nacogdoches, Polk, Rusk, San Jacinto, Trinity, Wood	PO Drawer 631938 Nacogdoches, TX 75963 (936) 564-2491 (936) 564-0302 – FAX	CAA	245,370	26	01, 05, 06, 08
19.	<u>HILL COUNTRY CAA</u> Bell, Burnet, Coryell, Erath, Hamilton, Lampasas, Llano, Mason, Milam, Mills, San Saba, Somervell, Williamson	PO Box 846 San Saba, TX 76877 (325) 372-5167 (325) 372-3526 – FAX	CAA	185,090	20	11, 17, 31
20.	<u>LUBBOCK, CITY OF, COMMUNITY DEVELOPMENT DEPARTMENT</u> Lubbock	P.O. Box 2000 Lubbock, TX 79457 (806) 775-2301 (806) 775-3917 – FAX	PPNP	104,624	11	19
21.	<u>NUECES COUNTY CAA</u> Nueces	101 South Padre Island Dr. Corpus Christi, TX 78405 (361) 883-7201 (361) 883-9173 – FAX	CAA	131,229	14	27
22.	<u>PANHANDLE COMMUNITY SERVICES, INC.</u> Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley,	PO Box 32150 Amarillo, TX 79120-2150 (806) 372-2531 (806) 373-8143 – FAX	CAA	259,753	28	13, 19

	<b>Organization/ Counties</b>	<b>Address</b>	<b>Type</b>	<b>Funding</b>	<b>Units</b>	<b>District</b>
	Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Wheeler					
23.	<u>PROGRAMS FOR HUMAN SERVICES, Inc.</u> Chambers, Galveston, Hardin, Jefferson, Liberty, Orange	PO Box 1607 Orange, TX 77631-1607 (409) 886-0125 toll-free: 1(866) 550-0282 (409) 886-2849 – FAX	CAA	268,764	29	02, 08, 14, 22
24.	<u>ROLLING PLAINS MGMT. CORP.</u> Archer, Baylor, Brown, Callahan, Clay, Comanche, Cottle, Eastland, Foard, Hardeman, Haskell, Jack, Jones, Kent, Knox, Montague, Shackelford, Stephens, Stonewall, Taylor, Throckmorton, Wichita, Wilbarger, Wise, Young	PO Box 490 Crowell, TX 79227 (940) 684-1571 (940) 684-1693 – FAX	CAA	307,619	33	11, 12, 13, 19
25.	<u>SHELTERING ARMS, INC.</u> Harris	3838 Aberdeen Way Houston, TX 77025 (713) 956-1888 (713) 956-2079 – FAX	PPNP	948,398	108	02, 07, 09, 10, 18, 22, 29
26.	<u>SOUTH PLAINS CAA</u> Bailey, Cochran, Crosby, Dickens, Floyd, Garza, Hale, Hockley, King, Lamb, Lynn, Motley Terry, Yoakum	PO Box 610 Levelland, TX 79336 (806) 894-6104 (806) 894-5349 – FAX	CAA	142,719	15	13,19
27.	<u>TEXOMA COUNCIL of GOVERNMENT</u> Bowie, Camp, Cass, Cooke, Delta, Fannin, Franklin, Grayson, Hopkins, Lamar, Marion, Morris, Rains, Red River, Titus	1117 Gallagher DR, Ste. 300 Sherman, TX 75090 (903) 893-2161 (903) 813-3511 – FAX	COG	250,260	27	01, 04, 13, 26
28.	<u>TRAVIS COUNTY HEALTH &amp; HUMAN SERVICES DEPT.</u> Travis	PO Box 1748 Austin, TX 78767 (512) 854-4100 (512) 854-4123 – FAX	PPNP	193,148	21	10, 21, 25
29.	<u>TRI-COUNTY CAA</u> Harrison, Jasper, Newton, Panola, Sabine, San Augustine, Shelby, Tyler, Upshur	PO Drawer 1748 Center, TX 75935 (936) 598-6315 (936) 598-7272 – FAX	CAA	144,871	16	01, 08
30.	<u>WEBB COUNTY CAA</u> Webb	1110 Washington St, Ste 203 Laredo, TX 78040-4443 (956) 523-4182 (956) 523-5016 – FAX	CAA	99,571	11	23, 28
31.	<u>WEST TEXAS OPPORTUNITIES, INC.</u> Andrews, Borden, Dawson, Ector, Fisher, Gaines, Glasscock, Howard, Martin, Midland, Mitchell, Nolan, Scurry, Upton	PO Box 1308 Lamesa, TX 79331 (806) 872-8354 (806)872-5816 – FAX	CAA	209,180	22	11, 19

	Organization/ Counties	Address	Type	Funding	Units	District
	<b>TOTAL: 254 Counties</b>			7,714,293	846	

### Additional information regarding Section 3--Subrecipients:

*Note:* The Department allocates funds to subrecipients by formula based upon the DOE allocation for program year 2011. The allocation formulas reflect the 2000 Census data. If any carryover funds are available, they will be distributed by allocation formula and used to increase the number of units to be weatherized.

