

STATE OF TEXAS {} ECONOMIC DEVELOPMENT
 {}
COUNTY OF HIDALGO {} PROGRAM AGREEMENT

This Economic Development Program Agreement (the "Agreement") is entered into and between the COUNTY OF HIDALGO, TEXAS ("COUNTY"), a political subdivision of the State of Texas, and Valley Initiative for Development and Advancement ("VIDA"), a non-profit corporation of the State of Texas. (collectively the "Parties").

WITNESSETH

WHEREAS, the County of Hidalgo on August 8, 2007 entered into a non-financial Memorandum of Understanding between it and various educational institutions, governmental organizations and elected officials the purpose of which is to establish a cooperative working relationship and commitment among the various entities through the Coalition for Building Future Talent;

WHEREAS, the Hidalgo County Commissioners Court on the 13th day of November, 2008 passed a Resolution authorizing the County Judge to develop and administer economic development programs in accordance with the Texas Local Government Code §381.004;

WHEREAS, VIDA will assist economically disadvantaged, underemployed & unemployed adults in Hidalgo County gain employment through skills development training for demand occupations in allied health in accordance with the goals and objectives of the Building Future Talent Program of Hidalgo County for stimulating local economic development and encouraging business location and commercial activity in the county; and

WHEREAS, COUNTY believes that VIDA's program promotes economic development and provides a public benefit because it promotes and provides skills development programs that seek to improve the quality of life for residents of Hidalgo County and promotes the retention and attraction of jobs requiring the skills promoted through VIDA's program; and

WHEREAS, COUNTY believes that the services to be provided by VIDA are in accord with the Memorandum of Understanding and Texas Local Government Code §381.004;

NOW, THEREFORE, under the authority of the Texas Local Government Code §262.024(a)(10), and Texas Local Government Code §381.004, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to provide partial funding of a program that provides skills development programs to individuals with barriers to employment to help them achieve long-term sufficiency (the "Project"). The result will be employment in jobs that pay a high wage with benefits and upward mobility. Services will be coordinated and administered by VIDA whose corporate offices are located at 1715 E. Pike Boulevard, Weslaco, Texas 78596.

ARTICLE II
TERM

2.01 The term of this Agreement is for twelve (12) months beginning April 12, 2013 and ending April 11, 2014

ARTICLE III SERVICES

3.01 VIDA will operate the Project, through which it will provide skills development programs, job placement services and supportive services to economically disadvantaged, underemployed and unemployed individuals who reside in Hidalgo County. VIDA will also assist economically disadvantaged, underemployed or unemployed individuals who fulfill one of the following two priority areas:

- a. Reside in Hidalgo County and have an active case pending before the Child Abuse and Neglect Court; and
- b. Reside in Hidalgo County and have an active case assigned to the Drug Court.

No less than 50% of the total number of individuals served shall reside in the suburban cities and unincorporated areas of Hidalgo County.

3.02 VIDA shall perform the Project in accordance with Exhibit "A" (project description, performance goals and objectives)

3.03 Supportive services eligible for reimbursement through this Agreement include only the following line-items: transportation, child care, tuition, test fees, books/materials/uniforms, tools and equipment, training aids, rent, utilities and medical.

ARTICLE IV
WARRANTY OF COMPLETION

4.01 VIDA shall complete the Project in the event that allocated funds are not available or sufficient to cover total Project costs and warrant that VIDA has the means and resources to ensure completion of the Project in such an event.

