

**RE: FW: 2013 CSBG Contract**

**From:** Monica Badillo <monica.badillo@co.hidalgo.tx.us>  
**To:** mnsaenz@csa-hidalgo.us  
**Priority:** Normal  
**Date:** 01-18-2013 12:41 PM

Ok; you may place on agenda and attach the email from Steve.

Thanks,

Monica Badillo, Court Administrator

County of Hidalgo Executive Office

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539

(956) 292-7025 ext. 5404

(956) 292-7034 (fax)

From: mnsaenz@csa-hidalgo.us [<mailto:mnsaenz@csa-hidalgo.us>]  
Sent: Friday, January 18, 2013 12:19 PM  
To: Monica Badillo  
Subject: Re: FW: 2013 CSBG Contract

Monica attached is the corrected Contract from TDHCA. Please advise...

On January 16, 2013 at 4:53 PM Monica Badillo <monica.badillo@co.hidalgo.tx.us> wrote:

Monica Badillo, Court Administrator

County of Hidalgo Executive Office

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539

(956) 292-7025 ext. 5404

(956) 292-7034 (fax)

From: Steve Crain [<mailto:scrain@atlashall.com>]  
Sent: Wednesday, January 16, 2013 4:38 PM  
To: 'Monica Badillo'  
Subject: RE: 2013 CSBG Contract

In numbered paragraph 29 the word "not" should be included.

From: Monica Badillo [<mailto:monica.badillo@co.hidalgo.tx.us>]  
Sent: Wednesday, January 16, 2013 4:06 PM  
To: Steve Crain  
Cc: Marynel Trevino; [mnsaenz@csa-hidalgo.us](mailto:mnsaenz@csa-hidalgo.us)  
Subject: FW: 2013 CSBG Contract

Please review.

Monica Badillo, Court Administrator

County of Hidalgo Executive Office

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From: mnsaenz@csa-hidalgo.us [<mailto:mnsaenz@csa-hidalgo.us>]  
Sent: Wednesday, January 16, 2013 3:44 PM  
To: Monica Badillo, Commissioners' Court Administrator  
Subject: 2013 CSBG Contract

Monica attached is the 2013 CSBG Contract, I believe Steve needs to review the contract before placing on the agenda for approval. Can you forward it for me. Should he or you have any questions please let me know. Thanks...

Maribel Navarro-Saenz  
Executive Director  
County of Hidalgo Community Service Agency  
P.O. Box 204/2524 N. Closner  
Edinburg, Texas 78539  
ADM: (956) 383-6250 x: 12  
FAX: (956) 380-4324  
e-mail:mnsaenz@csa-hidalgo.us

Maribel Navarro-Saenz  
Executive Director  
County of Hidalgo Community Service Agency  
P.O. Box 204/2524 N. Closner  
Edinburg, Texas 78539  
ADM: (956) 383-6250 x: 12  
FAX: (956) 380-4324  
e-mail:mnsaenz@csa-hidalgo.us

<b>Part_2.html</b>	<b>Content-Type:</b> text/html <b>Size:</b> 11.23 KB
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TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
CONTRACT NO. 61130001583 FOR THE  
FY 2013 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")  
CFDA#93.569

**SECTION 1. PARTIES TO THE CONTRACT**

This CSBG Contract No. **61130001583** (herein the "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, (herein the "Department") and **County of Hidalgo Community Service Agency** a political subdivision of the State of Texas (herein the "Subrecipient") hereinafter (the "Parties").

**SECTION 2. CONTRACT TERM**

This Contract shall commence on **January 01, 2013**, and, unless earlier terminated, shall end on **December 31, 2013** (herein the "Contract Term").