The adjusted average expenditure limit per unit for program year 2011 is \$6,572.

Texas limits reweatherization to 5% of all units weatherized if agencies need to exceed the 5% cap, the agency should send a written request for approval to the Department.

If the Department determines it is necessary to permanently reassign a service area to a new subrecipient, the subrecipient will be chosen in accordance with 10 CFR §440.15 and the Department's Texas Administrative Code.

The fund allocations for individual service areas are determined by a distribution formula with five (5) factors:

- (1) Number of non-elderly poverty households per county;
- (2) Number of elderly poverty households (65+) per county;
- (3) Median income variance per county;
- (4) Inverse poverty household density ratio per county; and
- (5) Heating/Cooling Degree days per county.

The Department may deobligate all or part of the funds provided under this contract, if subrecipient has not expended funds as specified in the contract of each subrecipient according to the expenditure rate and households served during the sixth month of the program year. Subrecipient's failure to expend the funds provided under this contract in a timely manner may also result in the subrecipient's ineligibility to receive additional funding during the program year.

Note: CFR: Code of Federal Regulation

**Section 4: WAP Production Schedule**

<b>Unit Type</b>	<b>Annual Total</b>
Weatherization Units (Total)	846
Reweatherization Units	

**Vehicles and Equipment \$5,000 or more Average Cost per Dwelling Unit (DOE Rules)**

- A. Total of Vehicles and Equipment Budget .....\$0
- B. Total Units to be Weatherized, from Production Schedule above ..... 846
- C. Units to be Reweatherized, from Production Schedule above .....0
- D. Total Units to be Weatherized, plus Planned Reweatherized  
 Units from Production Schedule above (B plus C) ..... 846
- E. Average Vehicles and Equipment Cost per Dwelling Unit (A divided by D) .....\$0

**Average Cost per Dwelling Unit (DOE Rules)**

- F. Total of Funds for Program Operations .....\$5,463,485
- G. Total Units to be Weatherized, plus Planned Reweatherized  
 Units from Production Schedule above (total from D above) ..... 846
- H. Average Cost per Dwelling Unit, less Vehicles and Equipment (F divided by G).....\$6,458
- I. Average Cost per Dwelling Unit for Vehicles and Equipment (total from E) .....\$0
- J. Total Average Cost per Dwelling Unit (H plus I) .....\$6,458

## Section 5: Energy Savings

DOE Program	Amount	Line
Total DOE State Weatherization Allocation	\$7,714,293	(a)
Total Cost associated with Administration, T&TA, Financial and Energy Audits or 15% of allocation.	\$2,250,807	(b)
Subtract the amount entered in line (b) from line (a), for a total Federal (DOE) funds available to weatherize homes	\$5,463,486	(c)
State Average Cost per Home or National WAP Program Year Average Cost per Home (i.e., PY 2008 \$2,966)	\$6,458	(d)
Divide the amount entered on line (c) by the amount entered on line (d), for Total Estimated Homes to be Weatherized	846 Homes	(e)
Multiply (e) by 30.5 MBTU for Total Annual Estimated Energy Savings resulting from DOE appropriated funds	25,803 MBTU	(f)

All Funding Sources	Amount	Line
Total funds (e.g., DOE WAP, State, Leveraged, LIHEAP, and other non-Federal sources of funds) used by State to weatherize homes	\$7,714,293	(g)
Total Cost associated with administration of Weatherization funds or 15% of total funds available to weatherize homes.	\$2,250,807	(h)
Subtract the amount entered in line (h) from line (g), for total funds available to weatherize homes	\$5,463,486	(i)
State Average Cost per Home or National WAP Program Year Average Cost per Home (i.e., PY 2008 \$2,966)	\$6,458	(j)
Divide the amount entered on line (i) by the amount entered on line (j), for Total Estimated Homes to be Weatherized	846 Homes	(k)
Multiply (k) by 30.5 MBTU for Total Annual Estimated Energy Savings resulting from all funding sources	25,803 MBTU	(l)

Method used to calculate energy savings:      WAP Algorithm       Other (describe below)