ARTICLE V
CONSIDERATION

- 5.01 For services rendered under this Agreement, COUNTY will pay to VIDA an amount not to exceed \$250,000.00, in accordance with Exhibit "B". Requests for budget revisions shall be submitted by VIDA to COUNTY for approval.
- 5.02 VIDA will submit to COUNTY'S EXECUTIVE OFFICER on a monthly basis, no later than ten (10) business days after the close of each month, an itemized billing package and performance report for the prior month, the formats for which are attached hereto and incorporated herein as Exhibit "C".
- 5.03 VIDA shall provide written confirmation that the individuals listed in the monthly report reside in Hidalgo County or fulfill one of the two priority areas listed in Article III. Should any individuals listed in Exhibit "C" monthly report relocate outside Hidalgo County or not fulfill one of the two priority areas listed in Article III, that person shall be immediately removed from the Project. VIDA may, with written approval by the COUNTY, replace that individual but may only expend the balance of the funds allocated to the slot of the individual that was removed.
- 5.04 VIDA shall submit to COUNTY Executive officer such other reports as may be requested By COUNTY to document VIDA's liabilities under this agreement.
- 5.05 After receipt of and approval by COUNTY of VIDA's billing package, COUNTY shall pay to VIDA an amount equal to the total amount of such billing package or in equal monthly installments, subject to deduction of any costs questioned or not allowable. Delinquent or unacceptable billing to COUNTY by VIDA, however, shall excuse delay of payment by COUNTY.
- 5.06 Within ten (10) working days of COUNTY's written request, VIDA shall refund to COUNTY any sum of money paid by COUNTY to VIDA which COUNTY has determined:
- a. Resulted in overpayment to VIDA;
 - b. Has not been spent by VIDA strictly in accordance with the terms of this Agreement; or
 - c. Is not supported by adequate documentation to fully justify the expenditure.
- 5.07 Upon termination of this Agreement, all unclaimed (30 days or older) salaries and wages must be returned to COUNTY in the following format:
- a. A cashier's check for the net total amount payable to "County of Hidalgo" shall be sent to the Hidalgo County Treasurer's Office (with a copy to the Hidalgo County's Executive Officer); and
 - b. A listing showing each person's social security number, full name, last known complete address and amount owing to each individual.

ARTICLE VI PERFORMANCE

- 6.01 Performance for the purpose of meeting contracted program requirements shall be determined based upon projected levels to clients to be served and expenditure levels.

- a. No less than 45% of the projected number of participants will have started or completed skills development training within FIVE (5) months after the commencement of the contract and no less than 40% of the allocated funds will have been expended.
- b. No less than 75% of the projected number of participants will have started or completed skills development training within nine (9) months after the commencement of the contract and no less than 75% of the allocated funds will have been expended.

VIDA will provide the Hidalgo County Executive Officer with a memo assuring these requirements have been met no later than 10 business days after the deadlines established in this Article 6.01.

6.02 VIDA's non-performance may result in termination or withholding of funds.

ARTICLE VII REVIEW

- 7.01 The Hidalgo County Executive Officer shall be the primary contact regarding this Agreement.
- 7.02 In the event VIDA utilizes subcontractors in performing any obligation required by this Agreement, the Hidalgo County Executive Officer shall, prior to execution of all contractual agreements, review and approve the selection process, bidding procedures and all proposed agreements, if any, entered into by VIDA.
- 7.03 COUNTY will determine what is eligible for reimbursement under this Agreement in accordance with the items listed in Article III and incorporated herein as Exhibit "B".

ARTICLE VIII PROGRAM RECORDS & REQUIREMENTS

- 8.01 VIDA agrees to comply with all federal, state and local laws and ordinances applicable to COUNTY for the work or services under this Agreement.
- 8.02 VIDA shall maintain all financial records in accordance with Cost Principles for Non-profit Organizations, OMB Circular A-122, Audits Other Non-profit Organizations, OMB Circular A-133, and Administrative Requirements for Grants and Agreements with other Non-profit Organizations, OMB Circular A-110. These circulars will be made part of all agreements pertaining to the Project.
- 8.03 COUNTY shall have no obligation to pay VIDA until a representative of COUNTY has reviewed VIDA's fiscal and accounting procedures to insure compliance with federal requirements.
- 8.04 COUNTY EXECUTIVE OFFICER OR DESIGNEE may conduct, at minimum, two (2) monitoring visits to VIDA's project site to determine performance and compliance with the terms of this Agreement.
- 8.05 VIDA shall maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds.

