

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**AMENDMENT NO. 4 TO CONTRACT NUMBER 58190002984**  
**FY 2019 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)**

**Awarding Federal Agency: United States Department of Health and Human Services**  
**TDHCA Federal Award Number: E-19BITXLIEA**  
**Award Year (Year of Award from HHS to TDHCA): 2019**  
**Unique Entity Identifier Number: 161811138**

This Amendment No. 4 to Comprehensive Energy Assistance Program Contract Number. **58190002984** ("Amendment") by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Hidalgo County, Texas-County of Hidalgo Community Service Agency**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties",

**RECITALS**

WHEREAS, the Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number (CEAP) **58190002984** ("Contract") on **January 01, 2019** and

WHEREAS, the Parties desire to amend the Record Keeping Requirements for Client Files under Section 9 of the Contract to comply with the current requirements under 10 TAC §6.5, as amended and supplemented from time to time; and

WHEREAS, the Parties desire to amend the Contract pursuant to Section 12 of the Contract in the manner provided herein below.

**AGREEMENTS**

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

1. Item No. 2 of Subsection E, Client Files of Section 9, Record Keeping Requirements, of this Contract is hereby amended and replaced in its entirety to read as follows:
  2. Documentation/verification of client income for the thirty (30) days preceding their application for all Household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the use of the form. Income must be verified with a new application every twelve (12) months;
2. All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.
3. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
4. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.
5. If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

6. By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

7. This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

8. This Amendment shall be effective on January 01, 2020.

WITNESS OUR HAND EFFECTIVE:

**SUBRECIPIENT:**

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

By:  
Title:  
Date:

**DEPARTMENT:**

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

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