*The PY 2011 energy saving calculations methodology was developed by the Department using the most recent Metaevaluation of the National Weatherization Assistance Program (ORNL/CON-493). This methodology estimates annual savings of 30.5 MBtu according to DOE's PY 2005 Application Instructions and Forms for PY 2006. The same methodology will be used for PY 2011. The 2011 Plan is estimated according to funding allocation and adjusted average expenditure limit per unit allowed to weatherize a home. The total number of units projected to be weatherized in PY 2011 is 846 for a total of annual estimated energy savings of 25,803 MBtu.*

Estimated energy savings: 25,803 (MBtu)

Estimated prior year savings: 82,228 (MBtu) Actual: Pending final report

If variance is large, explain: Estimated energy savings is significantly lower as a result of a decrease in funding that will directly impact the total number of units that can be weatherized.

## Section 6: Training, Technical Assistance, and Monitoring Activities

The Texas Department of Housing and Community Affairs (the Department) plans to monitor the Weatherization Assistance Program (WAP) with the staff included in the budget. All 31 WAP subrecipients administer this DOE WAP Formula grant in conjunction with the ARRA WAP and will receive multiple visits throughout the program year (April 1 through March 31). Training and technical assistance shall be provided to the subrecipient, whenever necessary, by the Training Officer and/or the Training Academy.

Monitorings will be scheduled using a risk management-based assessment. Primary consideration will consist of amount of contract, previous findings, status of finding resolution, and submission and condition of annual independent audit. Periodic desk reviews of expenditures and production levels will be conducted during the program year. The scheduling of on-site monitoring will depend on availability of staff, minimum number of completed units, geographic and climatic considerations. The schedule may vary and dates will be confirmed with each subrecipient in advance. The purpose of the monitoring is to ensure that weatherization programs are managed within federal and state guidelines and that eligible low-income families are receiving quality and appropriate weatherization of their homes.

The Department has established a goal to monitor a minimum of 10% of the client files and 10% of the weatherized units at the time of the monitoring. Monitoring will include health and safety procedures, client eligibility, energy audit procedures, and client education procedures. In addition, Program Officers will monitor financial management control and ensure the quality of work via established monitoring procedures.

In 2011, the Department will utilize the Training and Technical Assistance Academy including classroom and on-site venues for classes in basic weatherization, advanced weatherization as well as financial management. Training will include manufactured housing, lead safe work practices and health and safety.

The Department will conduct training and technical assistance throughout the program year. A Program Officer may determine that additional training is needed for a particular subrecipient or the subrecipient may request it. The Trainer is actively conducting training and technical assistance and continually works with feedback from program officers and department staff to determine Subrecipients additional training needs on an on-going basis. Scheduled trainings are published on the Training Academy website at <http://wxtraining.tdhca.state.tx.us/Schedule.aspx>.

The Department does not require licensing or certifications of subrecipient staff. Should a subrecipient hire a new weatherization coordinator, the subrecipient will be required to notify the Department in writing within 30 days of the date of hiring the coordinator and request training. The Department will contact subrecipients within 30 days of the date of notification to arrange for training. The Department will use in-house staff as well as other subrecipient staff to provide training. The Department will provide travel assistance to subrecipients that receive training.

The Department WAP program year is April 1 through March 31. Upon the Department's completion of the PY 2010 Monitoring process, the Department will review all monitoring findings in order to evaluate any improvements in the agencies' performances in May. The Department will submit to DOE a written summary of its monitoring findings.

### **The Department has scheduled the following training dates for WAP Network:**

Texas Association of Community Action Agencies Annual Conference

May 2011

### **Energy Audit Procedures**

The NEAT and MHEA audits have been approved by DOE for use on single family dwellings, manufactured homes and multifamily buildings containing 24 or fewer units. Multifamily units containing 25 or more units will require an engineering study. Texas is working towards implementation of a computerized approved audit for use in multifamily buildings containing 25 or more units.

### **Energy Savings**

The State will cooperate with the Department of Energy as they implement a national evaluation project.

### **Evaluation of Training Activities**

In order to evaluate the efficiency of its training activities, the training staff will quarterly review its training activities and compare those to the subrecipient monitoring reports, and the annual analysis of an in-house evaluation study. Additionally, subrecipients will be given the opportunity to provide feedback through evaluation forms distributed at all training sessions. Training staff will conduct periodic surveys to solicit input from Subrecipients as to their training needs. The Department will also utilize input from Program Officers and Subrecipient monitoring reports to determine areas of additional training needed. A database of all monitoring findings provides the training group with analysis of training needs and opportunities that correlate to monitoring reports.

