

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY 2024 TEXAS ENDING HOMELESSNESS FUND**

**CONTRACT NUMBER 30245000001**

**WITH**

**City of San Antonio,**

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

**SECTION 1. PARTIES TO THE CONTRACT**

This 2024 Texas Ending Homelessness Fund (“EH Fund”) Contract Number 30245000001 (“Contract”) is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, (“Department”) and City of San Antonio, a political subdivision of the State of Texas (“Subrecipient”).

**SECTION 2. CONTRACT PERIOD FOR PERFORMANCE AND CLOSE-OUT**

This Contract shall commence on September 1, 2023, and, unless earlier terminated as provided herein, terminate as follows: (1) the Subrecipient is permitted to incur expenses under this Contract until August 31, 2024 (“Contract Term”), and (2) the Department’s obligations under the Contract shall end forty-five (45) calendar days after the Contract Term, and is conditioned on the Subrecipient’s performance during the Contract Term (“Close-Out Period”).

**SECTION 3. SUBRECIPIENT PERFORMANCE**

- A. Subrecipient agrees to administer an EH Fund award in accordance with the terms of this Contract and the exhibits and addendums attached to this Contract, as incorporated herein for all relevant purposes. Subrecipient shall develop and implement the EH Fund in accordance with all required provisions, including, but not limited to, Section 502.415 of the Texas Transportation Code, Chapter 2306 of the Texas Government Code (“State Act”), the implementing rules under Title 10, Part 1, Chapter 1, Chapter 2, and Subchapters A and D of Chapter 7, of the Texas Administrative Code, and Chapter 783 of the Texas Government Code and the Texas Grant Management Standards (“TXGMS”) (collectively, “EH Fund State Rules”), and representations made as part of the Previous Participation and Executive Award and Review Advisory Committee (EARAC), under EH Fund State Rules.
- B. Subrecipient agrees to perform all activities in accordance with the terms of the Performance Statement attached hereto as Exhibit A and the Budget attached hereto as Exhibit B. Subrecipient further agrees to comply with the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements attached hereto as Addendum A; the Certification Regarding Drug-Free Workplace Requirements attached as Addendum B; the Certification Regarding Debarment, Suspension and Other Responsibility Matter attached as Addendum C; the PRWORA requirements attached hereto as Addendum D; and the assurances, certifications, and all other statements made

by Subrecipient in its application for the project funded under this Contract, and with all other terms of this Contract.

- C. Except for changes that are required because of changes described in Section 11(A) of this Contract or as otherwise specifically described in this Contract, Subrecipient shall implement the EH Fund in accordance with the requirements of the EH Fund State Rules, as of the start date of the Contract Term.
- D. Subrecipient is liable for any associated disallowed costs if a person who is eligible to receive the benefit or services described in Exhibit A does not actually receive them, and the Subrecipient reported the costs or received reimbursement for the costs.
- E. Performance related to established targets will be reported by Subrecipient in the EH Fund Monthly Performance Report and meeting targets may be considered for future funding opportunities with the Department.
- F. All funds must be fully expended within the Contract Term and reported within the Close-Out Period in accordance with all exhibits and addendums of this Contract. The Department reserves the right to request an Expenditure plan if it appears funds will not be expended within the Contract Term at the Department's reasonable discretion.
- G. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has not been spent strictly in accordance with the terms of this Contract. Subrecipient shall make such refund within fifteen (15) calendar days after the Department's written request.
- H. Subrecipient activities related to construction, rehabilitation, or conversion of a building or buildings may require that Subrecipient enter into a Land Use Restriction Agreement (LURA) in accordance with 10 TAC §7.3.

#### **SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS**

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual, allowable, and approved costs that are consistent with amounts specified in the Budget and are incurred during the Contract Term by Subrecipient.
- B. The Department reserves the right to obligate or deobligate additional funds and shall notify the Subrecipient in writing of its decision. The Department may consider such factors as the ability to use grant funds under the EH Fund State Rules in a timely manner or Subrecipient's overall compliance with the terms of this Contract.
- C. Department shall not be obligated to pay Subrecipient for any costs incurred by Subrecipient which are not allowable costs.

- D. Notwithstanding any other provision of this Contract, the total payments and obligations incurred by Department under this Contract shall not exceed the sum of **SIXTY-FOUR THOUSAND ONE HUNDRED FOUR DOLLARS** (\$64,104.00).
- E. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for eligible costs incurred or performances rendered for activities specified in the EH Fund State Rules.

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

- A. 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.
- B. In accordance with 10 TAC §7.4(f), the Department reserves the right to use a Cost Reimbursement method of payment for all funds whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient in accordance with 10 TAC §2.201 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 significant deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with 10 TAC §7.5, Subrecipient Reporting, and 10 TAC §7.6, Subrecipient Data Collection.
- C. All funds paid to Subrecipient pursuant to this Contract are paid in trust for the exclusive benefit of the eligible recipients of EH Fund services and for the payment of allowable expenditures.
- D. At its sole discretion, 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.
- E. Subrecipient shall refund to the Department any funds which Department determines has not been spent strictly in accordance with the terms of this Contract. Subrecipient shall make such refund no later than the date specified in the notice that repayment is required, but if no date is specified within five (5) business days in accordance with 10 TAC §1.21(e).