**SECTION 3. SUBRECIPIENT PERFORMANCE**

Pursuant to Chapter 106 of the Community Services Block Grant Act (42 U.S.C. §9901 et seq.) (herein the "CSBG Act"), as amended by the "Community Services Block Grant Amendments of 1994" (P.L. 103-252) and the Coats Human Services Reauthorization Act of 1998 (P.L. 105-285); Chapter 2306 of the Texas Government Code (herein the "State Act"); the implementing State regulations under Title 10, Part 1, Chapter 5, Subchapters A (except those sections in Subchapter A that relate to the suspension, reduction, withholding or termination of funding) and B of the Texas Administrative Code, as amended or supplemented from time to time (herein the "CSBG State Rules"); and the Department's guidance related to CSBG; Subrecipient shall operate on an equitable basis throughout Subrecipient's service area and shall utilize funds for the reduction of poverty, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §§ 9901, 9907 excluding (c), and 9908. Subrecipient agrees to perform all activities in accordance with the annual Community Action Plan (as defined in Section 35 of this Contract); the terms of the performance statement and budget submitted with the annual Community Action Plan approved by the Department as said performance statement and budget may be amended from time to time; the Certifications attached hereto as Exhibit A; all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application for funding under this Contract; and with all other terms, provisions, and requirements herein set forth. **Subrecipient shall perform non-administrative services under this Contract beginning on January 7, 2013 and continuing until the end of the Contract Term in accordance with the CSBG State Rules, amended to be effective January 7, 2013.** 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 for administrative expenditures incurred by Subrecipient during the Contract Term and for the actual allowable costs for non-administrative expenditures incurred by Subrecipient on or after January 7, 2013 in an amount up to **\$401,823.00** in accordance with the budget as approved by the Department and the terms of this Contract.
- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon the status of funding under grants to Department and Subrecipient's overall compliance with the terms of this Contract.
- C. 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") and the State of Texas. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

- D. Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:
1. have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;
  2. are not allowable costs, as set forth in the CSBG Act;
  3. are not strictly in accordance with the terms of this Contract, including the exhibits;
  4. have not been reported to Department within forty-five (45) days following termination of this Contract;
  5. are for non-administrative expenses incurred from January 1, 2013 to January 6, 2013; or
  6. are not incurred during the Contract Term.
- E. 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.
- F. Department shall not release any funds under this Contract until Department has determined in writing that Subrecipient's fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for such funds.

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

- A. Subrecipients may request an advance for up to thirty (30) days. As per the Uniform Grant Management Standards, 34 T.A.C. Chapter 20, Subchapter I (herein "UGMS"), a cash advance must be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. 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) together with such supporting documentation as the Department may reasonably request.
- C. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursement of such funds by Subrecipient.
- D. Subsection 4(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds, if at any time (1) 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 10 of this Contract.
- E. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable non-administrative expenses incurred on or after January 7, 2013 to be used for the exclusive benefit of the low-income population of Subrecipient's service area and for allowable administrative expenditures.
- F. 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**

- A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS. All references therein to "local government" shall be construed to mean Subrecipient.
- B. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the uniform cost principles for local, state and Indian tribal governments set forth in OMB Circular A-87, as implemented by 2 C.F.R. Part 225 and uniform administrative requirements for governments set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under circular A-133 is \$500,000 of Federal funds or \$500,000 of State funds.
- C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the CSBG Act.
- D. Subrecipient may incur costs for activities associated with the closeout of the CSBG contract for a period not to exceed forty-five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

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

- A. As per 10 TAC 5.206, Department may terminate or suspend this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of this Contract. If the Department determines that an Subrecipient has failed to comply with the terms of the Contract, or to provide services that meet appropriate standards, goals, or other requirements established by the Department, the Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing suspension.
- 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 including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review. 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 suspension of this Contract.
- D. 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.

## **SECTION 8. USE OF FUNDS**

Subrecipient may not use funds under this Contract for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility. This provision may be waived in the Department's sole discretion as outlined in 42 USC 9918(a)(2).

## **SECTION 9. RECORD KEEPING REQUIREMENTS**

- A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS and Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, \_42.
- B. Open Records. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
- C. Subrecipient shall give the HHS, 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 in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.
- D. Subrecipient shall include the substance of this Section 9 in all subcontracts.

## **SECTION 10. 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 Term, regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Performance and Expenditure report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review in accordance with the State CSBG Rules.
- C. Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Term. Subrecipient must file a final Performance and Expenditure report within forty-five (45) days after the end of the Contract and 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 forty-five (45) days after the termination of this Contract, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department.
- E. If Subrecipient fails to submit within forty-five (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 terms, 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.
- F. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.sam.gov/portal/public/SAM/> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

## **SECTION 11. CHANGES AND AMENDMENTS**

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

## **SECTION 12. PROGRAM INCOME**

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

### **SECTION 13. TECHNICAL ASSISTANCE AND MONITORING**

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

### **SECTION 14. INDEPENDENT SUBRECIPIENT**

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 15. PROCUREMENT STANDARDS**

- A. Subrecipient shall comply with 45 C.F.R. Part 92.36, UGMS, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurements under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.
- C. When the Subrecipient no longer needs equipment purchased with CSBG grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CSBG grant funds.

