AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
June 27, 2017
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **County Judge's Office:**

A. **AI-60477** Discussion and approval to designate Pharr Original Townsite as a Colonia and authorize County Judge Ramon Garcia to submit letter on the designation.

6. **Constable Pct. #2:**

A. **AI-60128** Discussion, consideration, and approval to appoint Ramiro Martinez as Reserve Deputy Constable by Constable Martin N. Cantu, Constable Pct. 2 in accordance with Texas Local Government Code Section 86.012.

7. **Constable Pct. #4:**

A. **AI-60426** Approval to declare as “surplus” (for the purpose of destruction) Bullet Proof Vest from Constable Precinct 4 since the Bullet Proof Vests cannot be re-cycled (with approval for said disposition through the Hidalgo County Sheriff’s Department).

B. **AI-60287** Discussion, consideration, and approval to appoint Noel Cruz as Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

8. **Sheriff's Office:**

A. **AI-60349** 1. Approval of Affiliation Agreement for EMS Personnel for participation in Clinical Training Program between the Hidalgo County Sheriff's Office Emergency Medical Program and
a. Medcare EMS
b. Hidalgo County EMS
c. Knapp Medical Center
d. City of Weslaco Fire Department EMS
e. Four Paws Animal Hospital

2. Authorization for County Sheriff to sign 5 Affiliation Agreements.

B. **AI-60308** Discussion, consideration and approval to appoint Damian Orozco, student at the University of Texas at San Antonio as an intern under the Hidalgo County Sheriff's Office Law Enforcement Internship Program for the period of 07/2017 to 08/2017.

9. **Executive Office:**

A. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Update on ongoing county owned building construction, relocation and/or renovation repair projects
2) Emergency situations occurring since last agenda meeting

B. **AI-60363** Approval to accept settlement check from Farmers Texas County Mutual Insurance Company in the amount of $195.00 to settle property damage claim to County vehicle windshield. (Sheriff Office)

C. **AI-60364** Approval to accept settlement check from Cramer Johnson Wiggins & Associates in the amount of $2,887.80 and a settlement check from AXIS Surplus Insurance Company in the amount of $2,887.80 to settle storm damages to County property during the Weather Event of May 31, 2016.

10. **Human Resources:**

A. Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments (if applicable) for personnel items listed

B. **AI-60322** Pct. #4 CRC (1100):
1. Discussion, consideration, and approval to create the following Part-time Temporary positions not to exceed 9 weeks effective next full pay period, 7/10/2017:

Action	Slot No.	Position Title	Proposed Budgeted Salary
Create	T006	Clerk I	$2,160.00 - $12.00/hr.
Create	T007	Clerk I	$2,160.00 - $12.00/hr.
Create	T008	Clerk I	$2,160.00 - $12.00/hr.
Create	T009	Clerk I	$2,160.00 - $12.00/hr.

2. Approval of interdepartmental transfer.

C. **AI-60476** Constable Pct. #4 (1100):
1. Discussion, consideration, and approval to create one (1) Temporary Full Time Clerk I position, Slot T025, Dept./Prog. No.294-001 at $12.00 per hour/$12,480.00 proposed budgeted salary, not to exceed six (6) months or 12/31/17, effective next full pay period of 07/10/2017.
2. Approval of intradepartmental transfer.

D. **AI-60367** Tax Office (1100):
1. Discussion, consideration and approval of the following personnel actions, effective next full pay period:

Action	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	0146	Clerk I	$24,960.00	$0.00
Delete	0156	Clerk II	$24,960.00	$0.00
Create	0191	Title Examiner II	$0.00	$37,000.00
Create	0192	Deputy Clerk II	$0.00	$30,000.00

E. **AI-60417** Constable Precinct #3 (1285):
Discussion, consideration, and approval of the following personnel action effective next full pay period, 07/10/2017 (per ICA w/Irrigation District #6):

Action	**Dept./ Program**	**Slot #**	**Position Title**	**Budgeted Salary**

Create	293-020	0001	Deputy Constable Step I	$44,577.00

F. **AI-60441** Pct 2 Administration / Road Maintenance (1200):
1. Approval, discussion and consideration of the following personnel actions effective 07/10/2017:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	122-005	0016	Administrative Assistant IV	$42,386.00	$0.00
Delete	122-006	0068	Mechanic I	$30,236.00	$0.00
Delete	122-006	0097	GIS Operator II	$37,080.00	$0.00
Create	122-006	0100	Program Manager II	$0.00	$57,850.00
Create	122-006	0101	Coordinator III	$0.00	$49,597.00

11. **Urban County:**

A. **AI-60419** Report on Affirmatively Furthering Fair Housing (AFFH) Plan and Community Survey for resident of Hidalgo County.

B. **AI-60306** “Subject to Compliance with HB 1295 , when and if applicable.” The Urban County Program on behalf of City of Granjeno is requesting authority to purchase playground/exercise equipment through Hidalgo County’s membership and participation with Buyboard approved vendor Exerplay, Inc (Buyboard Contract # 512-16) in the amount of $100,990.05 (quote attached hereto). Freight/delivery and installation is included. City of Granjeno UCP Year 29 (2016) Parks, Recreational Facility Improvement funds will be utilized.

C. **AI-60411** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for Professional Services;

2. Presentation of the scoring grid for the purposes of ranking by Commissioners’ Court of at least three (3) Geo-Technical and Construction Material Testing firms from the County’s approved “pool” as graded and evaluated by Precinct No. 1, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453 DRS210068 Delta Area Connector East Lateral Project Phase II.

Engineering Services	Grade	Ranked
Professional Service Industries, Inc.	94.6	
Raba Kistner Consultants	97	
Terracon	93	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of Geo-Technical and Construction Material Testing Services for the Delta Area Connector East Lateral Project Phase II.

D. **AI-60394** Subject to HB 1295 Compliance, requesting consideration and action to award and enter into a construction contract with South Pools, Inc. dba Oasis Water Playgrounds in the amount of $390,520.00. UCP Year 27 & 28 (2014 & 2015) City of Hidalgo Parks, Recreational Facility Improvement funds will be utilized.

E. **AI-60347** Subject to HB 1295 Compliance, requesting consideration and action to award and enter into a construction contract with 2GS, LLC dba Earthworks Enterprise in the amount of $221,702.00. UCP Year 27, 28 & 29 (2014, 2015 & 2016) City of San Juan Street Improvement funds will be utilized.

12. **Health & Human Services Department:**

A. **AI-60316** 1. Requesting approval to accept the Title V Prenatal Medical & Dental grant contract #2016-003894-02 in the amount of $144,029.00 for the period of 09/01/2017 to 08/31/2018.
2. Requesting approval for County Judge to sign the Title V Prenatal Medical & Dental contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $144,029.00.
4. Requesting approval of the budget appropriation in the amount of $144,029.00.

B. **AI-60385** Health & Human Services - PHHS (1293):
1. Requesting approval to submit grant application for amendment to existing Preventive Health & Human Services program in the amount of $250,000.00 for the period of December 1, 2017 to September 30, 2019.
2. Requesting approval for County Judge to sign grant application and related documents.

C. **AI-60313** 1. Requesting approval to accept the Title V Child Health & Dental grant contract #2016-003931-02 in the amount of $30,535.00 for the period of 09/01/2017 to 08/31/2018.
2. Requesting approval for County Judge to sign the Title V Child Health & Dental grant contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $30,535.00.
4. Requesting approval of the budget appropriation in the amount of $30,535.00.
5. Requesting approval of the following personnel action, effective 09/01/2017:

Action	Slot	Dept/Program	Position Title	Budgeted Salary	Proposed Budgeted Salary
Salary Adjustment (Reduce)	G002	340-051	Clerk II	$20,967.00	$19,417.00

D. **AI-60310** Requesting approval to ratify action taken on 02/06/17 through AI-58260 to appropriate the local match portion in the amount of $7,200.00.

E. **AI-60307** 1. Requesting approval of the Certification of Revenue by County Auditor in the amount of $153,320.50. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming program.
2. Requesting approval to appropriate the MAC budget in the amount of $153,320.50.

F. **Health Care Funding District:**

1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

2. **AI-60071** A. Discussion, consideration and approval to draw down funds for Demonstration Year 6 Round 1 DSRIP and monitoring Payments in the amount to be determined by HHSC instructions from the Local Provider Participation Fund (LPPF) with a settlement date of 7/3/17.
B. Approval of Certification of Revenues as certified by the County Auditor from the LPPF in the amount to be determined by HHSC instruction.
C. Approval of 2017 Appropriation of funds from the LPPF in the amount to be determined by HHSC instructions.

3. AI-60125 A. Acceptance of Notice of Closure of New Life Care Hospitals of South Texas LLC, effective June 17, 2017.

B. Approval to remove New Life Care Hospitals of South Texas LLC, effective June 17, 2017 from the Hidalgo County Health Care Funding District Mandatory Payment.

G. Indigent Health Care Program:

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

2. AI-60317 Approval of County Indigent Health Care Program Confidentiality Agreement for the following Human Services Division staff: Employee # 165123, 195766, 221058

13. Community Service Agency:

A. AI-60376 Discussion, report, and update of 2017 Comprehensive Energy Assistance Program (CEAP).

B. AI-60328 Discussion and possible action to authorize Hidalgo County Community Service Agency to enter into a memorandum of understanding (MOU) with Reliant Energy Retail Services, LLC for the purpose of funding energy assistance payments to customers of Company (hereinafter referred to as "CARE Program"). Authorization for Judge Ramon Garcia and Jaime Longoria to sign document.

C. AI-60388 Discussion, consideration, and possible action on amendment to the Comprehensive Energy Assistance Program (CEAP) contract #58170002587 from the Texas Department of Housing and Community Affairs for program year 2017.

D. AI-60398 Discussion and possible action to ratify action by Jaime Longoria to request a 90 day extension to Texas Veterans Commission (TVC) for Operation Bravo Zulu program. Original agreement term July 1, 2016 to June 30, 2017.

14. Elections Administration:

A. Discussion, consideration and action but not limited to Election updates.

B. **AI-60368** Hold a public hearing to consider public comments on the County of Hidalgo's participation in the Secretary of State's Countywide Polling Place Program for the November 7th, 2017 Constitutional Amendment Election.

C. **AI-60187** Discussion, consideration and or approval to increase the wage rate to the Poll Workers (Elections/ Alternative Clerks and Elections Judges) as follows:

Action	Current Wage Rate (Non-Training)	Proposed Wage Rate (Non-training)
Elections/Alternative Clerks	$ 10.10 per hour	$ 12.00 per hour
Elections Judges	$ 12.00 per hour	$ 14.00 per hour

Training rate will be $7.00 per hour for Presiding Judges and Alternative Election Workers. This wage increase does not apply to elections conducted by Political Parties. Contractual Election Service Agreements will also reflect the hourly rate if accepted.

D. **AI-60188** Approval of the appointment of members to the Hidalgo County Elections Advisory Committee

15. **Head Start Program:**

A. **AI-60324** Discussion, Consideration and Action Authorizing the Submittal of Supplemental Application for Budget Year 01.01.17 to 12.31.17 in the Amount of $259,717.00 for a 1% Cost of Living Adjustment (COLA) Retroactive to 01.01.17

16. **Planning Department:**

A. **AI-60386** 1. **Preliminary Approval with Variance Request**
a. Martha Bermejo Subdivision- Pct. 3 (Martha Bermejo, Owner) (Mile 3 North Road& Bentsen Palm Drive)
No. of Lots: 1 Multi-Family, 1 Commercial
Flood Zone: C
Drainage: Yes, by onsite detention areas connecting to a type "A" curb inlet.
ETJ: Yes, approved by City of Mission
Water: Yes, provided by Agua S.U.D.
Sewer: Yes, OSSF

Paved: Yes, Mile 3 North Road (F.M. 1924).

b. Alberta Village Subdivision- Pct. 4 (Julio & Melissa Carranza,Owner)
(Alberta Road & Raul Longoria Road)
No. of Lots: 36 Single Family
Flood Zone: B
Drainage: Yes, Storm Drainage Pipe System and Detention by widening the existing Drain Ditch.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by City of Edinburg
Paved: Yes, Alberta Road and 1 proposed internal street.

2. **Preliminary Approval**

a. Rancho El Potrero Subdivision- Pct. 3 (Manuel Chapa, Owner)
(Western Road & Mile 3 North Road)
No. of Lots: 74 Single Family
Flood Zone: C
Drainage: Yes, Storm Sewer System discharging to an existing drainage basin owned by the HCDD#1.
ETJ: Yes, approved by the City of Mission
Water: Yes, provided by Agua S.U.D.
Sewer: Yes, OSSF
Paved: Yes, Western Road and 3 proposed internal streets.

b. Camino De Abram Subdivision- Pct. 3 (Manuel Chapa, Owner)
(Abram Road & Mile 3 North Road)
No. of Lots: 80 Single Family
Flood Zone: X
Drainage: Yes, Storm Sewer System discharging to an existing drainage basin owned by the HCDD#1.
ETJ: Yes, approved by the City of Mission.
Water: Yes, provided by Agua S.U.D.
Sewer: Yes, OSSF
Paved: Yes, Abram Road and 4 proposed internal streets.

c. Eduardo's No. 15 Subdivision- Pct. 3 (Diana Izaguirre, Owner)
(Trosper Road & Mile 3 North Road)
No. of Lots: 24 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System and Detention by widening the existing Drain Ditch.
ETJ: Yes, approved by the City of Mission.
Water: Yes, provided by Sharyland Water Supply Corporation
Sewer: Yes, Sanitary Sewer provided by City of Mission
Paved: Yes, Trosper Road and 2 proposed internal streets.

3. **Final Approval**

a. McCain Subdivision- Pct.4 (Roger & Sheila McCain, Owner) (Cessna Ave. & Skylark Avenue)
No. of Lots: 1 Single Family
Flood Zone: B
Drainage: No Storm Drainage and Detention will be required.
ETJ: Yes, approved by the City of Edinburg.
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Skylark Avenue.

b. ECISD Hargill Elementary Subdivision- Pct. 1 (Rene Gutierrez, E.C.I.S.D., Superintendent, Owner)
(Wilson Avenue & 4th Street
No. of Lots: 1 Institutional
Flood Zone: C
Drainage: Yes, by onsite detention area.
ETJ: No, Rural Area
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by North Alamo Water Supply
Paved: Yes, 4th Street.

c. Hernandez Macias Subdivision- Pct. 2 (Noe Hernandez, Owner)
(Alamo Road & Earling Road)
No. of Lots: 1 Single Family
Flood Zone: B & C
Drainage: Yes, by onsite detention areas and by re-grading Alamo road side ditch.
ETJ: Yes, approved by the City of Alamo.
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Alamo Road.

d. TVM Properties Subdivision- Pct. 4 (Thomas Arce, Jr., Owner)
(Curve Road & Val Verde Road)
No. of Lots: 3 Commercial
Flood Zone: X
Drainage: Yes, by onsite detention areas to be constructed at building permit stage.
ETJ: No, Rural Area
Water: Provided by North Alamo Water Supply
Sewer: Yes, OSSF. Will be installed at permit stage.
Paved: Yes, Val Verde Road.

e. Loma Verde No. 4 Subdivision- Pct. 4 (Kyle Ruppert, Owner) (Mile 21 Road & F.M. 2812)
No. of Lots: 7 Single Family
Flood Zone: X
Drainage: Reconstruction of Mile 21 Road side ditch with a discharge

outfall onto HCDD#1 ditch.
ETJ: No, Rural Area
Water: Provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: No, Mile 21 Road to be paved.Developer has submitted 1/3 escrow for Road improvement.

f. Pueblo De Palmas Ph. 21 Subdivision- Pct. 4 (J. Gary Frisby, Owner) (Davis Road & Kenyon Road)
No. of Lots: 45 Single Family
Flood Zone: X
Drainage: Yes, by Storm Drainage Pipe System that connects to the existing drainage system of Pueblo De
Palmas Ph. 19 Subdivision.
ETJ: Yes, approved by the City of Edinburg.
Water: Provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by City of Edinburg
Paved: Yes, Kenyon Road and 2 internal streets.

g. Bon Viejo Ph. 2 Subdivision- Pct. 1 (Kyndel W. Bennett, Owner) (Mile 13 North Road & F.M. 493)
No. of Lots: 56 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System and Detention by widening the existing Drain Ditch.
ETJ: Yes, approved by the City of Donna
Water: Provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Mile 13 North Road and 3 internal streets.

17. Precinct #1 - Comm. Fuentes:

A. AI-60465 Presentation and approval of Hidalgo County Precinct 1 Official Logo

18. Precinct #2 - Comm. Cantu:

A. AI-60456 Requesting approval of closing documents for Parcel 5 as it relates to Precinct No. 2 Fee Simple Project and authority for Valde Guerra, Executive Officer to execute documents.

B. AI-60459 1. Approval of Interlocal Agreement between Hidalgo County Drainage District No. 1 and the County of Hidalgo, Texas, concerning road improvements for the Pct 2 Plena Vista Subdivision Road & Drainage Improvement Project.
2. In accordance with Section 791.014 of the Texas Government Code,

requesting approval of the interlocal cooperation agreement project concerning road improvements for the Pct 2 Plena Vista Sudivision Road & Drainage Improvement Project.

C. **AI-60440** 1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of San Juan, regarding road improvements for the Pct 2 Hall Acres Road (I Rd to Stewart Rd) Project.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project for the Pct Hall Acres (I Rd to Stewart Rd) Project.

19. **Precinct #3 - Comm. Flores:**

A. **AI-60439** Consideration and approval of a Resolution in Recognition of the Texas Department of Agriculture Summer Food Service Program for ensuring that Hidalgo County children receive free, nutritious meals during the summer months.

B. **AI-60338** 1. Requesting authorization to rescind action taken on February 21, 2017 under agenda item #AI-58636 Memorandum of Understanding between Hidalgo County and United States Department of Agriculture Animal and Plant Health Inspection Service.

2. Acceptance and approval of a revised Memorandum of Understanding between Hidalgo County and United States Department of Agriculture Animal and Plant Health Inspection Service.

20. **Budget & Management:**

A. **AI-60362** Approval of medical coverage for the temporary employees listed below as per the Affordable Care Act (ACA) IRS Code Section 4980H - Shared responsibility for employers regarding health insurance.
1. E#214809 effective 7/1/17
2. E#199290 effective 7/1/17

21. **Purchasing Department - Notes:**
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **AI-60423** Discussion on exploring the possible use of a Real Time On-line Auction Services Provider as an additional resource/option for Hidalgo County's current sale of tax foreclosure properties conducted by the county's delinquent tax collection firm.

2. **AI-60461** Presentation for discussion, consideration, action and approval of 2nd Amendment to Letter of Engagement with Porter Hedges, LLP with regard to the scope of legal services, including but not limited to other professional & consulting services for New Courthouse Project as attached with details herein.

3. **AI-60335** Presentation of bids received and awarding to the vendor Valley Caliche Products submitting the bid lowest and best bid [using TxLGC 262.027(e)] to the County with approval of contract for the Request for Bid titled: Hidalgo County-"Type D Hot Mix Asphalt - Gravel (ONLY) through project No.: 2017-132-05-31-SGS.

B. Pct. 1

1. **AI-60433** Approval of the following wth Asago Construction contractor vendor for FEMA Road & Drainage Improvements - Mile 8 North Road as submitted by project engineer LeFevre Engineering [C-16-361-11-01].
A. Ratification of Change Order No. 1 as recommended by LeFevre Engineering with increase of fourteen (14) calendar/working days.
B. Approval of Certificate of Substantial Completion as submitted by Asago Construction contracted vendor for FEMA Road & Drainage Improvements for project Mile 8 North Road.
C. Acceptance and approval of Application for Payment No. 2 (Final) in the amount of $81,851.59 as submitted by Asago Construction contracted vendor for FEMA Road & Drainage Improvements for Mile 8 North Road as certified by project engineer LeFevre Engineering under Contract# [C-16-361-11-01].

2. **AI-60434** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with geo-technical and construction material testing (on-call) services required for Precinct No.1 Projects (on an as needed basis): ENG**INEERING-GEO-TECHNICAL & CONSTRUCTION MATERIALS TESTING**

Firms	Professional Service Industries	Millennium Engineers Group	Earth Co.
EVALUATOR No. 1	89	90	86
EVALUATOR No. 2	89	93	92
EVALUATOR No. 3	85	93	88
TOTAL SCORES	88	92	89
CC RANKING			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement commencing with the No. 1 ranked firm of _____for geo-technical and construction material testing services (on call as needed basis) Precinct No. 1 .

3. AI-60401 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services in connection with "Mile 10 from Mile 6 to FM 1015" project located in Hidalgo County Precinct No. 1:
ENGINEERING FIRMS:

Firms	ICE Engineering	L & G Engineering	South Texas Infrastructure Group
Score by Evaluator 1	90	97	92
Score by Evaluator 2	92	93	89
Score by Evaluator 3	92	97	93
Final Scores	91	96	91
Ranking by CC			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement for Professional Engineering Services for Mile 10 from Mile 6 to FM 1015 project located in Hidalgo County Precinct No. 1, with the No.1 ranked firm _____ for Professional Engineering Services.

d. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for

professional service;

e. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of professional engineering services in connection with "Nolana from FM 492 to FM 88" project located in Hidalgo County Precinct No. 1;

ENGINEERING FIRMS:

Firms	BTI Engineering Inc.	L & G Engineering	R.O. Engineering
Score by Evaluator 1	90	97	92
Score by Evaluator 2	93	96	92
Score by Evaluator 3	93	97	93
Final Scores	92	97	92
Ranking by CC			

f. Authority for the Purchasing Department to negotiate a professional engineering services agreement for " Nolana from FM 493 to FM 88" project located within Hidalgo County Precinct No. 1, with the No.1 ranked firm _____ for Professional Engineering Services.

4. AI-60437 Pct. 1 FEMA
A. Acceptance and approval of Certificate of Construction Completion as submitted by Asago Construction for FEMA Road & Drainage Improvements - Mile 8 North Road under Contract# [C-16-361-11-01].
B. Requesting acceptance and approval of Application for Payment No. 3 (Retainage) in the amount of $16,837.76 as submitted by Asago Construction contracted vendor for the provision of FEMA Road & Drainage Improvements to Mile 8 North Road as certified by LeFevre Engineeriing & Management under Contract# [C-16-361-11-01].

C. Pct. 2

1. AI-60412 A. Recommendation by project architect The Warren Group Architects, Inc., to award the Base Bid and Alternate #1, 2, 3, 4, & 5 to the responsible vendor submitting the lowest and best bid meeting all specifications, NM Contracting, LLC of McAllen, TX in the total amount of $1,180,300.00 for project Hidalgo County Precinct 2 "County Wide Service Shop", Project-RFB No. 2017-027-02-22-YSS" subject to compliance with HB23 and/or HB1295 [when and/or if applicable];

B. Pursuant to TXLGC 262.031 and in the interest of expediting a

project's progress, requesting authority/approval for the Precinct Commissioner or designee: Armando Garza, Jr., to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

2. **AI-60414** Acceptance and approval of amendment #2 to AIA B101-2007 Contract #C-15-160-09-15 with contracted architect, Sam Garcia Architect, LLC, to amend and include the CMAR process and to increase compensation in the amount of $42,575.00. for the "Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades," for Hidalgo County Precinct No. 2

3. **AI-60435** Acceptance and approval to execute the final 2007 AIA 133 Form of Agreement between Owner, Hidalgo County and Contractor, Erickson Construction, LLC for "Construction Manager-At-Risk for Palmer Pavilion - Les Gilmore Kitchen Renovations" Project [as approved for negotiation on CC 04-18-17] and subject to final review and approval by Atlas-Hall-Rodriguez prior to execution.

4. **AI-60457** Presentation of "Quotes" received for the "Demolition of Palmer Pavilion Structures" to Forte Demolition Inc. from Mission, Texas meeting all specifications and/or requirements for the purpose of award thru Purchase Order for total amount of $24,500.00 and when/if applicable compliance with HB 1295.

5. **AI-60348** Requesting authority to purchase (1) new 2017 John Deere 624K from Doggett Machinery Services [awarded vendor under BuyBoard's contract #515-16] in the amount of $153,334.00 for Commissioner Pct. 2 through submitted Requisition #344932.

D. Pct. 3

1. **AI-60321** The Honorable Joe M. Flores, County Commissioner, is formally requesting to remove fixed assets from their inventory list with detailed description of said fixed assets attached as "Exhibit A" and supporting documents.

E. Pct. 4

1. AI-60297 A. Acceptance and approval of the FINAL negotiated AIA Forms of Agreement #C-17-184-06-27 with NASSARI-WARREN GROUP ARCHITECTS, INC., in connection to the: "Design and Construction of Memorial Park Phase I" (located at 107 Highway and Sunflower Road, Edinburg, Texas) for Hidalgo County Precinct 4.
B. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
C. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for the purposes of "ON CALL" [Construction Material Testing/GEO Technical Services] for projects located within Hidalgo County Precinct No. 4;

ENGINEERING FIRMS:

Firms	**Raba-Kistner, Inc.**	**Professional Service Industries, Inc. (PSI)**	**Yzaguirre Engineering Group, Inc.**
Total Scores	**97**	**95**	**90**
Ranking			

D. Authority for the Purchasing Department to negotiate a professional engineering services agreement commencing with the No. 1 ranked firm _____ for the purposes of "ON CALL" [Construction Material Testing/GEO Technical Services] for projects located within Hidalgo County Precinct No. 4.

E. Acceptance and approval of *Change Order No. 4* to *extend the term an additional thirty (30) days* in connection to agreement # C-16-145A-07-19 with RG Enterprises, LLC. dba, G&G Construction as [*reviewed/recommended by project architect Mata-Garcia Architects, LLP*] for ongoing project: ["Landscape/Structural and Irrigation Construction for the San Carlos CRC"] in Precinct 4 and subject to HB1295 when and if applicable.

F. Acceptance and approval of Work Authorization No. 5 (with an estimated cost of $ 49,974.50) as submitted by project engineer, B2Z Engineering, LLC for: "Construction Phase Services for Memorial Park" located within Hidalgo County Precinct No. 4, in connection to "on call" agreement #C-16-329-09-06 for:[R/B, C.I.P. and Other Projects in General].

2. AI-60286 Recommendation by project engineer, South Texas Infrastructure Group, to award the base bid to the responsible vendor, RGV Asphalt, LLC, submitting the lowest and best bid [meeting all specifications] in the amount of $171,738.50 for the project titled: "Road Improvement to Sunflower Road" RFB-2017-128-05-24-HGO and subject to compliance with HB1295 and SAM .gov when/if applicable.

F. Justices of the Peace

1. AI-60315 The Honorable Luis J. Garza, JP Pct 3 Place 1, is formally requesting to remove fixed assets from their inventory list with detailed description of said fixed assets attached as "Exhibit A" inventory.

G. Health & Human Services Dept.

1. AI-60342 Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, etc.) as attached hereto for Hidalgo County Health & Human Services - "Primary Care Provider Network" - RFQ No. 2017-188-07-19-HGO, including the re-advertisement of project when/if applicable.

2. AI-60343 Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice etc.) as attached hereto for Hidalgo County Health & Human Services - "Laboratory & X-ray Services Provider Network" RFQ No. 2017-189-07-19-HGO, including the re-advertisement of project when/if applicable.

3. AI-60016 A. Requesting exemption from competitive bidding requirements under Local Government Code (262.024 (Section A)(2)) " An item necessary to preserve or protect the public health or safety of the residents of the county";

B. Requesting authority to enter into a Regional Insertion Order Agreement with approval to execute same with National CineMedia, LLC for the Hidalgo County Health & Human Services Department for: On Screen Regional segment advertisement "Theater Advertisement" from 6/30/2017 - 9/21/2017 through requisition# 343140 in the total amount of $15,994.00 for the purpose of providing Public Health Awareness Outreach Services as necessary to protect the health and safety of the residents of Hidalgo County..

H. Elections Department

1. **AI-60221** Requesting authorization for removal from inventory due to trade in of elections equipment (see exhibit A) Transfer Forms, previously declared surplus on 2/6/2017, AI-58401.

2. **AI-60301** **CLARIFICATION ON AI-32562 REG. ON 06/26/12** for the Vendor's name change from **SOE Software to SOE Software dba SCYTL** to continue "Sole Source Declaration" for SOE SOFTWARE/dba Scytl with authority to purchase and continue with the agreement for the following software with licenses, support and maintenance services detailed herein:
CLARITY ENR PRICING SERVICE PRICE for the following years:
Service

	Fee	**Invoicing Date**
Clarity ENR Implementation New ENR Platform and Annual Maintenance Fee * 7/01/17-06/30/18	$19,200	July 1st , 2017
Clarity ENR Annual Maintenance 07/1/18-06/30/19	$15,200	June 1st, 2018
Clarity ENR Annual Maintenance 7/01/19-06/30/20	$15,200	June 1st, 2019

I. Colonia Access Program Pct. 3

1. **AI-60407** Acceptance and approval of the following for C-CAP-17-124-05-16-El Paraiso Subdivision between Hidalgo County and Castle Enterprises, LLC, as submitted through project engineer Javier Hinojosa Engineering:

   A. Final construction contract (CC previously approved to award on 05-16-17) in the amount of $205,914.93;

   B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee (Norma Ceballos) to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

J. Sheriff's Office

1. **AI-60185** Sheriff's Office:
   Requesting authority & approval to purchase (10) exelis night enforcer nepvs 14 dual tube goggle kit gen-3 to be used by Stone Garden deputies from GALL'S, Inc/ LLC [LONE STAR UNIFORM, LLC] awarded vendor through BuyBoard cooperative purchase program's

contract #507-16 [Expires 5-31-19] in the amount of $89,000.00 [a one-time transaction through Purchase Order only-no contract document necessary or required].

K. **Co. Wide**

1. AI-60319 Pursuant to Texas Local Government Code Sec. 262.027(b): the drawing of lots, for HC's Request for Sealed Quotes-RFSQ 2017-147-06-06-FAZ for the "Purchase of Sand and Bedding Materials" specifically the following listed project item titled: Tunnel Rock [1-1/2" - 2-1/2"] as same price quoted by two (2) vendors: Terra Firma Materials and Upper Valley Materials for the purpose of completing tabulation for subsequent quote award and approval of contract on the next HCCC meeting of 07-05-17.

2. AI-60290 Recommendation to reject the sole partial bid received [5 out of 70 items listed] for project titled -"Welding Supplies and Other Miscellaneous Items" through project no. RFB:2017-065-06-07-TDL with notification that the historical yearly purchases for said supplies do not come close to $50K bid limit.

3. AI-60288 Presentation of the sole responsible vendor, Contech Engineered Solutions, LLC submitting the lowest and best bid [meeting all specifications and/or requirements as detailed in the supporting documentation contained herein] for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Pipes & Related Miscellaneous Items - Round 2" through project No.: 2017-141-05-31-FAZ.

22. **Open Forum**

23. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. AI-60403 Cause No. C-5028-15-G; John Ray Rodriguez, et al vs. County of Hidalgo, Texas, et al

D. **AI-60466** C-5144-15-A; Joel Casares and Debbie Casares v. County of Hidalgo

E. **AI-60360** Claim of Elida Sanchez

F. **AI-60369** Claim of Lynda Faye Quiros-Dickerson

G. **AI-60396** Claim of Gabriel Espinoza

H. **AI-60383** Claim of Nora Gonzalez

I. **AI-60421** Claim of Maribel Reyna

24. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

B. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement (subject to compliance with HB1295)

25. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-60404** Cause No. C-5028-15-G; John Ray Rodriguez, et al vs. County of Hidalgo, Texas, et al

D. **AI-60467** C-5144-15-A; Joel Casares and Debbie Casares v. County of Hidalgo

E. **AI-60361** Claim of Elida Sanchez

F. **AI-60370** Claim of Lynda Faye Quiros-Dickerson

G. **AI-60397** Claim of Gabriel Espinoza

H. **AI-60384** Claim of Nora Gonzalez

I. **AI-60422** Claim of Maribel Reyna

26. **Closed Session:**
Commissioners Court may reconvene into Closed Session for the discussion regarding the agenda items listed

27. **Open Session:**
Commissioners Court may reconvene into Open Session for the discussion regarding the agenda items listed

28. **Adjourn**

AI-60477 **County Judge's Office** **5. A.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Michael Leo, COUNTY JUDGE **Submitted By:** Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and approval to designate Pharr Original Townsite as a Colonia and authorize County Judge Ramon Garcia to submit letter on the designation.