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

- A. COST PRINCIPLES, 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 Chapter 783 of the Texas Government Code and the Texas Grant Management Standards {"TXGMS"}. All references therein to "local government" shall be construed to mean Subrecipient. Subrecipient agrees that if funds are added to this Contract, TXGMS will remain the administrative requirement.

- B. AUDIT. In accordance with 10 TAC §1.403(e), if Subrecipient expends \$750,000.00 or more in state awards, or has an outstanding loan balance associated with state resources of \$750,000.00 or more with continuing compliance requirements, or a combination thereof must have a Single Audit.
- C. COSTS. 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 provisions of the EH Fund State Rules and Section 8(B) 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 the Close-Out Period of this Contract; or
  - (5) are not incurred during the Contract Term.
- D. ACCESS. 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 upon written request by the Department to Subrecipient.
- E. SUBAWARDS. The Subrecipient shall include language in any subcontract or subgrant 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.
- F. AUDIT CERTIFICATION FORM. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within two (2) months after the Subrecipient's fiscal year end in accordance with 10 TAC §1.403(d).
- G. STATE AUDITOR'S RIGHT TO AUDIT. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit

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

- A. TERMINATION OR SUSPENSION. Pursuant to 10 TAC Chapters 2 and 7, Department may terminate or suspend this Contract, in whole or in part, at any time Department determines that there is cause

for termination. If Subrecipient fails to submit within forty-five (45) calendar days of its due date, any report in accordance with 10 TAC §7.5 or 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 any active Contract. In accordance with 10 TAC §2.202(b)(6), cause for termination includes, but is not limited to, fraud, waste, abuse, fiscal mismanagement, or other serious Findings in the Subrecipient's performance.

- B. WITHHOLDING OF PAYMENTS. 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. DEPARTMENT LIABILITY. Department shall not be liable for any costs incurred by Subrecipient after termination of this Contract.
- D. SUBRECIPIENT LIABILITY. 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.
- E. FUNDS. Upon termination of this Contract, all funds remaining on hand on the date of termination, and all accounts receivable attributable to the use of funds received under this Contract shall transfer back to Department. Subrecipient shall return the remaining funds to Department within sixty (60) calendar days after the date this Contract terminates.

## **SECTION 8. ALLOWABLE EXPENDITURES**

- A. Whether the Subrecipient's costs incurred in the performance of this Contract are considered allowable, shall be determined in accordance with the provisions of the EH Fund State Rules, subject to the limitations and exceptions set forth in this Contract.
- B. EH Fund grant funds may be used for administrative activities as well as allowable expenditures under this Contract, to include activities outlined in 10 TAC §7.21, provided Subrecipient receives prior written approval from the Department.
- 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 Exhibit B of this Contract. Eligible administrative costs include general management, and oversight and coordination.

## **SECTION 9. RECORDKEEPING REQUIREMENTS**

- A. GENERAL. Subrecipient shall comply with all the recordkeeping requirements and shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the TXGMS. Subrecipient agrees to comply with any changes to the

TXGMS' recordkeeping requirements and 10 TAC §7.8. For purposes of compliance monitoring, all associated documentation must be readily available, whether stored electronically or hard copy to demonstrate compliance with Subrecipient Performance, as outlined in Section 3.

- B. WRITTEN POLICIES AND PROCEDURES. Subrecipient must have written policies and procedures to ensure that sufficient records are established and maintained to enable a determination that EH Fund requirements are being met. The written standards must be applied consistently for all Program Participants. The written standards must include, but are not limited to Inclusive Marketing as identified in 10 TAC §7.10.
- C. PROGRAM PARTICIPANT FILES. In accordance with 10 TAC §7.28(g), Subrecipient shall maintain Program Participant files, for non-emergency activities providing direct subsidy to a Program Participant regardless if the client is directly receiving the funds.
- D. ACCESS TO RECORDS. Subrecipient agrees that Department, the Auditor of the State of Texas, the Comptroller of the State of Texas, or any of their duly authorized representatives, shall have the right to access and to examine and to copy, on or off the premises of Subrecipient, all books, accounts, records, reports, files, and other papers or property belonging to or in use by Subrecipient pertaining to this Contract. Subrecipient agrees to maintain such records in an accessible location.
- E. RECORD RETENTION. Subrecipient shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be retained by Subrecipient for a period of five (5) years after the grant expiration date or until all audit, claim and litigation matters are resolved, whichever is later. Activities that require a LURA, must maintain the records until the expiration of the LURA. All other records pertinent to this Contract shall be retained by Subrecipient for a period of four (4) years that starts on the day the Single Audit is due or would be due if the Single Audit requirements are not triggered, except if any litigation, claim, negotiation, audit, monitoring, inspection or other action has started before the expiration of the required record retention period. In this case, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required recordkeeping period as described herein, whichever is later. The Department reserves the right to direct a Subrecipient to retain documents for a longer period of time or transfer certain records to the Department custody when it is determined the records possess longer term retention value. Subrecipient must include the substance of this clause in all subawards and subcontracts.
- F. 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. Subrecipient understands that the Department will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas.

Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

- G. SUBAWARDS. Subrecipient shall include the substance of this Section 9 in all of its subcontracts and subgrants.

## **SECTION 10. REPORTING REQUIREMENTS**

- A. DATA COLLECTION. In accordance with 10 TAC §7.6, Subrecipient must ensure that data on all persons served and all activities assisted under Homeless Programs is entered into the applicable HMIS, or HMIS-comparable database for domestic violence or legal service providers.
- B. REPORTS. 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.
- C. MONTHLY REPORTS. In accordance with 10 TAC §7.5(c), Subrecipient must submit a Monthly Performance Report and a Monthly Expenditure Report through the Contract System not later than the last day of each month which reflects performance and expenditures conducted in the prior month.
- D. BIENNIAL REPORTING. In accordance with 10 TAC §7.5(h)(2), EH Fund Subrecipient will submit information to the Department for biennial reporting to the Texas Legislature.
- E. CONSTRUCTION ACTIVITIES. In accordance with 10 TAC §7.3, if Subrecipient intends to expend funds for new construction, rehabilitation, or conversion, Subrecipient must submit a copy of the activity budget inclusive of all sources and uses of funding, documents for a construction plan review, and identification of the entity and signature authorization of the individual (name and title) that will execute the LURA. These documents must be submitted no less than ninety (90) calendar days prior to the end of the Contract Term under which funds for the activity are provided.
- F. FINAL INSPECTION REPORT. A Subrecipient must request a final construction inspection within thirty (30) calendar days of construction completion. The inspection will cover the Shelter and Housing Standards, Uniform Physical Construction Standards, 2000 International Residential Code (or municipality adopted later version), Minimum Energy Efficiency Requirements for Single Family Construction Activities, and the Accessibility Standards in Title 10, Part 1, Chapter 1, Subchapter B, of the Texas Administrative Code, as applicable for the activity.
- G. REPORTING COMPLIANCE. Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

**SECTION 11. CHANGES AND AMENDMENTS**

- A. AMENDMENTS AND CHANGES REQUIRED BY LAW. If a change in federal law or regulation or state law or regulation occurs that requires a change, addition, or deletion to the terms of this Contract, the change is automatically incorporated in this Contract and is effective on the date designated by such law or regulation without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Subsection A of Section 11 may be further evidenced by a written amendment.
- B. GENERAL. 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.
- C. FACSIMILE SIGNATURES. 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.
- D. REQUESTS. Amendment requests may be considered at the discretion of the Department in accordance with 10 TAC §7.4(e).

**SECTION 12. PROGRAM INCOME**

- A. In accordance with 10 TAC §7.25 and TXGMS, program income includes but is not limited to: income from fees for services performed, the use or rental of real or personal property acquired under this award, the sale of commodities or items fabricated under this award, license fees and royalties on patents and copyrights, and principal and interest on loans made with this award. Interest earned in excess of \$250 on grants or loans from purely state sources is considered program income. Security and utility deposits must be reimbursed to the Program Participant and are not considered program income if they remain with the Program Participant, and are returned only to the Program Participant.
- B. Program income that is received during the Contract Term must be used for allowable expenditures as described in Section 8 of this Contract.
- C. Program income that is received after the Contract Term, or not expended within the Contract Term must be returned to the Department within ten (10) calendar days of receipt.

**SECTION 13. INDEPENDENT CONTRACTOR**

It is agreed that Department is contracting with Subrecipient as an independent contractor. To the extent authorized by law, 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. The Department acknowledges governmental entities cannot create an unfunded debt pursuant to the Texas Constitution.

**SECTION 14. PROCUREMENT STANDARDS**

Subrecipient shall comply with 10 TAC §1.404, this Contract, and all applicable state, and local laws, regulations, and ordinances for making procurements under this Contract.

**SECTION 15. SUBCONTRACTS AND SUBAWARDS**

- A. Subrecipient may not subcontract the primary responsibilities of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Contract System.
- B. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. EH Fund Subrecipient is responsible for ensuring that subcontractors and Subgrantees adhere to the same program requirements and regulations as apply to the subrecipient including, but not limited to having documentation that Subrecipient checked the appropriate federal and state records for debarred and suspended parties in accordance with TXGMS. Subrecipient must have processes and procedures in place to monitor subcontractors or subgrantees. Subrecipient represents and warrant that it will monitor the activities of the subcontract or subaward as necessary to ensure that the subcontract or subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward or subcontract, and that subaward or subcontract performance goals are achieved. Any subcontract or subgrant for the delivery of client assistance will be subject to monitoring by the Department pursuant to 10 TAC §7.11.
- C. In accordance with 10 TAC §7.7(c), Subrecipient will notify the Department and provide contact information for subgrants or subcontractors within thirty (30) calendar days of the effective date of subcontract. Contact information for the entities with which the Subrecipient subgrants or subcontracts must be provided to the Department, including: organization name, name and title of authorized person who entered into the subgrant or subcontract, phone number, e-mail address, and type of services provided.
- D. In no event shall any provision of this Section be construed as relieving Subrecipient of the responsibility for ensuring that the performances under all subcontracts and subgrants are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. 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 16. MANAGEMENT OF EQUIPMENT AND INVENTORY**

- A. In accordance with 10 TAC §1.407, Subrecipient shall submit to Department no later than forty-five (45) calendar days after the termination of this Contract a cumulative inventory report of all real property and equipment acquired in whole or in part with funds received under this Contract or previous EH Fund contracts. Upon the termination of this Contract, Department may transfer title

to any equipment to the Department or to any other entity receiving EH Fund grant funds from the Department.