### **Lead-Based Paint Safe Work Practices**

The State of Texas provided Lead, Renovation, Repair, and Painting Program (LRRPP) training to all program monitors and subrecipients through the Training Academy during Program Year 2011. The State will provide LRRPP training to new subrecipient hires on an on-going basis.

### **Mold**

The State of Texas provided the Mold Work Practices training methodology (developed by Montana State University) to all weatherization subrecipients during program year 2006. The subrecipients will be responsible for providing the training to their weatherization contractors. The State will provide Mold Work Practices to new subrecipient hires on an on-going basis.

The Texas Department of Health, beginning at Title 25, Texas Administrative Code, Section 295.301, has adopted procedures for addressing mold problems existing in residential dwellings that cover areas of 25 contiguous square feet or more by requiring the remediation to be addressed by a licensed mold remediation specialist.

If the energy auditor discovers a mold condition which the weatherization contractor cannot adequately address, then the unit should be referred to the appropriate public agency for remedial action. The applicant is to be provided written notification that their home cannot, at this time, be weatherized and why. They should also be informed which agency they should contact to report the mold condition. The applicant should be advised that when the mold issue is resolved they may reapply for weatherization.

If the energy auditor determines that the mold is treatable and covers less than the 25 contiguous square feet limit allowed to be addressed by the Texas Department of Health's guidelines, the applicant is to be provided written notification of the existence of the mold and potential health hazards, the proposed action to eliminate the mold, and that no guarantee is offered that the mold will be eliminated and that the mold may return. The auditor must obtain written approval from the applicant to proceed with the weatherization work.

Upon appropriate guidance from DOE, the Department will arrange to train all subrecipients to recognize mold problems and acceptable actions to resolve mold occurrences. The Department will also provide applicant notification and release forms to its subrecipients.

The limited cost incurred to remove the mold is to be charged to the health and safety portion of the subrecipient's budget.

### **Client Education**

The Department will continue to require WAP subrecipients to provide client education to each WAP client. Subrecipients will be required to provide (at a minimum) state produced educational materials in verbal and written format. Client education will include temperature strips that indicate the temperature in the room and energy savings calendars.

### **Section 7: DOE-Funded Leveraging Activities**

N/A

### **Section 8: Policy Advisory Council Members**

**Introduction:** The Policy Advisory Council (PAC) is broadly representative of organizations and agencies and provides balance, background, and sensitivity with respect to solving the problems of low-income persons, including the weatherization and energy conservation problems.

Historically, the PAC has met annually after the public hearing for the DOE plan. One member of the PAC is from the Texas Department of Aging and Disability Services that is the state agency charged with providing a comprehensive array of aging and disability services, supports, and opportunities that are easily accessed in local communities.

Prior to the expenditure of any grant funds, the Department shall establish a policy advisory council which:

- (1) Has special qualifications and sensitivity with respect to solving the problems of low-income persons, including the weatherization and energy conservation problems of these persons;
- (2) Is broadly representative of organizations and agencies, including consumer groups that represent low-income persons, particularly elderly and disabled low-income persons and low-income Native Americans, in the State or geographical area in question; and
- (3) Has responsibility for advising the appropriate official or agency administering the allocation of financial assistance in the State or area with respect to the development and implementation of a weatherization assistance program.

### Current Policy Advisory Council Members

Weatherization Providers	Energy Group	Consumer & Related Group
<b>Johnette Hicks</b> , Executive Director, Chairwoman Economic Opportunities Advancement Corporation – Planning Region XI	<b>Heather Ball</b> , Director Marketing & Public Education Railroad Commission of Texas Alternative Fuels Research and Education Division	<b>Al Joseph</b> , Director of Housing Ysleta del Sur Pueblo Housing Department
<b>Karen Swenson</b> , Executive Director Greater East Texas Community Action Program		<b>Michael P. Wilson, PhD.</b> Texas Department of Aging and Disability Services
<b>Mark Bullard</b> , WAP Coordinator Texoma Council of Governments		

Any additions to the Policy Advisory Council will be reviewed by the Department's Governing Board. At the present time, the PAC consists of six members. The PAC meets annually. The Department seeks the PAC's guidance and approval on WAP Plans each year, and hosts other meetings, as needed.

### Section 9: State Plan Hearings

Notice of Public Hearings was posted in the February 11, 2011 publication in the Texas Register.

The PY 2011 WAP Public Hearing was held on February 23, 2011. One public comment was made by a representative of the Texas Association of Community Action Agencies (TACAA) in support of the PY 2011 WAP Plan. The transcript will be available upon request.

The WAP Policy Advisory Council meeting was held on February 28, 2011. The transcript will be available upon request.

## Section 10: Adjustments to On-File Information

No changes will be made to the On-File Information.