BACKGROUND

Fiscal Impact

Attachments

letter
draft

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Sandra Deleon		Started On: 06/23/2017 04:38 PM
Final Approval Date: 06/23/2017		

PROYECTO AZTECA

TO: The Honorable County Judge Ramon Garcia and Honorable County Commissioners, David Fuentes-Pct. 1, Eduardo Cantu-Pct. 2, Joe Flores-Pct. 3 and Joseph Palacios- Pct. 4

FROM: Proyecto Azteca
P.O. Box 27 San Juan, TX 78589

SUBJECT: Request for Pharr Original Townsite to be Declared as a Colonia for USDA RD Purposes

Esteemed Judge and Commissioners:

Proyecto Azteca is requesting that the Hidalgo County designate the Pharr Original Townsite a colonia to benefit the individuals of that area with USDA Rural Development grant program opportunities. Proyecto Azteca receives USDA Rural Development funds to construct or reconstruct homes for low and very low-income families. However, Proyecto Azteca cannot use USDA RD funds in areas that are not designated as colonias or rural areas.

A colonia has one or more of the following characteristics for counties and areas along the U.S and Mexico Border as defined by USDA Rural Development:

- "Any Identifiable community designated in writing by the State or county in which is located [shall be] determined to be a colonia on the basis of objective criteria including lack of potable water supply, lack of adequate sewage systems, and lack of decent, safe and sanitary housing, inadequate roads and drainage; and existed and was generally recognized as a colonia before October 1, 1989." (HB-1-3550, Appendix 8)

Pharr's Original Townsite is located within the boundaries of the City of Pharr and therefore the County of Hidalgo, Precinct 2; this subdivision has criteria meeting the characteristics to designate it as a colonia. The Pharr Original Townsite began development in the early 1900s; many of the homes built during that time still stand and as a result the area lacks decent, safe and sanitary housing. As is stated in a Consolidated Plan Executive Summary submitted to USDA for the City of Pharr to receive CDBG HOME funding, "About 18% of housing units in the City of Pharr were classified as substandard in 1990. Additionally, the report highlights that Affordable Housing the, "lack of affordable housing is one of the most critical housing problems in Pharr." (page 3, USDA Consolidated Plan Executive Summary for the City of Pharr).

Last year, we reconstructed two homes in the Pharr Original Townsite, but could not count those two homes under our current USDA RD 523 grant cycle because the area is not currently designated as a colonia. Yet, in the past, Proyecto Azteca has been able to construct or reconstruct homes in closely surrounding areas, within the Pharr Original Townsite subdivision and we were able to use those units to meet grant deliverables.

PROYECTO AZTECA

With a grant deadline quickly approaching, a grant application under review and the need for decent and affordable housing for low to very low-income families growing daily (our waiting list has grown to over four-thousand families), we respectfully ask that Hidalgo County designate the Pharr Original Townsite a colonia and help families residing in the area to have the opportunity to benefit from USDA Rural Development's housing grant program(s) that Proyecto Azteca needs and utilizes annually.

Sincerely,

Amber Arriaga- Salinas
Assistant Executive Director

P.O. Box 27
Phone: 956-702-3307 San Juan, Texas 78589 Fax: 956-702-3309

June 27, 2017

Mr. Roel Gomez
United States Department of Agriculture
Edinburg Area 8 Office – Hidalgo County
South Veterans Blvd., Ste 4
Edinburg, TX

RE: Colonia Designation of Pharr Original Townsite
USDA Rural Development Housing Grant Program

Dear Mr. Gomez:

This letter is in reference to the request by Proyecto Azteca to designate the Pharr Original Townsite a colonia in order to utilize USDA Rural Development funds. According to HB-1-3550, Appendix 8, Hidalgo County understands that the area does fit the criteria meeting the characteristics to designate it as a colonia.

The designation would serve many low to very-low income families currently waiting for assistance. We feel the USDA RD funds would greatly benefit the Pharr Original Townsite and we accept Proyecto Azteca's request to designate it as a colonia.

If you have any questions, please feel free to contact our office.

Regards,

Ramon Garcia
Hidalgo County Judge

DRAFT

AI-60128 **Constable Pct. #2** **6. A.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Martin Cantu, CONSTABLE PCT. #2

Submitted By: Norma Castrellon, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Discussion, consideration, and approval to appoint Ramiro Martinez as Reserve Deputy Constable by Constable Martin N. Cantu,
Constable Pct. 2 in accordance with Texas Local Government Code Section 86.012.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-292-001-0-113

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

No Fiscal impact.
The Salaries & fringes of the paid deputies have already been budgeted in the 2017 Adopted Budget.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/05/2017 03:57 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Norma Castrellon		Started On: 06/05/2017 03:39 PM
Final Approval Date: 06/23/2017		

AI-60426 **Constable Pct. #4** **7. A.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Approval to declare as "surplus" (for the purpose of destruction) Bullet Proof Vest from Constable Precinct 4 since the Bullet Proof Vests cannot be re-cycled (with approval for said disposition through the Hidalgo County Sheriff's Department).

BACKGROUND

Request ratification for the destruction of Bullet Proof Vest for Constable Precinct 4 Bullet-Proof Vests were salvaged for destruction due to the bullet proof vest being expired, unusable and in the interest of safety and security against possible misuse of said items.

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Depreciation
Supplemental
Asset Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/23/2017 11:06 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Nayla Munoz		Started On: 06/23/2017 09:08 AM
Final Approval Date: 06/23/2017		

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

Prepared By: Daniel Alaniz
Requested By: Constables Pct 4
Date: 6/23/2017

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
51208	POINT BLANK BULLETPROOF VEST	$579.00	7/13/2010	2010	2017	7	7	$57.90	$521.10	$74.44	$521.10	$0.00
51209	POINT BLANK BULLETPROOF VEST	$579.00	7/13/2010	2010	2017	7	7	$57.90	$521.10	$74.44	$521.10	$0.00
51205	POINT BLANK BULLETPROOF VEST	$579.00	7/13/2010	2010	2017	7	7	$57.90	$521.10	$74.44	$521.10	$0.00
51215	POINT BLANK BULLETPROOF VEST	$579.00	7/13/2010	2010	2017	7	7	$57.90	$521.10	$74.44	$521.10	$0.00
51206	POINT BLANK BULLETPROOF VEST	$579.00	7/13/2010	2010	2017	7	7	$57.90	$521.10	$74.44	$521.10	$0.00
		$2,895.00						**$289.50**	**$2,605.50**		**$2,605.50**	**$0.00**

Historical Cost - Residual Value = **$2,605.50**

EXHIBIT A

ASSET #	DESCRIPTION	SERIAL #	HIST COST	ACQ DATE
51208	POINT BLANK BULLETPROOF VEST	100000135666/135579	$579.00	07/13/10
51209	POINT BLANK BULLETPROOF VEST	100000135624/135565	$579.00	07/13/10
51205	POINT BLANK BULLETPROOF VEST	100000135701/135608	$579.00	07/13/10
51215	POINT BLANK BULLETPROOF VEST	100507620/0100507597	$579.00	07/13/10
N/A	SAFARILAND BULLETPROOF VEST	799023/799022	N/A	N/A

Sec. 263.107. EXPENDITURE OF TAX FUNDS. In an agreement authorized by this subchapter, the commissioners court of a county may spend tax funds consistent with state law but must limit each commitment or expenditure of tax funds associated with the agreement to an amount available from current revenues of the county.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch.

RECEIVED
APR 17 2017
BY no

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	SURPLUS	1601
TRANSFER FROM:	CONSTABLES PCT 4	294

TF# 2017-169

CONTACT INFORMATION:

NAME (PRINT Andrew Perez | PHONE. X 4304 | FAX NO.: | E-MAIL: andrew.perez@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

QUESTIONED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	POINT BLANK BULLETPROOF VEST	51208	100000135666/135579	F
2	POINT BLANK BULLETPROOF VEST	51209	10000135642/135565	F
3	POINT BLANK BULLETPROOF VEST	51205	100000135701/135608	F
4	POINT BLANK BULLETPROOF VEST	51215	100000135673/135588	F
5	POINT BLANK BULLETPROOF VEST	51206	0100507620/0100507597	F
6	SAFARILAND BULLETPROOF VEST		799023/799022	F
7				
8				
9				
10				

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER:

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR		
Contact Person transferring item(s) out	Andrew Perez	Andrew Perez	4/13/2017
Person receiving Item(s)			
Reviewed & Processed by FA Division	AGUEDA GARCIA		

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

AI-60287 **Constable Pct. #4** **7. B.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Discussion, consideration, and approval to appoint Noel Cruz as Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-294-001-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as of 6/14/17

Attachments

Chap86

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/12/2017 03:33 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Nayla Munoz		Started On: 06/12/2017 02:50 PM
Final Approval Date: 06/23/2017		

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) Except as provided by Subsection (c-1), a reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket

surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261, Sec. 1, eff. June 17, 2011.

AI-60349 **Sheriff's Office** **8. A.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Joel Rivera, SHERIFF DEPT. **Submitted By:** Erica Chapa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Affiliation Agreement for EMS Personnel for participation in Clinical Training Program between the Hidalgo County Sheriff's Office Emergency Medical Program and
a. Medcare EMS
b. Hidalgo County EMS
c. Knapp Medical Center
d. City of Weslaco Fire Department EMS
e. Four Paws Animal Hospital

2. Authorization for County Sheriff to sign 5 Affiliation Agreements.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Medcare
Hidalgo
Knapp
Weslaco
Four Paws
Legal
Legal 1295

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/20/2017 11:36 AM
Budget & Management	Veronica Ortiz	06/20/2017 11:43 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Erica Chapa		Started On: 06/20/2017 10:57 AM
Final Approval Date: 06/23/2017		

HIDALGO COUNTY SHERIFF'S OFFICE
EMERGENCY MEDICAL PROGRAM
AFFILIATION AGREEMENT FOR EMS PERSONNEL

THIS Agreement is made this 2nd day of May 2017, by and between the **COUNTY OF HIDALGO, TEXAS By and Through the HIDALGO COUNTY SHERIFF'S OFFICE EMERGENCY MEDICAL PROGRAM, a unit of local government in the State of Texas,** hereinafter referred to as ***"HCSO-EMP"*** and **MEDCARE EMS,** hereafter referred to as ***"MEDCARE".***

WHEREAS, the HCSO-EMP operates an Emergency Medical Technology Program; and

WHEREAS, HCSO-EMP desires to have personnel of its EMT Program participate in a clinical training program at MEDCARE's facility; and

WHEREAS, MEDCARE and HCSO-EMP recognize the need for well-trained and experienced EMS personnel and believe that the clinical training program will be of great benefit and service to MEDCARE, HCSO-EMP and the Rio Grande Valley area; and

WHEREAS, the clinical training program will provide EMS personnel a wide range of experience and training necessary to provide quality emergency medical care.

NOW, THEREFORE, the parties hereto agree as follows:

1. Joint Responsibilities.

(a) All parties will cooperate to provide EMS personnel with a proper learning opportunity.

(b) All parties will agree on the number of EMS personnel receiving their clinical training at MEDCARE, with consideration given to the number of EMS personnel, the opportunities for training and experience at MEDCARE, and the quality of care afforded to MEDCARE's patients.

(c) All parties will agree on a clinical schedule that shall include a list of students and where they will be scheduled for the rotation.

2. Responsibilities of the HCSO-EMP.

(a) The EMS personnel will abide by the policies of MEDCARE while using its facilities, which policies will be provided in writing to the HCSO-EMP and each participating member of the EMS staff.

(b) The HCSO-EMP will emphasize to the EMS personnel the importance of respecting the confidential nature of all information that may be made available to them with respect to patients and hospital records and agrees to abide by all required state and federal law regarding same.

3. Responsibilities of MEDCARE.

(a) MEDCARE will, at its sole discretion, permit said EMS personnel to observe its routines and procedures in MEDCARE's Emergency Medical Service under the direct supervision of MEDCARE personnel, licensed or qualified employees of the MEDCARE and self-study program instructor who will spot check students.

(b) MEDCARE agrees to assist the program by providing through its supervisory personnel assistance with task sheets, attendance and evaluation sheets, at intervals to be agreed upon.

(c) MEDCARE will orient the EMS Director or designee and EMS personnel to MEDCARE facilities and policies.

(d) MEDCARE will inform its professional staff of its participation in the program.

(e) MEDCARE will assume full responsibility for patient care.

(f) MEDCARE reserves the right, in its absolute discretion, to refuse its facilities and services to any EMS personnel who do not meet the professional standards proposed by the MEDCARE.

(g) MEDCARE agrees to defend, indemnify and hold harmless HCSO-EMP, its officers, agents, elected officials, employees and any other person, firm or corporation bound to defend or pay judgments against said party form and against any and all claims, demands or causes of action including claims of attorney's fees and contribution or indemnity which arise due to negligence on the part of its agents, servants, or employees in the performance of any of its obligations under this Agreement.

(h) MEDCARE will designate a person or persons with whom all EMS personnel are to report upon arrival for and departure from the training program.

4. Miscellaneous.

4.1 This Agreement may be modified at any time upon the written requests of either party with the consent of the other party.

4.2 This Agreement is to remain in effect unless revisions are made, or as Changes are deemed necessary.

4.3 The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas and this Agreement is performable in Hidalgo County, Texas.

4.4 Any notices required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS By and through the HIDALGO COUNTY SHERIFF'S OFFICE:

By:_____
J. E. "Eddie" Guerra
Hidalgo County Sheriff

ATTEST: _____
Arturo Guajardo, Hidalgo County Clerk

MEDCARE:
MEDCARE EMS

By:_____
Signature

Name: Mack Gilbert

Title: Director of Operations

Approved by Hidalgo County Commissioners Court on _____, 2017.

Approved as to Form:
Office of Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Josephine Ramirez-Solis
Assistant District Attorney

HIDALGO COUNTY SHERIFF'S OFFICE
EMERGENCY MEDICAL PROGRAM
AFFILIATION AGREEMENT FOR EMS PERSONNEL

THIS Agreement is made this 22 day of MAY 2017, by and between the **COUNTY OF HIDALGO, TEXAS By and Through the HIDALGO COUNTY SHERIFF'S OFFICE EMERGENCY MEDICAL PROGRAM, a unit of local government in the State of Texas,** hereinafter referred to as ***"HCSO-EMP"*** and **HIDALGO COUNTY EMS,** hereafter referred to as ***"HIDALGO COUNTY EMS".***

WHEREAS, the HCSO-EMP operates an Emergency Medical Technology Program; and

WHEREAS, HCSO-EMP desires to have personnel of its EMT Program participate in a clinical training program at HIDALGO COUNTY EMS's facility; and

WHEREAS, HIDALGO COUNTY EMS and HCSO-EMP recognize the need for well-trained and experienced EMS personnel and believe that the clinical training program will be of great benefit and service to HIDALGO COUNTY EMS, HCSO-EMP and the citizens of Hidalgo County; and

WHEREAS, the clinical training program will provide EMS personnel a wide range of experience and training necessary to provide quality emergency medical care.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Joint Responsibilities.**

   (a) All parties will cooperate to provide EMS personnel with a proper learning opportunity.

   (b) All parties will agree on the number of EMS personnel receiving their clinical training at the HIDALGO COUNTY EMS, with consideration given to the number of EMS personnel, the opportunities for training and experience at HIDALGO COUNTY EMS, and the quality of care afforded to HIDALGO COUNTY EMS's patients.

   (c) All parties will agree on a clinical schedule that shall include a list of students and where they will be scheduled for the rotation.

2. **Responsibilities of the HCSO-EMP.**

   (a) The EMS personnel will abide by the policies of HIDALGO COUNTY EMS while using its facilities, which policies will be provided in writing to the HCSO-EMP and each participating member of the EMS staff.

(b) The HCSO-EMP will emphasize to the HIDALGO COUNTY EMS personnel the importance of respecting the confidential nature of all information that may be made available to them with respect to patients and hospital records and agrees to abide by all required state and federal law regarding same.

(c) To the extent permitted under the Constitution and laws of the State of Texas, HCSO-EMP agrees to defend, indemnify and hold harmless HIDALGO COUNTY EMS, its officers, agents, trustees , employees, and any other person, firm or corporation bound to defend or pay judgments against said party from and against any and all claims, demands, or causes of action including claims for attorney's fees and contribution or indemnity, which arise due to negligence on the part of its agents, servants, or employees, including, but not limited to EMS personnel, in the performance of any of its obligations under this Agreement.

(d) A copy of the professional liability insurance policy carried by the HCSO-EMP on its EMS personnel will be furnished to the HIDALGO COUNTY EMS.

(e) HCSO-EMP's Director of the EMT Program or designee will evaluate and counsel EMS personnel with regard to performance.

(f) The EMS Director or designee is responsible for direct supervision of the EMS personnel.

(g) EMS personnel will provide their own uniforms.

(h) The EMS Director or designee will assume responsibility for administrative functions related to EMS personnel attendance and evaluation.

(i) The HCSO-EMP will maintain on file for quick reference at its EMS offices, the following information:

–P.P.D. skin test for Tuberculosis done within the previous six (6) months or a chest x-ray (PA and Lat) and a complete TB questionnaire form prescribed by HIDALGO COUNTY EMS, and

-Up-to-date immunizations for MMR (measles, mumps, rubella). (Hepatitis B and influenza are strongly recommended.)

–List of Names of students and immunizations.

(j) HCSO-EMP will inform its EMS personnel that they are not considered employees of the HIDALGO COUNTY EMS and that they are not authorized to represent themselves as employees of HIDALGO COUNTY EMS.

(k) The HCSO-EMP agrees to inform its EMS personnel that they are not subject to coverage by HIDALGO COUNTY EMS's Workmen's Compensation Program.

(l) The EMS Director or designee will supply HIDALGO COUNTY EMS, at least (30) thirty days in advance, with a schedule of the EMS personnel who wish to participate in the program and the times they will be present at the HIDALGO COUNTY EMS.

(m) The EMS Director or designee will supply HIDALGO COUNTY EMS with a list of skills for personnel at each level of certification prior to clinical rotation.

3. Responsibilities of the HIDALGO COUNTY EMS.

(a) The HIDALGO COUNTY EMS will, at its sole discretion, permit said EMS personnel to observe its routines and procedures in HIDALGO COUNTY EMS's Emergency Medical Service under the direct supervision of HIDALGO COUNTY EMS personnel, licensed or qualified employees of the HIDALGO COUNTY EMS and self-study program instructor who will spot check students.

(b) The HIDALGO COUNTY EMS agrees to assist the program by providing through its supervisory personnel assistance with task sheets, attendance and evaluation sheets, at intervals to be agreed upon.

(c) The HIDALGO COUNTY EMS will orient the EMS Director or designee and EMS personnel to HIDALGO COUNTY EMS facilities and policies.

(d) The HIDALGO COUNTY EMS will inform its professional staff of its participation in the program.

(e) The HIDALGO COUNTY EMS will assume full responsibility for patient care.

(f) The HIDALGO COUNTY EMS reserves the right, in its absolute discretion, to refuse its facilities and services to any EMS personnel who do not meet the professional standards proposed by the HIDALGO COUNTY EMS.

(g) HIDALGO COUNTY EMS agrees to defend, indemnify and hold harmless HCSO-EMP, its officers, agents, elected officials, employees and any other person, firm or corporation bound to defend or pay judgments against said party form and against any and all claims, demands or causes of action including claims of attorney's fees and contribution or indemnity which arise due to negligence on the part of its agents, servants, or employees in the performance of any of its obligations under this Agreement.

(h) HIDALGO COUNTY EMS will designate a person or persons with whom all EMS personnel are to report upon arrival for and departure from the training program.

4. Miscellaneous.

4.1 This Agreement may be modified at any time upon the written requests of either party with the consent of the other party.

4.2 This Agreement is to remain in effect unless revisions are made, or as Changes are deemed necessary.

4.3 The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas and this Agreement is performable in Hidalgo County, Texas.

4.4 Any notices required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to HCSO-EMP:

Hidalgo County Sheriff's Office EMP
Attn: Chief J. Rivera
711 E. El Cibolo Road
Edinburg, Texas 78542

If to HIDALGO COUNTY EMS:

HIDALGO COUNTY EMS
Attn: Administrator
1415 W. Owassa Road
Edinburg, Texas 78539

4.5 The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

4.6 The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

4.7 All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

4.8 The execution and performance of this Agreement by HIDALGO COUNTY EMS and HCSO-EMP have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of HCSO-EMP and HIDALGO COUNTY EMS in accordance with its terms.

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS By and through the HIDALGO COUNTY SHERIFF'S OFFICE:

By:_____
J. E. "Eddie" Guerra
Hidalgo County Sheriff

ATTEST: _____
Arturo Guajardo, Hidalgo County Clerk

HIDALGO COUNTY EMS:

By:_____
Signature

Name: Kenneth Pearce

Title: CAO

Approved by Hidalgo County Commissioners Court on _____, 2017.

Approved as to Form:
Office of Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Josephine Ramirez-Solis
Assistant District Attorney

HIDALGO COUNTY SHERIFF'S OFFICE
EMERGENCY MEDICAL PROGRAM
AFFILIATION AGREEMENT FOR EMS PERSONNEL

THIS Agreement is made this 1st day of June 2017, by and between the **COUNTY OF HIDALGO, TEXAS By and Through the HIDALGO COUNTY SHERIFF'S OFFICE EMERGENCY MEDICAL PROGRAM, a unit of local government in the State of Texas,** hereinafter referred to as ***"HCSO-EMP"*** and **KNAPP MEDICAL CENTER, a non-profit Texas corporation dba KNAPP MEDICAL CENTER** hereafter referred to as the ***"Hospital".***

WHEREAS, the HCSO-EMP operates an Emergency Medical Technology Program; and

WHEREAS, HCSO-EMP desires to have personnel of its EMT Program participate in a clinical training program at Hospital's facility; and

WHEREAS, Hospital and HCSO-EMP recognize the need for well-trained and experienced EMS personnel and believe that the clinical training program will be of great benefit and service to Hospital, HCSO-EMP and the citizens of Hidalgo County; and

WHEREAS, the clinical training program will provide EMS personnel a wide range of experience and training necessary to provide quality emergency medical care.

NOW, THEREFORE, the parties hereto agree as follows:

1. Joint Responsibilities.

(a) All parties will cooperate to provide EMS personnel with a proper learning opportunity.

(b) All parties will agree on the number of EMS personnel receiving their clinical training at the Hospital, with consideration given to the number of EMS personnel, the opportunities for training and experience at Hospital, and the quality of care afforded to Hospital's patients.

(c) All parties will agree on a clinical schedule that shall include a list of students and where they will be scheduled for the rotation.

2. Responsibilities of the HCSO-EMP.

(a) The EMS personnel will abide by the policies of the Hospital while using its facilities, which policies will be provided in writing to the HCSO-EMP and each participating member of the EMS staff.

(b) The HCSO-EMP will emphasize to the EMS personnel the importance of respecting the confidential nature of all information that may be made available to them with respect to patients and hospital records and agrees to abide by all required state and federal law regarding same.

(c) To the extent permitted under the Constitution and laws of the State of Texas, HCSO-EMP agrees to defend, indemnify and hold harmless Hospital, its officers, agents, trustees , employees, and any other person, firm or corporation bound to defend or pay judgments against said party from and against any and all claims, demands, or causes of action including claims for attorney's fees and contribution or indemnity, which arise due to negligence on the part of its agents, servants, or employees, including, but not limited to EMS personnel, in the performance of any of its obligations under this Agreement.

(d) HCSO-EMP shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect HCSO-EMP and its participant, employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such general and professional liability insurance shall be not less than one million dollars ($1,000,000.00) for each occurrence and three million dollars ($3,000,000.00) in annual aggregate. A copy of the professional liability insurance policy carried by the HCSO-EMP on its EMS personnel will be furnished to the Hospital. In the event of insurance cancellation or modification HCSO-EMP agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage. Notwithstanding the above, HCSO-EMP shall maintain Workers' Compensation and Disability Insurance covering all EMS personnel who are enrolled in the clinical program. If a participant files a Workers' Compensation claim against Hospital, HCSO-EMP shall HCSO-EMP shall immediately indemnify Hospital and assume the responsibility of the Workers' Compensation claim. This policy must include Knapp Medical Center, a non-profit Texas corporation dba Knapp Medical Center, its officers, agents, employees and servants as additional insureds, but only insofar as the operations under the contract are concerned.

(e) HCSO-EMP's Director of EMT Program or designee will evaluate and counsel EMS personnel with regard to performance.

(f) The EMS Director or designee is responsible for direct supervision of the EMS personnel.

(g) EMS personnel will provide their own uniforms.

(h) The EMS Director or designee will assume responsibility for administrative functions related to EMS personnel attendance and evaluation.

(i) The HCSO-EMP will maintain on file for quick reference at its EMS offices, the following information:

–P.P.D. skin test for Tuberculosis done within the previous six (6) months or a chest x- ray (PA and Lat) and a complete TB questionnaire form prescribed by Hospital, and

-Up-to-date immunizations for MMR (measles, mumps, rubella). (Hepatitis B and influenza are strongly recommended.)

–List of Names of students and immunizations.

(j) HCSO-EMP will inform its EMS personnel that they are not considered employees of the Hospital and that they are not authorized to represent themselves as employees of Hospital.

(k) The HCSO-EMP agrees to inform its EMS personnel that they are not subject to coverage by Hospital's Workmen's Compensation Program.

(l) The EMS Director or designee will supply Hospital, at least (30) thirty days in advance, with a schedule of the EMS personnel who wish to participate in the program and the times they will be present at the Hospital.

(m) The EMS Director or designee will supply Hospital with a list of skills for personnel at each level of certification prior to clinical rotation.

3. Responsibilities of the Hospital.

(a) The Hospital will, at its sole discretion, permit said EMS personnel to observe its routines and procedures in Hospital's Emergency Department under the direct supervision of ER Physicians, licensed or qualified employees of the Hospital and self study program instructor who will spot check students.

(b) The Hospital agrees to assist the program by providing through its supervisory personnel assistance with task sheets, attendance and evaluation sheets, at intervals to be agreed upon.

(c) The Hospital will orient the EMS Director or designee and EMS personnel to hospital facilities and policies.

(d) The Hospital will inform its professional staff of its participation in the program.

(e) The Hospital will assume full responsibility for patient care.

(f) The Hospital reserves the right, in its absolute discretion, to refuse its facilities and services to any EMS personnel who do not meet the professional standards proposed by the Hospital.

(g) Hospital agrees to defend, indemnify and hold harmless HCSO-EMP, its officers, agents, elected officials, employees and any other person, firm or corporation bound to defend or pay judgments against said party form and against any and all claims, demands or causes of action including claims of attorney's fees and contribution or indemnity which arise due to negligence on the part of its agents, servants, or employees in the performance of any of its obligations under this Agreement.

(h) Hospital will designate a person or persons with whom all EMS personnel are to report upon arrival for and departure from the training program.

(i) Hospital will recommend to HCSO-EMP the withdrawal of EMS personnel if: (a) the achievement, progress, adjustment or health of the participant does not warrant a continuation at the Hospital, or (b) the behavior of the participant fails to confirm to the acceptable regulations of the Hospital. The Hospital will assist HCSO-EMP, if necessary, in implementing this recommendation.

(j) First Aid. Hospital shall provide necessary emergency health care or first aid to students and faculty for accidents occurring at Hospital.

a. HOSPITAL is not obligated to assume financial responsibility for such care and may request reimbursement from student or faculty.

(k) Hospital Orientation. Hospital shall provide HSCO-EMP with orientation materials related to Hospital policies, standards and practices; as applicable.

(l) Access to Facilities. Hospital shall permit students enrolled in the Clinical program have access to Hospital facilities as appropriate and necessary for their participation in the program, provided that access does not interfere with Hospital activities.

(m) Patient Care Responsibility. HOSPITAL retains clinical responsibility for the care of its patients. Students and faculty, as trainees and participants in the Field Experience program, will not replace HOSPITAL staff.

4. CONFIDENTIALITY OF MEDICAL INFORMATION

4.1 Access to Information. Neither Hospital nor HSCO-EMP nor participants enrolled in the clinical program shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any patient or medical record information regarding Hospital patients, and HSCO-EMP and Hospital and participants shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital, HSCO-EMP and participants, regarding the confidentiality of such information.

4.2 In addition, HSCO-EMP and HOSPITAL shall not use or disclose any protected health information and individually identifiable health information, as defined in 45 CFR Part 164 (collectively, the "**Protected Health Information**"), concerning a patient other than as permitted by this Agreement or provisions of the federal privacy regulations (the "**Federal Privacy Regulations**") and the federal security standards (the "**Federal Security Regulations**") as contained in 45 CFR Part 164.

4.3 For purposes of this Agreement, Students are trainees and shall be considered members of the Hospital's workforce as that term is defined in the HIPAA regulations at 45 C.F.R. Section 160.103. The HSCO-EMP shall be responsible for curriculum planning, admission, administration, requirements for matriculation, faculty appointments and promotions and any other requirements of any academic accrediting agency. Neither the HSCO-EMP nor its employees or agents shall be granted access to individually identifiable information unless the patient has first

given consent to such access. HSCO-EMP shall reasonably assist the Hospital in obtaining patient consent in appropriate circumstances.

5. Miscellaneous.

5.1 This Agreement shall have a term for a period of three (3) years ("Initial term"). Thereafter, this agreement may be renewed upon the mutual written agreement.

5 .2 This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party; provided that all students currently enrolled in the Program at Hospital at the time notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

5.1 This Agreement may be modified at any time upon the written requests of either party with the consent of the other party.

5.2 This Agreement is to remain in effect unless revisions are made, or as Changes are deemed necessary.

5.3 The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas and this Agreement is performable in Hidalgo County, Texas.

5.4 Any notices required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to HCSO-EMP:
Hidalgo County Sheriff's Office
EMP Attn: Chief J. Rivera
711 E. El Cibolo Rd.
Edinburg, TX 78542

If to Hospital:
Knapp Medical Center
Attn: Administrator
1401 E. 8th St.
Weslaco, TX 78596

Copy to:
Prime Healthcare Foundation, Inc.
3300 E. Guasti Rd., 3rd Floor
Ontario, CA 91739

5.5 The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

5.6 The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

5.7 All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

5.8 The execution and performance of this Agreement by Hospital and HCSO-EMP have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of HCSO-EMP and Hospital in accordance with its terms.

6.0 Conformance with Law: The Parties recognize that this Agreement is subject to, and agree to comply with, applicable local, state, and federal statutes, rules and regulations.

Any provisions of applicable statutes, rules or regulations that invalidate any term of this Agreement, that are inconsistent with any term of this Agreement, or that would cause any Party to be in violation of law will be deemed to have superseded the terms of this Agreement; provided, however, that the Parties will use their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of applicable statutes, rules, and regulations and negotiate in good faith toward amendment of this Agreement in such respect.

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS By and through the HIDALGO COUNTY SHERIFF'S OFFICE:

By:_____
J. E. "Eddie" Guerra
Hidalgo County Sheriff

ATTEST: _____
Arturo Guajardo, Hidalgo County Clerk

HOSPITAL:

By: _____, MSN
Signature

Name: Anna Hinojosa, RN MSN

Title: CNO / Vice-President Clinical Services

Approved by Hidalgo County Commissioners Court on _____, 2017.

Approved as to Form:
Office of Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Josephine Ramirez-Solis
Assistant District Attorney

HIDALGO COUNTY SHERIFF'S OFFICE
EMERGENCY MEDICAL PROGRAM
AFFILIATION AGREEMENT FOR EMS PERSONNEL

THIS Agreement is made this 1st day of June 2017, by and between the **COUNTY OF HIDALGO, TEXAS By and Through the HIDALGO COUNTY SHERIFF'S OFFICE EMERGENCY MEDICAL PROGRAM, a unit of local government in the State of Texas,** hereinafter referred to as ***"HCSO-EMP"*** and **KNAPP MEDICAL CENTER, a non-profit Texas corporation dba KNAPP MEDICAL CENTER** hereafter referred to as the ***"Hospital".***

WHEREAS, the HCSO-EMP operates an Emergency Medical Technology Program; and

WHEREAS, HCSO-EMP desires to have personnel of its EMT Program participate in a clinical training program at Hospital's facility; and

WHEREAS, Hospital and HCSO-EMP recognize the need for well-trained and experienced EMS personnel and believe that the clinical training program will be of great benefit and service to Hospital, HCSO-EMP and the citizens of Hidalgo County; and

WHEREAS, the clinical training program will provide EMS personnel a wide range of experience and training necessary to provide quality emergency medical care.

NOW, THEREFORE, the parties hereto agree as follows:

1. Joint Responsibilities.

(a) All parties will cooperate to provide EMS personnel with a proper learning opportunity.

