

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 61110001131 FOR THE

FY 2011 COMMUNITY SERVICES BLOCK GRANT PROGRAM

CFDA#93.569

**SECTION 1. PARTIES TO THE CONTRACT**

This contract is made by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas, (herein the "Department") and **Hidalgo County Community Services Agency** (herein the "Subrecipient").

**SECTION 2. CONTRACT PERIOD**

This contract shall commence on **January 01, 2011**, and, unless earlier terminated, shall end on **December 31, 2011** (herein the "Contract Period").

**SECTION 3. SUBRECIPIENT PERFORMANCE**

A. Pursuant to the Community Services Block Grant Act, 42 U.S.C. §9901 et seq. (herein the "CSBG Act"), Subrecipient shall operate, on an equitable basis throughout Subrecipient's service area, a program to ameliorate the causes of poverty. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §9907(b). Subrecipient's service area consists of the following counties:

**HIDALGO**

**SECTION 4. DEPARTMENT OBLIGATIONS**

- A. In consideration of Subrecipient's full and satisfactory performance of this contract, Department shall reimburse the actual allowable costs incurred by Subrecipient in an amount up to: **\$363,704.69**
- B. Department's obligations under this contract are contingent upon the actual receipt of adequate CSBG funds from the U.S. Department of Health and Human Services (hereinafter "HHS"). If sufficient funds are not available to make payments under this contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this contract and will not be liable for the failure to make any payment to Subrecipient under this contract.
- C. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment, or which Department determines has not been spent strictly in accordance with the terms of this contract. Subrecipient shall make such refund within fifteen (15) days after the Department's request.

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

- A. Subrecipients may request an advance for 30 days cash needs. In order to request an advance payment, subrecipient must submit to Department a properly completed Expenditure Report that includes a request for advance funds (Projected Expenses).
- B. Subrecipient's request for advance payment shall be limited to the minimum amount needed for the effective performance of this contract, and shall be timed as closely as possible with Subrecipient's actual immediate cash requirements. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursal of such funds by Subrecipient.
- C. Department may use a cost reimbursement method of payment if (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with the reporting requirements of Section 11.
- D. All funds paid to Subrecipient pursuant to this contract are paid in trust for the exclusive benefit of the low-income population of Subrecipient's service area and for the payment of allowable expenditures.

E. Excess Payments

Subrecipient shall refund, within fifteen (15) days after 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 the terms of this contract. Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this contract.

**SECTION 6. 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 Management Standards, 1 T.A.C. §5.141 et seq. (herein "Uniform Grant Management Standards"). All references therein to "local government" shall be construed to mean Subrecipient.

A. Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the uniform cost principles for local governments set forth in OMB Circular A-87, and for non-profit organizations in OMB circular A-122; Uniform administrative requirements for local governments 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 of Federal or \$500,000 of State funds.

B. 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 for travel expenses shall be used for the purchase of alcoholic beverages.

C. Notwithstanding any other provision of this contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in 24 C.F.R. §576.21(a).

D. Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:

- (1) have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;
- (2) are not allowable costs, as set forth in the Act and Section 6(A) of this contract;
- (3) are not strictly in accordance with the terms of this contract, including the exhibits;
- (4) have not been reported to Department within sixty (60) days following termination of this contract;
- (5) are not incurred during the Contract Period.

**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. If the Department determines that an eligible entity has failed to comply with the terms of the contract or the State plan, or to provide services that meet appropriate standards, goals, or other requirements established by the Department, the Department will notify eligible entity of the deficiencies to be corrected and require the deficiencies be corrected and adhere to the provisions in 42 USC 9915.

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 pursuant to provisions in 42 USC 9915.

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 amount of damages due to Department is agreed upon or is otherwise determined, as provided for in 42 USC 9915.

D. Department shall not be liable for any costs incurred by Subrecipient after termination of this contract.

## SECTION 8. CHANGES AND AMENDMENTS

- A. 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 regulations.
- B. Except as otherwise specifically provided herein, any change in the terms of this contract shall be made by an amendment in writing and signed by both parties to this contract.

## SECTION 9. TECHNICAL ASSISTANCE AND MONITORING

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

## SECTION 10. RETENTION AND ACCESSIBILITY OF RECORDS

- A. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures made under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §\_42.
- B. All information collected, assembled, or maintained by Subrecipient shall be made available to the public during normal business hours in compliance with the Texas Public Information Act, Texas Government Code, Chapter 552.
- 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 Department.