8.06 VIDA shall allow any duly authorized representative of COUNTY, at all reasonable times, to have access to and the right to inspect copy, audit and examine all such books, records and other documents of closeout procedures respecting this Agreement, until final settlement and conclusion of all issues arising out of this activity are completed.

8.07 VIDA agrees that the expenditure of funds pursuant to this Agreement shall be audited as part of the annual audit performed on VIDA by an independent auditor hired and paid by VIDA. The audit, with respect to the funds under this Agreement, shall be performed in accordance with the requirements of OMB Circular A-133. The audit report will include VIDA's expenditures and revenues for the same time period as VIDA's fiscal year.

ARTICLE IX TERMINATION AND DEFAULT

9.01 COUNTY may suspend or terminate this Agreement if VIDA materially fails to comply with any term herein. This Agreement may also be terminated for convenience with thirty (30) day written notice. COUNTY agrees to pay VIDA for the amount of work completed up to the termination of this Agreement.

9.02 Upon termination of this Agreement, VIDA shall transfer to COUNTY all General funds, if any, along with any accounts receivable attributable to unexpended General funds within three (3) business days.

ARTICLE X FURTHER REPRESENTATION, WARRANTIES AND COVENANTS

10.01 VIDA further represents and warrants that:

- a. All information, data or reports ever provided or to be provided to COUNTY is, shall be and shall remain complete and accurate as of the date shown on the information, data or report and that since said date shown, shall not have undergone any material change without written notice to COUNTY.
- b. Any supporting financial statements ever provided or to be provided to COUNTY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of VIDA on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to COUNTY, there has been no material change, adverse or otherwise, in the financial condition of VIDA.
- c. No litigation or proceedings are presently pending or threatened against VIDA relating to the Agreement or Project.
- d. None of the provisions contained herein contravene or in any way conflict with the authority under which VIDA is doing business or with the provisions of any existing obligation or agreement of VIDA.
- e. VIDA has the legal authority to enter into this Agreement and accept payments hereunder and has taken all necessary measures to authorize such execution of contract and acceptance of payments pursuant to the terms and conditions thereof.

ARTICLE XI
PERFORMANCE RECORDS AND REPORTS

11.01 As often and in such form as COUNTY may require, VIDA shall furnish to COUNTY such performance records and reports as deemed by COUNTY as pertinent to matters covered by this Agreement.

ARTICLE XII
INSURANCE

12.01 Actual losses not covered by insurance as required by this Article shall be unallowable costs under this Agreement and shall therefore remain the sole responsibility of VIDA.

12.02 VIDA shall comply with applicable workers compensation statutes and shall provide and maintain proof of workers compensation insurance coverage with a waiver of subrogation provided in favor of COUNTY.

12.03 VIDA shall maintain and provide proof of general liability insurance of not less than \$1,000,000 naming COUNTY as additional insured.

12.04 VIDA shall maintain adequate insurance against fire, loss, or theft of all non-expendable property acquired hereunder and shall provide proof of such insurance naming COUNTY as additional insured.

ARTICLE XIII
INDEMNIFICATION

13.01 Excluding willful acts or omissions on the part of COUNTY, its employees, agents, officers or contractors and insofar as it legally may, VIDA covenants and agrees to indemnify and save harmless COUNTY, its employees, agents, officers or contractors, from and against any and all liability claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of notion of any and every kind and nature arising or growing out of or in any way connected with this Agreement, including COUNTY's own negligence. This obligation to indemnify shall include the retention of legal counsel and investigation costs and all other reasonable costs, expenses and liabilities arising from the initial notice that a claim or demand has been made, is to be made or may be made.

13.02 VIDA is and shall be deemed to be an independent contractor and operator responsible to all third parties for its respective acts or omissions and that COUNTY shall in no way be responsible therefore.