(b) All parties will agree on the number of EMS personnel receiving their clinical training at the Hospital, with consideration given to the number of EMS personnel, the opportunities for training and experience at Hospital, and the quality of care afforded to Hospital's patients.

(c) All parties will agree on a clinical schedule that shall include a list of students and where they will be scheduled for the rotation.

2. Responsibilities of the HCSO-EMP.

(a) The EMS personnel will abide by the policies of the Hospital while using its facilities, which policies will be provided in writing to the HCSO-EMP and each participating member of the EMS staff.

(b) The HCSO-EMP will emphasize to the EMS personnel the importance of respecting the confidential nature of all information that may be made available to them with respect to patients and hospital records and agrees to abide by all required state and federal law regarding same.

(c) To the extent permitted under the Constitution and laws of the State of Texas, HCSO-EMP agrees to defend, indemnify and hold harmless Hospital, its officers, agents, trustees , employees, and any other person, firm or corporation bound to defend or pay judgments against said party from and against any and all claims, demands, or causes of action including claims for attorney's fees and contribution or indemnity, which arise due to negligence on the part of its agents, servants, or employees, including, but not limited to EMS personnel, in the performance of any of its obligations under this Agreement.

(d) HCSO-EMP shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect HCSO-EMP and its participant, employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such general and professional liability insurance shall be not less than one million dollars ($1,000,000.00) for each occurrence and three million dollars ($3,000,000.00) in annual aggregate. A copy of the professional liability insurance policy carried by the HCSO-EMP on its EMS personnel will be furnished to the Hospital. In the event of insurance cancellation or modification HCSO-EMP agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage. Notwithstanding the above, HCSO-EMP shall maintain Workers' Compensation and Disability Insurance covering all EMS personnel who are enrolled in the clinical program. If a participant files a Workers' Compensation claim against Hospital, HCSO-EMP shall HCSO-EMP shall immediately indemnify Hospital and assume the responsibility of the Workers' Compensation claim. This policy must include Knapp Medical Center, a non-profit Texas corporation dba Knapp Medical Center, its officers, agents, employees and servants as additional insureds, but only insofar as the operations under the contract are concerned.

(e) HCSO-EMP's Director of EMT Program or designee will evaluate and counsel EMS personnel with regard to performance.

(f) The EMS Director or designee is responsible for direct supervision of the EMS personnel.

(g) EMS personnel will provide their own uniforms.

(h) The EMS Director or designee will assume responsibility for administrative functions related to EMS personnel attendance and evaluation.

(i) The HCSO-EMP will maintain on file for quick reference at its EMS offices, the following information:

–P.P.D. skin test for Tuberculosis done within the previous six (6) months or a chest x- ray (PA and Lat) and a complete TB questionnaire form prescribed by Hospital, and

-Up-to-date immunizations for MMR (measles, mumps, rubella). (Hepatitis B and influenza are strongly recommended.)

–List of Names of students and immunizations.

(j) HCSO-EMP will inform its EMS personnel that they are not considered employees of the Hospital and that they are not authorized to represent themselves as employees of Hospital.

(k) The HCSO-EMP agrees to inform its EMS personnel that they are not subject to coverage by Hospital's Workmen's Compensation Program.

(l) The EMS Director or designee will supply Hospital, at least (30) thirty days in advance, with a schedule of the EMS personnel who wish to participate in the program and the times they will be present at the Hospital.

(m) The EMS Director or designee will supply Hospital with a list of skills for personnel at each level of certification prior to clinical rotation.

3. Responsibilities of the Hospital.

(a) The Hospital will, at its sole discretion, permit said EMS personnel to observe its routines and procedures in Hospital's Emergency Department under the direct supervision of ER Physicians, licensed or qualified employees of the Hospital and self study program instructor who will spot check students.

(b) The Hospital agrees to assist the program by providing through its supervisory personnel assistance with task sheets, attendance and evaluation sheets, at intervals to be agreed upon.

(c) The Hospital will orient the EMS Director or designee and EMS personnel to hospital facilities and policies.

(d) The Hospital will inform its professional staff of its participation in the program.

(e) The Hospital will assume full responsibility for patient care.

(f) The Hospital reserves the right, in its absolute discretion, to refuse its facilities and services to any EMS personnel who do not meet the professional standards proposed by the Hospital.

(g) Hospital agrees to defend, indemnify and hold harmless HCSO-EMP, its officers, agents, elected officials, employees and any other person, firm or corporation bound to defend or pay judgments against said party form and against any and all claims, demands or causes of action including claims of attorney's fees and contribution or indemnity which arise due to negligence on the part of its agents, servants, or employees in the performance of any of its obligations under this Agreement.

(h) Hospital will designate a person or persons with whom all EMS personnel are to report upon arrival for and departure from the training program.

(i) Hospital will recommend to HCSO-EMP the withdrawal of EMS personnel if: (a) the achievement, progress, adjustment or health of the participant does not warrant a continuation at the Hospital, or (b) the behavior of the participant fails to confirm to the acceptable regulations of the Hospital. The Hospital will assist HCSO-EMP, if necessary, in implementing this recommendation.

(j) First Aid. Hospital shall provide necessary emergency health care or first aid to students and faculty for accidents occurring at Hospital.

a. HOSPITAL is not obligated to assume financial responsibility for such care and may request reimbursement from student or faculty.

(k) Hospital Orientation. Hospital shall provide HSCO-EMP with orientation materials related to Hospital policies, standards and practices; as applicable.

(l) Access to Facilities. Hospital shall permit students enrolled in the Clinical program have access to Hospital facilities as appropriate and necessary for their participation in the program, provided that access does not interfere with Hospital activities.

(m) Patient Care Responsibility. HOSPITAL retains clinical responsibility for the care of its patients. Students and faculty, as trainees and participants in the Field Experience program, will not replace HOSPITAL staff.

4. CONFIDENTIALITY OF MEDICAL INFORMATION

4.1 Access to Information. Neither Hospital nor HSCO-EMP nor participants enrolled in the clinical program shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any patient or medical record information regarding Hospital patients, and HSCO-EMP and Hospital and participants shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital, HSCO-EMP and participants, regarding the confidentiality of such information.

4.2 In addition, HSCO-EMP and HOSPITAL shall not use or disclose any protected health information and individually identifiable health information, as defined in 45 CFR Part 164 (collectively, the "**Protected Health Information**"), concerning a patient other than as permitted by this Agreement or provisions of the federal privacy regulations (the "**Federal Privacy Regulations**") and the federal security standards (the "**Federal Security Regulations**") as contained in 45 CFR Part 164.

4.3 For purposes of this Agreement, Students are trainees and shall be considered members of the Hospital's workforce as that term is defined in the HIPAA regulations at 45 C.F.R. Section 160.103. The HSCO-EMP shall be responsible for curriculum planning, admission, administration, requirements for matriculation, faculty appointments and promotions and any other requirements of any academic accrediting agency. Neither the HSCO-EMP nor its employees or agents shall be granted access to individually identifiable information unless the patient has first

given consent to such access. HSCO-EMP shall reasonably assist the Hospital in obtaining patient consent in appropriate circumstances.

5. Miscellaneous.

5.1 This Agreement shall have a term for a period of three (3) years ("Initial term"). Thereafter, this agreement may be renewed upon the mutual written agreement.

5 .2 This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party; provided that all students currently enrolled in the Program at Hospital at the time notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

5.1 This Agreement may be modified at any time upon the written requests of either party with the consent of the other party.

5.2 This Agreement is to remain in effect unless revisions are made, or as Changes are deemed necessary.

5.3 The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas and this Agreement is performable in Hidalgo County, Texas.

5.4 Any notices required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to HCSO-EMP:
Hidalgo County Sheriff's Office
EMP Attn: Chief J. Rivera
711 E. El Cibolo Rd.
Edinburg, TX 78542

If to Hospital:
Knapp Medical Center
Attn: Administrator
1401 E. 8th St.
Weslaco, TX 78596

Copy to:
Prime Healthcare Foundation, Inc.
3300 E. Guasti Rd., 3rd Floor
Ontario, CA 91739

5.5 The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

5.6 The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

5.7 All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

5.8 The execution and performance of this Agreement by Hospital and HCSO-EMP have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of HCSO-EMP and Hospital in accordance with its terms.

6.0 Conformance with Law: The Parties recognize that this Agreement is subject to, and agree to comply with, applicable local, state, and federal statutes, rules and regulations.

Any provisions of applicable statutes, rules or regulations that invalidate any term of this Agreement, that are inconsistent with any term of this Agreement, or that would cause any Party to be in violation of law will be deemed to have superseded the terms of this Agreement; provided, however, that the Parties will use their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of applicable statutes, rules, and regulations and negotiate in good faith toward amendment of this Agreement in such respect.

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS By and through the HIDALGO COUNTY SHERIFF'S OFFICE:

By:_____
J. E. "Eddie" Guerra
Hidalgo County Sheriff

ATTEST: _____
Arturo Guajardo, Hidalgo County Clerk

HOSPITAL:

By: _____ RN, MSN
Signature

Name: Anna Hinojosa, RN MSN

Title: CNO/Vice-President Clinical Services

Approved by Hidalgo County Commissioners Court on _____, 2017.

Approved as to Form:
Office of Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Josephine Ramirez-Solis
Assistant District Attorney

HIDALGO COUNTY SHERIFF'S OFFICE
EMERGENCY MEDICAL PROGRAM
AFFILIATION AGREEMENT FOR EMS PERSONNEL

THIS Agreement is made this ___ day of _____ 2017, by and between the **COUNTY OF HIDALGO, TEXAS By and Through the HIDALGO COUNTY SHERIFF'S OFFICE EMERGENCY MEDICAL PROGRAM, a unit of local government in the State of Texas,** hereinafter referred to as ***"HCSO-EMP"*** and **CITY OF WESLACO FIRE DEPARTMENT EMS,** hereafter referred to as the ***"City".***

WHEREAS, the HCSO-EMP operates an Emergency Medical Technology Program; and

WHEREAS, HCSO-EMP desires to have personnel of its EMT Program participate in a clinical training program at City's facility; and

WHEREAS, City and HCSO-EMP recognize the need for well-trained and experienced EMS personnel and believe that the clinical training program will be of great benefit and service to City, HCSO-EMP and the citizens of Hidalgo County; and

WHEREAS, the clinical training program will provide EMS personnel a wide range of experience and training necessary to provide quality emergency medical care.

NOW, THEREFORE, the parties hereto agree as follows:

1. Joint Responsibilities.

(a) All parties will cooperate to provide EMS personnel with a proper learning opportunity.

(b) All parties will agree on the number of EMS personnel receiving their clinical training at the City, with consideration given to the number of EMS personnel, the opportunities for training and experience at City, and the quality of care afforded to City's patients.

(c) All parties will agree on a clinical schedule that shall include a list of students and where they will be scheduled for the rotation.

2. Responsibilities of the HCSO-EMP.

(a) The EMS personnel will abide by the policies of the City while using its facilities, which policies will be provided in writing to the HCSO-EMP and each participating member of the EMS staff.

(b) The HCSO-EMP will emphasize to the EMS personnel the importance of respecting the confidential nature of all information that may be made available to them with respect to patients and city records and agrees to abide by all required state and federal law regarding same.

(c) To the extent permitted under the Constitution and laws of the State of Texas, HCSO-EMP agrees to defend, indemnify and hold harmless City, its officers, agents, trustees , employees, and any other person, firm or corporation bound to defend or pay judgments against said party from and against any and all claims, demands, or causes of action including claims for attorney's fees and contribution or indemnity, which arise due to negligence on the part of its agents, servants, or employees, including, but not limited to EMS personnel, in the performance of any of its obligations under this Agreement.

(d) A copy of the professional liability insurance policy carried by the HCSO-EMP on its EMS personnel will be furnished to the City.

(e) HCSO-EMP's Director of EMT Program or designee will evaluate and counsel EMS personnel with regard to performance.

(f) The EMS Director or designee is responsible for direct supervision of the EMS personnel.

(g) EMS personnel will provide their own uniforms.

(h) The EMS Director or designee will assume responsibility for administrative functions related to EMS personnel attendance and evaluation.

(i) The HCSO-EMP will maintain on file for quick reference at its EMS offices, the following information:

–P.P.D. skin test for Tuberculosis done within the previous six (6) months or a chest x-ray (PA and Lat) and a complete TB questionnaire form prescribed by City, and

-Up-to-date immunizations for MMR (measles, mumps, rubella). (Hepatitis B and influenza are strongly recommended.)

–List of Names of students and immunizations.

(j) HCSO-EMP will inform its EMS personnel that they are not considered employees of the City and that they are not authorized to represent themselves as employees of City.

(k) The HCSO-EMP agrees to inform its EMS personnel that they are not subject to coverage by City's Workmen's Compensation Program.

(l) The EMS Director or designee will supply City, at least (30) thirty days in advance, with a schedule of the EMS personnel who wish to participate in the program and the times they will be present at the City.

(m) The EMS Director or designee will supply City with a list of skills for personnel at each level of certification prior to clinical rotation.

3. Responsibilities of the City.

(a) The City will, at its sole discretion, permit said EMS personnel to observe its routines and procedures in City's Emergency Medical Service under the direct supervision of City personnel, licensed or qualified employees of the City and self study program instructor who will spot check students.

(b) The City agrees to assist the program by providing through its supervisory personnel assistance with task sheets, attendance and evaluation sheets, at intervals to be agreed upon.

(c) The City will orient the EMS Director or designee and EMS personnel to City facilities and policies.

(d) The City will inform its professional staff of its participation in the program.

(e) The City will assume full responsibility for patient care.

(f) The City reserves the right, in its absolute discretion, to refuse its facilities and services to any EMS personnel who do not meet the professional standards proposed by the City.

(g) City agrees to defend, indemnify and hold harmless HCSO-EMP, its officers, agents, elected officials, employees and any other person, firm or corporation bound to defend or pay judgments against said party form and against any and all claims, demands or causes of action including claims of attorney's fees and contribution or indemnity which arise due to negligence on the part of its agents, servants, or employees in the performance of any of its obligations under this Agreement.

(h) City will designate a person or persons with whom all EMS personnel are to report upon arrival for and departure from the training program.

4. Miscellaneous.

4.1 This Agreement may be modified at any time upon the written requests of either party with the consent of the other party.

4.2 This Agreement is to remain in effect unless revisions are made, or as Changes are deemed necessary.

4.3 The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas and this Agreement is performable in Hidalgo County, Texas.

4.4 Any notices required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to HCSO-EMP:

Hidalgo County Sheriff's Office EMP
Attn: Chief J. Rivera
711 E. El Cibolo Road
Edinburg, Texas 78542

If to City:

City of Weslaco
Attn: Mayor
255 S. Kansas St.
Weslaco, Texas 78596

4.5 The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

4.6 The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

4.7 All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

4.8 The execution and performance of this Agreement by City and HCSO-EMP have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of HCSO-EMP and City in accordance with its terms.

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS By and through the HIDALGO COUNTY SHERIFF'S OFFICE:

By: _____
J. E. "Eddie" Guerra
Hidalgo County Sheriff

ATTEST: _____
Arturo Guajardo, Hidalgo County Clerk

CITY:
CITY OF WESLACO

By: _____
Signature WLC 06/06/17

Name: DAVID SUAREZ

Title: MAYOR

Approved by Hidalgo County Commissioners Court on _____, 2017.

Approved as to Form:
Office of Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Josephine Ramirez-Solis
Assistant District Attorney

HIDALGO COUNTY SHERIFF'S OFFICE
EMERGENCY MEDICAL PROGRAM
AFFILIATION AGREEMENT FOR EMS PERSONNEL

THIS Agreement is made this 16 day of May 2017, by and between the **COUNTY OF HIDALGO, TEXAS By and Through the HIDALGO COUNTY SHERIFF'S OFFICE EMERGENCY MEDICAL PROGRAM, a unit of local government in the State of Texas,** hereinafter referred to as ***"HCSO-EMP"*** and **FOUR PAWS ANIMAL HOSPITAL,** hereafter referred to as the ***"Hospital".***

WHEREAS, the HCSO-EMP operates an Emergency Medical Technology Program with a Canine Emergency Treatment program; and

WHEREAS, HCSO-EMP desires to have personnel of its Canine EMT Program participate in a clinical training program at Hospital's facility; and

WHEREAS, Hospital and HCSO-EMP recognize the need for well-trained and experienced EMS personnel and believe that the clinical training program will be of great benefit and service to Hospital, HCSO-EMP and Operational Canines in Hidalgo County; and

WHEREAS, the clinical training program will provide EMS personnel a wide range of experience and training necessary to provide quality emergency medical care.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Joint Responsibilities.**

   (a) All parties will cooperate to provide EMS personnel with a proper learning opportunity.

   (b) All parties will agree on the number of EMS personnel receiving their clinical training at the Hospital, with consideration given to the number of EMS personnel, the opportunities for training and experience at Hospital, and the quality of care afforded to Hospital's patients.

   (c) All parties will agree on a clinical schedule that shall include a list of students and where they will be scheduled for the rotation.

2. **Responsibilities of the HCSO-EMP.**

   (a) The EMS personnel will abide by the policies of the Hospital while using its facilities, which policies will be provided in writing to the HCSO-EMP and each participating member of the EMS staff.

(b) The HCSO-EMP will emphasize to the EMS personnel the importance of respecting the confidential nature of all information that may be made available to them with respect to patients and hospital records and agrees to abide by all required state and federal law regarding same.

(c) To the extent permitted under the Constitution and laws of the State of Texas, HCSO-EMP agrees to defend, indemnify and hold harmless Hospital, its officers, agents, trustees , employees, and any other person, firm or corporation bound to defend or pay judgments against said party from and against any and all claims, demands, or causes of action including claims for attorney's fees and contribution or indemnity, which arise due to negligence on the part of its agents, servants, or employees, including, but not limited to EMS personnel, in the performance of any of its obligations under this Agreement.

(d) A copy of the professional liability insurance policy carried by the HCSO-EMP on its EMS personnel will be furnished to the Hospital.

(e) HCSO-EMP's Director of EMT Program or designee will evaluate and counsel EMS personnel with regard to performance.

(f) The EMS Director or designee is responsible for direct supervision of the EMS personnel.

(g) EMS personnel will provide their own uniforms.

(h) The EMS Director or designee will assume responsibility for administrative functions related to EMS personnel attendance and evaluation.

(i) The HCSO-EMP will maintain on file for quick reference at its EMS offices, the following information:

–P.P.D. skin test for Tuberculosis done within the previous six (6) months or a chest x-ray (PA and Lat) and a complete TB questionnaire form prescribed by Hospital, and

-Up-to-date immunizations for MMR (measles, mumps, rubella). (Hepatitis B and influenza are strongly recommended.)

–List of Names of students and immunizations.

(j) HCSO-EMP will inform its EMS personnel that they are not considered employees of the Hospital and that they are not authorized to represent themselves as employees of Hospital.

(k) The HCSO-EMP agrees to inform its EMS personnel that they are not subject to coverage by Hospital's Workmen's Compensation Program.

(l) The EMS Director or designee will supply Hospital, at least (30) thirty days in advance, with a schedule of the EMS personnel who wish to participate in the program and the times they will be present at the Hospital.

(m) The EMS Director or designee will supply Hospital with a list of skills for personnel at each level of certification prior to clinical rotation.

3. Responsibilities of the Hospital.

(a) The Hospital will, at its sole discretion, permit said EMS personnel to observe its routines and procedures in Hospital's Emergency Department under the direct supervision of Physicians, licensed or qualified employees of the Hospital and self study program instructor who will spot check students.

(b) The Hospital agrees to assist the program by providing through its supervisory personnel assistance with task sheets, attendance and evaluation sheets, at intervals to be agreed upon.

(c) The Hospital will orient the EMS Director or designee and EMS personnel to hospital facilities and policies.

(d) The hospital will inform its professional staff of its participation in the program.

(e) The Hospital will assume full responsibility for patient care.

(f) The Hospital reserves the right, in its absolute discretion, to refuse its facilities and services to any EMS personnel who do not meet the professional standards proposed by the Hospital.

(g) Hospital agrees to defend, indemnify and hold harmless HCSO-EMP, its officers, agents, elected officials, employees and any other person, firm or corporation bound to defend or pay judgments against said party form and against any and all claims, demands or causes of action including claims of attorney's fees and contribution or indemnity which arise due to negligence on the part of its agents, servants, or employees in the performance of any of its obligations under this Agreement.

(h) Hospital will designate a person or persons with whom all EMS personnel are to report upon arrival for and departure from the training program.

4. Miscellaneous.

4.1 This Agreement may be modified at any time upon the written requests of either party with the consent of the other party.

4.2 This Agreement is to remain in effect unless revisions are made, or as Changes are deemed necessary.

4.3 The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas and this Agreement is performable in Hidalgo County, Texas.

4.4 Any notices required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to HCSO-EMP:

Hidalgo County Sheriff's Office EMP
Attn: Chief J. Rivera
711 E. El Cibolo Road
Edinburg, Texas 78542

If to Hospital:

Four Paws Animal Hospital
Attn: Administrator
214 Conquest Blvd.
Edinburg, Texas 78539

4.5 The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

4.6 The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

4.7 All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

4.8 The execution and performance of this Agreement by Hospital and HCSO-EMP have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of HCSO-EMP and Hospital in accordance with its terms.

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS By and through the HIDALGO COUNTY SHERIFF'S OFFICE:

By: _____
J. E. "Eddie" Guerra
Hidalgo County Sheriff

ATTEST: _____
Arturo Guajardo, Hidalgo County Clerk

HOSPITAL: Four Paws Animal Hospital

By: Justin Cerelli
Signature

Name: Justin Cerelli

Title: President

Approved by Hidalgo County Commissioners Court on _____, 2017.

Approved as to Form:
Office of Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Josephine Ramirez-Solis
Assistant District Attorney

From: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Daniel Fuentes" <daniel.fuentes@hidalgoso.org>, "gabriel castaneda" <gabriel.castaneda@hidalgoso.org>
Sent: Tuesday, June 20, 2017 9:47:19 AM
Subject: Re: follow up on affiliation agreements

I have reviewed the six affiliation agreements for the Sheriff's Office and approve as to form.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

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****

On Tue, Jun 20, 2017 at 9:38 AM, Daniel Fuentes <daniel.fuentes@hidalgoso.org> wrote:

Josie, good morning. The auditor is requesting the letter advising that the agreements were reviewed by legal and are approved for submission. We are trying to get them to them presented for next week. Thanks.

call me with any questions, 956-400-8323

Sr. Deputy Daniel Fuentes
Hidalgo County Sheriff's Office
Academy Training Division
715 El Cibolo Road
Edinburg Texas 78542
Office: 956-381-7979 #7985
Fax: 956-381-7997

From: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Victor Garza" <victor.garza@da.co.hidalgo.tx.us>, "Gabriel Castaneda" <gabriel.castaneda@hidalgoso.org>, "erica chapa" <erica.chapa@hidalgoso.org>, "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>
Sent: Tuesday, June 20, 2017 9:59:41 AM
Subject: Re: affiliation agreements

Marty,

I don't believe these would require 1295 disclosure forms. At least one is with another governmental unit. Further, they are not contracts for goods and services in the typical sense. There is no value or consideration being exchanged, but rather a mutual benefit for training and a public purpose.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

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mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

On Mon, Jun 19, 2017 at 2:50 PM, Martha Salazar <martha.salazar@co.hidalgo.tx.us> wrote:
Counselors:
Please clarify this issue: S/O points out that this type of agreement does not involve any fiscal impact, but merely gives Sheriff's Office ability to "ride along" to gain experience/education.
We await your response.
Yours truly,
Marty S.

From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Gabriel Castaneda" <gabriel.castaneda@hidalgoso.org>, "erica chapa" <erica.chapa@hidalgoso.org>
Sent: Monday, June 19, 2017 2:42:57 PM
Subject: Fwd: affiliation agreements

Ms. Marty-
Per our conversation, please forward to the Honorable Josie Ramirez (DAs) for advise on 1295 for these type of agreements. Included is 1295 information.

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Erica Chapa" <erica.chapa@hidalgoso.org>
To: "leticia saenz" <leticia.saenz@co.hidalgo.tx.us>

Sent: Monday, June 19, 2017 1:35:16 PM
Subject: affiliation agreements

Good Afternoon,

Attached is one of the agreements I spoke to you about earlier. I have an agreement for Medcare EMS, Hidalgo County EMS, Knapp Medical Center, City of Weslaco Fire Department EMS and Four Paws Animal Hospital. We would like to get this on the agenda for the following Commissioner's Court set for June 27, 2017 but wanted to verify if a 1295 form would be needed for each. Thank you for your assistance.

--

Erica Chapa
Admin. Assistant IV
Administration Division

PHONE# (956)393-6007
FAX# (956)393-6179

AI-60308 **Sheriff's Office** **8. B.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Joel Rivera, SHERIFF DEPT.

Submitted By: Erica Chapa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Discussion, consideration and approval to appoint Damian Orozco, student at the University of Texas at San Antonio as an intern under the Hidalgo County Sheriff's Office Law Enforcement Internship Program for the period of 07/2017 to 08/2017.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

INTERN.DOC

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/15/2017 09:26 AM
Budget & Management	Veronica Ortiz	06/15/2017 12:17 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Erica Chapa		Started On: 06/14/2017 01:05 PM
Final Approval Date: 06/23/2017		

Hidalgo County Sheriff's Office Law Enforcement Internship Program

Applicant: _____

Eligibility criteria:

- — 18 years of age. DL#_____
- — In good academic standing at the school they are attending (if applicable).
- — Legally authorized to work in the United States.
- — Must not have any convictions of a misdemeanor above a Class B, and/or a crime of moral, or a felony.
- — Subject to a criminal history check.
- — Memorandum of Understanding with the education institution must be on file with the Sheriff's Office (if applicable).

Internship Program Participation Assignment:

- ☐ Internal Affairs
- ☐ Academy Training Facility
- ☐ Communications
- ☐ Patrol
- ☐ Civil Process
- ☐ Investigations
- ☐ Crime Scene Specialist & Evidence/Property
- ☐ Detention Facility
- ☐ Intel. Research & Analysis
- ☐ Crime Prevention

Internship Duration: _____

_____

Signature

Hidalgo County Sheriff's Office Law Enforcement Internship Program

Purpose

The Hidalgo County Sheriff's Office (HCSO) Internship Program is a valuable learning experience for educators, college and/or university students and graduates seeking a career in Criminal Justice or other related fields. The program introduces Interns to various aspects of Law Enforcement which will enhance their understanding of the criminal justice system. The length of the Internship is determined by the Intern's educational institution curriculum or a predetermined time frame as agreed to by the HCSO. The HCSO's internships are a non paid position.

Eligibility

Applicants must meet the following criteria:

1. 18 years of age.
2. In good academic standing at the school they are attending (if applicable).
3. Legally authorized to work in the United States.
4. Must not have any convictions of a misdemeanor above a Class B, and/or a crime of moral, or a felony.
5. Subject to a criminal history check.
6. Memorandum of Understanding with the education institution must be on file with the Sheriff's Office (if applicable).

Guidelines and Restrictions

Interns will conform to the dress code of business casual wear and are not permitted to wear any type of clothing that could be construed as a law enforcement uniform. Interns shall be provided a copy of the Hidalgo County Personnel Policy Manual, must complete the pre-employment training and enrollment requirements prior to commencing, and will sign all relevant forms and acknowledgments as applicable, including but not limited to, personnel policy acknowledgement, harassment, nondiscrimination, and waiver of liability release form (as applicable).

The Intern must abide by all existing Federal, State, County, District laws, rules and/or regulations. The participating office/department will be responsible for

orienting students to the organization. Orientation should include, but is not limited to the following:

- A clear list of expectations, duties and goals;
- Section-specific policies and procedures;
- A list of the resources available to the Intern (i.e., a workstation that has been set up for the Intern, supplies and items needed by the Intern); and
- Any other relevant information for the Intern to be successful during the course of the Internship.

All Interns are considered at-will placements, and the placement can be terminated at any time at the discretion of the HCSO.

Upon completion of the Internship period, Interns are not automatically entitled to a paid position within the County, and/or the HCSO.

Standards of Conduct

All Interns must abide by the standards of conduct as outlined in the Hidalgo County Personnel Policy Manual and The HCSO (as applicable), and are responsible for complying with the required standards of conduct.

At a minimum, all Interns are required to conduct themselves in a professional manner at all times and to use discretion when dealing with sensitive matters and confidential information. Interns will conform to the dress code of business casual wear and are not permitted to wear any type of clothing that could be construed as a law enforcement uniform. Interns must maintain hygiene and grooming in a business-like manner that is appropriate to the section placement and which reflects positively on the HCSO.

If any policy or standard of conduct is violated by the Intern during the Internship period, the Intern will be terminated at the discretion of the HCSO.

Internship Program

Interns may be assigned to a structured schedule within various sections within the four major divisions of the HCSO, to include the following:

1. **Internal Affairs:** The Intern will experience the various aspects of the hiring process. Duties may include accompanying the background Investigator on home visits, reviewing and validating information given by applicants with respect to criminal charges, finances, references, employment, as well as any other information discovered during the background investigation.

2. **Academy Training Facility** and observe the different types of training law enforcement officers are required to attend.

3. **Communications:** The Intern may spend a day in the Sheriff's Office Communication Unit and experience first hand the responsibilities of a dispatcher. They will learn the 911 call taking process and review how each call is categorized according to its priority, and then disseminated to the responding deputies. The Intern may assist with the process involved obtaining vital information for reports such as runaways, and welfare concerns. They will also see how Hidalgo County is divided into sectors and evaluate the response time by deputies is handled.

4. **Patrol Deputy:** The Intern will accompany a Patrol Deputy during their tour of duty. The Intern will have a better understanding of patrol operations. He/She may experience an arrest or subdue resisting subjects while employing defensive tactic maneuvers. The Intern may be a part of a situation involving a pursuit involving speeds that are in excess of posted limits while exercising due care and caution. The Intern will be exposed to the paperwork involved with each contact made.

5. **Civil Process:** The Intern will see first hand how civil citations, subpoenas, and protective orders are assigned to civil deputies. The Intern will experience riding along with the deputy in his daily service of serving legal documents. They may assist a transport deputy in transporting inmates or patients to various destinations. They will gather files and receive identifiers to facilitate the transportation of a wanted subject from other counties or out of state.

6. **Investigations:** The Intern will sit through CID briefing in the morning and shadow the experiences of an Investigator. The Intern will begin with an **Intake Investigator** and experience the beginning process of arrest cases that were completed during the night. The Intern will experience the arraignment process and would assist the Intake Investigator in handling misdemeanor cases such as Harassment, Unauthorized Use of Motor Vehicle, and Assaults. Later, the Intern will learn the tasks of a **Juvenile Investigator**. The Intern will experience first hand the various cases involving youth offenders. When a

juvenile is apprehended for the first time after violating the law, the process is very different compared to an adult offender. The Intern will learn several aspects of the Juvenile Justice system ranging from processing of juveniles through the legal system to the acceptance into the Juvenile Detention Center.

7. The Intern will spend a day with a **Criminal Investigator** and experience the caseload assigned to each specialty Investigator on a daily basis. They may experience an interview with the complainant and the process necessary to pursue criminal charges. The Intern may also experience the interview or interrogation process, review cases, and prepare the presentation of facts for a detailed DA case for court. They will learn the process of safeguarding and submitting any property recovered.

8. **Crime Scene Specialist:** The Intern will spend time with a Crime Scene Specialist and experience first hand the recovery of DNA, how to process and secure evidence and how to submit evidence to the proper crime laboratory. They may also attend an autopsy that did not occur involving a criminal offense. They will experience the execution of a search warrant of a vehicle or residence. They will become familiarized with the Mobile Crime Scene Unit and learn the procedure utilized in handling, and processing weapons recovered at a crime scene. If court is in session, and a Crime Scene Specialist is testifying, the Intern may experience first hand court testimony. The Intern will tour the **Evidence/ Property Room** and learn the procedures involved in the safekeeping of evidence.

9. The Intern will spend a day at the **Detention Facility** and will experience first hand the responsibilities and demands of a Detention Officer. They will learn the fingerprinting and booking process. They will experience the methods used for classifying housing assignments and the required skills necessary for the monitoring of inmates. The Intern will observe the process utilized in order for an inmate to receive a meal, medical attention, or recreational time. They will also get a review of the responsibilities needed to safely transport inmates to the courtroom. They will experience first hand the responsibilities and demands of a Detention Officer. The Intern will spend a day at the Detention Facility in the courtroom setting as they experience the process of being arraigned.

10. **Intel:** The Research and Analysis Division is a civilian unit reporting to the Sheriff. This Unit is responsible for providing preliminary crime data, arrest data, calls for service data, to both the public and other divisions within the Sheriff's Office, conducting program evaluations, gathering statistics, and

conducting other operational support research projects including the mapping of crime statistics. The Intern may include case review for data extraction and logging a homicide study, data entry for a sex abuse study, weekly and monthly statistical reports, sorting, copying, and filing.

11. **Crime Prevention:** The Intern will work closely with Deputies in the Crime Prevention Unit. They may assist with design, creation, or updating content of pamphlets, power points or face book posts. The Intern may assist or interact in communication with stakeholders, or other agencies. The Intern may also support special projects like advancing neighborhood partnerships, or special events, presentations to schools, health fairs, or other crime prevention activities. The Intern will have the opportunity to partake directly in the community to identify issues that need to be addressed, obtain information regarding crime occurring in that area and increase the citizen's awareness through a continuous information program.

Evaluation / Summary Report

All Interns should be provided with ongoing feedback on how well they are meeting the goals and expectations of their Internship. At the conclusion of the internship, the intern will provide a written evaluation of the field experience emphasizing all aspects of the program, to include any recommendations.

If applicable, participating sections/divisions shall be responsible for abiding by any formal requirements that an educational institution may requires of a participating Intern.

It is our goal to enhance the Intern's understanding of the criminal justice system and every effort will be made to keep the Intern out of life threatening situations.

Hidalgo County Sheriff's Office Law Enforcement Internship Program

INTERNSHIP AGREEMENT AND WAIVER OF LIABILITY

I, Damian Orozco, agree to participate in an internship with The Hidalgo County Sheriff's Office, County of Hidalgo, Texas, in an unpaid capacity, as outlined in this agreement. I hereby certify that I am at least 18 years of age at this time, and that I am legally authorized to work in the United States. I am currently a student at The University of Texas at San Antonio

I hereby agree to comply with all relevant policies, procedures and requirements as outlined in the Hidalgo County Sheriff's Office Law Enforcement Internship Program, Personnel Policy Manual and/or Hidalgo County Sheriff's Office policies or rules. I understand that I may not receive compensation for my services provided during the internship period, and that no other benefits will be provided. I understand that my placement in this internship is at-will and that I may be terminated at any time at the discretion of the Hidalgo County Sheriff's Office.

I hereby voluntarily release, discharge, waive and relinquish any and all action or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my internship with Hidalgo County Sheriff's Office. I hereby release, waive, discharge and relinquish any actions or causes of actions aforementioned, which may hereafter arise for me and my estate, and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against the Hidalgo County Sheriff's Office, the County of Hidalgo, or any of its agents and employees for any said cause of action, whether the same shall arise by negligence of any said persons, or otherwise. It is my intent by this instrument to exempt and release, indemnify and hold harmless the Hidalgo County Sheriff's Office, the County of Hidalgo, and any of its employees, its elected or appointed officials, employees and agents for any personal injury, property damage, or wrongful death cause by negligence.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS AND HAVE BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN AN INTERNSHIP AND AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT.

Damian Orozco
Print Name

Damian Orozco
Signature

2 June 2017
Date

AI-60363 **Executive Office** **9. B.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Farmers Texas County Mutual Insurance Company in the amount of $195.00 to settle property damage claim to County vehicle windshield. (Sheriff Office)

BACKGROUND

Fiscal Impact

Attachments

Farmers Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/20/2017 03:15 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Aida Alvarez		Started On: 06/20/2017 02:36 PM
Final Approval Date: 06/23/2017		

CLAIMS SERVICE CENTER

Check Number: 1617150748
Date: 06/05/2017

PAY NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE $195.00******

To the order of
County of Hidalgo
9805 N 10TH ST
MCALLEN, TX, 78504-9529

Claimant/Patient:	Business Hidalgo County
Insured:	Business Carrales Jc Ranch, Ltd.
Date of Loss:	05/19/2017
Claim Unit Number:	3008745115-1-1
Check Number:	1617150748
Payment Under Insured's:	Property Damage
Correspondence Reference:	7T2HRSJ8
Reference Number	undefined
Print Date	06/05/2017 11:13 AM
Requested By	Tuan Tran

ASO County of HidalgoDOL: 5/19/201Claim No.: 3008745115Policy No.: 1960513-98-20Policy Holder: Jaime Isaac Carrales

PLEASE FOLD AND DETACH CHECK ON RED LINE BELOW

THIS DOCUMENT CONTAINS VOID TEXT THAT WILL APPEAR WHEN PHOTOCOPIED.

FARMERS INSURANCE

62-20/311

Farmers Texas County Mutual Insurance Company
CLAIMS SERVICE CENTER
NATIONAL DOCUMENT CENTER PO BOX 268994
OKLAHOMA CITY OK 73126

Claim Unit # 3008745115-1-1

Check No. 1617150748
Date: 06/05/2017

PAY One Hundred Ninety Five Dollars And No Cents $195.00******

NOT GOOD AFTER SIX MONTHS

To the order of
County of Hidalgo
9805 N 10TH ST
MCALLEN, TX, 78504-9529

Citibank N.A. - One Penns Way - New Castle, DE 19720

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

⑈1617150748⑈ ⑆031100209⑆ 3872438⑈

01 01 003498 7T2HRSJ821 CB0605P2 021] 010493

A1 Auto Glass
Any Car, Any Glass, Anytime

517 N. 10TH STREET
MCALLEN, TX 78501
(956)686-1300

Invoice: 22706
Date:05/30/2017

Sold To:

HIDALGO COUNTY SHERIFF'S
711 EL CIBOLO RD
EDINBURG TX 78539

Ph:(956)318-2626 Fax:(956)393-6189

Csr: Tech: PO 762-468 Terms:NET 30

Acct:347612

Vehicle2016 CHEVROLET SUBURBAN 4 DOOR UTILITY Unit:717

Qty	Part / Description	List Price	Material	Labor	Item Total
1	DW02133GBY - Windshield Green Tint/Blue Shade (w/Molding attached)(3/4 Mlding,lower Foam Dam & R/s Bracket)(Solar)(Acoustic Interlayer)(Rain Sensor)	590.40	135.00	60.00	195.00
1.00	HAH000004 - Adhesive(Nags) (Urethane,Dam,Primer) (2.00)		0.00	0.00	0.00

Notes: unit# 717

vin#--

Thank You For Your Business. We would like to know how did you hear about us?
Was it thur: Internet ___ Yellow Pages __ Referral __ Insurance Network __ Other __..

You Can Reach Us Thru Our Web Site: mcallena1autoglass.com

SIGNATURE _____

Material	Labor	Tax	Total	Deductible	Payments	Balance
135.00	60.00	0.00	195.00	0.00	0.00	195.00

Customer Copy

AI-60364 **Executive Office** **9. C.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Cramer Johnson Wiggins & Associates in the amount of $2,887.80 and a settlement check from AXIS Surplus Insurance Company in the amount of $2,887.80 to settle storm damages to County property during the Weather Event of May 31, 2016.

BACKGROUND

DOI: 05/31/15

Acct #: 7-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Cramer Johnson Wiggins & AXIS Insurance Company Settlement Checks

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Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/20/2017 03:16 PM
Linda Flores	Linda Flores	06/21/2017 09:32 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Aida Alvarez		Started On: 06/20/2017 02:51 PM
Final Approval Date: 06/23/2017		

POLICY NUMBER 10T029659058481500
CJW CLAIM NO. 4131084
CAT
DATE OF LOSS 05/31/2016
AMOUNT $2,887.80
INSURED HIDALGO COUNTY
ADJUSTER Gregory Cusick

VENDOR#

MAIL TO
COUNTY OF HIDALGO EXECUTIVE OFFICE
9805 NORTH 10TH STREET
MCALLEN TX 78504
ATTN: LAURO TORRES

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Cramer Johnson Wiggins & Assoc.
on Behalf of AmRisc, LP
1420 EDGEWATER DRIVE
ORLANDO, FL 32804

AmRisc, LLP

Fifth Third Bank
1401 Lee Road
Orlando, Florida 32860

63-993/631
11

CHECK NUMBER 14635

CLAIM NO.	INSURED	DATE OF LOSS	POLICY NUMBER	DATE ISSUED
4131084	HIDALGO COUNTY	05/31/2016	10T029659058481500	06/11/2017

FOR: Bldg ACV-QUOTA SHARE

VOID AFTER 90 DAYS

PAY: Two Thousand Eight Hundred Eighty Seven & 80/100 Dollars

AMOUNT
$2,887.80

PAY TO THE ORDER OF HIDALGO COUNTY

RUB RED IMAGE FADES WITH HEAT

AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

⑈014635⑈ ⑆063109935⑆ 744220665 7⑈

SWORN STATEMENT IN PROOF OF LOSS

$____2,500,000 p/o $10,000,000
AMOUNT OF COVERAGE AT TIME OF LOSS

AMR-54687, AMP7529813-00, MSP-21701, CPP0167984
10T029659-05848-15-00, USI-18136-00,7DA3CM0005553-00
POLICY NUMBERS

____12/31/2015
COVERAGE EFFECTIVE DATE

4131084
CLAIM NUMBER

___ 12/31/2016
COVERAGE EXPIRATION DATE

To Certain Underwriters at Lloyd's, London, Indian Harbor Insurance Company, QBE Specialty Insurance Company, Steadfast Insurance Company, General Security Indemnity Company of Arizona, United Specialty Insurance Company, and Princeton Excess and Surplus Lines Insurance Company

At time of loss, by above indicated policy of insurance, you insured the interest of Hidalgo County against loss by All Risks Unless Excluded to the property described according to the terms and conditions of said policy and all forms, endorsements, transfers and assignments attached thereto.

1. **Time and Origin:** A ___windstorm___ loss occurred about the hour of __o'clock __p__ m. on the __31st___ day of __May__, 2016. The cause and origin of the said loss were: windstorm
2. **Occupancy:** The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: __Various Locations _____
3. **Title and Interest:** At the time of the loss, the interest of your Insured in the property described therein was _____owner_____. No other person or persons had any interest therein or encumbrance thereon, except: _____None noted or disclosed_____
4. **Changes:** Since the said contract was issued, there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: _____None noted or disclosed_____
5. **Total Insurance:** The total amount of coverage upon the property described by this contract was, at the time of the loss, $_2,500,000 p/o $10,000,000__ as more particularly specified in the apportionment attached, besides which there was no policy or other contract of insurance, written or oral, valid or invalid.
6. **The Actual Cash Value** of said property at the time of the loss was . . . . . $ ___NA_____
7. **The Whole Loss and Damage** was . . . . . $93,806.02 p/o 375,224.09

8. **Less Amount of Remaining Recoverable Depreciation** . . . . . **$2889.76 p/o 11,559.05**
9. **The ACV Amount Claimed was** . . . . . **$90,916.26 p/o 363,665.04**
10. **Less Deductible & Prior Payments** . . . . . **$88,028.46 p/o 352,113.84**
11. **The Amount Claimed under the above numbered policy is** . . . . . **$2,887.80 p/o 11,551.20**
12. **Supplement Claim to be filed in accordance with the terms and conditions of the policy is** . . . **$2,889.76 p/o 11,559.05**

The said loss did not originate by any act, design or procurement on the part of the Insured, or this affiant; nothing has been done by or with the privity or consent of the Insured or this affiant, to violate the conditions of the contract, or render it void; no articles are mentioned herein or in annexed schedule but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said Company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above Company is not a waiver of any of its rights.

State of Texas

County of Hidalgo

_____

Authorized Representative of Hidalgo County

Subscribed and sworn to before me this 23rd day of May, 2017.

Monica Badillo

Notary Public

MONICA BADILLO NOTARY PUBLIC STATE OF TEXAS EXPIRES 04/21/2019

A-PROOF OF LOSS

AXIS Surplus Insurance Company
11680 Great Oaks Way
Suite 500
Alpharetta, GA 30022

Check #:	181729
Check Date:	6/06/2017
Writing Company:	BR6-CWS
Check Amount:	$2,887.80

COUNTY OF HIDALGO EXECUTIVE OFFICE
ATTN: LAURO TORRES- ADMINISTRATIVE ASSISTANT IV
9805 N. 10TH ST.
MCALLEN, TX 78504

Policy #	Claim #	Insured	Item #	Amount
790638/01/2015/0000	124350	HIDALGO COUNTY		2,887.80

Reason: Indemnity Payment-Date of Loss- 5/31/16- AXIS' 25% share

Sub-total (page):	2,887.80
Total:	2,887.80

THE FACE OF THIS DOCUMENT IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK

AXIS Surplus Insurance Company
11680 Great Oaks Way
Suite 500
Alpharetta, GA 30022

Wachovia-7987
One South Broad Street
Mail Code 4135
Philadelphia, PA 19107

NO. 181729
6/06/2017

64-975
612

AMOUNT
$ *******2,887.80

PAY *Two thousand eight hundred eighty seven and 80/100 Dollars*

TO THE ORDER OF

HIDALGO COUNTY

MP

⑈0000181729⑈ ⑆061209756⑆ 20799000879871⑈

SWORN STATEMENT IN PROOF OF LOSS

$ 2,500,000 p/o $10,000,000
AMOUNT OF COVERAGE AT TIME OF LOSS

EAF790638/15
POLICY NUMBERS

12/31/2015
COVERAGE EFFECTIVE DATE

ATL124350
CLAIM NUMBER

12/31/2016
COVERAGE EXPIRATION DATE

To Axis Surplus Insurance Company
At time of loss, by above indicated policy of insurance, you insured the interest of Hidalgo County against loss by All Risks Unless Excluded to the property described according to the terms and conditions of said policy and all forms, endorsements, transfers and assignments attached thereto.

1. **Time and Origin:** A windstorm loss occurred about the hour of o'clock p m. on the 31st day of May, 2016. The cause and origin of the said loss were: windstorm
2. **Occupancy:** The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Various Locations
3. **Title and Interest:** At the time of the loss, the interest of your Insured in the property described therein was owner. No other person or persons had any interest therein or encumbrance thereon, except: None noted or disclosed
4. **Changes:** Since the said contract was issued, there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: None noted or disclosed
5. **Total Insurance:** The total amount of coverage upon the property described by this contract was, at the time of the loss, $ 2,500,000 p/o $10,000,000 as more particularly specified in the apportionment attached, besides which there was no policy or other contract of insurance, written or oral, valid or invalid.
6. **The Actual Cash Value** of said property at the time of the loss was . . . . . $ NA
7. **The Whole Loss and Damage** was . . . . . $93,806.02 p/o 375,224.09

8. Less Amount of Remaining Recoverable Depreciation	**$2889.76 p/o 11,559.05**
9. The ACV Amount Claimed was	**$90,916.26 p/o 363,665.04**
10. Less Deductible & Prior Payments	**$88,028.46 p/o 352,113.84**
11. The Amount Claimed under the above numbered policy is	**$2,887.80 p/o 11,551.20**
12. Supplement Claim to be filed in accordance with the terms and conditions of the policy is . . .	**$2,889.76 p/o 11,559.05**

The said loss did not originate by any act, design or procurement on the part of the Insured, or this affiant; nothing has been done by or with the privity or consent of the Insured or this affiant, to violate the conditions of the contract, or render it void; no articles are mentioned herein or in annexed schedule but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said Company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above Company is not a waiver of any of its rights.

State of Texas

County of Hidalgo

Authorized Representative of Hidalgo County

Subscribed and sworn to before me this 23rd day of May, 2017

Notary Public

MONICA BADILLO
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
04/21/2019

A-PROOF OF LOSS

AI-60322 **Human Resources** **10. B.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Pct. #4 CRC (1100):

1. Discussion, consideration, and approval to create the following Part-time Temporary positions not to exceed 9 weeks effective next full pay period, 7/10/2017:

Action	Slot No.	Position Title	Proposed Budgeted Salary
Create	T006	Clerk I	$2,160.00 - $12.00/hr.
Create	T007	Clerk I	$2,160.00 - $12.00/hr.
Create	T008	Clerk I	$2,160.00 - $12.00/hr.
Create	T009	Clerk I	$2,160.00 - $12.00/hr.

2. Approval of interdepartmental transfer.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-466-00-124-077-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available via interdepartmental transfer.

Attachments

Fiscal Note

Transfer

PARs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/23/2017 02:00 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Diana Munoz Started On: 06/15/2017 03:56 PM
Final Approval Date: 06/23/2017

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: June 27, 2017 Agenda Item: 60322

Summary of request/proposal:
PCT 4 CRC (1100): Approval of the following personnel actions, effective next pay period:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Clerk I	T006	122	0.00	2,160.00	2,160.00
1100	Clerk I	T007	122	0.00	2,160.00	2,160.00
1100	Clerk I	T008	122	0.00	2,160.00	2,160.00
1100	Clerk I	T009	122	0.00	2,160.00	2,160.00
				0.00	8,640.00	8,640.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-466-00-124-077-0-	122	PCT 4 CRC-	TEMP P/T EMPLOYEES	$8,640.00
7-1100-466-00-124-077-0-	220	PCT 4 CRC-	FICA	$660.96
7-1100-466-00-124-077-0-	250	PCT 4 CRC-	UNEMPLOYMENT COMP	$51.84
7-1100-466-00-124-077-0-	260	PCT 4 CRC-	WORKER'S COMP	$18.14
			2017 Budgetary Impact	$9,370.94

Possible Funding Sources: Interdepartmental transfer from Co-Wide Adm-Contingency.

Comments:

DATE: June 23, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct 4 CRC

ACCOUNT NUMBER: 7-1100-4XX-00-1XX-00X-0-XXX

CONTACT PERSON: Miguel Martinez **PHONE:** (956) 292-7025 Ext. 5407

2017
Transfer
AI-60322

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
7-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(9,370.94)
TO			
7-1100-466-00-124-077-0- 122	PCT 4 CRC-	TEMP P/T EMPLOYEES	8,640.00
7-1100-466-00-124-077-0- 220	PCT 4 CRC-	FICA	660.96
7-1100-466-00-124-077-0- 250	PCT 4 CRC-	UNEMPLOYMENT COMP	51.84
7-1100-466-00-124-077-0- 260	PCT 4 CRC-	WORKER'S COMP	18.14
TOTAL BUDGET INCREASE (DECREASE)			$ (0.00)

REASON: **Transfer needed to fund personnel actions for AI-60322.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JUN 12 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	05/31/2017	**CURRENT POSITION TITLE:**	New
DEPARTMENT NAME:	Precinct 4 CRC	**CURRENT SLOT NO.:**	New T006, T007, T008, T009
DEPARTMENT NO.:	124 -077	**REQUESTED POSITION TITLE:**	Clerk I

REQUEST FOR: ☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
Ø	($2,160 x 4 =) $ 8,640.00	~~$ 0.00~~ ~~$18,640.00~~

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
		$ 0.00

TOTAL BUDGETARY IMPACT: ~~$ 0.00~~ $ 8,640.00 MM

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds
☐ Salary Adjustment ☑ Other ~~CRC Budget Account 124-077 (Lapsed Salaries)~~ PR

POSITION TYPE:

☐ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☑ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt

FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

~~06/07/2017~~ Start Date	~~08/04/2017~~ End Date	Work Schedule	Hours Per Week	Duration of Position
		Monday-Friday	20	9 weeks

Annual Salary $ 2,160.00 x 4 = $ 8,640.00 Hourly Rate $ 12.00
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Temporary staff to attend with the summer program that will be held at the new Community Research Center

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 6/6/17
Department of Human Resources	Date 6/21/2017
Department of Budget & Management	Date 6/21/17

HR Form: 032 *2/9/2017*

AI-60476 **Human Resources** **10. C.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Constable Pct. #4 (1100):
1. Discussion, consideration, and approval to create one (1) Temporary Full Time Clerk I position, Slot T025, Dept./Prog. No.294-001 at $12.00 per hour/$12,480.00 proposed budgeted salary, not to exceed six (6) months or 12/31/17, effective next full pay period of 07/10/2017.
2. Approval of intradepartmental transfer.

BACKGROUND

Fiscal Impact

Attachments

fiscal note
PAR

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Diana Munoz Started On: 06/23/2017 04:35 PM
Final Approval Date: 06/23/2017

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: June 27, 2017 **Agenda Item:** **60476**

Summary of request/proposal:
Constable Pct 4 (1100): Approval of the following personnel actions, effective next pay period:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Clerk I	T025	122	0.00	12,480.00	12,480.00
				0.00	12,480.00	12,480.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-421-00-294-001-0-	121	PCT 4 CRC-	TEMP F/T EMPLOYEES	$12,480.00
7-1100-421-00-294-001-0-	220	PCT 4 CRC-	FICA	$954.72
7-1100-421-00-294-001-0-	250	PCT 4 CRC-	UNEMPLOYMENT COMP	$74.88
7-1100-421-00-294-001-0-	260	PCT 4 CRC-	WORKER'S COMP	$26.21
			2017 Budgetary Impact	$13,535.81

Possible Funding Sources: **Funding undetermined.**

Comments:

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JUN 26 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 06/26/2017
DEPARTMENT NAME: Constable Precinct 4
DEPARTMENT NO.: 294 - 001
CURRENT POSITION TITLE:
CURRENT SLOT NO.: T095 (proposed)
REQUESTED POSITION TITLE: Clerk I

REQUEST FOR: ☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other

	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:	D	$ 12,480.00	$ 12,480.00
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: $ 12,480.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:
☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds
☐ Salary Adjustment ☐ Other

POSITION TYPE:
☐ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☑ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position
7/10/17 ~~07/24/2017~~	~~01/24/2018~~	M-F 8a-5p	40+	6 Months

Annual Salary $ 12,480.00 (Annual Salary / 2080 hrs per year = Hourly Rate) Hourly Rate $ 12.00

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department is under staffed and have had an increase in clerical duties in the past several months.

Department Head	Date 06/26/2017
Department of Human Resources	Date 6/26/2017
Department of Budget & Management	Date 6/26/17

HR Form: 032 *2/9/2017*

AI-60367 **Human Resources** **10. D.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Tax Office (1100):
1. Discussion, consideration and approval of the following personnel actions, effective next full pay period:

Action	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	0146	Clerk I	$24,960.00	$0.00
Delete	0156	Clerk II	$24,960.00	$0.00
Create	0191	Title Examiner II	$0.00	$37,000.00
Create	0192	Deputy Clerk II	$0.00	$30,000.00

BACKGROUND

Requested positions intended to staff the new McAllen Substation.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-415-15-140-001-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding undetermined.

Attachments

Fiscal Note

PARs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2017 04:28 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Diana Munoz		Started On: 06/20/2017 04:23 PM
Final Approval Date: 06/23/2017		

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: Wednesday, July 05, 2017 **Agenda Item:** **60367**

Summary of request/proposal:
Tax Office (1100): Approval of the following personnel actions, effective next pay period:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Clerk I	0146	113	24,960.00	0.00	(24,960.00)
1100	Clerk II	0156	113	24,960.00	0.00	(24,960.00)
1100	Title Examiner II	0191	113	0.00	37,000.00	37,000.00
1100	Deputy Clerk II	0192	113	0.00	30,000.00	30,000.00
				49,920.00	67,000.00	17,080.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-415-15-140-001-0-	113	TAX OFFICE-	REG F/T EMPLOYEES	$8,211.54
7-1100-415-15-140-001-0-	211	TAX OFFICE-	HEALTH INSURANCE	$0.00
7-1100-415-15-140-001-0-	212	TAX OFFICE-	LIFE INSURANCE	$0.00
7-1100-415-15-140-001-0-	220	TAX OFFICE-	FICA	$628.18
7-1100-415-15-140-001-0-	230	TAX OFFICE-	RETIREMENT	$941.86
7-1100-415-15-140-001-0-	250	TAX OFFICE-	UNEMPLOYMENT COMP	$49.27
7-1100-415-15-140-001-0-	260	TAX OFFICE-	WORKER'S COMP	$17.24
			2017 Budgetary Impact	$9,848.09

2018 Budgetary Impact $20,484.05

Possible Funding Sources: **Undetermined**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 19 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office (140-001) DATE: 6/19/2017

CURRENT POSITION TITLE: CLERK I CURRENT SLOT #: 140-001-146

REQUESTED POSITION TITLE:

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Delete Position

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Tax Office Fund Account - 1100-415-15-140-001-0

Salary Amount:

$ 24,960.00	$ 0.00	$ (24,960.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Tax Office Fund Account - 1100-415-15-140-001-0

Auto Allowance:

$ 0.00	$ 0.00	$ 0.00
Current Allowance Amount	Proposed Allowance Amount	Net Change

Full Time Employee Object 113 ☒ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Clerk I position no longer meets requirements. Creating Title Examiner position for McAllen Substation

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

Clerk I position no longer meets requirements. Creating Title Examiner position for McAllen Substation

HUMAN RESOURCES: Classification and Salary Recommendation

Tax Office originally requested NEW Deputy Clerk II position for $30,000. Delete Create process has budget increase of only $12,040.

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Tax Office originally requested NEW Deputy Clerk II position for $30,000. Delete Create process has budget increase of only $12,040.

1.	Pablo Paul Villarreal Jr.	6/19/17	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
	DEPARTMENT HEAD	Date				
2.	[signature]	6/21/17	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
	HUMAN RESOURCES DIRECTOR	Date				
3.	[signature]	6/26/17	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 19 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office (140-001) DATE: 6/19/2017

CURRENT POSITION TITLE: CLERK II CURRENT SLOT #: 140-001-156

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Delete Position

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Tax Office Fund Account - 1100-415-15-140-001-0

Salary Amount:

$ 24,960.00	$ 0.00	$ (24,960.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Tax Office Fund Account - 1100-415-15-140-001-0

Auto Allowance:

$ 0.00	$ 0.00	$ 0.00
Current Allowance Amount	Proposed Allowance Amount	Net Change

Full Time Employee Object 113 [X] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Clerk II position no longer meets requirements. Creating Deputy Clerk II position for McAllen Substation

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

Clerk II position no longer meets requirements. Creating Deputy Clerk II position for McAllen Substation

HUMAN RESOURCES: Classification and Salary Recommendation

Tax Office originally requested NEW Deputy Clerk II position for $30,000. Delete Create process has budget increase of only $5,040.

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Tax Office originally requested NEW Deputy Clerk II position for $30,000. Delete Create process has budget increase of only $5,040.

1.	DEPARTMENT HEAD	6/19/17 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	6/21/17 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/26/17 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 19 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office (140-001) DATE: 6/19/2017

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0191 (Proposed)

REQUESTED POSITION TITLE: TITLE EXAMINER II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Tax Office Fund Account - 1100-415-15-140-001-0

Salary Amount:

$ 0.00	$ 37,000.00	$ 37,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Tax Office Fund Account - 1100-415-15-140-001-0

Auto Allowance:

$ 0.00	$ 0.00	$ 0.00
Current Allowance Amount	Proposed Allowance Amount	Net Change

Full Time Employee Object 113 [X] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Creating Title Examiner position for McAllen Substation. Deleting Clerk I.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

Creating Title Examiner position for McAllen Substation. Deleting Clerk I.

HUMAN RESOURCES: Classification and Salary Recommendation

Tax Office originally requested NEW Deputy Clerk II position for $30,000. Delete Create process has budget increase of only $12,040.

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Tax Office originally requested NEW Deputy Clerk II position for $30,000. Delete Create process has budget increase of only $12,040.

1.	DEPARTMENT HEAD	6/19/17 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	6/21/17 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/26/17 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 19 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office (140-001) DATE: 6/19/2017

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0192 (proposed)

REQUESTED POSITION TITLE: DEPUTY CLERK II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Tax Office Fund Account - 1100-415-15-140-001-0

Salary Amount:

$ 0.00 Current G&S/ Budgeted Salary | $ 30,000.00 Proposed G&S/ Budgeted Salary | $ 30,000.00 Net Change

Tax Office Fund Account - 1100-415-15-140-001-0

Auto Allowance:

$ 0.00 Current Allowance Amount | $ 0.00 Proposed Allowance Amount | $ 0.00 Net Change

Full Time Employee Object 113 [X] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Creating Deputy Clerk II position for McAllen Substation. Deleting Clerk II.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

Creating Deputy Clerk II position for McAllen Substation. Deleting Clerk II.

HUMAN RESOURCES: Classification and Salary Recommendation

Tax Office originally requested NEW Deputy Clerk II position for $30,000. Delete Create process has budget increase of only $5,040.

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Tax Office originally requested NEW Deputy Clerk II position for $30,000. Delete Create process has budget increase of only $5,040.

1.	DEPARTMENT HEAD	6/9/17 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	6/21/17 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/26/17 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO

AI-60417 **Human Resources** **10. E.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Constable Precinct #3 (1285):
Discussion, consideration, and approval of the following personnel action effective next full pay period, 07/10/2017 (per ICA w/Irrigation District #6):

Action	Dept./ Program	Slot #	Position Title	Budgeted Salary
Create	293-020	0001	Deputy Constable Step I	$44,577.00

BACKGROUND

Position to be reimbursed by Hidalgo County Irrigation District #6 as per ICA approved by CC on 5/30/17. (AI-59924)

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1285-421-00-293-020-7-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding to be reimbursed via ICA approved CC 5/30/17. (AI-59924)

Attachments

fiscal note

PARs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/23/2017 01:52 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Diana Munoz		Started On: 06/22/2017 04:09 PM
Final Approval Date: 06/23/2017		

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **6/27/17**

Agenda Item: **60417**

Summary of request/proposal:
Constable Pct 3 (1285): Approval of the following personnel actions, effective next full pay period 07/10/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1285	Deputy Constable Step I	0001	113	0.00	44,577.00	44,577.00
				0.00	44,577.00	44,577.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1285-421-00-293-020-7-	113	CONSTABLE PCT 3	REG F/T EMPLOYEES	$21,431.25
7-1285-421-00-293-020-7-	211	CONSTABLE PCT 3	HEALTH INSURANCE	$3,028.85
7-1285-421-00-293-020-7-	212	CONSTABLE PCT 3	LIFE INSURANCE	$20.94
7-1285-421-00-293-020-7-	220	CONSTABLE PCT 3	FICA	$1,639.49
7-1285-421-00-293-020-7-	230	CONSTABLE PCT 3	RETIREMENT	$2,458.16
7-1285-421-00-293-020-7-	250	CONSTABLE PCT 3	UNEMPLOYMENT COMP	$128.59
7-1285-421-00-293-020-7-	260	CONSTABLE PCT 3	WORKER'S COMP	$668.66
			2017 Budgetary Impact	$29,375.94

2018 Budgetary Impact $61,101.94

Possible Funding Sources: **Funding to be reimbursed via ICA between the County of Hidalgo and Hidalgo County Irrigation District #6. (Approved by CC on 5/30/17.)**

Comments:

Hidalgo Co. Budget Office
2/3/2005

COUNTY OF HIDALGO
Human Resources Department

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JUN 20 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.

DATE: 06/19/2017
DEPARTMENT NAME: CONSTABLE PCT. 3
DEPARTMENT NO.: 293 - ~~001~~ 020 mm

CURRENT POSITION TITLE:
CURRENT SLOT NO.: (Proposed) ~~0025~~ 0001 mm
REQUESTED POSITION TITLE: DEPUTY CONSTABLE Step 1 PR

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:	~~$39,985.00~~	$ 44,577.00	$44,577.00 ~~$0.00~~
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: ~~$0.00~~ $44577.00 mm

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:
☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other INTERLOCAL AGREEMENT IRRIGATION DIST 6

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position

Annual Salary ____ Hourly Rate ____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: (*Explain why position or adjustment request is essential*)

FUNDS RECEIVED FROM IRRIGATION DISTRICT TO ASSIST IN ILLEGAL DUMPING IN PRECINCT 3.

POSITION RECLASSIFICATION COMMENTS: (*Attach completed Reclassification Analysis Form and additional pages if needed*)

Department Head: Hazaro Gallardo Jr.	Date: 6/19/17
Department of Human Resources:	Date: 6/21/2017
Department of Budget & Management:	Date: 6/26/17

HR Form: 032 2/9/2017

AI-60441 **Human Resources** **10. F.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Pct 2 Administration / Road Maintenance (1200):
1. Approval, discussion and consideration of the following personnel actions effective 07/10/2017:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	122-005	0016	Administrative Assistant IV	$42,386.00	$0.00
Delete	122-006	0068	Mechanic I	$30,236.00	$0.00
Delete	122-006	0097	GIS Operator II	$37,080.00	$0.00
Create	122-006	0100	Program Manager II	$0.00	$57,850.00
Create	122-006	0101	Coordinator III	$0.00	$49,597.00

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-005-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Cost Savings

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-006-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as of 6/23/17

Attachments

Fiscal Note
Salary Analysis

PARs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/23/2017 01:55 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Diana Munoz		Started On: 06/23/2017 11:18 AM
Final Approval Date: 06/23/2017		

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 27, 2017 Agenda Item: 60441

Summary of request/proposal:
Pct2 Adm (1200)-
Approval of the following personnel actions, effective 07/10/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Administrative Assistant IV	0016	113	42,386.00	0.00	(42,386.00)
				42,386.00	0.00	(42,386.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-122-005-0-	113	PCT2 ADM-	REG F/T EMPLOYEES	($20,377.88)
7-1200-431-00-122-005-0-	211	PCT2 ADM-	HEALTH INSURANCE	($3,028.85)
7-1200-431-00-122-005-0-	212	PCT2 ADM-	LIFE INSURANCE	($20.94)
7-1200-431-00-122-005-0-	220	PCT2 ADM-	FICA	($1,558.91)
7-1200-431-00-122-005-0-	230	PCT2 ADM-	RETIREMENT	$0.00
7-1200-431-00-122-005-0-	250	PCT2 ADM-	UNEMPLOYMENT COMP	($122.27)
7-1200-431-00-122-005-0-	260	PCT2 ADM-	WORKER'S COMP	($42.79)
			2017 Budgetary Impact	($25,151.64)

Possible Funding Sources: Cost Savings

Comments:

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 27, 2017 Agenda Item: 60441

Summary of request/proposal:
Pct2 Rd Maint (1200)-
Approval of the following personnel actions, effective 07/10/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Mechanic I	0068	113	30,236.00	0.00	(30,236.00)
1200	GIS Operator I	0097	113	37,080.00	0.00	(37,080.00)
1200	Program Manager II	0100	113	0.00	57,850.00	57,850.00
1200	Coordinator III	0101	113	0.00	49,597.00	49,597.00
				67,316.00	107,447.00	40,131.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-122-006-0-	113	PCT2 RD MAINT-	REG F/T EMPLOYEES	$19,293.75
7-1200-431-00-122-006-0-	211	PCT2 RD MAINT-	HEALTH INSURANCE	$0.00
7-1200-431-00-122-006-0-	212	PCT2 RD MAINT-	LIFE INSURANCE	$0.00
7-1200-431-00-122-006-0-	220	PCT2 RD MAINT-	FICA	$1,475.97
7-1200-431-00-122-006-0-	230	PCT2 RD MAINT-	RETIREMENT	$0.00
7-1200-431-00-122-006-0-	250	PCT2 RD MAINT-	UNEMPLOYMENT COMP	$115.76
7-1200-431-00-122-006-0-	260	PCT2 RD MAINT-	WORKER'S COMP	$1,327.41
			2017 Budgetary Impact	$22,212.89

Possible Funding Sources: Funds available in department budget

Comments:

PCT 2 ROAD MAINTENANCE

Salaries Analysis Worksheet

as of 06/23/2017

Acct No: 7-1200-431-00-122-006-0-

BUDGETED EXPENDITURES							
Object Code	Acct. Description	2017 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Alio Available Balance	Availability
113	Reg F/T Employees	$1,335,964.00	$51,383.23	14.5	$745,056.85	$789,307.56	$44,250.71
220	FICA	$103,694.53	$3,988.25	14.5	$57,829.64	$62,802.83	$4,973.19
250	Unemployment	$8,132.90	$312.80	14.5	$4,535.66	$5,688.91	$1,153.25
260	Workers Comp	$68,116.00	$2,619.85	14.5	$37,987.77	$40,281.66	$2,293.89
TOTAL		**$1,893,406.04**	**$73,598.45**	**-**	**$1,043,128.87**	**$1,115,901.39**	**$72,772.52**

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 06/22/2017
DEPARTMENT NAME: Pct 2 Administration
DEPARTMENT NO.: 122-005
CURRENT POSITION TITLE: Administrative Assistant IV
CURRENT SLOT NO.: 0016
REQUESTED POSITION TITLE:

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete Position

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
$ 42,386.00		-$ 42,386.00

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
		$ 0.00

TOTAL BUDGETARY IMPACT: -$ 42,386.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other Savings from deletion to fund creation of R&B positions.

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt
FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ (Annual Salary / 2080 hrs per year = Hourly Rate) Hourly Rate _____

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: (*Explain why position or adjustment request is essential*)

Precinct 2 Re-Organization plan.

* **POSITION RECLASSIFICATION COMMENTS:** (*Attach completed Reclassification Analysis Form and additional pages if needed*)

Erika Zamora Department Head	6/22/17 Date
 Department of Human Resources	6/23/2017 Date
 Department of Budget & Management	6/26/2017 Date

HR Form: 032

2/9/2017

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 06/22/2017
DEPARTMENT NAME: Pct 2 Road Maintenance
DEPARTMENT NO.: 122-006
CURRENT POSITION TITLE: Mechanic I
CURRENT SLOT NO.: 0068
REQUESTED POSITION TITLE:

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete Position

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
$ 30,236.00		-$ 30,236.00

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
		$ 0.00

TOTAL BUDGETARY IMPACT: -$ 30,236.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other Savings from deletion to fund creation of R&B positions.

POSITION TYPE: ☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ (Annual Salary / 2080 hrs per year = Hourly Rate) Hourly Rate _____

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: (*Explain why position or adjustment request is essential*)

Precinct 2 Re-Organization plan.

* **POSITION RECLASSIFICATION COMMENTS:** (*Attach completed Reclassification Analysis Form and additional pages if needed*)

Erika Zamora — Department Head — Date 6/22/17

Department of Human Resources — Date 6/23/2017

Department of Budget & Management — Date 6/26/2017

HR Form: 032

2/9/2017

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 06/22/2017

DEPARTMENT NAME: Pct 2 Rd Maintenance

DEPARTMENT NO.: 122-006

CURRENT POSITION TITLE: GIS Operator II

CURRENT SLOT NO.: 0097

REQUESTED POSITION TITLE:

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete Position

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
$ 37,080.00		-$ 37,080.00

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
		$ 0.00

TOTAL BUDGETARY IMPACT: -$ 37,080.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other Savings from deletion to fund creation of R&B positions.

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt

FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ (Annual Salary / 2080 hrs per year = Hourly Rate) Hourly Rate _____

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Precinct 2 Re-Organization plan.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Erika Zamora — Department Head — 6/22/17 — Date

Department of Human Resources — 6/23/2017 — Date

Department of Budget & Management — 6/26/2017 — Date

HR Form: 032

2/9/2017

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 06/22/2017

DEPARTMENT NAME: Pct 2 Road Maintenance

DEPARTMENT NO.: 122 - 006

CURRENT POSITION TITLE: ~~Program Manager II~~

CURRENT SLOT NO.:

REQUESTED POSITION TITLE: Program Manager II

PR

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:	$ 0.00	$ 57,850.00	$ 57,850.00
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: $ 57,850.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Salary Adjustment ☑ Other Funding from deletion of R&B positions

POSITION TYPE:

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114

☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt

FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: *(Explain why position or adjustment request is essential)*

Precinct 2 Re-Organization plan.

* **POSITION RECLASSIFICATION COMMENTS:** *(Attach completed Reclassification Analysis Form and additional pages if needed)*

Erika Zamora Department Head	6/22/17 Date
 Department of Human Resources	6/23/17 Date
 Department of Budget & Management	6/26/17 Date

HR Form: 032

2/9/2017

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 06/22/2017

DEPARTMENT NAME: Pct 2 Road Maintenance

DEPARTMENT NO.: 122 - 006

CURRENT POSITION TITLE: ~~Coordinator III~~

CURRENT SLOT NO.:

REQUESTED POSITION TITLE: Coordinator III PR

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

SALARY REQUEST:	$ 0.00	$ 49,597.00	$ 49,597.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:			$ 0.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

TOTAL BUDGETARY IMPACT: $ 49,597.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other Funding from deletion of R&B positions

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ (Annual Salary / 2080 hrs per year = Hourly Rate) Hourly Rate _____

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Precinct 2 Re-Organization plan.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 6/22/17
Department of Human Resources	Date 6/23/17
Department of Budget & Management	Date 6/26/2017

HR Form: 032 *2/9/2017*

AI-60419 **Urban County** **11. A.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Report on Affirmatively Furthering Fair Housing (AFFH) Plan and Community Survey for resident of Hidalgo County.

BACKGROUND

In accordance with the U.S. Department of Housing and Urban Development (HUD), the County of Hidalgo Urban County Program (UCP) announces the release of the Affirmatively Furthering Fair Housing (AFFH) Community Survey. The survey will assist in the development of a fair housing plan, an assessment of fair housing issues and contributing factors, and an identification of fair housing priorities and goals. Information obtained will be included in the Assessment of Fair Housing Plan, currently being compiled by Hidalgo County and the Cities of Edinburg, Mission, McAllen and Pharr as well as the Hidalgo County Public Housing Authority and the Public Housing Authorities of the Cities of Alamo, Donna, Edcouch, Elsa, La Joya, McAllen, Mercedes, Mission, Pharr, San Juan and Weslaco.

The AFFH Community Survey will assist in assessing whether individuals and families have the information, opportunity, and options to live where they choose without unlawful discrimination related to race, color, religion, sex, familial status, national origin, or disability and assess whether housing options are realistically available in integrated areas and areas with access to opportunity.

The AFFH Community Survey is available at https://tx-hidalgocounty.civicplus.com and will close on Friday, July 14, 2017, at 5:00 p.m.

All Hidalgo County residents and interested parties are encouraged to participate in this anonymous survey

Fiscal Impact

Attachments

Public Notice Community Survey for Residents of Hidalgo County

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2017 04:40 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Olga Lerma		Started On: 06/22/2017 04:28 PM
Final Approval Date: 06/23/2017		

PUBLIC ANNOUCEMENT

COMMUNITY SURVEY

FOR RESIDENTS OF HIDALGO COUNTY

In accordance with the U.S. Department of Housing and Urban Development (HUD), the County of Hidalgo Urban County Program (UCP) hereby announces the release of the Affirmatively Furthering Fair Housing (AFFH) Community Survey. The survey will assist in the development of a fair housing plan, an assessment of fair housing issues and contributing factors, and an identification of fair housing priorities and goals. Information obtained will be included in the Assessment of Fair Housing document compiled by Hidalgo County and the Cities of Edinburg, Mission, McAllen and Pharr as well as the Hidalgo County Public Housing Authority and the Public Housing Authorities of the Cities of Alamo, Donna, Edcouch, Elsa, La Joya, McAllen, Mercedes, Mission, Pharr, San Juan and Weslaco.

The purpose of the AFFH Community Survey is to assess whether individuals and families have the information, opportunity, and options to live where they choose without unlawful discrimination related to race, color, religion, sex, familial status, national origin, or disability and assess whether housing options are realistically available in integrated areas and areas with access to opportunity.

The AFFH Community Survey is available at https://tx-hidalgocounty.civicplus.com and will close on Friday, July 14, 2017, at 5:00 p.m. All Hidalgo County residents and interested parties are encouraged to participate in this anonymous survey.

For more information please contact the Urban County Office at (956) 787-8127. Accommodations for individuals with disabilities will be provided upon request.

Diana R. Serna, Director
County of Hidalgo - Urban County Program
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516.

Publication dates: June 26, 2017 & July 3, 2017



ANUNCIO PÚBLICO

ENCUESTA SOBRE LA COMUNIDAD
PARA LOS RESIDENTES DEL CONDADO DE HIDALGO

De acuerdo con el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD, por sus siglas en inglés), el Programa Urbano del Condado de Hidalgo (UCP) anuncia la publicación de la Encuesta de la Comunidad para Afirmativamente Avanzar Vivienda Justa (AFFH, por sus siglas en inglés). La encuesta ayudará en el desarrollo de un plan de vivienda justa, una evaluación de temas de vivienda justa y factores contribuyentes, y una identificación de prioridades y metas de vivienda justa. La información obtenida será incluida en el documento de Evaluación de Vivienda Justa compilado por el Condado de Hidalgo y las Ciudades de Edinburg, Misión, McAllen y Pharr, así como la Autoridad de Vivienda Pública del Condado de Hidalgo y las Autoridades Públicas de Vivienda de las Ciudades de Álamo, Donna, Edcouch , Elsa, La Joya, McAllen, Mercedes, Misión, Pharr, San Juan y Weslaco.

El propósito de la encuesta sobre la comunidad AFFH es evaluar si los individuos y las familias tienen la información, oportunidad y opciones para vivir donde ellos eligen sin discriminación relacionado con la raza, color, religión, sexo, estado familiar, origen nacional o discapacidad y evaluar si hay opciones realistas en donde vivir en áreas integradas y con acceso a las oportunidades.

La encuesta sobre la comunidad para AFFH está disponible en: https://tx-hidalgocounty.civicplus.com y estará disponible hasta las 5:00 p.m., el viernes, 14 de julio de 2017. Todos los residentes del Condado de Hidalgo son invitados a participar en tomar esta encuesta anónima.

Para obtener más información puede llamar a la oficina del Programa Urbano del Condado de Hidalgo al (956) 787-8127. Acomodación será proporcionada a petición para las personas con discapacidad.

Diana R. Serna, Directora
Condado de Hidalgo - Programa Urbano del Condado
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516.

Fecha de publicación: 26 de junio de 2017 y 03 de julio de 2017

IGUALDAD DE OPORTUNIDAD
EN LA VIVIENDA

AI-60306 **Urban County** **11. B.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295 , when and if applicable." The Urban County Program on behalf of City of Granjeno is requesting authority to purchase playground/exercise equipment through Hidalgo County's membership and participation with Buyboard approved vendor Exerplay, Inc (Buyboard Contract # 512-16) in the amount of $100,990.05 (quote attached hereto). Freight/delivery and installation is included. City of Granjeno UCP Year 29 (2016) Parks, Recreational Facility Improvement funds will be utilized.

BACKGROUND

The quote was verified and some equipment was even given an additional discount. The equipment will be placed at the Granjeno City Park for completion of Phase II Improvements. Delivery is expected within 60 days of receipt of purchase order.

Vendor: Exerplay, Inc.

Purchase Amount: $100,990.05

Funds Available: $101,853.30 2016 Parks, Recreational Facility Improvements

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Fiscal Impact

Attachments

Exerplay, Inc Form 1295, Quote for Buyboard

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/19/2017 03:35 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Olga Lerma Started On: 06/14/2017 11:01 AM
Final Approval Date: 06/23/2017

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505. 281.0155
Toll Free 800.457.5444
www.exerplay.com

DATE	NUMBER
5/26/2017	MM052617-2

QUOTATION

Quote Prepared for:	Purchase Order to be Issued To:
City of Granjeno Granjeno City Park Ph 2	Exerplay, Inc. PO Box 1160 Cedar Crest, NM 87008-1160 Buy Board Contract #512-16 Please fax a copy to Exerplay:505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	RV	Granjeno	4 - 6 Wks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
	Granjeno City Park Ph 2 Granjeno, TX			
	LANDSCAPE STRUCTURES			
192451A	HealthBeat® Ab Crunch/Leg Lift Direct Bury, Order Post Separately 1	1	1,380.00	1,380.00
192452A	HealthBeat® Assisted Row/Push-Up Direct Bury, Order Post Separately 1	1	1,255.00	1,255.00
192454A	HealthBeat® Balance Steps Direct Bury, Order Post Separately 1	1	1,830.00	1,830.00
192455A	HealthBeat® Cardio Stepper Direct Bury, Order Post Separately 1	1	5,630.00	5,630.00
192456A	HealthBeat® Chest/Back Press Direct Bury, Order Post Separately 1	1	4,365.00	4,365.00
192457A	HealthBeat® Elliptical Direct Bury, Order Post Separately 1	1	6,440.00	6,440.00
205938A	HealthBeat® Hand Cycler, Order Post Separately 1	1	2,060.00	2,060.00
207607A	HealthBeat Blank Sign Set	2	0.00	0.00
192464A	HealthBeat® Intro Sign Direct Bury 2	1	715.00	715.00
192458A	HealthBeat® Mobility Direct Bury, Order Post Separately 1	1	2,370.00	2,370.00
192453A	HealthBeat® Parallel Bars Direct Bury, Order Post Separately 1	1	1,260.00	1,260.00
192459A	HealthBeat® Plyometrics Direct Bury, Order Post Separately 1	1	1,830.00	1,830.00
192460A	HealthBeat® Pull-Up/Dip Direct Bury, Order Post Separately 1	1	1,445.00	1,445.00
192461A	HealthBeat® Squat Press Direct Bury, Order Post Separately 1	1	4,365.00	4,365.00
205942A	Post w/1 Top Attachment Direct Bury	1	715.00	715.00
205944A	Post w/2 and 0 Attachments Direct Bury	1	715.00	715.00
205945A	Post w/2 and 1 Top Attachments Direct Bury	1	715.00	715.00
205946A	Post w/2 and 2 Attachments Direct Bury	3	715.00	2,145.00
205947A	Post w/3 Attachments Direct Bury	1	715.00	715.00
205941A	Post w/No Attachment Direct Bury	1	715.00	715.00
192462A	HealthBeat® Stretch Direct Bury, Order Post Separately 1	1	2,305.00	2,305.00
192463A	HealthBeat® Tai Chi Wheels, Order Post Separately 1	1	1,705.00	1,705.00
141683A	TenderTuff™ Bench 72" w/Back, w/o Armrests, DB	2	0.00	0.00

Quote prepared by Michelle Mckean
michelle@exerplay.com

TOTAL

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505. 281.0155
Toll Free 800.457.5444
www.exerplay.com

exerplay, inc.

DATE	NUMBER
5/26/2017	MM052617-2

QUOTATION

Quote Prepared for:	Purchase Order to be Issued To:
City of Granjeno Granjeno City Park Ph 2	Exerplay, Inc. PO Box 1160 Cedar Crest, NM 87008-1160 Buy Board Contract #512-16 Please fax a copy to Exerplay:505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	RV	Granjeno	4 - 6 Wks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
	Sub-Total			44,675.00
BuyBoard	Contract #512-16		-5.00%	-2,233.75
Freight	Freight/shipping charges (150-265-17)		2,400.00	2,400.00
	FLEXITURF			
PIP	Poured-in-Place, 4" Thickness, 50% Color, 384sf, 463sf, 320sf and 340sf, Delivered and Installed		20,545.00	20,545.00
BuyBoard	Contract #512-16		-5.00%	-1,027.25
PIP	Poured-in-Place, 2" Thickness, 50% Color, 416sf, 320sf, 123sf and 273sf, Delivered and Installed		14,379.00	14,379.00
BuyBoard	Contract #512-16		-5.00%	-718.95
	GARED SPORTS			
GS ODVB40SQ	Gared Sports 4" Square Outdoor Volleyball Standards, per Pair, 49 lbs.	1	850.00	850.00
GS ODVBNET	Outdoor Volleyball Net, 32' x 3', 2mm Polyethylene, 5lbs.	1	100.00	100.00
GS 6815	Gared Sports Conversion Kit for ODVB40SW Beach Volleyball, 57 lbs.	1	350.00	350.00
BuyBoard	Contract #512-16, 5%		-65.00	-65.00
Freight	Freight/shipping charges		260.00	260.00
Install	Installation of HealthBeat Equipment *Includes unloading, storing and trasnporting of equiopment andsite prep for PIP		19,993.00	19,993.00
Install	Installation of Volleyball Equipment		750.00	750.00
Bond	Performance/Payment Bond		3,543.00	3,543.00
Courtesy Disc...	Courtesy discount		-2,810.00	-2,810.00

Quote prepared by Michelle Mckean
michelle@exerplay.com

TOTAL

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505. 281.0155
Toll Free 800.457.5444
www.exerplay.com

exerplay, inc.

DATE	NUMBER
5/26/2017	MM052617-2

QUOTATION

Quote Prepared for:	**Purchase Order to be Issued To:**
City of Granjeno Granjeno City Park Ph 2	Exerplay, Inc. PO Box 1160 Cedar Crest, NM 87008-1160 Buy Board Contract #512-16 Please fax a copy to Exerplay:505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	RV	Granjeno	4 - 6 Wks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
Notes I	Pricing is for the above listed equipment and installation only and does not include any applicable taxes or permits. Pricing is good for 90 days. There will be a 3% fee added to your invoice if you choose to pay by credit card **PLEASE SEE ADDENDUM**			0.00

Quote prepared by Michelle Mckean
michelle@exerplay.com

TOTAL $100,990.05

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: Buy Board **Person Contacted:** Ray Vernon

VENDOR #1 **Name:** Exerplay, Inc. **Contract No. :** 512-16 **Phone:** 800-457-5444

Quantity	Description of Items	Price per Unit	Total Amount
1	Volleyball Equipment: Volleyball Net, 32'x3'	$100.00	$100.00
1	Volleyball Equipment: 4" Square Standard Pole Pair	$850.00	$850.00
1	Volleyball Equipment: Conversion Kit for Standard Pole Pair	$350.00	$350.00
1	Volleyball Equipment: Contract #512-16 (-5% Subtotal)	($65.00)	-$65.00
1	Volleyball Equipment: Installation of Equipment	$750.00	$750.00
1	Volleyball Equipment: Freight	$260.00	$260.00
1	Fitness Equipment: HealthBeat Ab Cruch/Leg Lift Direct Bury	$1,380.00	$1,380.00
1	Fitness Equipment: HealthBeat Assisted Row/Push-Up Direct Bury	$1,255.00	$1,255.00
1	Fitness Equipment: HealthBeat Balance Steps Direct Bury	$1,830.00	$1,830.00
1	Fitness Equipment: HealthBeat Cardio Stepper Direct Bury	$5,630.00	$5,630.00
1	Fitness Equipment: HealthBeat Chest/Back Press Direct Bury	$4,365.00	$4,365.00
1	Fitness Equipment: HealthBeat Elliptical Direct Bury	$6,440.00	$6,440.00
1	Fitness Equipment: HealthBeat Hand Cycler	$2,060.00	$2,060.00
2	Fitness Equipment: HealthBeat Blank Sign Set	$0.00	$0.00
1	Fitness Equipment: HealthBeat Intro Sign Direct Bury	$715.00	$715.00
1	Fitness Equipment: HealthBeat Mobility Direct Bury	$2,370.00	$2,370.00
1	Fitness Equipment: HealthBeat Parallel Bars Direct Bury	$1,260.00	$1,260.00
1	Fitness Equipment: HealthBeat Plyometrics Direct Bury	$1,830.00	$1,830.00
1	Fitness Equipment: HealthBeat Pull-Up/Dip Direct Bury	$1,445.00	$1,445.00
1	Fitness Equipment: HealthBeat Squat Press Direct Bury	$4,365.00	$4,365.00
1	Fitness Equipment: Post with 1 Top Attatchment Direct Bury	$715.00	$715.00
1	Fitness Equipment: Post with 2 and 0 Attatchments Direct Bury	$715.00	$715.00
1	Fitness Equipment: Post with 2 and 1 Top Attatchments Direct Bury	$715.00	$715.00
3	Fitness Equipment: Post with 2 and 2 Attatchments Direct Bury	$715.00	$2,145.00
1	Fitness Equipment: Post with 3 Attatchments Direct Bury	$715.00	$715.00
1	Fitness Equipment: Post with No Attatchment Direct Bury	$715.00	$715.00
1	Fitness Equipment: HealthBeat Stretch Direct Bury	$2,305.00	$2,305.00
1	Fitness Equipment: HealthBeat Tai Chi Wheels	$1,705.00	$1,705.00
1	Fitness Equipment: Contract #512-16 (-5% Subtotal)	($2,233.75)	-$2,233.75
1	Fitness Equipment: Installation of Equipment	$19,993.00	$19,993.00

1	Fitness Equipment: Freight	$2,400.00	$2,400.00
2	Benches: TenderTuff Bench 72"	$0.00	$0.00
1	Flexiturf: 4" Thickness Pour-in-Place (384SF, 463SF, 320SF, 340SF, Delivery and Installation)	$20,545.00	$20,545.00
1	Flexiturf: Contract #512-16 (-5% Subtotal)	($1,027.25)	-$1,027.25
1	Flexiturf: 2" Thickness Pour-in-Place (416SF, 320SF, 123SF, 273SF, Delivery and Installation)	$14,379.00	$14,379.00
1	Flexiturf: Contract #512-16 (-5% Subtotal)	($718.95)	-$718.95
1	Performance/Payment Bond	$3,543.00	$3,543.00
1	Courtesy Discount	($2,810.00)	-$2,810.00
		TOTAL:	$100,990.05

Recommendation: _____

Requested by: _____ Yvette Cabrera Date 6.6.2017

UCP Approval: Diana R Serna Date 6-19-17
DIANA R. SERNA

Vendor Contract Information

Back

Search:

All
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Refine Your Search:

Vendors
ExerPlay, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	ExerPlay, Inc.
Address:	12001 N. Hwy 14 Cedar Crest, NM 87008
Phone Number:	(800) 457-5444
Email:	michelle@exerplay.com
Website:	http://www.exerplay.com
Federal ID:	85-0390320
Contact:	Michelle McKean
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	Yes
Contract Name:	Parks and Recreation Equipment and Field Lighting Products and Installation
Contract Description:	Playground, skate park, aquatic/waterpark equipment; safety surface products; park furnishing/fountains; shade canopies; lake/river/waterway docks; outdoor bleachers; scoreboards/marquees/signs; portable restrooms/shelters; service/repair & installation
Contract#:	512-16
Effective Date:	10/01/2016
Expiration Date:	09/30/2019
Payment Terms:	Net 30 days
Delivery Days:	60
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	Texas Regions 1, 2, 3, 14, 15, 16, 17, 18, 19, 20
States Served:	Alaska, Arizona, Hawaii, New Mexico, Texas
Additional Info:	EDGAR Compliance documents (2 CFR Part 200 & Appendix II) are included in the Venc response document, and can be found in the Vendor Proposal File link near the bottom o page.
Quote Reference Number:	512-16
Return Policy:	15% restocking fee plus freight

Contract Documents

EDGAR Notice:	**Click to view EDGAR Notice**
Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**
Construction Services Advisory:	**Click to view the Construction Related Goods and Services Advisory**
Proposal Files:	**Click to view Vendor Proposal Files Documents**

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

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Refine Your Search:

Vendors
ExerPlay, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

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Browse Contracts

Additional Resources

Show 25 ▼ results

Narrow Results: landscape

Vendor	Description	F
ExerPlay, Inc.	5% Discount Off Landscape Structures pricelist for Skate Parks Products, Attachments, and Accessories. Line Item 14	

Extended Product Information

Reference Number: 512-16

Vendor Website: http://www.exerplay.com

Full Description: 5% Discount Off Landscape Structures pricelist for Skate Parks Products, Attachments, and Accessorie

ExerPlay, Inc.	5% Discount Off Landscape Structures pricelist for Shade Canopies and Structures, Attachments, and Accessories. Line Item 12	
ExerPlay, Inc.	5% Discount Off Landscape Structures pricelist for Playground Safety Surfacing Line Item 11	
ExerPlay, Inc.	5% Discount Off Landscape Structures pricelist for Playground Equipment, Attachments, and Accessories. Line Item 7	
ExerPlay, Inc.	5% Discount Off Landscape Structures pricelist for Playground and Park Amenities (tables, benches, litter receptacles and similar related equipment). Line Item 10	

Showing 1 to 5 of 5 entries (filtered from 41 total entries)

First | Previous | 1 | Next | Last

Model #	Description	UPS	Weight(lbs)	Price($)
177336A	Toddler Swing Frame		136	970

[1] NOTE: The Seat Strap is intended for use in supervised play areas only. In public playground environments, we recommend a checkout system to reduce vandalism/theft and for safety reasons.

Freestanding Play Sports & Fitness

137958A	Chin-Up w/Aluminum Posts		111	1005
137958B	Chin-Up w/Steel Posts		235	920
100041A	Curved Balance Beam		71	685
100042A	Drop Shot (DB Only)		91	1180
123722A	FitCore™ Outdoor Fitness Equipment w/Aluminum Posts (DB Only)		971	11710
123722B	FitCore™ Outdoor Fitness Equipment w/Steel Posts (DB Only)		1527	11285
120874A	Fitness Cluster w/Aluminum Posts		704	7400
120874B	Fitness Cluster w/Steel Posts		998	7260
137961A	Handhold/Leg Lift w/Aluminum Posts		35	525
137961B	Handhold/Leg Lift w/Steel Posts		72	490
207607A	HealthBeat Blank Sign Set	UPS	4	0
192451B	HealthBeat® Ab Crunch/Leg Lift 2" Surface Mount, Order Post Separately [1]		45	1415
192451A	HealthBeat® Ab Crunch/Leg Lift Direct Bury, Order Post Separately [1]		53	1380
192452B	HealthBeat® Assisted Row/Push-Up 2" Surface Mount, Order Post Separately [1]		62	1345
192452A	HealthBeat® Assisted Row/Push-Up Direct Bury, Order Post Separately [1]		55	1255
192454B	HealthBeat® Balance Steps 2" Surface Mount, Order Post Separately [1]		116	1920
192454A	HealthBeat® Balance Steps Direct Bury, Order Post Separately [1]		98	1830
192455B	HealthBeat® Cardio Stepper 2" Surface Mount, Order Post Separately [1]		218	5660
192455A	HealthBeat® Cardio Stepper Direct Bury, Order Post Separately [1]		280	5630
192456B	HealthBeat® Chest/Back Press 2" Surface Mount, Order Post Separately [1]		196	4395
192456A	HealthBeat® Chest/Back Press Direct Bury, Order Post Separately [1]		258	4365
192457B	HealthBeat® Elliptical 2" Surface Mount, Order Post Separately [1]		305	6470
192457A	HealthBeat® Elliptical Direct Bury, Order Post Separately [1]		366	6440
206894A	HealthBeat® Epoxy		2	0
205938A	HealthBeat® Hand Cycler, Order Post Separately [1]		38	2060
192464B	HealthBeat® Intro Sign 2" Surface Mount [2]		76	815
192464A	HealthBeat® Intro Sign Direct Bury [2]		77	715
192458B	HealthBeat® Mobility 2" Surface Mount, Order Post Separately [1]		289	2495
192458A	HealthBeat® Mobility Direct Bury, Order Post Separately [1]		310	2370
192453B	HealthBeat® Parallel Bars 2" Surface Mount, Order Post Separately [1]		139	1450
192453A	HealthBeat® Parallel Bars Direct Bury, Order Post Separately [1]		159	1260
192459B	HealthBeat® Plyometrics 2" Surface Mount, Order Post Separately [1]		126	1950
192459A	HealthBeat® Plyometrics Direct Bury, Order Post Separately [1]		154	1830
192460B	HealthBeat® Pull-Up/Dip 2" Surface Mount, Order Post Separately [1]		66	1475
192460A	HealthBeat® Pull-Up/Dip Direct Bury, Order Post Separately [1]		64	1445
192461B	HealthBeat® Squat Press 2" Surface Mount, Order Post Separately [1]		160	4395
192461A	HealthBeat® Squat Press Direct Bury, Order Post Separately [1]		162	4365
192462B	HealthBeat® Stretch 2" Surface Mount, Order Post Separately [1]		107	2370
192462A	HealthBeat® Stretch Direct Bury, Order Post Separately [1]		115	2305
192463A	HealthBeat® Tai Chi Wheels, Order Post Separately [1]		42	1705
137962A	Horizontal Ladder Station w/Aluminum Posts		223	2075
137962B	Horizontal Ladder Station w/Steel Posts		397	1960
100057A	Jump Touch (DB Only)		55	610
173596A	Log Balance Beam		336	3035
137960A	Parallel Bar w/Aluminum Posts		114	1455
137960B	Parallel Bar w/Steel Posts		232	1350
205943A	Post w/1 Top and 1 Top Attachments Direct Bury		69	715
205943B	Post w/1 Top and 1 Top Attachments Surface Mount		62	815
205942A	Post w/1 Top Attachment Direct Bury		72	715
205942B	Post w/1 Top Attachment Surface Mount		64	815
205944A	Post w/2 and 0 Attachments Direct Bury		73	715
205944B	Post w/2 and 0 Attachments Surface Mount		65	815
205945A	Post w/2 and 1 Top Attachments Direct Bury		70	715

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price($)
205945B	Post w/2 and 1 Top Attachments Surface Mount		63	815
205946A	Post w/2 and 2 Attachments Direct Bury		71	715
205946B	Post w/2 and 2 Attachments Surface Mount		64	815
205947A	Post w/3 Attachments Direct Bury		70	715
205947B	Post w/3 Attachments Surface Mount		63	815
205941A	Post w/No Attachment Direct Bury		70	715
205941B	Post w/No Attachment Surface Mount		63	815
100058A	Sit-Up/Push-Up Bench (DB Only)		101	910
137959A	Spring-Up w/Aluminum Posts		89	910
137959B	Spring-Up w/Steel Posts		182	820
137965A	Step-Up		64	1100

[1] NOTE: Pricing does not include HealthBeat Post. A quote through Presale/PlayCAD is needed to determine posts per station.
[2] NOTE: Free Welcome Sign with purchase of nine or more HealthBeat stations must be requested by the Rep.

Freestanding Play Site Furnishings

186579A	Acorn Seat Direct Bury		126	435
186579B	Acorn Seat Surface Mount		125	485
185915A	Arches Bench Direct Bury		116	1075
185915B	Arches Bench Surface Mount		110	1110
185654A	Arches Bike Rack - Single Direct Bury		23	135
185654B	Arches Bike Rack - Single Surface Mount		22	195
185653A	Arches Bike Rack - Triple Direct Bury		71	390
185653B	Arches Bike Rack - Triple Surface Mount		66	590
186586A	Arches Litter Receptacle Direct Bury		117	880
186586B	Arches Litter Receptacle Surface Mount		110	915
186587A	Arches Recycling Receptacle Direct Bury		117	880
186587B	Arches Recycling Receptacle Surface Mount		110	915
114767A	Arm Rest (Bench w/Back Required)	UPS	7	102
186588A	Kaleidoscope Bench w/Back w/Handles		175	1110
186588B	Kaleidoscope Bench w/Back w/o Handles		174	1055
186588C	Kaleidoscope Bench w/o Back w/Handles		134	760
186588D	Kaleidoscope Bench w/o Back w/o Handles		132	715
186589A	Kaleidoscope Litter Receptacle Direct Bury		126	1080
186589B	Kaleidoscope Litter Receptacle Surface Mount		122	1125
186590A	Kaleidoscope Recycling Receptacle Direct Bury		126	1080
186590B	Kaleidoscope Recycling Receptacle Surface Mount		122	1125
185671A	Leaf Bike Rack Direct Bury		66	555
185671B	Leaf Bike Rack Surface Mount		56	435
141686A	Litter Receptacle (TenderTuff™) Cover	UPS	16	103
141685A	Litter Receptacle (TenderTuff™) Direct Bury		87	505
141682A	Litter Receptacle (TenderTuff™) Liner		7	47.25
141685B	Litter Receptacle (TenderTuff™) Surface Mount		87	535
100095A	Litter Receptacle Cover for Recycled Poly Receptacle	UPS	10	160
100094A	Litter Receptacle w/Recycled Poly Slats and Liner (DB Only)		77	575
173595A	Log Bench		834	1910
100102C	Loop Rack ProShield™, 2" SM		65	410
100102A	Loop Rack ProShield™, DB		73	265
100102D	Loop Rack TenderTuff™, 2" SM		76	585
100102B	Loop Rack TenderTuff™, DB		83	445
113139H	Poly Picnic Table 60" Table, (1) 60" Seat, (2) 14" Seats, Direct Bury		305	1350
113139B	Poly Picnic Table 60" Table, (1) 60" Seat, (2) 14" Seats, Moveable		260	1290
113139G	Poly Picnic Table 60" Table, (2) 60" Seats, Direct Bury		331	1445
113139A	Poly Picnic Table 60" Table, (2) 60" Seats, Moveable		286	1350
113139I	Poly Picnic Table 60" Table, (4) 14" Seats, Direct Bury		280	1265
113139C	Poly Picnic Table 60" Table, (4) 14" Seats, Moveable		235	1200
113139K	Poly Picnic Table 84" Table, (1) 60" Seat, (2) 14" Seats, Direct Bury		377	1770
113139E	Poly Picnic Table 84" Table, (1) 60" Seat, (2) 14" Seats, Moveable		332	1715
113139J	Poly Picnic Table 84" Table, (2) 60" Seats, Direct Bury		404	1860
113139D	Poly Picnic Table 84" Table, (2) 60" Seats, Moveable		359	1770
113139L	Poly Picnic Table 84" Table, (4) 14" Seats, Direct Bury		352	1685
113139F	Poly Picnic Table 84" Table, (4) 14" Seats, Moveable		307	1605
111640J	Recycled Contour Series Bench 60" w/Back, w/1 Armrest, 2" SM		173	1060
111640I	Recycled Contour Series Bench 60" w/Back, w/1 Armrest, DB		170	925

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

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Model #	Description	UPS	Weight(lbs)	Price($)
111640L	Recycled Contour Series Bench 60" w/Back, w/2 Armrests, 2" SM		180	1165
111640K	Recycled Contour Series Bench 60" w/Back, w/2 Armrests, DB		177	1025
111640N	Recycled Contour Series Bench 60" w/Back, w/3 Armrests, 2" SM		187	1265
111640M	Recycled Contour Series Bench 60" w/Back, w/3 Armrests, DB		184	1125
111640A	Recycled Contour Series Bench 60" w/Back, w/o Armrests, 2" SM		166	960
111640C	Recycled Contour Series Bench 60" w/Back, w/o Armrests, DB		163	820
111640B	Recycled Contour Series Bench 60" w/o Back, w/o Armrests, 2" SM		71	445
111640D	Recycled Contour Series Bench 60" w/o Back, w/o Armrests, DB		79	435
111640P	Recycled Contour Series Bench 96" w/Back, w/1 Armrest, 2" SM		266	1545
111640O	Recycled Contour Series Bench 96" w/Back, w/1 Armrest, DB		262	1335
111640R	Recycled Contour Series Bench 96" w/Back, w/2 Armrests, 2" SM		273	1645
111640Q	Recycled Contour Series Bench 96" w/Back, w/2 Armrests, DB		269	1435
111640T	Recycled Contour Series Bench 96" w/Back, w/3 Armrests, 2" SM		280	1750
111640S	Recycled Contour Series Bench 96" w/Back, w/3 Armrests, DB		276	1535
111640E	Recycled Contour Series Bench 96" w/Back, w/o Armrests, 2" SM		259	1445
111640G	Recycled Contour Series Bench 96" w/Back, w/o Armrests, DB		255	1230
111640F	Recycled Contour Series Bench 96" w/o Back, w/o Armrests, 2" SM		110	615
111640H	Recycled Contour Series Bench 96" w/o Back, w/o Armrests, DB		122	600
154345C	Square Picnic Table w/2 Seats, TenderTuff™, Moveable		211	1010
154345B	Square Picnic Table w/3 Seats, TenderTuff™, Moveable		242	1120
154345A	Square Picnic Table w/4 Seats, TenderTuff™, Moveable		273	1240
141683J	TenderTuff™ Bench 72" w/Back, w/1 Armrest, 2" SM		126	620
141683I	TenderTuff™ Bench 72" w/Back, w/1 Armrest, DB		128	610
141683L	TenderTuff™ Bench 72" w/Back, w/2 Armrests, 2" SM		133	720
141683K	TenderTuff™ Bench 72" w/Back, w/2 Armrests, DB		135	710
141683N	TenderTuff™ Bench 72" w/Back, w/3 Armrests, 2" SM		140	825
141683M	TenderTuff™ Bench 72" w/Back, w/3 Armrests, DB		142	815
141683B	TenderTuff™ Bench 72" w/Back, w/o Armrests, 2" SM		119	520
141683A	TenderTuff™ Bench 72" w/Back, w/o Armrests, DB		121	510
141683D	TenderTuff™ Bench 72" w/o Back, w/o Armrests, 2" SM		69	330
141683C	TenderTuff™ Bench 72" w/o Back, w/o Armrests, DB		75	305
141683P	TenderTuff™ Bench 92" w/Back, w/1 Armrest, 2" SM		143	645
141683O	TenderTuff™ Bench 92" w/Back, w/1 Armrest, DB		145	620
141683R	TenderTuff™ Bench 92" w/Back, w/2 Armrests, 2" SM		150	750
141683Q	TenderTuff™ Bench 92" w/Back, w/2 Armrests, DB		152	720
141683T	TenderTuff™ Bench 92" w/Back, w/3 Armrests, 2" SM		157	850
141683S	TenderTuff™ Bench 92" w/Back, w/3 Armrests, DB		159	825
141683F	TenderTuff™ Bench 92" w/Back, w/o Armrests, 2" SM		136	545
141683E	TenderTuff™ Bench 92" w/Back, w/o Armrests, DB		138	520
141683H	TenderTuff™ Bench 92" w/o Back, w/o Armrests, 2" SM		78	350
141683G	TenderTuff™ Bench 92" w/o Back, w/o Armrests, DB		84	330
141684B	TenderTuff™ Picnic Table 72" Table, (2) 72" Seats, Direct Bury		280	1115
141684A	TenderTuff™ Picnic Table 72" Table, (2) 72" Seats, Movable		246	1040
141684F	TenderTuff™ Picnic Table 92" Table, (2) 72" Seats, Direct Bury		302	1160
141684E	TenderTuff™ Picnic Table 92" Table, (2) 72" Seats, Movable		268	1090
141684D	TenderTuff™ Picnic Table 92" Table, (2) 92" Seats, Direct Bury		321	1210
141684C	TenderTuff™ Picnic Table 92" Table, (2) 92" Seats, Movable		288	1120
175949A	Toddler Picnic Table	UPS	75	385
186583A	Wood-Grain Bench 70" w/Back 2x4 Cedar Slats		159	690
186583C	Wood-Grain Bench 70" w/Back 2x4 Cedar/Mink Slats		159	690
186583B	Wood-Grain Bench 70" w/o Back 2x4 Cedar Slats		108	465
186583D	Wood-Grain Bench 70" w/o Back 2x4 Cedar/Mink Slats		108	465
186583E	Wood-Grain Bench 94" w/Back 2x4 Cedar Slats		185	770
186583G	Wood-Grain Bench 94" w/Back 2x4 Cedar/Mink Slats		185	770
186583F	Wood-Grain Bench 94" w/o Back 2x4 Cedar Slats		124	535
186583H	Wood-Grain Bench 94" w/o Back 2x4 Cedar/Mink Slats		124	535
186584A	Wood-Grain Litter Receptacle Direct Bury		216	1660
186584B	Wood-Grain Litter Receptacle Surface Mount		208	1695
186585A	Wood-Grain Recycling Receptacle Direct Bury		216	1660
186585B	Wood-Grain Recycling Receptacle Surface Mount		208	1695
	Freestanding Play Shade			
155071A	Cool Mister Single Post (DB Only)		102	4630
136759A	CoolToppers® Full Sail (DB Only)		1049	10680
159881B	CoolToppers® Pyramid (18'x18') 10' Entrance Height (60" Bury)		722	5110

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

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landscape structures®

2017 Playground Equipment Price List

Date Generated: January 17, 2017

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Source: PlayCentral Pricing & Documentation

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Color Key:

PlayBooster® | PlayShaper® | Evos® | Weevos® | Freestanding Play

Notes:

- All entries in red are new products introduced within one year of price list generation.
- "UPS" indicates product size/weight characteristics that allow it to ship via UPS.

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Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
ExerPlay, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 ▼ results

Narrow Results: flexiturf

Vendor	Description	F
ExerPlay, Inc.	5% Discount Off Flexiturf pricelist (Poured-In-Place Only) for Playground Safety Surfacing Line Item 11	

Extended Product Information

Reference Number: 512-16

Vendor Website: http://www.exerplay.com

Full Description: 5% Discount Off Flexiturf pricelist (Poured-In-Place Only) for Playground Safety Surfacing Line Item 11

Showing 1 to 1 of 1 entries (filtered from 41 total entries)

First | Previous | 1 | Next | Last

2016 Price Sheet

March 10, 2016

Flexiturf LLC 2016	
Poured in Place (50/50 color)	
Thickness	***Price (MSRP)***
1/2"	$10.95/sq.ft
1"	$11.55/ sq.ft
1 1/2"	$11.95/ sq.ft
2"	$12.60/ sq.ft
2 1/2"	$9.75/ sq.ft
3"	$13.40/ sq.ft
3 1/2"	$13.80/ sq.ft
4"	$14.05/ sq.ft
4 1/2"	$14.50/ sq.ft
*add $1.00/ sq.ft for 100% color * add $1.00 / sq.ft for Aliphatic Binder	

1)Central States: States bordering TEXAS.
2) States Bordering the States that border Texas
EX1: New Mexico: Arizona, UTAH, And Colorado
Ex2: Arkansas: OKLA, Louisiana, Mississippi,
Missouri and Western Tennessee
EXCLUDES: Hawaii and Alaska

Flexiturf LLC 2016	
Poured in Place (50/50 color)	
Thickness	***Price (MSRP)***
1/2"	$12.25/sq.ft
1"	$12.85/ sq.ft
1 1/2"	$13.25/ sq.ft
2"	$13.90/ sq.ft
2 1/2"	$14.30/ sq.ft
3"	$14.70/ sq.ft
3 1/2"	$15.10/ sq.ft
4"	$15.70/ sq.ft
4 1/2"	$17.20/ sq.ft
*add $1.00/ sq.ft for 100% color * add $1.00 / sq.ft for Aliphatic Binder	

1)West and East Coast of USA
2)States Bordering Canada
3) States that border the States that border Canada
Ex1: Michigan: Illinois, Ohio and Indiana
Ex2: Montana: Idaho, Wyoming, S Dakota

Kenny Alvidrez
President
210.355.2479

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
ExerPlay, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 ▼ results

Narrow Results: gared

Vendor	Description	F
ExerPlay, Inc.	5% Discount Off Gared Sports pricelist for Playground Sports Equipment Line Item 8	

Extended Product Information

Reference Number: 512-16

Vendor Website: http://www.exerplay.com

Full Description: 5% Discount Off Gared Sports pricelist for Playground Sports Equipment Line Item 8

ExerPlay, Inc.	5% Discount Off Gared Sports pricelist for Outdoor Bleacher and Seating Systems, Attachments, and Accessories. Line Item 3	

Showing 1 to 2 of 2 entries (filtered from 41 total entries)

First | Previous | 1 | Next | Last

GARED
WWW.GAREDSPORTS.COM

2015/2016 GARED RETAIL PRICE LIST

(Effective from 10/12/2015 - Publication of Updated Pricing)

GARED CONTACT INFORMATION:

PRODUCT QUESTIONS:
customerservice@garedsports.com

DEALER REFERRAL
sales@garedsports.com

PLAYRX™ PROGRAM & DEALER CERTIFICATION
playrx@garedsports.com

GARED OFFICE LOCATION:

GARED SALES HEADQUARTERS, CALL CENTER & MARKETING OFFICE
9200 East 146th, Building A
Noblesville, IN 46060
Office Hours: 8:00 - 5:30 EST
Telephone: (800) 325-2682, Option 1

SHIPPING, MANUFACTURING & WAREHOUSE FACILITY
9200 East 146th, Building B
Noblesville, IN 46060
Office Hours: 8 - 4, EST

GARED CUSTOMER RELATIONS

BOBBI JONES, GARED CUSTOMER CARE MANAGER
customerservice@garedsports.com

ANITA HEBEL, GARED CUSTOMER CARE SPECIALIST
customerservice@garedsports.com

TABITHA MILLER, GARED CUSTOMER CARE SPECIALIST
customerservice@garedsports.com

SALES MANAGEMENT STAFF

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marketing@garedsports.com

TWITTER: @GAREDSPORTS

WWW.FACEBOOK.COM/GARED1922

GARED® services the after-market, retail, and custom gymnasium structure markets, and have become the leader in innovative product design, precision engineering, and premium manufacturing of sports equipment. Our centrally located manufacturing and warehouse facilities, and new state-of-the-art powder coating operation in Noblesville, Indiana have enabled us to offer our customers shorter lead times and more economical shipping costs. We sell our products through a trusted network of dealers across the United States and around the world.

GARED® is a supporting member of many prominent domestic organizations as well as international governing bodies for sports. In addition, our products meet the safety guidelines of the Consumer Product Safety Commission (CPSC), and we continually strive to lower our carbon footprint through sustainable design and recycling of raw materials. **GARED®** is a member of the GARED Holdings, LCC family of brands along with industry-leading brands: **GARED®** Hoops, **GARED INTERNATIONAL**, and **PERFORMANCE SPORTS SYSTEMS®**.

Much has changed in sports over the years since our establishment in 1922. Games are now faster, more intense, and competitive. As the games have changed, **GARED®** has met these challenges, by constantly improving the design, strength and durability of our sports equipment. We continue to build on past expertise while shaping the future of the sports that we serve. Our sports equipment is found in a variety of venues; in pro-arenas and universities across the world, school yards, parks, high school gymnasiums, both in big cities and small towns, and in the driveways and home courts of people who recognize the value of reliability and product quality.

DON'T STAND ON THE SIDELINES –
GET IN THE GAME WITH GARED!

ABOUT PLAYRX

For over ninety years GARED has set the standard for the manufacturing of athletic equipment. Whether in a school gymnasium, city park, or recreation center - sports equipment that is in good working condition benefits players, fans, and communities alike. It has a nicer appearance and encourages better play - keeping everyone coming back for more! As play environment experts we want to help you keep your play environments safe and inviting for all your players. In order to help accomplish this we created the **PlayRX®** program which consists of two levels: self evaulation inspection or certified inspection.

LEVEL ONE is a GARED guided visual inspection of your play environment through the means of our equipment checklist. Don't risk the safety and enjoyment of your players and fans by providing them with poorly-operating equipment. Our checklist provides you with our decades of experience of what and where to look for common problems that can plague your athletic equipment. Then through an easily calculated score card, we help you determine if replacement or further inspections is required for your equipment. As we all know an ounce of prevention is worth a pound of cure so early diagnosis is critical to keeping your court or field ready for play!

LEVEL TWO is the answer when further diagnosis or replacement is required. Look no further than GARED's factory certified, thoroughly experienced, **PlayRX® DEALER NETWORK** for assistance! Let GARED guide you to the local representative to help you solve your problems by recommending one of these GARED tested and approved representatives in your area to help you fix those athletic equipment ills that are beyond your facilities capabilities.

Regardless of your equipment's age, origin, or level of disrepair, GARED's PlayRX® program has your remedy.

GARED HAS YOUR PRESCRIPTION FOR FUN!

16 PAGE	GARED MODEL#	PRODUCT DESCRIPTION	WT.	UNIT	SHIPPING CLASS	SUGGESTED RETAIL $
71	6003	Rallyline™ Scholastic Aluminum Two-Court Volleyball System Less Sleeves and Covers	175	PKG	CLASS 100	$3,775
NP	6007	Rallyline™ Scholastic Aluminum Upright	38	EACH	CLASS 100	$1,000
NP	6006	Rallyline™ Scholastic Aluminum Upright with Winch	41	EACH	CLASS 100	$1,225
NP	6004	Rallyline™ Scholastic Aluminum Center Upright	39	EACH	CLASS 100	$1,125
NP	6083	Rallyline™ Scholastic Aluminum Three-Court Volleyball System	266	PKG	CLASS 100	$5,000
NP	6085	Rallyline™ Scholastic Aluminum Three-Court Volleyball System Less Sleeves and Covers	209	PKG	CLASS 100	$4,775
OMNISTEEL™ 3" O.D. STEEL TELESCOPIC & MULTI-SPORT VOLLEYBALL SYSTEMS						
72	5100	Omnisteel™ Collegiate Steel Telescopic One-Court Volleyball System	186	PKG	CLASS 100	$2,500
72	5105	Omnisteel™Collegiate Steel Telescopic One-Court Volleyball System Less Sleeves & Covers	168	PKG	CLASS 100	$2,225
72	5102	Omnisteel™Collegiate Steel Telescopic Two-Court Volleyball System	272	PKG	CLASS 100	$4,500
72	5103	Omnisteel™Collegiate Steel Telescopic Two-Court Volleyball System Less Sleeves & Covers	246	PKG	CLASS 100	$4,225
NP	5107	Omnisteel™Collegiate Steel Telescopic Upright	53	EACH	CLASS 100	$750
NP	5106	Omnisteel™Collegiate Steel Telescopic Upright with Winch	55	EACH	CLASS 100	$1,000
NP	5104	Omnisteel™Collegiate Steel Telescopic Center Upright	58	EACH	CLASS 100	$1,000
NP	5108	Omnisteel™Collegiate Steel Telescopic Center Upright with Winch	60	EACH	CLASS 100	$1,250
OMNILIGHT™ 3" O.D. STEEL TELESCOPIC & MULTI-SPORT VOLLEYBALL SYSTEMS						
73	5000	Libero™ Omni-Aluminum Collegiate One-Court Volleyball System	109	PKG	CLASS 100	$2,500
73	5005	Libero™ Omni-Aluminum Collegiate One-Court Volleyball System Less Sleeves and Covers	87	PKG	CLASS 100	$2,225
73	5002	Libero™ Omni-Aluminum Collegiate Two-Court Volleyball System	183	PKG	CLASS 100	$4,500
73	5007	Libero™ Omni-Aluminum Collegiate Two-Court Volleyball System Less Sleeves and Covers	146	PKG	CLASS 100	$4,225
SIDEOUT™ SAND & GRASS VOLLEYBALL SYSTEMS AND ACCESSORIES						
74	ODVB	2 3/8" O.D. Sideout™ Outdoor Volleyball Semi-Permanent Standards	67	PAIR	CLASS 70	$599
74	6827	Locking Cover for 2-3/8" O.D. Ground Sleeve	2	EACH	PARCEL	$75
NP	6825	Cover for 2-3/8" O.D. Ground Sleeve	2	EACH	PARCEL	$50
74	ODVB35	3-1/2" O.D. Sideout™ Outdoor Volleyball Semi-Permanent Standards	106	PAIR	CLASS 70	$699
74	ODVBNET	Sideout™ Outdoor Volleyball Net (for Use W/ ODVB, ODVB35, and ODVB40SQ Standards)	5	EACH	PARCEL	$100
75	ODVB40SQ	4" Square Sideout™ Outdoor Volleyball Standards	49	PAIR	CLASS 70	$799
75	6815	Beach Conversion Kit for ODVB40SQ Standards	57	PAIR	PARCEL	$350
75	6828	4" Square Sleeve for ODVB40SQ	34	PAIR	PARCEL	$350
75	6829	Cap for 6828 Square Sleeve	6	PAIR	PARCEL	$100
MONGOOSE® WIRELESS SAND & GRASS VOLLEYBALL SYSTEMS AND ACCESSORIES						
75	7900	Mongoose® Wireless Volleyball System	53	EACH	CLASS 70	$350
75	7810	Mongoose® Indoor Floor Plate Kit	12	PAIR	PARCEL	$100
75	7823	Mongoose® Indoor 3" Sleeve Adapter	11	PAIR	PARCEL	$100
75	7824	Mongoose® Indoor 3-1/2" Sleeve Adapter	12	PAIR	PARCEL	$100
75	7825	Mongoose® Indoor 4" Sleeve Adapter	14	PAIR	PARCEL	$150
75	7826	Mongoose® Indoor Custom Sleeve Adapter	13	PAIR	PARCEL	QUOTED
75	7810-23-00	Mongoose® Post Pad	7	EACH	PARCEL	$50
75	7822-23-00	Mongoose® Stretch Cord	2	EACH	PARCEL	$15
75	7930	Mongoose® Carrying Bag	2	EACH	PARCEL	$25
75	7940	Mongoose® Base Assembly	9	PAIR	PARCEL	$75
75	7945	Mongoose® Ground Stake	11	PAIR	PARCEL	$150
75	7950	Mongoose® Sand Paddle Kit	4	PAIR	PARCEL	$50
75	7910	Mongoose® Replacement Net	5	EACH	PARCEL	$50
75	7700	Mongoose® Lt Volleyball System	31	EACH	PARCEL	$199
75	7730	Mongoose® Lt Replacement Carrying Bag	1	EACH	PARCEL	$25
75	7740	Mongoose® Lt Replacement Ground Stake	11	PAIR	PARCEL	$75
75	7750	Mongoose® Lt Sand Paddle Kit	4	PAIR	PARCEL	$25
75	7710	Mongoose® Lt Replacement Net	3	EACH	PARCEL	$50
INDOOR VOLLEYBALL PADDING & REFEREE STANDS 14 Oz Vinyl Standard Color Options: Marine Blue, Royal Blue, Yellow, Kelly Green, Orange, Navy Blue, Forest Green, Purple, Red, Burgundy, White, Beige, Black, Grey						
76	6010	Volleyball Upright Safety Pad, Specify Color	8	EACH	PARCEL	$225

Zimbra **guadalupe.garcia@co.hidalgo.tx.us**

FW: Granejno Quote for Purchase of equipment: BUYBOARD

From : Connie Burkett <Connie.Burkett@tasb.org>
Tue, May 30, 2017 04:25 PM
3 attachments

Subject : FW: Granejno Quote for Purchase of equipment: BUYBOARD

To : 'guadalupe.garcia@co.hidalgo.tx.us' <guadalupe.garcia@co.hidalgo.tx.us>

Guadalupe,

BuyBoard contract pricing does not include payment/performance bonding or insurance coverage. Members must evaluate each project to determine if there is a need for bonding or insurance. This includes, without limitation, workers' compensation insurance as may be require by State or local law. If it is determined that bonding or insurance is required, it is up to each member to work with the vendor to obtain bonding or insurance from the vendor. This charge is part of the project, and is the responsibility of the project owner to reimburse.

All of the products quoted include references to BuyBoard. The vendor has grouped the products based on their type.
Page 1 shows all actual park products, with a sub-total of $45,695, then the 5% discount ($-2284.75), which is in compliance.
Safety surfacing on page 2 (Flexiturf) shows list price as well as 5% BuyBoard discount, which is in compliance.
Gared Sports items show list price as well as 5% BuyBoard discount, which is in compliance.
Installation is priced based on the overall size of the project, and is covered under the contract.

Performance/Payment Bond is to be billed to the County at the actual cost of the Bond (vendor cannot add additional fees).

The quote is in full compliance with the vendor's award under BuyBoard

Contract 512-16.

Respectfully,

Connie W. Burkett, *CTSBS*
Contract Administrator
BuyBoard / TASB
12007 Research Blvd
Austin TX 78759
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

From: Guadalupe V. Garcia [mailto:guadalupe.garcia@co.hidalgo.tx.us]
Sent: Tuesday, May 30, 2017 3:38 PM
To: Connie Burkett <Connie.Burkett@tasb.org>
Subject: with Attachtment Granejno Quote for Purchase of equipment: BUYBOARD
Importance: High

Sorry, got so caught up in my email I forgot the attachment.
I Apologize...

Respectfully submitted,
Guadalupe V. Garcia,
UCP Coordinator II
956-787-8127 ext. 2237

From: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>
To: "BuyBoard Verification- Connie Burkett" <connie.burkett@tasb.org>
Cc: "Carlos Trevino" <ctrevino@hengineering.com>, "Albert Trevino" <atrevino@hengineering.com>
Sent: Tuesday, May 30, 2017 3:36:45 PM
Subject: Granejno Quote for Purchase of equipment: BUYBOARD

Mrs. Burkett:
Can you please verify that all items on the attached quote are per Contract # 512-16.
I am concerned specifically with the last quoted item labeled BOND in the amount of $3,543.00 I have never seen this charge added to any buyboard quote before, it is my understanding that this charge is an administrative cost to the company.
I also see that under the item column they list items as buyboard and others are listed probably from different vendors, is this allowed thru the Buyboard contract # 512-16?

Please advise me as soon as possible, as I would like to place order this week.
Thank you and have a blessed day!
Respectfully submitted,
Guadalupe V. Garcia,
UCP Coordinator II
956-787-8127 ext. 2237



image001.png
19 KB

bonding_regulatory_notice.pdf
16 KB

Exerplay Quote (05-26-17).pdf
89 KB

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439
PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

Bonding Regulatory Notice

BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-218573

Date Filed:
06/05/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Exerplay, Inc
Cedar Crest, NM United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Granjeno

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

512-16
Purchase of Playground Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Official Seal
VICKI E. WILMARTH
Notary Public
State of New Mexico
My Comm. Expires 10/15/18

Vicki E. Wilmarth
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said EXERPLAY, INC., this the 5th day of June, 20 17, to certify which, witness my hand and seal of office.

Vicki E. Wilmarth	Vicki E. Wilmarth	Notary Public/ Graphic Designer
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-218573

Date Filed:
06/05/2017

Date Acknowledged:
06/06/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Exerplay, Inc
Cedar Crest, NM United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Granjeno

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

512-16
Purchase of Playground Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Vicki E Wilmarth 6/5/2017

Official Seal
VICKI E. WILMARTH
Notary Public
State of New Mexico
My Comm. Expires 10/15/18

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Exerplay, Inc

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
PO Box 1160

Requester's name and address (optional)

City, state, and ZIP code
Cedar Crest, NM 87008

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
8	5	–	0	3	9	0	3	2	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Michelle McKeon Date ▶ 6/5/2017

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

AI-60411 **Urban County** **11. C.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Sandra Regalado, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for Professional Services;

2. Presentation of the scoring grid for the purposes of ranking by Commissioners' Court of at least three (3) Geo-Technical and Construction Material Testing firms from the County's approved "pool" as graded and evaluated by Precinct No. 1, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453 DRS210068 Delta Area Connector East Lateral Project Phase II.

Engineering Services	Grade	Ranked
Professional Service Industries, Inc.	94.6	
Raba Kistner Consultants	97	
Terracon	93	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of Geo-Technical and Construction Material Testing Services for the Delta Area Connector East Lateral Project Phase II.

BACKGROUND

The three (3) Professional Engineering Services firms rated from the County's approved "pool" are: Professional Services Industries, Inc., Raba Kistner Consultants and Terracon.

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban Co. funds.

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2017 04:33 PM
Ivan Cantu	Ivan Cantu	06/23/2017 07:59 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Sandra Regalado Started On: 06/22/2017 02:21 PM

Final Approval Date: 06/23/2017

Delta Area Connector/East Lateral Project
Phase II

Professional Engineering Services –
Construction Materials Geo-Technical Testing Pool

Grading-Ranking Grid

Criteria	Professional Service Industries, Inc.			Raba Kistner, Inc.			Terracon		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Staffing of Project Team	25	24	25	25	25	25	25	24	25
Experience of Project Team/Ability to Commit Resources	20	18	20	20	20	20	20	20	20
Methodology/Experience/ Availability of Project manager	19	20	20	16	18	20	16	17	20
Understanding of Project/Similar Projects	24	25	21	23	25	24	25	24	21
Familiarity with Applicable Rules and Regulations	10	10	3	10	10	10	10	9	3
TOTALS	98	97	89	94	98	99	96	94	89
AVERAGES	284 / 3 = 94.6			291 / 3 = 97			279 / 3 = 93		
RATING	94.6			97			93		

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2017-007-02-01-FAZ

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	9
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points:	**TOTAL**	19
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	9
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	**TOTAL**	24
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	5
Comments/Rationale for points:	**TOTAL**	10
	TOTAL SCORE:	98

Project Name: Delta Ara Connector East Lateral Project Phase II

Department: Hidalgo County Precinct No. 1

Firm/Participant: Name: Professional Service Industries, Inc.