## SECTION 11. REPORTING REQUIREMENTS

- A. Subrecipient shall submit to Department such reports on the performance of this contract as may be required by Department including, but not limited to, the reports specified in this Section.
- B. Subrecipient shall electronically submit a Performance Report and Expenditure Report to the Department on or before the fifteenth (15th) day of each month following the reported month in the Contract Period, regardless of whether Subrecipient makes a fund request.
- C. Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Period. Subrecipient must file a final Performance and Expenditure report prior to accessing funds in the subsequent fiscal year. The failure of Subrecipient to provide a full accounting of all funds expended under this contract shall impact the ability of Subrecipient to request reimbursements and shall be identified as findings in monitoring reviews.
- D. Subrecipient shall annually submit to Department, no later than the last day of February, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts.
- E. If Subrecipient fails to submit within 45 days of its due date, any report or response required by this contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the contract. If Subrecipient receives CSBG funds from Department over two or more contract periods, termination proceedings may be initiated on this contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.

**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. When the subrecipient no longer needs the equipment or upon the termination of this contract, Department may transfer title to any such property or equipment to the Department or to a third party.

**SECTION 13. INDEPENDENT CONTRACTOR**

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

**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**

It is the responsibility of the Subrecipient to comply with all applicable laws, rules, regulations, ordinances, written policies and other legal requirements regarding prohibited acts which includes, but is not limited to, conflicts of interest and nepotism. In that regard the Subrecipient is required to have in place and at all times follow written policies to ensure such compliance and to avoid prohibited acts or the appearance thereof. If an actual or suspected prohibited act or the appearance thereof occurs or is alleged, Subrecipient shall promptly identify same, review the matter with its counsel, and advise the Department

- (i) what, factually, occurred;
- (ii) if there was any violations of legal requirements or policy; and
- (iii) if there was a violation, what will be the corrective action to address that matter and prevent any recurrences.

**SECTION 16. COMPLIANCE WITH LAWS**

Subrecipient shall comply with the CSBG Act 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 10 TAC, Part I, Ch. 5, Subch. A, Section 5.1-5.15.

**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, 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 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. The execution, delivery, and performance of this contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject.
- B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms herein set forth.
- C. Department shall have the right to terminate this contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this contract 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 submit to Department, within sixty (60) days after the end of each fiscal year, an Audit Certification Form as specified by Department for each fiscal year in which any month of the Subrecipient's fiscal year overlaps a month of the contract period. Unless otherwise directed by Department, 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:
  - (i) Subrecipient shall have an audit conducted in accordance with 24 C.F.R. §84.26 or §85.26, as applicable; OMB Circular A-133; and 31 U.S.C. 7501 for any of its fiscal years included within the contract period specified in Section 2 of this Contract in which Subrecipient has expenses of more than \$500,000 in federal financial 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 federal financial assistance includes awards of financial assistance received directly from federal agencies, or indirectly through other units of State and local government.
  - (ii) At the option of Subrecipient each audit required by this section may cover Subrecipient's entire operations or each department, agency, or establishment of Subrecipient which received, expended, or otherwise administered federal funds.
  - (iii) Notwithstanding anything to the contrary herein, 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, Department shall not make payment for the cost of such audit services until Department has received the audit report from Subrecipient and any other documentation deemed necessary to meet the Program Requirements.
  - (iv) Unless otherwise specifically authorized by Department in writing, Subrecipient shall submit three (3) copies of the report of such audit to Department, two copies to the Portfolio Monitoring and Compliance Division and one copy to the Community Affairs Division, within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this Contract. Audits performed under this section are subject to review and to direction on resolution of findings by Department or its authorized representative.
- B. Notwithstanding anything herein to the contrary, 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.

- C. 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.
- D. Subrecipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.
- E. All approved CSBG audit reports shall be made available for public inspection within thirty (30) days after completion of the audit.
- F. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- G. Department reserves the right to conduct additional audits of the funds received and performances rendered under this contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

## **SECTION 22. TRAVEL**

Subrecipient shall adhere to OMB Circulars (A-87 and A-122 as appropriate), and either its board-approved travel policy, or the State of Texas travel policies. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

## **SECTION 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.
- E. 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 federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- F. Programs assisted with CSBG funds shall not be carried on in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with-
  - 1. any partisan or non partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;
  - 2. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or

3. any voter registration activity.