13.03 VIDA shall include an indemnification clause in any and all contracts, subcontracts or agreements which may arise out of this Agreement:

Contractor/Subcontractor shall indemnify and hold harmless Hidalgo County from any and all damages, losses or liabilities of any kind, whatsoever, by reason of injury to third persons occasioned by any negligent act, error or omission of the Contractor/Subcontractor, its officers, agents, employees, or other persons for whom the Contractor/Subcontractor is legally liable, in rendering or failing to render services with regard to performance of the contract. The Contractor will at their cost and expense, defend and protect Hidalgo County against any and all such claims and demands.

13.04 COUNTY is in no way a guarantor or warrantor of this Project and all claims, actions or causes of action arising from the Project are the responsibility of VIDA.

ARTICLE XIV
EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

14.01 VIDA shall comply with all applicable local, state and federal equal employment opportunity and affirmative action rules, regulations and laws.

14.02 In the event of non-compliance by VIDA (or VIDA's subcontractors) with local, state and federal equal employment opportunity and affirmative action rules, regulations and laws, VIDA may be barred from further contracts with COUNTY.

ARTICLE XV
CONFLICT OF INTEREST

15.01 VIDA shall comply with all of the applicable conflict of interest provisions found in 24 CFR 570.611

ARTICLE XVI
POLITICAL ACTIVITY

16.01 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

ARTICLE XVII
SECTARIAN ACTIVITY

17.01 None of the performance rendered hereunder shall involve, and no portion of funds received hereunder shall be used, either directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

ARTICLE XVIII
PUBLICITY

18.01 When appropriate, as determined by and upon written approval of COUNTY, VIDA shall publicize the activities conducted by VIDA pursuant to the terms of this Agreement. In any news release, sign, brochure, or other advertising medium disseminating information prepared or distributed by or for VIDA, however, mention shall be made of Hidalgo County funding and COUNTY participation having made this Project possible.

ARTICLE XIX

PUBLICATIONS

19.01 All published materials and written reports submitted pursuant to this Agreement shall be originally developed unless otherwise specifically provided for herein. If material not originally developed is included in report, however, said material shall have its source identified, either in the body of the report or by footnote, regardless of whether the material is in a verbatim or extensive paraphrase format.

ARTICLE XX RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

20.01 All reports, documents, studies, charts, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by VIDA, shall, upon receipt, become property of the COUNTY.

ARTICLE XXI CHANGES AND AMENDMENTS

21.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing, dated subsequent to the date hereof, and executed by both COUNTY and VIDA.

21.02 Changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as the effective date of the rule, regulation or law.

21.03 VIDA shall notify COUNTY in writing of any proposed change in physical location for work to be performed pursuant to the terms of this Agreement. Such notice shall be provided by VIDA to COUNTY at least thirty (30) calendar days in advance of the proposed change.

ARTICLE XXII NOTIFICATION OF ACTION BROUGHT

22.01 In the event that any claim, demand, suit, proceeding, cause of action or other action (hereinafter collectively referred to as "Claim") is made or brought against VIDA, VIDA shall give written notice thereof to COUNTY within five (5) working days after receiving notice of the Claim. VIDA's notice to COUNTY shall state the date and hour of notification to VIDA of the Claim, the names and addresses of those instituting or threatening to institute the Claim, the basis of the Claim and the names) of any other against whom the Claim is being made or threatened. Written notice pursuant to this Article shall be delivered by certified mail in accordance with this Agreement.

ARTICLE XXIII ASSIGNMENTS

23.01 VIDA shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising hereunder, without first procuring the written approval of COUNTY. Any attempt at transfer, pledge or other assignment shall be void and shall confer no rights upon any third person.

ARTICLE XXIV
WAIVER OF PERFORMANCE

- 24.01 No waiver by COUNTY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of COUNTY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.
- 24.02 No act of omission of COUNTY shall in any manner impair or prejudice any right, power, privilege, or remedy available to COUNTY hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.
- 24.03 No representative or agent of COUNTY may waive the effect of the provisions of this Article.

ARTICLE XXV
REVERSION OF ASSETS

- 25.01 All funds provided hereunder and all equipment, supplies and materials acquired hereunder on hand, available to, or in the actual or constructive possession of VIDA at the time of expiration of this Agreement, and any accounts receivable attributable to the use of funds provided hereunder shall be transferred to COUNTY, unless otherwise specified in this Agreement.

ARTICLE XXVI
ENTIRE AGREEMENT

- 26.01 This Agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE XXVII
INTERPRETATION

- 27.01 In the event any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, COUNTY as the Party ultimately responsible for matters of compliance, shall have the final authority to render or secure an interpretation.

ARTICLE XXVIII
NOTICES

- 28.01 For purposes of this Agreement, all official communications and notices among the Parties

shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

COUNTY:

Valde Guerra, Executive Officer
Hidalgo County Executive Office 2818
S. Bus. Hwy. 281
Edinburg, Texas 78539

VIDA:

Myra Caridad Garcia, Executive Director Valley
Initiative for Development and Advancement
(VIDA)
1715 E. Pike Boulevard
Weslaco, Texas 78596

ARTICLE XXIV
PARTIES BOUND

29.01 This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

ARTICLE XXX
GENDER

30.01 Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

31.01 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

ARTICLE XXXII
COMMITMENT OF CURRENT REVENUES ONLY

32.01 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligation of Buyer under this agreement, Buyer may terminate this Agreement upon (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

ARTICLE XXXIII
TEXAS LAW TO APPLY

33.01 This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable in Hidalgo County, Texas.

ARTICLE XXXIV
LEGAL CONSTRUCTION

34.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XXXV
AMENDMENT

35.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof and duly executed by the parties hereto.

IN WITNESS THEREOF, this Agreement is executed in duplicate originals this ____ day of April, 2013.

COUNTY:
COUNTY OF HIDALGO

VIDA:

By: _____
Ramon Garcia
County Judge

By:  _____
Myra Caridad Garcia
Executive Director

ATTEST:

APPROVED AS TO FORM:

By: _____
Arturo Guajardo, Jr.
County Clerk

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

BY:  _____
Josephine Ramirez Solis

EXHIBIT "A"
Scope of Work

Valley Initiative for Development and Advancement (VIDA) proposes to provide services to Hidalgo County that will further the following goals and objectives of the Building Future Talent Program for attracting, retaining, and developing talent that meets the needs of current industry and supports the development of future business location in the area:

- (1) Strengthen skills development and career advancement;
- (2) Develop higher skill and higher wage jobs; and,
- (3) Address professional shortage areas (e.g., allied health).

VIDA will continue, in alliance with vested workforce development partners, with a proactive program of work that has proven to be **solid investment in the transformation of the community's workforce and thus impacting sustainable economic growth in the region.** Since its inception, VIDA's mission has been *...to address employers' needs for a skilled workforce.* VIDA's program of work is directly tied to the demand occupation opportunities in the community.

In alignment with the ISD, employers, local institutions of higher education and in particular with STC and UTPA, VIDA will augment the demand driven focus by implementing the *Building Future Talent Program* specifically by increasing Allied Health employment opportunities in Hidalgo County. The Allied Health industry sector has independently demonstrated the fastest growing area of demand for an array of skill sets as well as the fastest growing in new business investment and expansion of existing entities in Hidalgo County. Accordingly, the County of Hidalgo seeks to further invest in preparedness programs for development of the skills sets required to meet the needs of the rapidly growing health care sector.

As part of the County's *Building the Future Talent Program* VIDA will augment the efforts in the recruitment, assessment, career counseling, training and job placement support in the Allied Health industry sector. VIDA, as part of the Building Future Talent Program, will specifically address the need for "available skilled labor force" which is the #4 site selection criteria in the recruitment of new industry (Site Selection Dec. '07).