Evaluator: David Luz Date: 5-10-17

EXHIBIT "B"

Evaluation Criteria Form
Hidalgo County
(Including all funding sources, programs, and entities)
"Professional Engineering Services – Construction Materials Geo-Technical Testing Pool"
RFQ NO: 2017-007-02-01-FAZ

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	9
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	**24**
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	8
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	**18**
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points:	**TOTAL**	**20**
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	**TOTAL**	**25**
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards, and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and policies	**5**	5
Comments/Rationale for points:	**TOTAL**	**10**
	TOTAL SCORE:	**97**

Project Name: Delta Area Connector East Lateral Project Phase II

Department:: Urban County Program – Hidalgo County Precinct No. 1

Firm/Participant: Name: PSI

Evaluator: Heidi Garcia Ortiz Date: 05/15/17

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ No: 2017-007-02-01-FAZ

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets All criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets most criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	3
Comments/Rationale for points: Meets most criteria, but must Address Appropriate Rules and Regulations	TOTAL	21
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and policies	5	0
Comments/Rationale for points: Must include Narrative of Applicable rules and regulations and elaborate on the Firms Knowledge of Applicable Codes	TOTAL	3
	TOTAL SCORE:	

Project Name: Delta Area Connector East Lateral Phase II

Department: Urban County Program

Firm/Participant Name: PSI

Evaluator: ANTONIO BARCO Date: 6-9-17

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO:2017-007-02-01-FAZ

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	8
Comments/Rationale for points:	**TOTAL**	16
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	9
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	**TOTAL**	23
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	5
Comments/Rationale for points:	**TOTAL**	10
	TOTAL SCORE:	94

Project Name: Delta Ara Connector East Lateral Project Phase II

Department: Hidalgo County Precinct No. 1

Firm/Participant: Name: Raba Kistner Consultants

Evaluator: _____ Date: 5-10-17

EXHIBIT "B"

Evaluation Criteria Form
Hidalgo County
(Including all funding sources, programs, and entities)
"Professional Engineering Services – Construction Materials Geo-Technical Testing Pool"
RFQ NO: 2017-007-02-01-FAZ

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	**25**
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	**20**
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points:	**TOTAL**	**18**
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	**TOTAL**	**25**
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards, and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and policies	**5**	5
Comments/Rationale for points:	**TOTAL**	**10**
	TOTAL SCORE:	**98**

Project Name: Delta Area Connector East Lateral Project Phase II

Department:: Urban County Program – Hidalgo County Precinct No. 1

Firm/Participant: Name: Raba – Kistner

Evaluator: Heidi Garcia Ortiz Date: 05/15/17

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ No: 2017-007-02-01-FAZ

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets All criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets All criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets All criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points: Must address Appropriate Federal, State & local regulations	TOTAL	24
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and policies	5	5
Comments/Rationale for points: Meets All criteria	TOTAL	10
	TOTAL SCORE:	99

Project Name: Delta Area Connector East Lateral Phase II

Department: Urban County Program

Firm/Participant: Name: Raba Kistner

Evaluator: Antonio Barco Date: 6-9-17

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2017-007-02-01-FAZ

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	8
Comments/Rationale for points:	**TOTAL**	16
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	**TOTAL**	25
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	5
Comments/Rationale for points:	**TOTAL**	10
	TOTAL SCORE:	96

Project Name: Delta Ara Connector East Lateral Project Phase II

Department: Hidalgo County Precinct No. 1

Firm/Participant: Name: Terracon

Evaluator: _____ Date: 5-10-17

EXHIBIT "B"

Evaluation Criteria Form
Hidalgo County
(Including all funding sources, programs, and entities)
"Professional Engineering Services – Construction Materials Geo-Technical Testing Pool"
RFQ NO: 2017-007-02-01-FAZ

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	9
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	**24**
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	**20**
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	9
Comments/Rationale for points:	**TOTAL**	**17**
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points:	**TOTAL**	**24**
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards, and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and policies	5	4
Comments/Rationale for points:	**TOTAL**	**9**
	TOTAL SCORE:	**94**

Project Name: Delta Area Connector East Lateral Project Phase II

Department:: Urban County Program – Hidalgo County Precinct No. 1

Firm/Participant: Name: Terracon

Evaluator: Heidi Garcia Ortiz Date: 05/15/17

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ No: 2017-007-02-01-FAZ

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	**TOTAL**	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all Criteria	**TOTAL**	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	**TOTAL**	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	3
Comments/Rationale for points: Needs to Address Appropriate State, Federal, Local regulations and more RFQ responsive	**TOTAL**	21
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and policies	5	0
Comments/Rationale for points: Needs to provide Narrative of Applicable rules and regulations and past firm experience of Appropriate Codes, Professional Standards & Policies	**TOTAL**	3
	TOTAL SCORE:	89

Project Name: Delta Area Connector East Lateral Phase II

Department: Urban County Program

Firm/Participant: Name: Terracon

Evaluator: Antonio Barco Date: 6-9-17

AI-60394 **Urban County** **11. D.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Subject to HB 1295 Compliance, requesting consideration and action to award and enter into a construction contract with South Pools, Inc. dba Oasis Water Playgrounds in the amount of $390,520.00. UCP Year 27 & 28 (2014 & 2015) City of Hidalgo Parks, Recreational Facility Improvement funds will be utilized.

BACKGROUND

The bid opening was held on June 7, 2017 and the lowest responsible bidder meeting all specifications and/or requirements was South Pools, Inc. dba Oasis Water Playgrounds. Project consists of the purchase and installation of a water splash pad at Hidalgo Memorial Park locate at 200 Judy Drive in Hidalgo, including but not limited to professional engineering services, geotechnical and material testing, etc. Please see attached letter of recommendation by the project engineer and contractor's general liability insurance. Project engineering firm is Javier Hinojosa Engineering.

Contractor: South Pools, Inc. dba Oasis Water Playgrounds

Contract Amount: $390,520.00

Available Funds: $222,766.80 2014 Parks, Recreational Facility Improvements
$252,853.50 2015 Parks, Recreational Facility Improvements
$475,630.30 Total

Fiscal Impact

Attachments

South Pools, Inc dba Oasis Water Playgrounds Insurance, Form 1295 & Contract

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Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2017 03:14 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Olga Lerma		Started On: 06/22/2017 09:49 AM
Final Approval Date: 06/23/2017		

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

June 13, 2017

Ms. Diana R. Serna, Director
Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

Re: City of Hidalgo Parks/Recreational Facility Improvements
Bid No. 5014/15-35-0306-5000-3500-UCP-GVG

Dear Ms. Serna,

Bids were received and opened for the City of Hidalgo Parks/Recreational Facility Improvements on June 7, 2017. A total of two bids were received with South Pools, Inc. dba Oasis Water Playgrounds being the low bidder with a total base bid of $390,520.00. Attached is a copy of the bid tabulation for your review. This project involves construction of a splash pad facility at the City of Hidalgo Municipal Park. South Pools, Inc. dba Oasis Water Playgrounds has constructed several similar projects around the State of Texas and is currently constructing a similar project in Sullivan City. We recommend award of the contract to the low bidder, South Pools, Inc. dba Oasis Water Playgrounds in the amount of $390,520.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Ms. Guadalupe V. Garcia, Coordinator II , Urban County Program
Mr. Julian Gonzalez, City Manager, City of Hidalgo
Mr. Robert Segura, Assistant City Manager, City of Hidalgo

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Bid Tabulation
Hidalgo County - Urban County Program
City of Hidalgo Parks Recreational Facility Improvements
Prepared By: Javier Hinojosa Engineering
Bid Date: June 7, 2017 @ 9:30 a.m.

			South Pools, Inc. dba Oasis Water Playgrounds		G&G Contractors	
A. City of Hidalgo Splash Pad						
1. Demolition	Lump Sum		$13,980.00	$13,980.00	$1,144.00	$1,144.00
2. Fence and Gate Improvements	Lump Sum		$13,980.00	$21,700.00	$2,932.00	$2,932.00
3. 8" SDR 35 Sewer Line	80	LF	$285.00	$22,800.00	$41.47	$3,317.60
4. 6" SDR 35 Sewer Line	40	LF	$285.00	$11,400.00	$32.89	$1,315.60
5. Standard Manhole Fiberglass - 48"	1	EA	$5,600.00	$5,600.00	$7,865.00	$7,865.00
6. Sanitary Sewer Clean Out	1	EA	$2,100.00	$2,100.00	$1,144.00	$1,144.00
7. Tie To Exist. Sewer Manhole	1	EA	$7,800.00	$7,800.00	$4,576.00	$4,576.00
8. Trench Protection	120	LF	$35.83	$4,300.00	$20.02	$2,402.40
9. 3" PVC Waterline C-900 with Bends and Fittings	160	LF	$112.50	$18,000.00	$24.31	$3,889.60
10. 3" Water Meter and Backflow Prevenetor	1	EA	$5,200.00	$5,200.00	$15,015.00	$15,015.00
11. 8" X 8" X 6" Tapping Tee with 6" Gate Valve	1	EA	$1,200.00	$1,200.00	$6,435.00	$6,435.00
12. 6" X 3" Reducer	1	EA	$600.00	$600.00	$1,072.50	$1,072.50
13. Patch Pavement	Lump Sum		$2,400.00	$2,400.00	$3,575.00	$3,575.00
14. Irrigation/Sprinkler System Adjustments	Lump Sum		$6,500.00	$6,500.00	$4,793.36	$4,793.36
15. Concrete Splash Pad (Including Knee walls and Stamped Concrete)	140	CY	$271.43	$38,000.00	$407.51	$57,051.40
16. Water Features	Lump Sum		$140,000.00	$140,000.00	$198,033.55	$198,033.55
17. Recirculation Systems (Including Storage Tanks and all Other Equipment)	Lump Sum		$43,000.00	$43,000.00	$59,316.40	$59,316.40
18. 10 X 12' Equipment Building	1	EA	$8,500.00	$8,500.00	$16,339.18	$16,339.18
19. Benches	3	EA	$933.33	$2,800.00	$1,310.84	$3,932.52
20. Canopy/Sails (Including Support Beams)	3	EA	$7,633.33	$22,900.00	$14,776.67	$44,330.01
21. 8' Wide Conc. Sidewalk	40	LF	$63.00	$2,520.00	$268.13	$10,725.20
22. 6' Wide Conc. Sidewalk	80	LF	$29.00	$2,320.00	$205.57	***$16,445.60***
23. Erosion Control	Lump Sum		$6,900.00	$6,900.00	$2,502.50	$2,502.50
TOTAL BASE BID:				**$390,520.00**		***$468,153.42***

NOTE: HIGHLIGHTED NUMBERS DENOTES CALCULATION ERROR

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: June 7, 2017	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "City Hidalgo Parks/Recreational Facility Improvements"

BID NO.: 5014/15-35-0306-5000-3500-UCP-GVG **ADDENDUM #1 REQUIRED**	**PROCURMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ADDENDUM	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	South Pools, Inc. DBA Oasis Water Playgrounds	√	$390,520.00 $399,900.00 Alternate	√
#2	G&G Contractors	√	$459,930.67	√
#3				
#4				
#5				
#6				
#7				
#8				

CONSTRUCTION CONTRACT

This Agreement entered into this **27TH day of June, 2017** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **South Pools, Inc., dba Oasis Water Playgrounds (a Texas Limited Liability Company)** of **Houston,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: **2014-15-Hidalgo Parks, Recreational Facility Improvements**

PROJECT NO.: **5014/15-35-0306-5000-3500-UCP-GVG**

PROJECT DESCRIPTION: **Parks, Recreational Facility Improvements (Hidalgo Memorial Park)**

heinafter called the project, for the sum of **($390,520.00) – Three Hundred Ninety Thousand, Five Hundred and Twenty Dollars and Zero Cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa Engineering** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(75) Seventy-Five** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) Five Hundred Dollars and Zero Cents**-for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Muhammad Tello, President

Name of Firm: South Pools, Inc, dba Oasis Water Playgrounds
Address: 12436 FM 1960 West #222
Houston, Texas 77065

Federal I.D./S.S.: 47-3884572

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of _____, 2017,

by **Muhammad Tello , President** of and on behalf of South Pools, Inc, dba Oasis Water Playgounds,
(name) (title) (a limited liability corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna, Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: 4/28/2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-215334

Date Filed:
05/30/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
South Pools Inc
Cypress, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hidalgo Recreational Parks Improvement Project

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
5014/15-35-0306-5000-3500-CCP-
Splash PAd

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
South Pools Inc	Cypress, TX, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

CHRISTOPHER TADEO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-20-20
Notary ID # 12012303-6

M. Tello
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Muhammad Tello, this the 30th day of May, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Christopher Tadeo
Printed name of officer administering oath

Relationship Manager
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-215334

Date Filed:
05/30/2017

Date Acknowledged:
06/20/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

South Pools Inc
Cypress, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hidalgo Recreational Parks Improvement Project

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5014/15-35-0306-5000-3500-CCP-
Splash PAd

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
South Pools Inc	Cypress, TX, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/06/2017

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 TWFG - Ed Sirafi 13225 Jones Road Houston TX 77070	**CONTACT NAME:** ADRIANA SIRAFI **PHONE (A/C, No, Ext):** (281) 955-2100 **FAX (A/C, No):** (832) 369-8521 **E-MAIL ADDRESS:** asirafi@twfg.com
INSURED SOUTH POOLS INC. dba OASIS WATERPLAYGROUNDS Mike (Muhammad) Tello 12436 FM 1960 SUITE 222 HOUSTON TX 77065	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Colony Insurance Company INSURER B : National General INSURER C : Texas Mutual INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GL4189180	08/23/2016	08/23/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [ ] NON-OWNED AUTOS			2004728410-00	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UN/UNDERINSURED CSL	$ 1,000,000 $ $ $ $ 500,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001323215	04/10/2017	04/10/2018	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

HIDALGO URBAN COUNTY

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

Adriana J Sirafi

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Fiscal year thru period ending 06/30/2017

35

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5007 35 0306 5125 3501						
THE MONITOR	.00	329.63	.00	329.63	.00	100.0%
5007 35 0306 5325 3502						
PARK PLACE RECREATION DESIGN	.00	84,691.00	.00	84,691.00	.00	100.0%
5009 35 0306 5125 3503						
URBAN COUNTY PROGRAM	.00	366.60	.00	366.60	.00	100.0%
5009 35 0306 5125 3504						
THE MONITOR	.00	747.50	.00	747.50	.00	100.0%
5009 35 0306 5325 3502						
PARK PLACE RECREATION DESIGN	.00	111,714.00	.00	111,714.00	.00	100.0%
5014 35 0306 5000 3500						
PARKS, RECREATIONAL FACILITIES	.00	.00	.00	222,766.80	222,766.80	.0%
5014 35 0306 5100 3501						
JAVIER HINOJOSA ENGINEERING	36,750.00	36,750.00	12,250.00	49,000.00	.00	100.0%
5014 35 0306 5125 3502						
THE MONITOR	1,555.20	1,555.20	.00	1,555.20	.00	100.0%
5015 35 0306 5000 3500						
PARKS, RECREATIONAL FACILITIES	.00	.00	.00	252,853.50	252,853.50	.0%
5016 35 0306 5000 3500						
PARKS, RECREATIONAL FACILITIES	.00	.00	.00	199,460.00	199,460.00	.0%
5016 35 0306 5100 3510						
JAVIER HINOJOSA ENGIENERING	.00	.00	49,515.00	49,515.00	.00	100.0%
5095 35 0306 5125 3503						
THE MONITOR	.00	283.50	.00	283.50	.00	100.0%
5095 35 0306 5200 3511						
WILLIAMSON CONSTRUCTION	.00	2,716.50	.00	2,716.50	.00	100.0%
5096 35 0306 5100 3510						
NOE GARZA ENGINEERS-VALLE ALTO	.00	53,664.00	.00	53,664.00	.00	100.0%
5096 35 0306 5200 3511						
WILLIAMSON CONSTRUCTION	.00	119,176.69	.00	119,176.69	.00	100.0%
5098 35 0306 5125 3501						
THE MONITOR	.00	204.75	.00	204.75	.00	100.0%
5098 35 0306 5300 3511						
CITY OF HIDALGO	.00	45.03	.00	45.03	.00	100.0%
5098 35 0306 5325 3502						
MIRACLE RECREATION EQUIPMENT	.00	24,896.00	.00	24,896.00	.00	100.0%
5098 35 0306 5325 3503						
PARK PLACE RECREATION DESIGNS	.00	7,065.00	.00	7,065.00	.00	100.0%
5098 35 0306 5325 3511						
CITY OF HIDALGO	.00	640.60	.00	640.60	.00	100.0%
5098 35 0306 5335 3511						
CITY OF HIDALGO	.00	170.00	.00	170.00	.00	100.0%
5098 35 0306 5452 3511						
CITY OF HIDALGO	.00	7,096.22	.00	7,096.22	.00	100.0%
5098 35 0306 5700 3511						
CITY OF HIDALGO	.00	137.78	.00	137.78	.00	100.0%

0.C

222,776.80 +
252,853.50 +

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475,630.30G+

000

Fiscal year thru period ending 06/30/2017

35

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5099 35 0306 5100 3510						
NOE GARZA ENGINEERS INC	.00	6,000.00	.00	6,000.00	.00	100.0%
5099 35 0306 5125 3501						
THE MONITOR	.00	784.50	.00	784.50	.00	100.0%
5099 35 0306 5200 3511						
CITY OF HIDALGO	.00	25,694.53	.00	25,694.53	.00	100.0%
5099 35 0306 5300 3511						
CITY OF HIDALGO	.00	2,750.75	.00	2,750.75	.00	100.0%
5099 35 0306 5325 3511						
CITY OF HIDALGO	.00	2,600.00	.00	2,600.00	.00	100.0%
5099 35 0306 5375 3511						
CITY OF HIDALGO	.00	269.00	.00	269.00	.00	100.0%
5099 35 0306 5452 3511						
CITY OF HIDALGO	.00	3,625.00	.00	3,625.00	.00	100.0%
5099 35 0306 5700 3511						
CITY OF HIDALGO	.00	276.22	.00	276.22	.00	100.0%
Total Expenditure	38,305.20	494,250.00	61,765.00	1,231,095.30	675,080.30	45.2%

Setup by: NELLIE FLORES

----------| Selection Page |----------

ID type.....: P - Project Reporting System
Report Name....: PCITY - CITY REPORT
Account Mask...: PXXXX 50XX-35-0306-XXXX
Date.....: 06/20/2017
Adj period.....: No
Include Attrs..: EX | | | | | | | | | | | | | |
Exclude Attrs..: | | | | | | | | | | | | | |
Reclass.....: No
Show pennies...: Yes
Report zero....: No

AI-60347 **Urban County** **11. E.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Subject to HB 1295 Compliance, requesting consideration and action to award and enter into a construction contract with 2GS, LLC dba Earthworks Enterprise in the amount of $221,702.00. UCP Year 27, 28 & 29 (2014, 2015 & 2016) City of San Juan Street Improvement funds will be utilized.

BACKGROUND

The bid opening was held on June 7, 2017 and the lowest responsible bidder meeting all specifications and/or requirements was 2GS, LLC dba Earthworks Enterprise. Project consists of the repaving of several streets (Pullin Avenue, Hooper Avenue, Coconut Palm Drive and Salazar Street) including but not limited to adjacent/abutting streets within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing, etc. Please see attached letter of recommendation by the project engineer and contractor's general liability insurance. Project engineering firm is Javier Hinojosa Engineering.

Contractor: 2GS, LLC dba Earthworks Enterprise

Contract Amount: $221,702.00

Available Funds: $ 8,250.86 2014 Street Improvements
$113,350.15 2015 Street Improvements
$219,285.00 2016 Street Improvements
$340,886.01 Total

Fiscal Impact

Attachments

2GS, LLC dba Earthworks Contract, Insurance & Form 1295

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2017 09:46 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Olga Lerma		Started On: 06/20/2017 10:25 AM
Final Approval Date: 06/23/2017		

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

RECEIVED
JUN 14 2017
Urban County Program

June 13, 2017

Ms. Diana R. Serna, Director
Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

Re: City of San Juan 2016 Street Improvements
Bid No. 5016-75-0311-5000-7500-UCP-GVG

Dear Ms. Serna,

Bids were received and opened for the City of San Juan 2016 Street Improvements on June 7, 2017. A total of eleven bids were received with 2GS, LLC dba Earthworks Enterprise being the low bidder with a total base bid of $221,702.00. Attached is a copy of the bid tabulation for your review. This project involves the paving of Pullin Avenue (Salazar Street to FM 495), Hooper Avenue (Salazar Street to FM 495), Coconut Palm Drive (Salazar Street to FM 495) and Salazar Street (Santa Fe Avenue to Cocounut Palm Avenue). 2GS, LLC dba Earthworks Enterprise has constructed several successful projects within Hidalgo County. We recommend award of the contract to the low bidder, 2GS, LLC dba Earthworks Enterprise in the amount of $221,702).00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Ms. Guadalupe V. Garcia, Coordinator II , Urban County Program
Mr. Ben Arjona, City Manager, City of San Juan
Mr. Xavier Cervantes, Planning Director, City of San Juan

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HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: June 7, 2017	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "City of San Juan 2016 Street Improvements"	
BID NO.: 5016-75-0311-5000-7500-UCP-GVG	**PROCURMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ADDENDUM	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	Earthworks Enterprise, LLC	N/A	$221,702.00	√
#2	GHN Company, LLC	N/A	$235,837.50	√
#3	Five Star Galaxy Construction	N/A	$238,300.00	√
#4	REIM Construction, Inc.	N/A	$267,737.50	√
#5	Diamond Eight Industries, LLC	N/A	$269,378.00 Corrected Amount $269,476.25 Read Amount	√
#6	Jimmy Closner & Sons Construction Company, Inc.	N/A	$279,050.00	√
#7	Filegonia Site Contractors, LLC	N/A	$279,958.00	√
#8	Valley Paving, Inc.	N/A	$309,025.00	√

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: June 7, 2017	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "City of San Juan 2016 Street Improvements"	
BID NO.: 5016-75-0311-5000-7500-UCP-GVG	**PROCURMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ADDENDUM	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#9	J.M. Construction	N/A	$329,960.00	√
#10	RDH Site and Concrete, LLC	N/A	$339,460.00	√
#11	G&G Contractors	N/A	$449,130.00	√
#12				
#13				
#14				
#15				
#16				

Bid Tabulation
Hidalgo County - Urban County Program
City of San Juan 2016 Street Improvements
Bid No. 5016-75-0311-5000-7500-UCP-GVG
Prepared By: Javier Hinojosa Engineering
Bid Date: June 7, 2017 @ 9:30 a.m.

			Earthworks Enterprise, LLC		GNH Company		Five Star Galaxy Construction		REIM Construction, Inc.		Diamond Eight Industries, LLC		Jimmy Closner & Sons Construction Company, Inc.	
A. Pullin Avenue (Salazar Street to FM 495) - Reconstruct within existing curb and gutter														
1. Remove Exist. Asphalt	3,450	SY	$1.40	$4,830.00	$0.75	$2,587.50	$3.50	$12,075.00	$1.15	$3,967.50	$1.10	$3,795.00	$2.00	$6,900.00
2. Lime (2%) Existing Caliche Base	3,450	SY	$1.40	$4,830.00	$3.75	$12,937.50	$1.75	$6,037.50	$3.10	$10,695.00	$3.43	$11,833.50	$3.00	$10,350.00
3. 3" New Caliche with Lime (2%)	3,450	SY	$3.50	$12,075.00	$3.25	$11,212.50	$2.75	$9,487.50	$4.45	$15,352.50	$4.58	$15,801.00	$4.50	$15,525.00
4. 1 1/2" HMAC (Type D)	3,450	SY	$9.10	$31,395.00	$8.75	$30,187.50	$9.00	$31,050.00	$9.80	$33,810.00	$9.84	$33,948.00	$10.00	$34,500.00
5. Remove and Replace 18" Curb & Gutter	40	LF	$16.60	$664.00	$17.00	$680.00	$10.00	$400.00	$19.00	$760.00	$17.75	$710.00	$15.00	$600.00
Subtotal Pullin Avenue (Item A):				**$53,794.00**		**$57,605.00**		**$59,050.00**		**$64,585.00**		**$66,087.50**		**$67,875.00**
B. Hooper Avenue (Salazar Street to FM 495) - Reconstruct within existing curb and gutter														
1. Remove Exist. Asphalt	3,450	SY	$1.40	$4,830.00	$0.75	$2,587.50	$3.50	$12,075.00	$1.15	$3,967.50	$1.10	$3,795.00	$2.00	$6,900.00
2. Lime (2%) Existing Caliche Base	3,450	SY	$1.40	$4,830.00	$3.75	$12,937.50	$1.75	$6,037.50	$3.10	$10,695.00	$3.43	$11,833.50	$3.00	$10,350.00
3. 3" New Caliche with Lime (2%)	3,450	SY	$3.50	$12,075.00	$3.25	$11,212.50	$2.75	$9,487.50	$4.45	$15,352.50	$4.58	$15,801.00	$4.50	$15,525.00
4. 1 1/2" HMAC (Type D)	3,450	SY	$9.10	$31,395.00	$9.00	$31,050.00	$9.00	$31,050.00	$9.80	$33,810.00	$9.84	$33,948.00	$10.00	$34,500.00
5. Remove and Replace 18" Curb & Gutter	180	LF	$16.60	$2,988.00	$17.00	$3,060.00	$10.00	$1,800.00	$19.00	$3,420.00	$17.25	$3,105.00	$15.00	$2,700.00
Subtotal Hooper Avenue (Item B):				**$56,118.00**		**$60,847.50**		**$60,450.00**		**$67,245.00**		**$68,482.50**		**$69,975.00**
C. Coconut Palm Drive (Salazar Street to FM 495) - Reconstruct within existing curb and gutter														
1. Remove Exist. Asphalt	3,400	SY	$1.40	$4,760.00	$0.75	$2,550.00	$3.50	$11,900.00	$1.15	$3,910.00	$1.10	$3,740.00	$2.00	$6,800.00
2. Lime (2%) Existing Caliche Base	3,400	SY	$1.40	$4,760.00	$3.70	$12,580.00	$1.75	$5,950.00	$3.10	$10,540.00	$3.45	$11,730.00	$3.00	$10,200.00
3. 3" New Caliche with Lime (2%)	3,400	SY	$3.50	$11,900.00	$3.25	$11,050.00	$2.75	$9,350.00	$4.45	$15,130.00	$4.61	$15,674.00	$4.50	$15,300.00
4. 1 1/2" HMAC (Type D)	3,400	SY	$9.10	$30,940.00	$8.75	$29,750.00	$9.00	$30,600.00	$9.80	$33,320.00	$9.84	$33,456.00	$10.00	$34,000.00
5. Remove and Replace 18" Curb & Gutter	300	LF	$16.60	$4,980.00	$17.00	$5,100.00	$10.00	$3,000.00	$19.00	$5,700.00	$17.75	$5,325.00	$15.00	$4,500.00
Subtotal Coconut Palm Drive (Item C):				**$57,340.00**		**$61,030.00**		**$60,800.00**		**$68,600.00**		**$69,925.00**		**$70,800.00**
D. Salazar Street (Santa Fe Ave. to Coconut Palm Ave.) - Reconstruct within existing curb and gutter														
1. Remove Exist. Asphalt	3,200	SY	$1.40	$4,480.00	$0.75	$2,400.00	$3.50	$11,200.00	$1.15	$3,680.00	$1.10	$3,520.00	$2.00	$6,400.00
2. Lime (2%) Existing Caliche Base	3,200	SY	$1.40	$4,480.00	$3.70	$11,840.00	$1.75	$5,600.00	$3.10	$9,920.00	$3.45	$11,040.00	$3.00	$9,600.00
3. 3" New Caliche with Lime (2%)	3,200	SY	$3.50	$11,200.00	$3.25	$10,400.00	$2.75	$8,800.00	$4.45	$14,240.00	$4.59	$14,688.00	$4.50	$14,400.00
4. 1 1/2" HMAC (Type D)	3,200	SY	$9.10	$29,120.00	$8.75	$28,000.00	$9.00	$28,800.00	$9.80	$31,360.00	$9.85	$31,520.00	$10.00	$32,000.00
5. Remove and Replace 18" Curb & Gutter	100	LF	$16.60	$1,660.00	$17.00	$1,700.00	$10.00	$1,000.00	$19.00	$1,900.00	$17.75	$1,775.00	$15.00	$1,500.00
6. Remove and Replace 72" Valley Gutter	130	LF	$27.00	$3,510.00	$15.50	$2,015.00	$20.00	$2,600.00	$47.75	$6,207.50	$18.00	$2,340.00	$50.00	$6,500.00
Subtotal Salazar Street (Item D):				**$54,450.00**		**$56,355.00**		**$58,000.00**		**$67,307.50**		**$64,883.00**		**$70,400.00**
TOTAL BASE BID (ITEMS A - D):				**$221,702.00**		**$235,837.50**		**$238,300.00**		**$267,737.50**		**$269,378.00**		**$279,050.00**

NOTE: HIGHLIGHTED NUMBERS DENOTES CALCULATION ERROR

			Filegonia Site Contractors, LLC		Valley Paving, Inc.		J.M. Construction		RDH Site and Concrete, LLC		G&G Contractors	
A. Pullin Avenue (Salazar Street to FM 495) - Reconstruct wit												
1. Remove Exist. Asphalt	3,450	SY	$4.50	$15,525.00	$2.50	$8,625.00	$2.00	$6,900.00	$8.50	$29,325.00	$4.00	$13,800.00
2. Lime (2%) Existing Caliche Base	3,450	SY	$1.90	$6,555.00	$3.25	$11,212.50	$4.00	$13,800.00	$4.50	$15,525.00	$4.75	$16,387.50
3. 3" New Caliche with Lime (2%)	3,450	SY	$3.70	$12,765.00	$5.75	$19,837.50	$6.50	$22,425.00	$2.50	$8,625.00	$12.50	$43,125.00
4. 1 1/2" HMAC (Type D)	3,450	SY	$9.50	$32,775.00	$9.75	$33,637.50	$10.50	$36,225.00	$8.80	$30,360.00	$11.00	$37,950.00
5. Remove and Replace 18" Curb & Gutter	40	LF	$15.65	$626.00	$20.00	$800.00	$23.00	$920.00	$14.00	$560.00	$12.75	$510.00
Subtotal Pullin Avenue (Item A):				**$68,246.00**		**$74,112.50**		**$80,270.00**		**$84,395.00**		**$111,772.50**
B. Hooper Avenue (Salazar Street to FM 495) - Reconstruct w												
1. Remove Exist. Asphalt	3,450	SY	$4.50	$15,525.00	$2.50	$8,625.00	$2.00	$6,900.00	$8.50	$29,325.00	$4.00	$13,800.00
2. Lime (2%) Existing Caliche Base	3,450	SY	$1.90	$6,555.00	$3.25	$11,212.50	$4.00	$13,800.00	$4.50	$15,525.00	$4.75	$16,387.50
3. 3" New Caliche with Lime (2%)	3,450	SY	$3.70	$12,765.00	$5.75	$19,837.50	$6.50	$22,425.00	$2.50	$8,625.00	$12.50	$43,125.00
4. 1 1/2" HMAC (Type D)	3,450	SY	$9.50	$32,775.00	$9.75	$33,637.50	$10.50	$36,225.00	$8.80	$30,360.00	$11.00	$37,950.00
5. Remove and Replace 18" Curb & Gutter	180	LF	$15.65	$2,817.00	$20.00	$3,600.00	$23.00	$4,140.00	$14.00	$2,520.00	$12.75	$2,295.00
Subtotal Hooper Avenue (Item B):				**$70,437.00**		**$76,912.50**		**$83,490.00**		**$86,355.00**		**$113,557.50**
C. Coconut Palm Drive (Salazar Street to FM 495) - Reconstr												
1. Remove Exist. Asphalt	3,400	SY	$4.50	$15,300.00	$2.50	$8,500.00	$2.00	$6,800.00	$8.50	$28,900.00	$4.00	$13,600.00
2. Lime (2%) Existing Caliche Base	3,400	SY	$1.90	$6,460.00	$3.25	$11,050.00	$4.00	$13,600.00	$4.50	$15,300.00	$4.75	$16,150.00
3. 3" New Caliche with Lime (2%)	3,400	SY	$3.70	$12,580.00	$5.75	$19,550.00	$6.50	$22,100.00	$2.50	$8,500.00	$12.50	$42,500.00
4. 1 1/2" HMAC (Type D)	3,400	SY	$9.50	$32,300.00	$9.75	$33,150.00	$10.50	$35,700.00	$8.80	$29,920.00	$11.00	$37,400.00
5. Remove and Replace 18" Curb & Gutter	300	LF	$15.65	$4,695.00	$20.00	$6,000.00	$23.00	$6,900.00	$14.00	$4,200.00	$12.75	$3,825.00
Subtotal Coconut Palm Drive (Item C):				**$71,335.00**		**$78,250.00**		**$85,100.00**		**$86,820.00**		**$113,475.00**
D. Salazar Street (Santa Fe Ave. to Coconut Palm Ave.) - Rec												
1. Remove Exist. Asphalt	3,200	SY	$4.50	$14,400.00	$2.50	$8,000.00	$2.00	$6,400.00	$8.50	$27,200.00	$4.00	$12,800.00
2. Lime (2%) Existing Caliche Base	3,200	SY	$1.90	$6,080.00	$3.25	$10,400.00	$4.00	$12,800.00	$4.50	$14,400.00	$4.75	$15,200.00
3. 3" New Caliche with Lime (2%)	3,200	SY	$3.70	$11,840.00	$5.75	$18,400.00	$6.50	$20,800.00	$2.50	$8,000.00	$12.50	$40,000.00
4. 1 1/2" HMAC (Type D)	3,200	SY	$9.50	$30,400.00	$9.75	$31,200.00	$10.50	$33,600.00	$8.80	$28,160.00	$11.00	$35,200.00
5. Remove and Replace 18" Curb & Gutter	100	LF	$15.65	$1,565.00	$20.00	$2,000.00	$23.00	$2,300.00	$14.00	$1,400.00	$12.75	$1,275.00
6. Remove and Replace 72" Valley Gutter	130	LF	$43.50	$5,655.00	$75.00	$9,750.00	$40.00	$5,200.00	$21.00	$2,730.00	$45.00	$5,850.00
Subtotal Salazar Street (Item D):				**$69,940.00**		**$79,750.00**		**$81,100.00**		**$81,890.00**		**$110,325.00**
TOTAL BASE BID (ITEMS A - D):				**$279,958.00**		**$309,025.00**		**$329,960.00**		**$339,460.00**		**$449,130.00**

NOTE: HIGHLIGHTED NUMBERS DENOTES CALCULATION ERROR

CONSTRUCTION CONTRACT

This Agreement entered into this **27TH day of June, 2017** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **2GS, LLC dba Earthworks Enterprise (a Texas Limited Liability Company)** of **Peñitas,** State f Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: **2016-San Juan Street Improvements**

PROJECT NO.: **5016-75-0311-5000-7500-UCP-GVG**

PROJECT DESCRIPTION: **Street Improvements**

heinafter called the project, for the sum of **($221,702.00) – Two Hundred Twenty-One Thousand, Seven Hundred and Two Dollars and Zero Cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa Engineering** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(90) Ninety** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) Five Hundred Dollars and Zero Cents**-for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Humberto Garcia, Jr. President

Name of Firm: 2GS, LLC, dba Earthworks Enterprise
Address: P.O. Box 595
Peñitas, Texas 78576

Federal I.D./S.S.: 45-4338911

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of _____, 2017,

by **Humberto Garcia, Jr. , President** of and on behalf of 2GS, LLC, dba Earthworks, Enterprise,
(name) (title) (a limited liability corporation) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna, Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: 4/28/2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-211974

Date Filed:
05/23/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2GS, LLC, dba Earthworks Enterprise
Penitas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5016-75-0311-5000-7500-UCP-GVG
City of San Juan - 2016 Street Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Humberto García, Jr., this the 15 day of June, 20 17, to certify which, witness my hand and seal of office.