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

The performance of this contract shall not involve, and no portion of the funds received by Subrecipient hereunder shall be used in support of inherently religious activities such as worship, religious instruction or proselytization, as part of the programs or services directly funded under the HHS program or 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 controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.
- C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to Department or to any appropriate law enforcement authority if the report is made in good faith.

#### **SECTION 27. HB 1196 CERTIFICATION**

Subrecipient certifies that it, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient shall repay the public subsidy with interest, at the rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient of the violation.

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

Under Section 2261.053, Texas Government Code, Subrecipient certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if 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 an 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. COMMUNITY ACTION PLAN**

Each eligible entity, as a condition of receipt of funding under this Act, shall submit to the Department a community action plan annually by October 31 that includes:

- A. a community needs assessment every five years (next one due October 31, 2015);
- B. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;
- C. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
- D. a description of how funding under this Act will be coordinated with other public and private resources; and,
- E. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

**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 DEBARRED AND SUSPENDED PARTIES**

By signing this contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System at <http://www.epls.gov/> or by collecting a certification from the potential subcontractor.

Effective Date: **January 01, 2011**

**Hidalgo County Community Services Agency**

By:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

By:

This contract is effective when signed by the Texas Department of Housing and Community Affairs Executive Director or his authorized designee.

**CSBG PY 2011 Estimated Funding Distribution**

<b>Subrecipient Name</b>	<b>Estimated Allocation for Planning Purposes*</b>
Aspermont Small Business Development Center, Inc.	\$150,000.00
Austin, City of, Health and Human Services Department	\$889,658.00
Bee Community Action Agency	\$287,192.00
Big Bend Community Action Committee, Inc.	\$155,963.00
Brazos Valley Community Action Agency	\$954,733.00
Cameron and Willacy Counties Community Projects, Inc.	\$992,908.00
Central Texas Opportunities, Inc.	\$222,023.00
Combined Community Action, Inc.	\$202,420.00
Community Action Corporation of South Texas	\$252,460.00
Community Action Council of Victoria	\$296,245.00
Community Action Inc. of Hays, Caldwell and Blanco Counties	\$202,355.00
Community Action Social Services & Education	\$194,867.00
Community Council of Reeves County	\$215,377.00
Community Council of South Central Texas, Inc.	\$521,307.00
Community Council of Southwest Texas, Inc.	\$270,959.00
Community Services Agency of South Texas	\$150,000.00
Community Services of Northeast Texas	\$278,841.00
Community Services, Inc.	\$1,044,848.00
Concho Valley Community Action Agency	\$277,891.00
Dallas Urban League	\$2,625,806.00
Economic Action Committee of The Gulf Coast	\$150,000.00
Economic Opportunities Advancement Corporation of Planning Region XI	\$508,277.00
El Paso Community Action Program, Project BRAVO, Inc.	\$1,412,450.00
Fort Worth, City of, Parks & Community Services Department	\$1,366,624.00
Galveston County Community Action Council, Inc.	\$821,524.00
Greater East Texas Community Action Program (GETCAP)	\$937,045.00
Gulf Coast Community Services Association	\$4,403,694.00
Hidalgo County Community Services Agency	\$1,696,598.00
Hill Country Community Action Association, Inc.	\$471,232.00
Lubbock, City of, Community Services Department	\$400,571.00
Northeast Texas Opportunities, Inc.	\$260,014.00
Nueces County Community Action Agency	\$526,529.00
Panhandle Community Services	\$610,939.00
Pecos County Community Action Agency	\$150,000.00
Rolling Plains Management Corporation	\$323,579.00
San Antonio, City of, Community Action Division	\$1,919,536.00
South Plains Community Action Association, Inc.	\$329,441.00
South Texas Development Council	\$302,806.00
Southeast Texas Regional Planning Commission	\$539,210.00
Texas Neighborhood Services	\$378,078.00
Texoma Council of Governments	\$235,065.00
Tri-County Community Action, Inc.	\$390,748.00
Webb County Community Action Agency	\$548,585.00
West Texas Opportunities, Inc.	\$607,456.00
Williamson-Burnet County Opportunities, Inc.	\$190,992.00
<b>Total estimated allocation to CSBG eligible entities</b>	<b>\$29,666,846.00</b>