## Section 11: Miscellaneous

### Intergovernmental Review Data

To comply with the provisions of Executive Order 12372, the State of Texas established the Texas Review and Comment System (TRACS). TRACS is a statewide system that provides state and local officials opportunities to review and to comment upon State plans, applications for federal or state financial assistance, and environmental impact statements related to projects or programs that affect their jurisdictions before the proposals are approved or funded. Comments made during the process are for the applicant's use in improving the project, and if necessary, for the funding agency's use in deciding whether to approve the application.

Related state provisions designate the regional review agencies and the state Single Point of Contact; the programs for which reviews will be required; delineate the respective responsibilities of applicants, state agencies, and review agencies; establish uniform review procedures and criteria; and describe procedures for seeking accommodation of review comments. State provisions specifically incorporate by reference Executive Order 12372, as amended by Executive Order 12416, the Demonstration Cities and Metropolitan Development Act of 1966, §204 (42 United States Code §3334); the Intergovernmental Cooperation Act of 1968, §401(a) (United States Code §4231(a)); and the National Environmental Policy Act of 1969, §102(2C)(42 United States Code §4332(2C)).

The TRACS State Single Point of Contact is Denise S. Francis, Governor's Office of Budget, Planning, & Policy, P.O. Box 12428, Austin, Texas 78711. This plan application was provided in draft to the State Single Point of Contact, made accessible to all regional councils, available to all the Department's weatherization program subrecipients and other interested parties prior to the public hearing and as a part of the public comment process. Waiver Texas State Identifier Number SAI/EIS #: TX-W-20090123-0004-50.

### Liability Insurance

The liability insurance separate line item was increased to enable subrecipients to purchase pollution occurrence insurance in addition to the general liability insurance. Most regular liability insurance policies do not provide coverage for pollution occurrence. Subrecipients should review existing policies to ensure that lead paint measures are also covered and if not, secure adequate coverage for all units to be weatherized. If subrecipients require additional funding for liability insurance, they must first provide the Department with three price quotes. When approved, additional liability insurance costs may be paid from administrative or program support categories. The Department strongly recommends the subrecipients 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.

### Training & Technical Assistance Carryover Funds

Training and technical assistance funds will not be used to purchase vehicles or equipment for local agencies to perform weatherization services. The cost of these vehicles and equipment to support the program must be charged to program support and program operations categories. The Department acknowledges that, should unexpended training and technical assistance funds remain at the end of the Program Year, DOE requires these funds to be used to weatherize homes during the following year.

**Formula Distribution**

The Department updates the budget allocation proportion by county and subrecipient based on poverty income, elderly poverty, median household income (from the 2000 U.S. Census data), and climate data (from the Southern Regional Climate Center, Louisiana State University, June 2002).

**Electric Base Load Measures (EBL)**

DOE has approved the inclusion of selected Electric Base Load (EBL) measures as part of the weatherization of eligible residential units. Currently, the approved EBL measures include replacement of refrigerators, electric water heaters, and compact fluorescent lights. All EBL measures must be determined cost effective with an SIR of 1 or greater by either audit analysis or separate DOE approved analytical tools.

DOE has approved analytical tools to measure EBL. Instructions for incorporating EBL measures in to the WAP are detailed in the Texas Administrative Code. All dwelling units will be evaluated to determine the most cost effective measures to be installed in each unit weatherized and to determine the order in which measures will be installed. The evaluation of each unit must include building envelope measures, mechanical measures, and Electric Base Load measures.

**Section 12: Assurances and Certifications**

*Forms have been filed separately in a Master Document File*



OFFICE OF THE GOVERNOR

RICK PERRY  
GOVERNOR

October 18, 2006

The Honorable Michael O. Leavitt  
Secretary  
U.S. Department of Health and Human Services  
200 Independence Avenue, S.W.  
Washington, D.C. 20201

Dear Secretary Leavitt:

In accordance with the Texas Government Code, Sections 2306.092 and 2306.097, and the Low-Income Home Energy Assistance Program (42 U.S.C., Ch. 94, Section 8621 et seq.), I hereby designate the Texas Department of Housing and Community Affairs as the lead agency for administration of the Low-Income Home Energy Assistance Program (LIHEAP) in the state of Texas. The executive director of said department is authorized to make assurances of certification which may be required as part of the annual LIHEAP application process.

This delegation of authority shall remain in full force and effect until modified or rescinded by federal or state statute, or by the chief elected official of this state.

Sincerely,

A handwritten signature in black ink that reads "Rick Perry". The signature is written in a cursive, slightly slanted style.

Rick Perry  
Governor

Rp:aap