The Demand

The .Industry Cluster Analysis for the Lower Rio Grande Valley study prepared for Workforce Solutions, Inc. by TIP Strategies identified the **Top 20 Occupations Based on 2000-2014 Forecast** and ranked demand occupations as follows: Registered nurses (#1), Home health aides (#2) personal and home care aides (#3) nursing aides (#6),

licensed and vocational nurses (#7), and medical assistants (#20). These industry indicators in Allied Health require Hidalgo County to prepare our residents to take advantage of these opportunities by development the training programs required by the employers.

VIDA currently has open job orders from hospitals in Hidalgo County with immediate vacancies of over 150 Allied Health related positions with starting pay ranging from \$12.75 to \$29.50 per hour-rates that are higher than the \$9.41 median hourly wage for the county. This reflects only a portion of the demand in this sector as t h e a multitude of private practice, clinics, home health care, and nursing homes vying for these trained individuals.

Community Awareness (Student Outreach I Employer Development)

VIDA will launch an aggressive outreach program to the underserved population in Hidalgo County pockets not traditionally tapped. VIDA will utilize its traditional community based participant recruitment methods but will also augment through PSA's on radio and television when possible. An organized and consistent effort will be developed to work with the high schools to inform the students about the VIDA opportunities in the specific sectors herein defined. It is our intent to do these orientations immediately preceding the job fairs so that the students will be better informed about the existing employment demand, the income opportunities, and the availability of immediate assistance to initiate their training in these sectors. VIDA will work with the various public assistance organizations and collaborate closely with the work force board to provide each with the specifics of the Building Future Talent Program they too can serve to disseminate the information when applicable.

This community awareness effort serves to meet a multitude of objectives: (1) Educate our workforce about the existing demands in the workplace for which we are structured to provide immediate and complete assistance for them to take advantage; (2) Educate the community at large about the aggressive and focused efforts that the County of Hidalgo and the vested work force development partners have in place to meet the job demands and grow the economic base; (3) Inform our existing employers that the community is here well after their recruitment to help develop the quality workforce that they need to grow their business.

Specifically, VIDA will provide the following services:

Skills Development Programs in ALLIED HEALTH Programs of Study

The program will provide for the following workforce training and development areas:

- Pre-Post Secondary Occupation and Training Programs (Pre-PSOT)
- Certificate Training Programs

- Customized Training Programs
- Support Services, including transportation, child care, and social services referral, emergency living expenses.
- Comprehensive Case Management, including Career Planning, Counseling services, and Follow Up Services

Pre Post Secondary Occupation and Training Programs (Pre-PSOT)

Pre-PSOT programs are designed to give students a leg up in their quest for completing a one year or two year training program leading to self-sufficiency. The components that are completed during this phase are critical to one's ability to qualify for certificates and include such core areas as THEA, and other Allied Health Pre-Requisites.

Certificate Training Programs

One year Certificate Training programs allow for students to enter gainful employment on a relatively short term basis. VIDA will sponsor one year training programs in Allied Health. Two year Certificate Training and/or Associates Degree programs are designed for students who are able to undertake a more substantial commitment toward achieving their educational and career goals. VIDA will sponsor two year training programs in Allied Health.

Customized Training Programs

Customized Training Programs allow for students to enter gainful employment on a short term basis. These programs are designed to be flexible and can be completed in as little as three months. Programs in this area will be Allied Health related and may include programs such as a customized Patient Care Assistant (PCA) Program designed to transition C.N.A's to PCA's.

Support Services: including transportation and social services referral

Critical to the success of VIDA programs is the commitment to provide adequate and effective support services. Program participation depends in large part to being able to reduce barriers to participation in the training programs. VIDA places a high premium on its ability to provide support services which include but are not limited to work transition courses, transportation, books, tools, childcare, and/or emergency financial assistance. The provision of support services for each participant varies on each one's particular needs during the course of the training program. Prior to program inclusion, VIDA conducts a thorough assessment of a prospective participant's situation which affects their ability to undertake a significant educational commitment. VIDA ensures with each participant that they are able and willing to make the sacrifices needed to complete their goals. VIDA maintains a "career plan" with each prospective participant. However, VIDA also believes in providing all the requisite support services that will facilitate program completion.

Comprehensive Case Management, including Career Planning, Counseling services, and Follow Up Services

At the heart of VIDA services and integral to overall program success, is VIDA's belief in managing risk through relationships. VIDA maintains a professional staff of counselors who strive for excellence in their work and never tire of helping to solve the problems and barriers people face while they commit to completing their educational and employment goals. Case managers meet

with participants weekly in group sessions to discuss concepts such as coping with stress, effective study techniques, and social responsibility. Counselors also meet with participants individually to help address individual barriers such as family difficulties, personal finances and course difficulties. The counselor acts as a facilitator whose role is to empower students to take control of their situation and ensure the student's successful completion of the program, thus helping participants learn to balance school, home and family.

VIDA counselors take pride building a solid working relationship with the participant in order to mitigate attrition by allowing for a meaningful counselor/student relationship that is needed to solve the barriers and challenges that students face.

Goals, Objectives & Performance Indicators

Targets and Outcomes

Number of VIDA participants trained: 45 Number

of Completers: 80% (or more) Number receiving

counseling: 100% Number receiving career

planning: 100% Number receiving support

services: 100%

Number receiving job placement services: 80% (or more)

VIDA will operate the project to economically disadvantaged, underemployed, and underemployed individuals that meet VIDA eligibility criteria:

- Eighteen (18) years of age or older
- Legal Resident of the United States
- Permanent Residence in Hidalgo County
- AND meet one or more of the following criteria:
 - Receiving Food Stamps, TANF
 - Low income with family responsibilities
 - Underemployed (less than \$8.50/hr.) individuals with family responsibilities
 - Unemployed individuals with family responsibilities

In addition, individuals who fulfill one of three following priority areas will be assessed for eligibility:

- Reside in Hidalgo County and have an active case pending before the Child Abuse and Neglect Court
- Reside in Hidalgo County and have an active case assigned to the Drug Court

Exhibit "B"

VIDA Sector Strategy Initiative for Work Force Development HIDALGO COUNTY	
BUDGET ITEMS	April 12, 2013 to April 11, 2014 Projected Expenditures
DIRECT TRAINING PROGRAM MANAGEMENT SERVICES	
TRANSITION/ EMPLOYMENT TRAINING AND PLACEMENT SERVICES <ul style="list-style-type: none"> • Community Outreach , Assessment, and Aptitude Testing • Case Management • Career Counseling • Transition Services During Training (Counseling, mentoring and tutorial) • College Preparation Workshops • Orientation Classes • Job Preparation Classes • Job Placement Assistance • Monitoring, Oversight, Reporting and Follow –up • Computer Lab for Testing, Research, Resume editing • Direct Program Management Staffing Costs (Counselors) • Program Operating Expenses (Printing, Supplies, Telephone and Indirect Costs) <p>Direct Program Management Costs for the following services: GED-Region One: PSOT-STC in Allied Health. STC Workforce Academy and Pre-PSOT Training Programs.</p>	
SUB-TOTAL	\$ 55,000
JOB TRAINING AND SUPPORT SERVICES	
45 Participants/ Students <u>New Applicants; Roll-Over/ Continuing Program/ Graduates</u>	
<u>Training:</u> Tuition, Fees, Books, Testing fees, Mandatory curriculum based equipment uniforms or tools.	\$117,000
<u>TIER I – Pre-PSOT – SECONDARY OCCUPATIONAL JOB TRAINING ASSISTANCE –Student Preparedness programs and Assistance Funds</u> College Prep Programs: THEA (Texas Higher Education Assessment), ACCUPLACER Life Skills, Study Skills, Skill Standards Prep Courses, GED (program specific entry exams)	
<u>TIER II – POST SECONDARY OCCUPATIONAL JOB TRAINING ASSISTANCE FUNDS</u> STC, UT-Pan American, TSTC, UT-Brownsville certification and associates programs in the programs of study herein referenced.	
<u>TIER III – Customized Training</u>	
<u>Support Services:</u> Child Care, Transportation, Emergency Living Expenses, Uniforms and/or Interview Attire and Other.	\$45,500
SUB-TOTAL	\$162,500
VIDA Administrative Costs	\$ 32,500
TOTAL PROGRAM BUDGET	\$ 250,000

VIDA
HIDALGO COUNTY
EXPENDITURE REPORT
 As Of: April 30, 2013

GRANT PERIOD: April 12, 2013 to April 11, 2014							Revenue Budget
DESCRIPTION	AWARD	Payment	Payment	Payment	Total Payments	Balance	
Total Project Funding:	\$ 250,000.00				\$ -	\$ 250,000.00	
EXPENDITURES							
EXPENDITURES	Budget	2013 April 12-30	2013 May	2013 June	Expenses To Date	Expense Budget Balance	
JOB TRAINING:	\$ 162,500.00				\$ -		
Training & Support Services					\$ -		
TOTAL TRAINING:		\$ -	\$ -	\$ -	\$ -		
Encumbrances (Active Students)							
TOTAL TRAINING & ENCUMBRANCES:					\$ -	\$ 162,500.00	
ADMINISTRATIVE COSTS:	32,500.00						
Salaries					\$ -		
Fringe Benefits					-		
Operational					-		
TOTAL ADMINISTRATIVE:		\$ -	\$ -	\$ -	\$ -	\$ 32,500.00	
DIRECT PROGRAM COSTS:	55,000.00						
Salaries					\$ -		
Fringe Benefits					-		
Operational					-		
TOTAL DIRECT PROGRAM:		\$ -	\$ -	\$ -	\$ -	\$ 55,000.00	
TOTAL EXPENSES:		\$ -	\$ -	\$ -	\$ -	\$ 250,000.00	
TOTAL BUDGET:	\$ 250,000.00						
TOTAL EXPENSES/ENCUMBRANCES:	-						
BUDGET BALANCE:	\$ 250,000.00						



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brisky & Perez Insurance Agency, Inc. 5 Cove Circle Brownsville TX 78521-2661	CONTACT NAME: Cora Ruiz	
	PHONE (A/C No. Exp): (956) 941-9115	FAX (A/C No.): (956) 550-0154
	E-MAIL ADDRESS: cora@bpia.us	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Texas Mutual Insurance Company	NAIC #: 22945
	INSURER B: Philadelphia Indemnity Ins.Co.	18058
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: **CL133501120** REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD. COVER (INSR / MOD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (EA occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/CP AGG \$
						\$
	GENL AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>					BODILY INJURY (Per accident) \$
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					AGGREGATE \$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATUTORY LIMITS OFF-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SBP0001058084	6/30/2012	6/30/2013	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Directors & Officers Liab		PBSD744937	6/30/2012	6/30/2013	Part 1 D&O Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Hidalgo County 2818 S. Business Hwy 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

INS025 (201005).01

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2012

PRODUCER
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

INSURED
VIDA
1715 E PIKE BLVD
WESLACO TX 78586-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN HALLMARK INSURANCE	
INSURER B	
INSURER C	
INSURER D	
INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR. INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC	44PB416441-14	07/01/2012	07/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	44PB416441-14	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	44CU416442-13	07/01/2011	07/01/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATL TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER PROPERTY	44PB416441-14	07/01/2012	07/01/2013	CONTENTS (5 LOC) 197,000 DEDUCTIBLES 1,000 1% WIND/HAIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PROOF OF COVERAGE

CERTIFICATE HOLDER
HIDALGO COUNTY
2818 S BUSINESS HWY 281
EDINBURG TX 78539-

CANCELLATION AI 108452
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE *[Signature]*