- B. When the Subrecipient no longer needs equipment purchased with EH Fund 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 EH Fund grant funds.

**SECTION 17. TRAVEL**

The governing board of Subrecipient must adopt travel policies that adhere to TXGMS and the State of Texas travel rules and regulations found on the Comptroller of Public Accounts website at [www.cpa.state.tx.us](http://www.cpa.state.tx.us) for any travel funded by this Contract either directly or indirectly.

**SECTION 18. BONDING AND INSURANCE REQUIREMENTS**

- A. INSURANCE REQUIREMENTS. Notwithstanding hereinabove, Subrecipient is a self-funded entity in accordance with Chapter 2259 of the Texas Government Code subject to statutory tort laws and, as such, generally, it does not maintain commercial general liability insurance and/or worker's compensation claims.
- B. BONDING REQUIREMENTS. Subrecipient must comply with the bond requirements of Articles 2252, 2253 and 5160 of the Texas Civil Statutes, and Sections 252.044 and 262.032 of the Local Government Code. If Subrecipient will enter into a public works contract with a third-party in the amount of Fifty Thousand and No/100 Dollars (\$50,000) or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of One Hundred Thousand and No/100 Dollars (\$100,000), a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies as set forth in 10 TAC §1.405 and to the extent required by federal or state law.

**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 arising out of the performance of this Contract or any subcontract or subgrant hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

**SECTION 20. TECHNICAL ASSISTANCE AND MONITORING**

- A. Department may provide technical guidance to explain the rules and provide directions on terms of this Contract.
- B. Department or its designee may conduct periodic on- or off-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient's performance of this Contract in accordance with the EH Fund State Rules. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will suggest or require changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any Observations, Concerns, or Findings. Department may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously-noted Observations, Concerns, or Findings.
- C. Department may place Subrecipient on 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 21. LEGAL AUTHORITY**

- A. LEGAL AUTHORITY. Subrecipient assures and guarantees that it possesses the legal authority to apply for this grant. . A resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Subrecipient to act in connection with the Contract and to provide such additional information as may be required. 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. DULY AUTHORIZED; GOOD STANDING. Subrecipient is and will continue to remain organized, validly existing and in good standing under the laws governing its creation and existence, and will continue to be duly authorized and qualified to transact any and all applicable business contemplated hereunder in the State of Texas. Subrecipient possesses and will continue to possess all requisite authority, power, licenses, permits and franchises to conduct its business and to execute, deliver and comply with its obligations under the terms of this Contract, the execution, delivery and performance of which have been or will be duly authorized by all necessary action.
- C. SIGNATURE AUTHORITY. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing body to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

- D. TERMINATION; LIABILITY. 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 21.
- E. MERGER AND DEFAULT. Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

## **SECTION 22. COMPLIANCE WITH LAWS**

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the EH Fund State Rules, and all federal, state, and local laws, rules, regulations, and policies in effect or hereafter established applicable to the performance of this Contract, including, but not limited to the program requirements and fair housing laws. Subrecipient represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereinafter established. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies. Upon request by Department, Subrecipient shall furnish satisfactory proof of its compliance therewith. Subrecipient shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Contract. No funds under this Contract shall be used for any illegal activity or activity that violates any federal, state or local laws.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and the certification attached hereto as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 USC §701 *et seq*).
- C. LIMITED ENGLISH PROFICIENCY ("LEP"). Subrecipients that interact with program participants must create a Language Access Plan to 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 LEP have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.
- D. REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973 and HUD regulation 24 CFR Part 8 apply to all programs or activities under this Contract.

- E. PROTECTED HEALTH INFORMATION. If Subrecipient collects or receives documentation for disability, medical records or any other medical information in the course of administering the EH FUND program, Subrecipient shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC §1.24, Chapter 181 of the Texas Health and Safety Code, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub.L. 104–191, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 164)
- F. INFORMATION SECURITY AND PRIVACY REQUIREMENTS.
- (1) General. Subrecipient shall comply with the information security and privacy requirements under 10 TAC §1.24 to ensure the security and privacy of Protected Information (as said term is defined under 10 TAC §1.24).
  - (2) Information Security and Privacy Agreement (“ISPA”). Prior to beginning any work under this Contract, Subrecipient shall either (i) have an effective, fully executed ISPA, as required by 10 TAC §1.24, on file with the Department, or (ii) will execute and submit to the Department an ISPA in accordance with instructions found on the Department’s website at the “Information Security and Privacy Agreement” link.
- G. AGE DISCRIMINATION. Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107).
- H. AFFIRMATIVE OUTREACH. Subrecipient shall affirmatively reach out to populations that are least likely to apply for services as further outlined in 10 TAC §7.10(c)(3).
- I. LEAD-BASED PAINT. Subrecipient shall comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4821 *et seq.* and 24 CFR Part 35.
- J. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. Subrecipient represents and warrants that it will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387).
- K. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. Subrecipient represents and warrants that if this Contract involves construction of a project, it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) for contracts involving employment, as applicable.
- L. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS. Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

M. EXECUTIVE HEAD OF A STATE AGENCY AFFIRMATION. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the Department, (2) a person who at any time during the four years before the date of the Contract was the executive head of the Department, or (3) a person who employs a current or former executive head of the Department.

N. PROHIBITED EXPENDITURES ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT.

1) General. Pursuant to 2 CFR §200.216, Subrecipient and its contractors are prohibited from using funds under this Contract for equipment, services, or systems that use the following covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in accordance with Section 889 of Public Law 115-232 (National Defense Authorization Act 2019):

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2) Subcontracts. Subrecipient must incorporate this prohibition in any contract and require its contractors to incorporate this requirement into any contract.

O. CYBERSECURITY TRAINING PROGRAM. If Subrecipient has access to any state computer system or database, Subrecipient shall complete cybersecurity training and verify completion of the training program to the Department pursuant

P. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW. Subrecipient represents and warrants its compliance with 2 CFR §200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

- Q. PROCUREMENT OF RECOVERED MATERIALS. Subrecipient represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act (Chapter 361 of the Texas Health & Safety Code, formerly Tex. Rev. Civ. Stat. Ann. Art. 4477-7), as amended by the Resource Conservation and Recovery Act.
- R. RECORDS RETENTION. Subrecipient represents and warrants its compliance with the records retention requirements of TXGMS. Department reserves the right to direct a Subrecipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value. Subrecipient must include the substance of this clause in all subawards and subcontracts.
- S. OPEN MEETINGS. If the Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.
- T. REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT. Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.
- U. Notification of Investigation. Subrecipient must notify the Department if Subrecipient is under federal or state investigation (by, for example, including, but not limited to, Office of Inspector General and the Office of State Inspector General). Subrecipient must inform the Department in writing of this investigation in accordance with the Notice Provisions in 41. Subrecipient must also inform the Department in writing, in accordance with the Notice Provisions in 41, of any written requests for information by the State Auditor's Office, the Office of the Attorney General, or any other investigative agency, unless otherwise prohibited by law.

**SECTION 23. 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 EH Fund. 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 may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

**SECTION 24. CERTIFICATION REGARDING UNDOCUMENTED WORKERS**

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, 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. §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 25. CONFLICT OF INTEREST**

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. 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.
- 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. The provision of any type or amount of EH Fund assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the Subrecipient, Subgrantee or a parent or subsidiary of the Subrecipient.
- E. No Subrecipient may, with respect to individuals or families occupying housing owned by the Subrecipient, or any parent or subsidiary of the Subrecipient, carry out the initial intake required for Program Participant files under Section 9(C) of this Contract.

- F. For transactions and activities other than the procurement of goods and services, no officers, employees, and agents, including consultants, officers, or elected or appointed officials of the Subrecipient, Subgrantee, or subcontractor who exercises or has exercised any functions or responsibilities with respect to activities assisted under EH Fund contracts, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
- G. Subrecipient represents and warrants that performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Respondent shall promptly notify the Department.

**SECTION 26. POLITICAL ACTIVITY AND LEGISLATIVE INFLUENCE 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 state official or employee 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.
- 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, the State of Texas, or the government of the United States.
- C. None of the funds provided under this Contract shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the Development Owner and each of its tiers have certified by their execution of the "Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements" attached hereto as Addendum A and incorporated herein for all relevant purposes.

**SECTION 27. NONDISCRIMINATION, FAIR HOUSING, EQUAL ACCESS AND EQUAL OPPORTUNITY**

- A. NON-DISCRIMINATION. 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, or disability.

- B. EQUAL OPPORTUNITY. 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. Subrecipient must comply with the Equal Opportunity in Housing (Executive Order 11063 as amended by Executive Order 12259) and its implementing regulations at 24 CFR Part 107.
- C. ACCESSIBILITY AND FAIR HOUSING. Subrecipient must meet the accessibility standards and fair housing requirements under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) and its implementing regulations at 24 CFR Part 8, (ii) the Fair Housing Act (42 U.S.C. §3601 *et seq.*) as implemented by HUD at 24 CFR Parts 100-115, 24 CFR §92.250, 24 CFR §92.202 and 24 CFR §5.105(a), (iii) Texas Fair Housing Act (Chapter 301 of the Texas Property Code), (iv) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d *et seq.*), and implementing regulations at 24 C.F.R. Part I, and (v) Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36.
- D. REASONABLE ACCOMODATIONS. Subrecipients shall operate each program or activity receiving EH Fund financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipients are also required to provide reasonable accommodations for persons with disabilities.
- E. GENERAL. Subrecipient shall make known that use of the facilities and services funded under this Contract are available to all on a nondiscriminatory basis. Subrecipient also must adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are accessible to persons with a disability.
- F. SUBCONTRACTS. Subrecipient shall include the substance of this Section 27 in all of its subcontracts and subgrants.

## **SECTION 28. DEBARRED AND SUSPENDED PARTIES**

- A. By signing this Contract, Subrecipient certifies that neither it nor its current principal employees, members, agents, or contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration and as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum C and incorporated herein for all relevant purposes. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in the certification attached as Addendum C, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

Subrecipient also certifies that it will not award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, subpart 9.4 or 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 subcontractors procured by Subrecipient or prior to awarding funds under this Contract to a potential subgrantee, 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. Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors. Subrecipient may rely upon a certification of a prospective subcontractor that is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum C or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department’s determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts,” as set out in Addendum C, without modification, and this language under this Section 28, in all its subawards.

- B. EXCLUDED PARTIES. By signing this Contract, Subrecipient further certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*,” published by the United States Department of the Treasury, Office of Foreign Assets Control.

## **SECTION 29. SPECIAL CONDITIONS**

- A. DIRECT DEPOSIT AUTHORIZATION. Department shall not release any funds under this Contract until Department has received a properly completed deposit authorization form from Subrecipient.
- B. CONSTRUCTION STANDARDS. Subrecipient shall ensure that any building for which EH Fund grant funds are used for renovation, conversion, or major rehabilitation must meet Shelter and Housing Standards, Uniform Physical Construction Standards, 2000 International Residential Code (or municipality adopted later version), Minimum Energy Efficiency Requirements for Single Family Construction Activities, and the Accessibility Standards in Title 10, Part 1, Chapter 1, Subchapter B of the Texas Administrative Code and any standards required by state or local statute, ordinance, or other regulation, as applicable for the Homeless Program and activity.
- C. NATIONAL FIRE PROTECTION. None of the funds provided under this Contract may be used in connection with any dwelling unit unless the unit is protected by a hard-wired or battery-operated smoke detector installed in accordance with National Fire Protection Association Standard 74.

D. OTHER CONDITIONS. Not applicable.

**SECTION 30. NO WAIVER OF REMEDIES**

- A. 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.
- B. NO WAIVER OF SOVEREIGN IMMUNITY. The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law.

**SECTION 31. ORAL AND WRITTEN AGREEMENTS**

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

**SECTION 32. 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 33. COPYRIGHT**

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and the State 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 34. 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 35. FAITH BASED AND SECTARIAN ACTIVITY**

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation.

**SECTION 36. 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, disease pandemics, 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 37. ASSIGNMENT**

This Contract is made by Department to Subrecipient only. Accordingly, it is not assignable without the written consent and agreement of Department, which consent may be withheld in Department's sole discretion.

**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 a 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: Abigail Versyp, Director of Single Family and Homeless Programs  
Telephone: (512) 475-0908  
Fax: (512) 475-0220  
abigail.versyp@tdhca.state.tx.us

As to Subrecipient:

City of San Antonio  
100 W. Houston St.  
San Antonio, TX 78205  
Attention: Melody Woosley, Director of Human Services  
Telephone: 210-207-8198  
melody.woosley@sanantonio.gov

- B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five (5) calendar 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.

**SECTION 43. ALTERNATIVE DISPUTE RESOLUTION**

In accordance with Section 2306.082 of the Texas Government Code, it is the Department's policy to encourage the use of appropriate alternative dispute resolution procedures ("ADR") under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006

respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the Department and the use of negotiated rulemaking procedures for the adoption of Department rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Department's ex parte communications policy, Department encourages informal communications between Department staff and the Subrecipient, to exchange information and informally resolve disputes. Department also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Subrecipient would like to engage Department in an ADR procedure, the Subrecipient may send a proposal to Department's Dispute Resolution Coordinator. For additional information on Department's ADR policy, see Department's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

**SECTION 44. LIMITATION ON ABORTION FUNDING**

- A. Pursuant to Chapter 2272 of the Texas Government Code, to the extent allowed by federal and state law, the Department may not enter into this Contract with an "abortion provider" or an "affiliate" of an abortion provider, as said terms are defined thereunder, if funds under this Contract are appropriated from state or local tax revenue.
- B. By execution of this Contract, the Subrecipient hereby certifies that, as a condition of receipt of any funds under this Contract from state or local tax revenue, it is eligible to receive said funds, and that it will not utilize said funds in any way contrary to this Section 44 during the Contract Term.

**SECTION 45. PREVENTION OF TRAFFICKING**

Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq.*). If Subrecipient or its subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, the Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient's rights to any funds shall be terminated.

**SECTION 46. INDEMNIFICATION**

SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE DEPARTMENT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS

ATTORNEY GENERAL. SUBRECIPIENT AND DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

WITNESS OUR HAND EFFECTIVE:

SUBRECIPIENT:

City of San Antonio,  
a political subdivision of the State of Texas

DocuSigned by:  
*Melody Woosley*  
By: \_\_\_\_\_  
65DCADF098D24AE...  
Name: Melody Woosley  
Title: Director of Human Services  
Date: 9/19/2023 | 3:18:18 PM CDT

THIS CONTRACT IS NOT EFFECTIVE UNLESS SIGNED BY THE EXECUTIVE DIRECTOR OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, OR HIS/HER AUTHORIZED DESIGNEE.

THIS CONTRACT IS APPROVED, ACCEPTED AND MADE TO BE EFFECTIVE ON SEPTEMBER 1, 2023, AND WILL TERMINATE ON AUGUST 31, 2024, AS FURTHER DESCRIBED IN SECTION 2 ON BEHALF OF:

DEPARTMENT:

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

DocuSigned by:  
*Abigail Versyp*  
By: \_\_\_\_\_  
D9E043DB64A044E...  
Name: Abigail Versyp  
Title: Its duly authorized officer or representative  
Date: 9/19/2023 | 3:59:17 PM CDT

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY 2024 TEXAS ENDING HOMELESSNESS FUND**

**CONTRACT NUMBER 3024500001**

**ADDENDUM A**

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

**City of San Antonio,**

**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, 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 sub-awards at all tiers (including subcontracts, subgrants, 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of its 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.

City of San Antonio,  
a political subdivision of the State of Texas

DocuSigned by:  
  
By: \_\_\_\_\_  
65DCADF008D24AE...

Name: Melody Woosley  
Title: Director of Human Services

Date: 9/19/2023 | 3:18:18 PM CDT

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY 2024 TEXAS ENDING HOMELESSNESS FUND**

**CONTRACT NUMBER 3024500001**

**ADDENDUM B**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

**City of San Antonio,**

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

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988.

The undersigned 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 (5) calendar days after such conviction;
- (e) Notifying the agency in writing, within ten (10) 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 thirty (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).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

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). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient 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 Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

City of San Antonio,  
a political subdivision of the State of Texas

DocuSigned by:  
  
By: \_\_\_\_\_  
65DCADF098B24AE...

Name: Melody Woosley

Title: Director of Human Services

Date: 9/19/2023 | 3:18:18 PM CDT  
\_\_\_\_\_

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY 2024 TEXAS ENDING HOMELESSNESS FUND**

**CONTRACT NUMBER 3024500001**

**ADDENDUM C**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

**City of San Antonio,**

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

The undersigned 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 or state 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 section (b) of this certification;

(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; and

(e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:

(1) Is in connection with this award;

(2) Reached its final disposition during the most recent five year period; and

(3) Is one of the following:

- i. A criminal proceeding that resulted in a conviction, as defined below;
- ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damage in excess of \$100,000; or
- iv. Any other criminal, civil, or administrative proceeding if:

1. It could have led to an outcome described in this section (e) paragraph (3) items (i) – (iii) of this award term and condition;
2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(4) For purposes of section (e) of this certification the following definitions apply:

- i. An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. A "conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subrecipient contracts, subcontracts and in all solicitations for subcontracts:

**"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS**

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

LOWER TIER PARTICIPANT/ SUBCONTRACTOR:

\_\_\_\_\_

[Signature]

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_”

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available, the Department may terminate this Contract for cause or default.

SUBRECIPIENT:

City of San Antonio,  
a political subdivision of the State of Texas

DocuSigned by:  
  
 By: \_\_\_\_\_  
65DCADF098D24AE...

Name: Melody Woosley  
Title: Director of Human Services

Date: 9/19/2023 | 3:18:18 PM CDT  
\_\_\_\_\_

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY 2024 TEXAS ENDING HOMELESSNESS FUND**

**CONTRACT NUMBER 3024500001**

**ADDENDUM D**

**PRWORA REQUIREMENTS**

**City of San Antonio,**

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

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

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

There are certain types of assistance that are not subject to the Act's restriction on access to public benefits based on immigration status. This includes activities that: (1) deliver in-kind services at the community level, (2) are necessary for the protection of life or safety, and (3) do not condition the provision of assistance on the applicant's income or resources. Generally, under the EH Fund State Rules, an activity that provides a public benefit to a Household that is Homeless is exempt, while an activity that is provided to a Household that is At-Risk of Homelessness is not exempt. However, if Subrecipient has adopted income-based criteria for the provision of assistance, than that activity may be subject to the Act. Yet, some activities do not provide a public benefit to a Household such as a case manager performing a Household eligibility determination or purchase of an HMIS database. Section 401(b)(1)(C) of the PRWORA also exempts "public health assistance for immunizations with respect to immunizable diseases and for testing and treatment of symptoms of communicable diseases whether or not such symptoms are caused by a communicable disease."

If Subrecipient is unsure of whether or not an activity is exempt from the Act, it should contact the Department before beginning the activity to receive a written determination

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

Subrecipient shall:

- (1) System Use.

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

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

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

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

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

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

(g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance. Contact information can be found at <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnnextoid=0d37dff79029310VgnVCM100000082ca60aRCRD&vgnnextchannel=0d37dff79029310VgnVCM100000082ca60aRCRD>

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

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

(j) Comply with the requirements of the Federal Information Security Management Act ("FISMA") (PL-107-347), Title III, Section 301 and OMB guidance as applicable to electronic storage, transport

of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;

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

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

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

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

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

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

(2) Monitoring and Compliance.

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

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

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

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

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

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

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

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

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

(3) Criminal Penalties.

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

(b) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. §552a(i)(1), and that any person who obtains this information under

false pretenses or uses it for any purpose other than as provided for in this Contract may be subject to criminal penalties.

(4) Third Party Liability.

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

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

(5) Points of Contact.

Abigail Versyp  
Director of Single Family and Homeless programs  
Texas Department of Housing and Community Affairs  
Community Affairs Division  
P.O. Box 13941  
Austin, TX 78711-3941  
Phone: (512) 475-0908  
Email: [abigail.versyp@tdhca.state.tx.us](mailto:abigail.versyp@tdhca.state.tx.us)  
USCIS SAVE Program MS 2620  
U.S. Citizenship and Immigration Services  
Department of Homeland Security  
Washington, DC 20529-2620  
ATTN: SAVE Operations

Phone: (888) 464-4218  
Email: [saveregistration@dhs.gov](mailto:saveregistration@dhs.gov)

USCIS SAVE Monitoring and Compliance MS 2640  
U.S. Citizenship and Immigration Services  
Department of Homeland Security  
Washington, DC 20529-2640  
Phone: (888) 464-4218  
Email: [save.monitoring@dhs.gov](mailto:save.monitoring@dhs.gov)

(6) Certification.

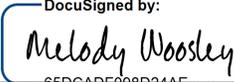
The undersigned hereby certifies to the Texas Department of Housing & Community Affairs that all information herein is true and correct to the best of their knowledge and belief. The purpose of this statement is to certify that City of San Antonio:

Is NOT a private nonprofit charitable organization and is an entity created by State Statute and affiliated with or is a state or governmental entity (such as a housing finance agency, public housing authority, unit of local government, council of governments, county, etc.)

Certification must have the signature from a representative with authority to execute documents on the Subrecipient's behalf.

SUBRECIPIENT:

City of San Antonio,  
a political subdivision of the State of Texas

By:  \_\_\_\_\_  
65DCADF080D24AE...

Name: Melody Woosley

Title: Director of Human Services

Date: 9/19/2023 | 3:18:18 PM CDT

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY 2024 TEXAS ENDING HOMELESSNESS FUND**

**CONTRACT NUMBER 30245000001**

**EXHIBIT A**

**PERFORMANCE STATEMENT**

**City of San Antonio,**

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

Subrecipient shall carry out the following activities identified herein by implementing a Texas Ending Homelessness Fund (“EH Fund”) for homeless assistance, prevention, emergency shelter operations, essential services, case management, and administration as stated in 10 TAC §7.27 and in accordance with the EH Fund State Rules.

Close-Out Period:           Ends forty-five (45) calendar days after the Contract Term

Contract Term:             September 1, 2023 – August 31, 2024

DS  
BJ

Service Area:               City of San Antonio

**Program Activities**

Subrecipient agrees to perform the following measurable activities:

**A. Served**

1. Persons entering EH projects:	22
2. Persons experiencing Homelessness served with essential services:	2
3. Persons At-risk of Homelessness served with essential services:	4
4. Persons served with Homeless Assistance (“HA”):	7
5. Persons served with Homelessness Prevention (“HP”):	8
6. Persons who used a day or night shelter:	0
7. Persons served with Case Management:	22

**B. Outcomes**

1. Persons experiencing Homelessness who maintained housing for three months after EH FUND exit:	2
2. Persons At-risk of Homelessness who maintained housing for three months after EH FUND exit:	2

**C. New Beds**

1. New beds created through Shelter Construction:	0
2. New beds created through Shelter Rehabilitation:	0

3. New beds created through Shelter Conversion:

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0

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**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY 2024 TEXAS ENDING HOMELESSNESS FUND**

**CONTRACT NUMBER 3024500001**

**EXHIBIT B**

**CONTRACT BUDGET**

**City of San Antonio,**

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

**I. DEPARTMENT FINANCIAL OBLIGATIONS**

Additional funds may be obligated via Amendment(s) during the Contract Term. Funds may only be obligated and expended during the current Contract Term, and reported during the Close-Out Period. Unexpended fund balances will be recaptured.

**II. BUDGET FOR AVAILABLE ALLOCATIONS**

ADMINISTRATION	\$5,184.00
CASE MANAGEMENT SALARY	\$0.00
CONSTRUCTION/REHABILITATION/CONVERSION	\$0.00
ESSENTIAL SERVICES	\$3,920.00
FINANCIAL ASSISTANCE - HOMELESS ASSISTANCE	\$25,000.00
FINANCIAL ASSISTANCE - HOMELESSNESS PREVENTION	\$30,000.00
OPERATIONS	\$0.00
<b>TOTAL FUNDS AWARDED</b>	<b>\$64,104.00</b>

DS  
BJ

**III. FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:**

Denotes that the Subrecipient must request in writing any adjustment needed to a budget category before the Department will make any adjustments to the budget categories. Only those written request(s) from Subrecipient received at least thirty (30) calendar days prior to the end of the Contract Term will be reviewed. The Department may decline to review written requests received during the final thirty (30) calendar days of the Contract Term.