### **SECTION 16. SUBCONTRACTS**

- A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing fund through the Community Affairs Contract System, 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 13 of this Contract.
- B. In no event shall any provision of this Section 16, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

### **SECTION 17. 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 shall have an audit conducted in accordance with 45 C.F.R. §92.26, OMB Circular A-133; and 31 U.S.C. 7501 for any of its fiscal years included within the Contract Term in which Subrecipient has expenses of more than \$500,000 in state funds or \$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.

2. 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.
  3. 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.
  4. Unless otherwise specifically authorized by Department in writing, Subrecipient shall submit two (2) copies of the audit report to the Department's Compliance and Asset Oversight Division and one (1) copy of the audit report to the Department's 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 resolution of findings by the 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. Such financial and compliance audits may occur after the close of the Contract Term.
- 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 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.
- H. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

#### **SECTION 18. TRAVEL**

Subrecipient shall adhere to OMB Circular A-87 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 19. LITIGATION AND CLAIMS**

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

#### **SECTION 20. LEGAL AUTHORITY**

A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- 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 on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 20.

#### **SECTION 21. COMPLIANCE WITH LAWS**

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

#### **SECTION 22. 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 23. CERTIFICATION REGARDING UNDOCUMENTED WORKERS**

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

**SECTION 24. CONFLICT OF INTEREST/NEPOTISM**

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- 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 25. 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.

**SECTION 26. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

- A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- C. Subrecipient will include the substance of Section 26 in all subcontracts.

**SECTION 27. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS**

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

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

## **SECTION 28. MAINTENANCE OF EFFORT**

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

## **SECTION 29. DEBARRED AND SUSPENDED PARTIES**

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) and including a copy of the results in its project files.

## **SECTION 30. FAITH BASED AND SECTARIAN ACTIVITY**

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

## **SECTION 31. 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 32. 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 33. SEVERABILITY**

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

## **SECTION 34. ORAL AND WRITTEN AGREEMENTS**

- A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
  - 1. Exhibit A-- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

## **SECTION 35. COMMUNITY ACTION PLAN**

- A. As a condition of receipt of funding under the Act, each eligible entity shall submit annually to the Department a community action plan that includes:
  - 1. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;
  - 2. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
  - 3. a description of how funding under this Act will be coordinated with other public and private resources; and,
  - 4. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.
- B. As a condition of receipt of funding under the Act, each eligible entity shall submit every five years to the Department a community needs assessment.

**SECTION 36. USE OF ALCOHOLIC BEVERAGES**

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

**SECTION 37. FORCE MAJURE**

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

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

**SECTION 38. TIME IS OF THE ESSENCE**

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

**SECTION 39. COUNTERPARTS AND FACSIMILE SIGNATURES**

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

**SECTION 40. NUMBER, GENDER**

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

**SECTION 41. NOTICE**

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

**As to Department:**

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

**As to Subrecipient:**

County of Hidalgo Community Service Agency  
P. O. Box 204  
Edinburg, TX 78540  
Attention: Maribel Navarro-Saenz, Executive Director  
Telephone: (956) 383-6250 Fax: (956) 380-4324 Email: mnsaenz@csa-hidalgo.us

- B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 41.

**SECTION 42. VENUE AND JURISDICTION**

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

EXECUTED to be effective on **January 01, 2013**

**County of Hidalgo Community Service Agency**  
**a political subdivision of the State of Texas**

By:  
Title:  
Date:

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

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
CONTRACT NO. 61130001583 FOR THE  
FY 2013 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")  
CFDA#93.569

EXHIBIT A

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

County of Hidalgo Community Service Agency  
a political subdivision of the State of Texas

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

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

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

County of Hidalgo Community Service Agency  
a political subdivision of the State of Texas

By:  
Title:  
Date: