

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE AGREEMENT

This Economic Development Program Agreement (the "Agreement") is entered into by and between the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as the ("COUNTY"), a political subdivision of the State of Texas, and VALLEY INITIATIVE FOR DEVELOPMENT AND ADVANCEMENT ("VIDA"), a Texas non-profit corporation, and hereinafter referred to as the ("CONTRACTOR"), herein after referred to collectively as the ("Parties").

WITNESSETH

WHEREAS, Hidalgo County is authorized pursuant to Section §381.004 (b) of the Texas Local Government Code, to develop and administer state and local economic development programs for the purpose of stimulating business and commercial activity in the County;

WHEREAS, the Hidalgo County Commissioners Court created the "Hidalgo County Literacy Program" on March 3, 2015, under the authority of the Texas Local Government Code §381.004(b)(6), focused on assisting economically disadvantaged, underemployed & unemployed residents gain employment through skills development training for demand occupations;

WHEREAS, the Hidalgo County Commissioners Court on the 17th day of March, 2015 passed a Resolution creating the Advancing Career Education Initiative, hereinafter referred to as ("ACE") to assist economically disadvantaged, underemployed & unemployed Hidalgo County residents with barriers to employment to gain employment through skill development programs that allow them to achieve long-term sufficiency and upward mobility;

WHEREAS, pursuant to Section 381.004, County is authorized to spend public funds and provide personnel and services of the county to develop such programs and to contract with another entity for the administration of such an economic development program;

WHEREAS, COUNTY desires to enter into an agreement with CONTRACTOR whereby CONTRACTOR will the Initiative (as hereinafter defined), and CONTRACTOR desires to operate the Initiative; and

NOW, THEREFORE, under the authority of the Texas Local Government Code §381.004, the Parties agree as follows:

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to provide full funding of an initiative that provides skills development programs to individuals with barriers to employment to help them achieve long-term sufficiency (the "Initiative"). The result will be employment in jobs that pay a high wage with benefits and upward mobility. Services will be coordinated and administered by CONTRACTOR whose corporate offices are located at 417 S. Ohio, Mercedes,

Texas 78570.

ARTICLE II

TERM

- 2.01 The term of this Agreement is for twelve (12) months beginning January 1, 2017 and ending December 31, 2017

ARTICLE III

SERVICES

- 3.01 CONTRACTOR will operate the Initiative, through which it will provide skills development programs, job placement services and supportive services to economically disadvantaged, underemployed & unemployed individuals who reside in Hidalgo County and meet the following criteria:

- Eighteen (18) years of age or older
- Receiving Food Stamps, TANF
- Low income with family responsibilities
- Underemployed (less than \$8.50/hr.) individuals with family responsibilities
- Unemployed individual with family responsibilities

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 CONTRACTOR shall perform the Initiative in accordance with Exhibit "A" (Initiative description, performance goals and objectives), attached and incorporated herewith as part of this Agreement.
- 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 expenses.

ARTICLE IV

WARRANTY OF COMPLETION

- 4.01 CONTRACTOR shall complete the Initiative in the event that allocated funds are not available or sufficient to cover total Initiative costs. CONTRACTOR warrants that CONTRACTOR has the means and resources to ensure completion of the Initiative in such an event. CONTRACTOR obligations under the Agreement may be scaled back or eliminated commensurate with available funding from the COUNTY.

ARTICLE V

CONSIDERATION

- 5.01 For services rendered under this Agreement, COUNTY will pay to CONTRACTOR an

amount not to exceed **\$187,000.00**, in accordance with Exhibit "B". Requests for budget revisions shall be submitted by CONTRACTOR to COUNTY for approval.

- 5.02 CONTRACTOR will submit to the COUNTY JUDGE'S OFFICE, as denoted under ARTICLE XX1, Section 21.01 of this Agreement, 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 by reference herein as Exhibit "C". A copy of these reports should also be sent to County's Executive Office and Budget and Management Department.
- 5.03 CONTRACTOR 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 of the 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 Initiative. CONTRACTOR 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 CONTRACTOR shall submit to the COUNTY JUDGE'S OFFICE such other reports as may be requested by COUNTY to document CONTRACTOR'S liabilities under this Agreement.
- 5.05 After receipt of and approval by COUNTY of CONTRACTOR'S billing package, COUNTY shall pay to CONTRACTOR within thirty (30) days an amount equal to the total amount of such billing package or in equal monthly installments, subject to deduction of any costs not allowed under the program. Delinquent or unacceptable billing and reporting to COUNTY by CONTRACTOR, however, shall excuse delay of payment by COUNTY.
- 5.06 Within thirty (30) working days of COUNTY's written request, CONTRACTOR shall refund to COUNTY any sum of money paid by COUNTY to which COUNTY has determined:
 - a. Resulted in overpayment to CONTRACTOR;
 - b. Has not been spent by CONTRACTOR 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, if applicable, 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 County Judge's Office); and
 - b. A listing showing each person's 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.

CONTRACTOR will provide the COUNTY JUDGE'S OFFICE 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 CONTRACTOR'S non-performance may result in termination or withholding of funds.

ARTICLE VII

REVIEW

- 7.01 The COUNTY JUDGE'S OFFICE shall be the primary contact regarding this Agreement.
- 7.02 In the event CONTRACTOR utilizes subcontractors in performing any obligation required by this Agreement, the Department of Budget and Management staff 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 CONTRACTOR.

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 CONTRACTOR agrees to comply with all federal, state and local laws and ordinances applicable to COUNTY for the work or services provided under this Agreement.
- 8.02 CONTRACTOR 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 Initiative.
- 8.03 COUNTY shall have no obligation to pay CONTRACTOR until a representative of COUNTY has reviewed CONTRACTOR'S fiscal and accounting procedures to insure compliance with federal requirements.
- 8.04 COUNTY JUDGE'S OFFICE may conduct, at minimum, two (2) monitoring visits to CONTRACTOR'S Initiative site to determine performance and compliance with the terms of this Agreement.
- 8.05 CONTRACTOR shall maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds.
- 8.06 CONTRACTOR 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 CONTRACTOR agrees that the expenditure of funds pursuant to this Agreement shall be audited as part of the annual audit performed on CONTRACTOR by an independent auditor hired and paid by CONTRACTOR. 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 CONTRACTOR'S expenditures and revenues for the same time period as CONTRACTOR'S fiscal year.

ARTICLE IX

TERMINATION AND DEFAULT

- 9.01 COUNTY may suspend or terminate this Agreement if CONTRACTOR materially fails to

comply with any term herein. This Agreement may also be terminated for convenience with thirty (30) days written notice. COUNTY agrees to pay CONTRACTOR for the amount of work completed up to the termination of this Agreement.

- 9.02 Upon termination of this Agreement, CONTRACTOR shall transfer to COUNTY any unutilized funds provided under the terms of this Agreement, if any, along with any accounts receivable attributable to such funds within five (5) business days.

ARTICLE X

FURTHER REPRESENTATION, WARRANTIES AND COVENANTS

10.01 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.
- c. No litigation or proceedings are presently pending or threatened against CONTRACTOR relating to the Agreement or Initiative.
- d. None of the provisions contained herein contravene or in any way conflict with the authority under which CONTRACTOR is doing business or with the provisions of any existing obligation or agreement of CONTRACTOR.
- e. CONTRACTOR 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, CONTRACTOR shall furnish to COUNTY such performance records and reports as deemed by COUNTY as pertinent to matters covered by this Agreement. Upon such request by COUNTY, CONTRACTOR shall have no less than ten (10) days to provide records and reports to COUNTY.

ARTICLE XII

INSURANCE

- 12.01 Actual losses not covered by insurance as required by this Article shall be allowable costs under this Agreement and shall therefore remain the sole responsibility of CONTRACTOR.
- 12.02 CONTRACTOR 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 CONTRACTOR shall maintain and provide proof of general liability insurance, upon execution of this Agreement, of not less than \$1,000,000 naming COUNTY as additional insured.
- 12.04 CONTRACTOR 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 **CONTRACTOR 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 ACTION OF ANY AND EVERY KIND AND NATURE ARISING OR GROWING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. 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 ASSERTED.**
- 13.02 CONTRACTOR 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 CONTRACTOR 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."

ARTICLE VIX

CHANGES AND AMENDMENTS

- 14.01 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 CONTRACTOR.
- 14.02 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.
- 14.03 CONTRACTOR 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 CONTRACTOR to COUNTY at least thirty (30) calendar days in advance of the proposed change.

ARTICLE XV

ASSIGNMENTS

- 15.01 CONTRACTOR 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 XVI

WAIYER OF PERFORMANCE

- 16.01 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.

16.02 No act or 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.

16.03 No representative or agent of COUNTY may waive the effect of the provisions of this Article.

ARTICLE XVII

REVERSION OF

ASSETS

17.01 All funds provided hereunder and all equipment, supplies and materials acquired hereunder on hand, available to, or in the actual or constructive possession of CONTRACTOR 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 XVIII

COMMITMENT OF CURRENT REVENUES ONLY

18.01 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of COUNTY under this Agreement, COUNTY may terminate this agreement upon ninety (90) days written notice to Company. County 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 COUNTY pursuant to the provisions of Texas Local Government Code.

ARTICLE XIX

ENTIRE AGREEMENT

19.01 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 XX

INTERPRETATION

20.01 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 XXI

NOTICES

21.01 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:

Michael Leo
Economic Development Division
Office of Hidalgo County Judge Ramon Garcia
100 E. Cano, Ste 201
Edinburg, TX 78539

CONTRACTOR:

Myra C. Garcia, Interim Executive Director
Valley Initiative for Development and Advancement (VIDA)
417 S. Ohio Ave.
Mercedes, TX 78570

ARTICLE XXII

TEXAS LAW TO APPLY

22.01 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 XXIII

LEGAL CONSTRUCTION

23.01 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 XXIV

ADDITIONAL DOCUMENTS

24.01 COUNTY and CONTRACTOR hereto covenant and agree that they will execute each such other and further instrument and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.

ARTICLE XXV

NONDISCRIMINATION

25.01 CONTRACTOR, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation when providing any services described herein under this agreement.

IN WITNESS THEREOF, this Agreement is executed in duplicate originals this

_____ day of _____, 2016.

COUNTY:

COUNTY OF HIDALGO

CONTRACTOR:

VIDA

By: _____

Hon. Ramon Garcia,
Hidalgo County Judge

By: _____

Myra C. Garcia
Interim Executive Director

ATTEST:

By: _____

Hon. Arturo Guajardo, Jr.,
Hidalgo County Clerk

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

By: _____

Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

'SCOPE OF WORK'

CONTRACTOR proposes to provide services to Hidalgo County that will further the following goals and objectives of the Initiative, hereinafter referred to as the Advancing Career Education Initiative ("ACE") for attracting, retaining, and developing talent that meets the needs of current industry and supports the development of future business location in the area:

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

CONTRACTOR 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 county.**

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 in Allied Health and other prospective industries.

In alignment with the ISD, employers, local institutions of higher education and in particular with STC and UTRGV, CONTRACTOR will augment the demand driven focus by implementing the *Advancing Career Education Initiative ("ACE")* specifically by increasing employment opportunities in Hidalgo County in Allied Health, and other prospective industries, including but not limited to Manufacturing, Technology, and Business, Education, and Social Service. 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 and other prospective industries.

As part of the County's *Advancing Career Education Initiative ("ACE")*, CONTRACTOR will augment and enhance the efforts in the recruitment, assessment, career counseling, training and job placement support in the Allied Health and other prospective industry sectors. CONTRACTOR, as part of the *Advancing Career Education Initiative ("ACE")*, 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 Hidalgo County expects that the CONTRACTOR meets or exceeds all performance standards. The services will be contracted from January 1, 2017 to December 31, 2017. Failure to meet a performance standard may require a corrective action plan prior to renewal. The corrective action plan will identify the steps the CONTRACTOR will take to meet the standards in the upcoming year.

PROGRAMS REQUESTED

Specifically, CONTRACTOR will provide the following services:

In alignment with the ISD, employers, local institutions of higher education and in particular with STC and UTRGV, CONTRACTOR will augment the demand driven focus by implementing the *Advancing Career Education Initiative ("ACE")* specifically by increasing employment opportunities in Hidalgo County in Allied Health, and other prospective industries, including but not limited to Manufacturing, Technology, Business, Education and Social Service. 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 and other prospective industries.

As part of the County's *Advancing Career Education Initiative ("ACE")*, the CONTRACTOR will augment and enhance the efforts in the recruitment, assessment, career counseling, training and job placement support in the Allied Health industry sector and other prospective industries. CONTRACTOR, as part of the *Advancing Career Education Initiative ("ACE")*, 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).

SKILLS DEVELOPMENT PROGRAMS IN ALLIED HEALTH PROGRAM OF STUDY

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

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 TSI (Texas Success Initiative), and other Allied Health or other prospective industry Pre-Requisites.

Certificate Training Programs: One year Certificate Training programs allow for students to enter gainful employment on a relatively short term basis. The CONTRACTOR will sponsor one year training programs in Allied Health and other prospective industries. 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. The CONTRACTOR will sponsor two year training programs in Allied Health and other prospective industries.

Customized Training Programs: These 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 related to Allied Health and other prospective industries and may include, but are not limited to, 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 the CONTRACTOR's programs is the commitment to provide adequate and effective support services. 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.

Comprehensive Case Management, including Career Planning, Counseling services, and Follow Up Services: The CONTRACTOR will provide and maintain 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.

COMMUNITY AWARENESS (Student Outreach/Employer Development)

The CONTRACTOR will launch an aggressive outreach program to the underserved population in Hidalgo County pockets not traditionally tapped. An organized and consistent effort will be developed to work with the high schools to inform the students about the opportunities offered by this program 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. The CONTRACTOR 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 Initiative they too can serve to disseminate the information when applicable.

This community awareness effort serves to meet a multitude of objectives: 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;

- a) 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;
- b) 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.

OUTREACH, RECRUITMENT AND ORIENTATION

Outreach and recruitment involves identifying potentially eligible residents. This includes, but is not limited to, developing relationships with schools and community organizations and communicating program services to the community. Orientation involves insuring that applicants understand the services available, program policies and the performance requirements of the program.

INTAKE

Intake includes informing applicants about program eligibility requirements and conducting interviews to collect personal socio-economic and demographic information. Process preliminary eligibility determination and refer ineligible applicants to appropriate outside agencies and services.

ASSESSMENT

Assessment may include standardized testing, interview(s) with program staff, writing samples, or other methods.

ENROLLMENT

Enrollment and/or referral of students should be based on information gathered from eligibility determination, the initial assessment, and after presentation of the full array of service options has been provided.

GOALS, OBJECTIVES & PERFORMANCE INDICATORS

Targets and Outcomes

- Number of CONTRACTOR participants trained: 34
- 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)

CONTRACTOR will operate the Initiative to assist economically disadvantaged, underemployed, and underemployed individuals that meet the following eligibility criteria:

- Eighteen (18) years of age or older
- Receiving Food Stamps, TANF
- Low income with family responsibilities
- Underemployed (less than \$8.50/hr.) individuals with family responsibilities
- Unemployed individuals with family responsibilities

PLACEMENT

CONTRACTOR shall be responsible for customer placement and retention.

DOCUMENTATION

CONTRACTOR shall be responsible for the appropriate student documentation to be maintained in the student records. The CONTRACTOR shall assume the responsibility to maintain pertinent, relevant, supportive documentation for all financial transactions. CONTRACTOR will

comply with all applicable federal, state, and local policies for financial management.

CONTRACTOR QUALIFICATIONS

The County of Hidalgo is seeking to contract with a competent company or organization, registered and licensed (if applicable) for the services being requested in the RFP and/or do business in the State of Texas, who has experience in, but not limited to:

- A. The CONTRACTOR must have experience in the field related to skills development programs, career counseling, training, and job placement support working closely with students on their efforts of continuing education and commitment needed for success.
- B. The CONTRACTOR must have experienced and consolidated established relationships working with community and private industry leaders at identifying, addressing and linking employers' needs and education programs to develop a skilled workforce within the county.

PERSONNEL AND STAFFING

The CONTRACTOR should provide an organizational chart for the Initiative and describe company experience in similar Initiatives, staff assigned to the Initiative, proof of financial stability, and a minimum of 3 industry references. Biographic summaries that highlight the experience relevant to the specific Initiative responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL

This section will contain any licenses and certifications as required by HIDALGO COUNTY, STATE OF TEXAS, etc. The CONTRACTOR should add copies of their Professional Liability Insurance in the response.

PROPOSAL SUBMISSION

CONTRACTOR will submit the proposal in accordance with Exhibit "A" (Target group, expected outcomes, program requested, and community awareness).

BILLING AND REPORTING PROCEDURES

Accordingly with Exhibit "A, CONTRACTOR shall submit to the COUNTY JUDGE'S OFFICE 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 "B" and Exhibit "C". The CONTRACTOR will

also submit a copy of these reports to County's Executive Office and Budget and Management Department. CONTRACTOR shall submit any other reports as may be requested by COUNTY to document COUNTY's liabilities under this Agreement.

CONTRACTOR 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 of the 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 Initiative. CONTRACTOR 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.