Bertha A. Peña — Signature of officer administering oath

Bertha A. Peña — Printed name of officer administering oath

Notary Public — Title of officer administering oath

BERTHA A PENA
Notary Public
STATE OF TEXAS
My Comm. Exp. August 31, 2019

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-221954

Date Filed:
06/12/2017

Date Acknowledged:
06/12/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

South Texas Infrastructure Group, L.L.C.
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County -- Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5015-60-0311-5000-6000
2015 Penitas Street Improvement- Amendment No. 1

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2017

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
Higginbotham Insurance Agency, Inc.
1400 McColl Rd. Ste 105
McAllen TX 78501

CONTACT NAME: Judith Gomez
PHONE (A/C, No, Ext): 956-668-3510 FAX (A/C, No): 956-687-1286
E-MAIL ADDRESS: jgomez@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : The Travelers Lloyds Insurance Co	41262
INSURER D : Maxum Indemnity Company	26743
INSURER E :	
INSURER F :	

INSURED 2GSLL
2GS, LLC. dba Earthworks Enterprise
PO Box 595
Penitas TX 78576

COVERAGES **CERTIFICATE NUMBER:** 278758272 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			GLP603057901	2/21/2017	2/21/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	X 5,000						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAS1855991781	2/21/2017	2/21/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0001234244	2/21/2017	2/21/2018	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Inland Marine			QT6608G686515TLC17	2/21/2017	2/21/2018	Limit Leased/Rented Deductible	$750,000 $200,000 $2,500

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

Automatic Additional insured Endorsement Construction or Service Contracts when required by written contract applies to General Liability and Auto policies.
Waiver of Transfer of Rights of Recovery Against Others to us applies to General Liability coverage when required by written contract.
Texas Waiver of our Right to Recover from Others applies to Workers Compensation coverage when agreed by written contract and as permitted by law.
Project: City of San Juan – 2016 Street Improvements

CERTIFICATE HOLDER

Hidalgo County Urban County Program
427 Duranta Ave
Alamo TX 78516

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

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AI-60316 **Health & Human Services Dept.** **12. A.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Title V Prenatal Medical & Dental grant contract #2016-003894-02 in the amount of $144,029.00 for the period of 09/01/2017 to 08/31/2018.
2. Requesting approval for County Judge to sign the Title V Prenatal Medical & Dental contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $144,029.00.
4. Requesting approval of the budget appropriation in the amount of $144,029.00.

BACKGROUND

03/07/17 - AI-58689 - Approval to submit grant renewal application for FY 18.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-11-340-052-6-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Grant period is 09/01/2017 to 08/31/2018.
Grant funding allocation is for Fiscal Year 2018.
No local match required.

Attachments

Grant Contract
DUA
Attachments to Contract
Budget Appropriation
Salary Projection
Request for COR Email
COR

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	06/16/2017 03:26 PM
Ivan Cantu	Ivan Cantu	06/22/2017 10:54 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Mike Escaname Started On: 06/14/2017 04:04 PM

Final Approval Date: 06/23/2017

SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 2016-003894-02
UNDER THE
TITLE V PRENATAL MEDICAL AND DENTAL GRANT PROGRAM

I. PURPOSE

The Health and Human Services Commission ("System Agency") and
Hidalgo County Health and Human Services Department ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for Title V Prenatal Medical and Dental (TVPMD) services (the "Contract").

This Contract is the fourth (4th) and final renewal of Grantee's contract issued under Department of State Health Services ("DSHS") Request for Proposals #CHS/TV-0554.1, issued March 21, 2013 (the "RFP").

Due to administrative changes stemming from Senate Bill 200, 84th Legislature (requiring consolidation of the Health and Human Services System), all functions associated with the RFP have been transferred from DSHS to System Agency pursuant to Texas Government Code, Section 531.0201.

This Contract restates the scope of work and substance of the RFP's resulting contract, subject to System Agency's terms and conditions.

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Title V of the Social Security Act (1935) and Texas Health and Safety Code, Chapter 1001.

III. DURATION

This Contract is effective on **September 1, 2017** or upon the execution, whichever is later, and terminates on **August 31, 2018** (hereinafter referred to as Fiscal Year (FY) 2018, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract.

IV. BUDGET

The total amount of this Contract will not exceed **ONE HUNDRED FORTY-FOUR THOUSAND TWENTY-NINE DOLLARS (\$144,029.00)** in state grant funds for Fiscal Year (FY) 2018 (September 1, 2017 through August 31, 2018). Grantee shall be reimbursed on a fee-for-service basis using established reimbursement rates.

V. NOTICE TO PROCEED

Funding for this Contract is dependent on State Appropriations. No FY 2018 work may begin and no charges may be incurred until the System Agency issues a written notice to proceed to Grantee. This Notice to Proceed may include an Amended or Ratified Budget which will be incorporated into this Contract by a subsequent Amendment, as necessary.

VI. REPORTING REQUIREMENTS

Grantee shall submit monthly, quarterly, and annual programmatic reports and/or financial vouchers/reports as required in **Attachment A--Statement of Work** and the Title V Policy Manual. Other data and/or reports deemed necessary by System Agency may be required, upon reasonable notice to Grantee.

VII. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Health and Human Services Commission
4900 North Lamar Blvd.
Austin, Texas, 78751
Attention: Michael Bourda, Contract Manager

Contractor
Hidalgo County Health and Human Services Department
1304 S. 25th Ave.
Edinburg, TX 78542
Attention: Ramon Garcia, County Judge

VIII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
HHSC
Charles Smith
Executive Commissioner
Health and Human Services Commission
PO Box 13247
Austin, Texas 78711-3247

With Required Copy to:
Karen Ray
Chief Counsel
P.O. Box 13247
Austin, Texas 78711-3247
Fax: (512) 424-6586

Grantee
Hidalgo County Health and Human Services Department
1304 S. 25th Ave.
Edinburg, TX 78542
Attention: Ramon Garcia, County Judge

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 2016-003894-02

SYSTEM AGENCY	**GRANTEE**
_____	_____
Gary Jessee	Ramon Garcia
Deputy Executive Commissioner	County Judge
Date of execution: _____	Date of execution:_____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 2016-003894-02 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A -- STATEMENT OF WORK
ATTACHMENT B – UNIFORM TERMS AND CONDITIONS
ATTACHMENT C – SPECIAL CONDITIONS
ATTACHMENT D – DATA USE AGREEMENT
ATTACHMENT E– SYSTEM AGENCY SOLICITATION NO. CHS/TV 0554.1
ATTACHMENT F - GRANTEE'S RESPONSE TO SOLICITATION NO. CHS/TV 0554.1
ATTACHMENT G - GRANTEE'S FY 2018 RENEWAL APPLICATION
ATTACHMENT H – GENERAL AFFIRMATIONS
ATTACHMENT I – SUPPLEMENTAL CONDITIONS

ATTACHMENTS FOLLOW

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency **Health and Human Services Commission** ("HHS") and **Hidalgo County Health and Human Services Department** ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. **2016-003894-02**, in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. *45 CFR 164.504(e)(1)-(3)* This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq*.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing

access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses***. 45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the

HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. *Breach or Event Notification to HHS. 45 CFR 164.400-414*

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 ***Ownership of Confidential Information***

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 ***HHS Commitment and Obligations***

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 ***HHS Right to Inspection***

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 ***Term; Termination of DUA; Survival***

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 ***Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurancewith policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims. .

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 ***Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default,

misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 ***Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 ***Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES	**CONTRACTOR**
BY: _____	**BY:** _____
NAME:	**NAME:**
TITLE: _____	**TITLE:** _____
DATE: _____, 201__.	**DATE:** _____, 201__

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with_____ (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		**SUBCONTRACTOR**	
BY:	_____	**BY:**	_____
NAME:	_____	**NAME:**	_____
TITLE:	_____	**TITLE:**	_____
DATE	_____, **201 .** __	**DATE:**	_____

Attachment A – Statement of Work

ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Provide or assure the provision of prenatal medical and dental services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management and appropriate referrals, as necessary. Grantee shall provide services in accordance with **Attachment G--Grantee's FY 2018 Renewal Application.** Grantee shall have an established referral relationship with a qualified provider for each approved service which it does not provide.

B. As applicable, participate in the System Agency-selected data and billing web-based system (Integrated Business Information System (IBIS) to collect and process prenatal medical and dental data, financial billings, and reports when it goes live. Grantee agrees to submit data and billing within thirty (30) days of services, according to the business requirements of the web-based system and as specified in the current System Agency Policies and Procedures Manual for Title V Maternal and Child Health Fee-for-Service for Child Health, Dental and Prenatal.

C. Provide services in accordance with this Contract and the following documents which are incorporated herein by reference and made a part of this Contract:

1. Attachment E--System Agency Solicitation No. CHS/TV 0554.1
2. Attachment G--Grantee's FY 2018 Renewal Application;
3. Attachment F--Grantee's Response to Solicitation No. CHS/TV 0554.1
4. Current Policies and Procedures Manual for Title V Maternal and Child Health Fee for Services for Child Health, Dental, and Prenatal;
5. Current System Agency Standards for Public Health Clinic Services;
6. System Agency Core Tool On-Site Evaluation Report, revised for 2017, and Core Tool Monitoring Instructions, FY2017; or latest revision; and
7. System Agency Title V Maternal and Child On-site Evaluation Report, revised for 2017, and Title V Tool Monitoring Instructions, FY2017; or latest revision.

D. Provide services only to eligible individuals. To be eligible for Title V Prenatal Medical and Prenatal Dental Services, an individual must be:

1. A pregnant female;
2. A Texas resident;
3. In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level; and
4. Ineligible for other programs/benefits providing the same services.

Pregnant women, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be

determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

Grantee will screen all individuals considered for Title V eligibility and determine eligibility using a System Agency or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised

E. Notify the System Agency Primary and Specialty Health Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

F. Comply with the following guidelines regarding co-pays, as applicable. Grantee may assess a co-pay from clients who receive services under this Contract. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

G. Make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

H. Allow System Agency to conduct on-site quality assurance reviews as deemed necessary by System Agency. Unsatisfactory review findings may result in implementation of contract actions up to and including termination of the Contract.

I. Comply with all applicable federal and state laws, rules, regulations, standards and guidelines, as amended, including but not limited to Title V of the Social Security Act, 42 USC § 701, et seq.

II. PERFORMANCE MEASURES

A. The following performance measures will be used to assess, in part, Grantee's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of this Contract:

1. Grantee shall provide prenatal medical services to at least **688** unduplicated clients**.**
2. Grantee shall screen 100% of individuals considered for Title V eligibility with System Agency-approved screening process, and refer to other programs and funding sources as appropriate.

B. Performance of Grantee, including compliance with System Agency Program

procedures, policies and guidance, contractual conditions, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports, if applicable, will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of System Agency.

III. BILLING INSTRUCTIONS

A. Grantee shall bill System Agency on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a System Agency Monthly Reimbursement Request and shall not refer to or identify individual clients. Grantee shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within forty-five (45) days of the end of the Contract term.

B. In billing System Agency, Grantee shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. System Agency will pay Grantee for all acceptable vouchers submitted up to Grantee's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

C. Grantee shall request payment using the Purchase Voucher Form 4116 which coincides with the appropriate Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each Purchase Voucher Form 4116 and MRR, Grantee shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

    1. Title V Maternal-Child Services Report (Prenatal Medical & Dental) – (Form EF21-12005); and
    2. Monthly Aggregate Activity Report (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by System Agency unless accompanied by a complete corresponding aggregate report.

D. Grantee shall email Purchase Vouchers, MRRs, and supporting documentation to the Health & Developmental Services (H&DS) at WHSFinance@hhsc.state.tx.us. Purchase Vouchers and MRRs shall be submitted each month for actual expenditures of the program, even if there are zero monthly expenditures or the contract limit has been reached.

E. Grantee shall request payment from System Agency as directed by the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal whether via voucher or a web-based system.

F. When the web-based system goes live, Title V client data shall be entered into IBIS no later than thirty (30) days of each service provided. From the data entered, requests for reimbursement will be generated as one of the automated functions of the IBIS system. Title V services that have met business rules will be marked approved to pay and submitted electronically to System Agency for processing through the State Comptroller. Paid claims will be deposited into the Grantee's direct deposit account.

G. Grantee has forty-five (45) days from August 31, 2018 to enter data into IBIS system for services provided September 1, 2017 to August 31, 2018. Grantee will not be reimbursed for services entered into IBIS after the 45-day deadline.

H. Grantee shall submit a "Financial Reconciliation Report" (Form GC-10) no later than sixty (60) days after the end of the attachment term. This report must be signed and marked "Final" and shall be scanned and emailed to H&DS at the email address listed above.

I. System Agency shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. System Agency will monitor Grantee's billing activity. If utilization is below that projected in Grantee's budget, shown in the Signature Document, Grantee's ceiling may be subject to a decrease for the remainder of the Contract period. Grantee may be subject to contract ceiling amount decreases if Grantee's billing activity is less than projected.

J. System Agency may pay for additional services as specified in this Contract if provided by Grantee during the term of this Contract (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the System Agency Program to do so, and if funds are available. If Grantee exceeds the ceiling amount of this Contract, Grantee shall continue to bill System Agency for the services provided. System Agency may pay for these additional services if funds become available at a later date.

K. Grantee shall accept reimbursement or payment from System Agency and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Grantee shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

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Attachment B – Uniform Terms and Conditions

HHSC Uniform Terms and Conditions Version 2.13
Published and Effective: March 1, 2017
Responsible Office: Chief Counsel

Health and Human Services Commission

HHSC Uniform Terms and Conditions -

Local Governmental Body

Version 2.13

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ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise or defined in the Signature Document, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverables" means any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); or Standard Form 424D (Rev. 7-97), as prescribed by OMB Circular A-102 (construction projects).

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (12-04), "Certifications Regarding Lobbying – Lower Tier Covered Transactions."

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

"Local Government" means the Party to this Contract that meets the definition of this term under Tex. Gov't Code § 791.003(4).

"Parties" means the System Agency and Local Government, collectively.

"Party" means either the System Agency or Performing Agency, individually.

"Project" means the goods and/or Services described in the Signature Document or an Attachment to this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Services" means the tasks, functions, and responsibilities assigned and delegated to Local Government under the Contract.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Subcontractor" means an individual or business that performs part or all of the obligations of Local Government under this Contract.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Local Government.

"Work" means all Services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including Deliverables.

1.02 Interpretive Provisions

A. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

B. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.

C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

D. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.

E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.

F. The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

G. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.

H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms.

I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver shall be deemed modified by the phrase "in its sole discretion."

J. Time is of the essence in this Contract.

ARTICLE II CONSIDERATION

2.01 Expenses

Except as otherwise provided in the Contract, no ancillary expenses incurred by the Local Government in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.

When the reimbursement of travel expenses is authorized by the Contract, all such expenses shall be reimbursed in accordance with the rates set by the State of Texas *Textravel*.

2.02 Funding

A. This Contract shall not be construed as creating any debt on behalf of the State of Texas or the System Agency in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the System Agency hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

B. Furthermore, any claim by Local Government for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Local Government, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

C. This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under

this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Contractor will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency shall not be required to give notice and shall not be liable for any damages or losses caused or associated with such termination or cancellation.

ARTICLE III WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

3.01 Federal Assurances

Local Government further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Local Government is in compliance with each of the requirements reflected therein.

3.02 Federal Certifications

Local Government further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Local Government is in compliance with each of the requirements reflected therein. **In addition, Local Government certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE IV INTELLECTUAL PROPERTY

4.01 Intellectual Property

A. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property shall vest in the System Agency upon creation and shall be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract.
B. To the extent that title to any such Intellectual Property may not by law vest in the System Agency, or such Intellectual Property may not be considered a "work made for hire," all rights, title, and interest therein are hereby irrevocably assigned to the System Agency. The System Agency shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
C. Local Government must give the System Agency and the State of Texas, as well as any person designated by the System Agency or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Local Government for the services authorized under this Contract.

ARTICLE V RECORDS, AUDIT, AND DISCLOSURE

5.01 Access to records, books, and documents

In addition to any right of access arising by operation of law, Local Government and any of Local Government's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is

conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Local Government shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Local Government shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

5.02 Response/compliance with audit or inspection findings

A. At Local Government's sole expense, Local Government must take action to ensure its or a Subcontractor's compliance with a correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services and Deliverables or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Whether Local Government's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the Services, Local Government must provide to HHSC upon request a copy of those portions of Local Government's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

5.03 SAO Audit

Local Government understands that 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's Office (SAO), or any successor agency, 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 SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Local Government agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Local Government will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Local Government and the requirement to cooperate is included in any Subcontract it awards.

5.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Local Government to offset overpayments made to the Local Government. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Local Government understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Local Government further understands and agrees that reimbursement of such disallowed costs shall be paid by Local Government from funds which were not provided or otherwise made available to Local Government under this Contract.

5.05 Public Information and Confidentiality

Information related to the performance of this Contract may be subject to the Public Information Act and will be withheld from public disclosure or released to the public only in accordance therewith. Local Government shall make any information required under the Public Information Act available to the System Agency in portable document file (".pdf") format or any other format agreed between the Parties.

To the extent permitted by law, Local Government and the System Agency agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Local Government or the System Agency. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

5.06 Data Security

Each Party and its Subcontractors will maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of information exchanged in the performance of services pursuant to this Contract and protect against any reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized use or disclosure of the information in accordance with applicable federal and state laws, rules, and regulations.

Upon notice, either Party will provide, or cause its subcontractors and agents to provide, the other Party or its designee prompt access to any information security records, books, documents, and papers that relate to services provided under this Contract.

ARTICLE VI CONTRACT MANAGEMENT AND EARLY TERMINATION

6.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

A. suspending all or part of the Contract;
B. requiring the Local Government to take specific corrective actions in order to remain in compliance with term of the Contract;
C. recouping payments made to the Local Government found to be in error;
D. suspending and/or limiting any services and placing conditions on any such suspensions and/or limitations of services;
E. imposing any other remedies authorized under this Contract; and
F. imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, rule.

6.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

6.03 Termination for Cause

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Local Government has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Local Government's duties under the Contract.

6.04 Equitable Settlement

Any early termination under this Article shall be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency shall be incorporated into the Contract by reference herein for all purposes when it is issued.

7.02 Survivability

All obligations and duties of the Local Government not fully performed as of the expiration or termination of this Contract will survive the expiration or termination of the Contract.

7.03 No Waiver

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

7.04 Standard Terms and Conditions

A. In the performance of this Contract, each Party shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Each Party shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Each Party will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

B. All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of final payment by the System Agency, or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit or to complete any administrative proceeding or litigation that may ensue.

C. The System Agency shall own, and Local Government hereby assigns to the System Agency, all right, title, and interest in all tangible Work.

D. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas

State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

E. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Local Government irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE SYSTEM AGENCY.**

F. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

G. Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the System Agency may terminate this Contract immediately upon written notification to Local Government.

H. This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

I. Neither party shall assign or subcontract the whole nor any part of the contract, including any right or duty required under it, without the other party's prior written consent. Any assignment made contrary to this shall be void.

J. This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the System Agency within thirty (30) days of execution by the other Party, this Contract shall be null and void.

K. Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Each Party is self-insured and, therefore, is not required to purchase insurance.

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Attachment C – Special Conditions



TEXAS
Health and Human Services

Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Grantee Uniform Terms and Conditions – Version 2.14

Article I. SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Grantee Agents" means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Item of Noncompliance" means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

"Confidential System Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in aData Use Agreement.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Software" means all operating system and applications software used or created by Grantee to perform the work under the Contract.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

"UTC" means HHSC's Uniform Terms and Conditions –Grantee- Version 2.14

Article II. GRANTEES PERSONNEL

Section 2.01 Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

Section 2.02 Conduct and Removal

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

Article III. CONFIDENTIALITY

Section 3.01 Confidential System Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, GRANTEE WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM GRANTEE OR GRANTEE AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. GRANTEE WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

Article IV. MISCELLANEOUS PROVISIONS

Section 4.01 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in the UTC. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

Section 4.02 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

Section 4.03 Flow Down Provisions

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

Article V. DSHS LEGACY PROVISIONS

Section 5.01 Notice of Criminal Activity and Disciplinary Actions

(a) Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has:

Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or

Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

(b) Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

Section 5.02 Notice of IRS or TWC Insolvency

Grantee shall notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within five days of the date of becoming aware of such.

Section 5.03 Disaster Services

In the event of a local, state, or federal emergency, including natural, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Community evacuation;
b. Health and medical assistance;
c. Assessment of health and medical needs;
d. Health surveillance;
e. Medical care personnel;
f. Health and medical equipment and supplies;
g. Patient evacuation;
h. In-hospital care and hospital facility status;
i. Food, drug and medical device safety;
j. worker health and safety;
k. Mental health and substance abuse;

l. Public health information;
m. Vector control and veterinary services; and
n. Victim identification and mortuary services.

Section 5.04 Consent by Non-Parent or Other State Law to Medical Care of a Minor

Unless a federal law applies, before a Grantee or its subcontractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

Section 5.05 Services and Information for Persons with Limited English Proficiency

a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

Section 5.06 Third Party Payors

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Grantee shall:

a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
g. Provide third party billing functions at no cost to the client**.**

Section 5.07 HIV/AIDS Model Workplace Guidelines

Grantee shall implement System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm, State Agencies and State Grantees Policy No. 090.021.

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

Section 5.08 Medical Records Retention

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

Section 5.09 Notice of a License Action

Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the license action; and
d. License or case reference number.

Section 5.10 Interim Extension Amendment

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

    1. Continue provision of services in response to a disaster declared by the governor; or
    2. To ensure that services are provided to clients without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

Section 5.11 Child Abuse Reporting Requirement

a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
b. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.

c. Grantee shall use the System Agency's Child Abuse Reporting Form located at www.System Agency.state.tx.us/childabusereporting as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

Section 5.12 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
c) Applying to all employees and visitors in this designated area; and
d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

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Attachment D – Data Use Agreement

Attachment E - System Agency Solicitation No. RFP No. CHS/TV 0554.1



Title V Fee for Services Contracts

Child Health & Child Dental
Prenatal Medical & Prenatal Dental
Fiscal Year 2014

Request for Proposal

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: **CHS/TV-0554.1**

Issued ***March 21, 2013***
Due ***May 1, 2013***

Class/Item: 948-48

Client Services Contracting Unit (CSCU)

David L. Lakey, M.D. Commissioner

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Section I

PROPOSAL INFORMATION CONTENT AND PREPARATION

Title V Fee for Services Contracts
Child Health & Child Dental
Prenatal Medical & Prenatal Dental
Request for Proposal
Fiscal Year 2014

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: CHS/TV-0554.1
Issued***: March 21, 2013***
Due: ***May 1, 2013***

PROPOSAL INFORMATION

I. INTRODUCTION AND DEFINITIONS

The Department of State Health Services (DSHS), Family and Community Health Services Division, Community Health Services Section and Office of Title V and Family Health, announce the expected availability of State Fiscal Year (FY) 2014 Title V funding to provide child health, child dental, prenatal medical, prenatal dental, and case management services to eligible individuals. This RFP is not limited to this source of funding if other sources become available for this project.

Title V Child Health Services

Title V Child Health Services include preventive and primary child health care from birth through the 21st year.

Title V Child Dental Services

Title V Child Dental Services include preventive and primary dental care for children and adolescents from birth through the 21st year.

Title V Prenatal Medical Services

Title V Prenatal Medical Services include direct health care services to pregnant women of all ages. Title V Prenatal Medical Services include screening and eligibility determination, direct clinical services, laboratory services, Title V Children and Pregnant Women (CPW) case management, coordination with the CHIP Perinatal Program, and appropriate referrals as necessary.

Title V Prenatal Dental Services up to Three Months Post-partum

Title V Prenatal Dental Services include preventive and primary dental care to pregnant women of all ages through three months post-partum.

This RFP contains the requirements that all respondents must meet to be considered for contracts under this RFP. Failure to comply with these requirements will result in disqualification of the respondent without further consideration. Each respondent is solely responsible for the preparation and submission of a proposal in accordance with instructions contained in this RFP.

Before completing the proposal, refer to the relevant program standards provided in **SECTION II. PROGRAM INFORMATION**. Other sections within the RFP may contain additional instructions pertaining to unique program requirements set forth in legislation or regulations, etc.

PLEASE READ ALL MATERIALS BEFORE PREPARING THE PROPOSAL.

The RFP has been structured to minimize the duplication of forms for respondents who may choose to request funding for more than one of the Title V-funded services included in this RFP. The RFP contains three (3) sections:

- **Section I** – provides general information on the funded services as well as guidelines for the RFP response content and preparation.
- **Section II** – contains instructions and the blank forms to be submitted. Section II is divided into three (3) attachments.
    - Attachment A – **ALL respondents are required to complete the forms in this Attachment**. If respondent is requesting funding for more than one Title V service, complete Attachment A only one (1) time.
    - Attachment B – respondents must complete the forms in this Attachment if requesting Title V Child Health and/or Dental Services funding.
    - Attachment C – respondents must complete the forms in this Attachment if requesting Title V Prenatal Medical and/or Dental Services funding.
- **Section III** – Appendices

To be considered for funding for one or more of the Title V-funded services included in this RFP, respondents must complete all forms in Attachment A and all forms in the respective Attachment(s) associated with the Title V service(s) for which the respondent intends to apply.

Definitions

Appendix – Additional information and/or forms that is available in the back of this solicitation document.

Budget – A financial schedule documented in the contract that describes how funds will be utilized and/or describes the basis for reimbursement for the provision of contracted services. Types of budget may include: categorical (line item), fee for service, or lump sum payable upon receipt of a product or deliverable.

Budget Period – The duration of the budget (stated in the number of months the contract will reflect from begin date to end date of the term of the contract). Each renewal will have its own budget period.

Client Services Contracting Unit (CSCU) – The DSHS central contracting unit that coordinates and facilitates client services procurement needs, issues competitive procurements, and develops and executes contracts.

Contract – A written document referring to promises or agreement for which the law establishes enforceable duties and remedies between a minimum of two parties.

Contract Term – The period of time during which the contract will be effective from begin date to end or renewal date. The contract term may or may not be the same as the budget period.

Debarment – An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in 34 Texas Administrative Code, §20.105 et seq.

Deliverables – Goods or services contracted for delivery or performance.

Due Date – Established deadline for submission of a document or deliverable.

Effective Date – The date the contract term begins.

Fee-For-Service – Payment mechanism for services that are reimbursed on an agreed rate per unit of service. Title V services are reimbursed on a fee-for-service basis based on a prescribed set of Current Procedural Terminology (CPT) codes, and/or a prescribed set of Current Dental Terminology (CDT) codes, and reimbursement rates.

Fully Executed – Contract is signed by each of the parties and forms a legal binding contractual relationship. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

Indirect Costs – Indirect costs are those costs incurred for a common or joint purpose benefiting more than one project or cost objective of respondent's organization and not readily identified with a particular project or cost objective. Typical examples of indirect costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

Program – A coordinated group of activities carried out by DSHS, as authorized by state or federal law, for a specific purpose.

Program Attachment – An attachment to a base contract that provides details for a particular statement of work to be performed under the contract. There may be multiple program attachments associated with a base contract. A program attachment is typically for a one-year term, with a contracting cycle made up of several one-year program attachment renewals.

Project – All work to be performed as a result of this solicitation.

Project Period – The anticipated duration of the entire project stated in total number of budget periods.

Respondent – Entity or individual that submits a proposal in response to this RFP.

Scope of Work – A description of the services and/or goods, if any, to be obtained as a result of this solicitation for a project period.

Statement of Work – A statement defines outcomes and specific services a contractor is expected to perform, indicating the type, level and quality of service, as well as the time schedule required.

Solicitation – The process of notifying prospective contractors of an opportunity to provide goods or services to the state, e.g., this RFP.

Special Provisions – Exceptions and additions to the General Provisions for a funded program activity; these are usually customized for the program's requirements and contain items specific to the program attachment.

Subcontractor – An entity that enters into a contract to perform a portion of the work described in the statement of work with the entity contracting with DSHS as a result of this solicitation. The contractor remains entirely responsible to DSHS for performance of all requirements of the contract with DSHS. Contractor must closely monitor the subcontractor's performance. Subcontracting may be done only when expressly allowed in the program attachment.

Subrecipient – A type of contractor or subcontractor to which a subaward is made in the form of money, or property in lieu of money, to carry out all or part of the DSHS program and that is accountable to DSHS for the use of the funds and property provided. This type of contractor may also be referred to as a subgrantee.

A subrecipient contractor will have most of the following characteristics: a) determines who is eligible to receive what assistance, according to specified criteria; b) has performance measured against federal or state program objectives, as described in the program attachment; c) has responsibility for programmatic decision-making, and d) carries out duties to implement all or part of a program, as specified.

Supplant (verb) – To replace or substitute for another. That is, a recipient of contract funds under this RFP may not use the funds to pay any costs that the recipient is already obligated to pay. If a contractor, prior to applying for a contract under this RFP, had committed to provide funding for activities defined in the contract's statement of work (i.e., as represented in the RFP Budget Summary), then the contractor must provide the amount of funding previously committed in addition to the amount requested under this RFP.

Unit Rate - Payment mechanism for services that are reimbursed on an agreed rate per unit of service. Title V services are reimbursed on a fee-for-service basis based on a prescribed set of Current Procedural Terminology (CPT) codes, and/or a prescribed set of Current Dental Terminology (CDT) codes, and reimbursement rates.

Vendor – A type of contractor or subcontractor that provides services, and goods, if any, that assist in but are not the primary means of carrying out the DSHS-funded Program. Under a vendor contract, the vendor will have few if any administrative requirements. (For example, a vendor might only be required to submit a summary report of services delivered and an invoice.) A vendor generally will deliver services to DSHS-funded clients in the same manner that a vendor would deliver those services to its non-DSHS-funded clients.

Vendor Identification Number (Vendor ID No.) – Fourteen-digit number needed for any entity to contract with the State of Texas and which must be set up with the State Comptroller's Office. It consists of a ten-digit Vendor ID No. (IRS number, state agency number, or social security number) + check digit + 3 digit mail code.

Work Plan – A plan that describes how services will be delivered to the eligible population and includes specifics such as what types of clients will be served, who will be responsible for the work, timelines for completion of activities, and how services will be evaluated when complete. Details from the work plan, as approved by DSHS, will become enforceable terms of the contract.

Program Definitions

Children Health Insurance Program (CHIP) – A child health insurance program for non-Medicaid eligible children with a family income up to 200% Federal Poverty Level (FPL).

CHIP Perinatal Program – A health insurance program that provides perinatal care to unborn children of non-Medicaid eligible women with an income up to 200% FPL.

Federal Poverty Level (FPL) - The set minimum amount of income that a family needs for food, clothing, transportation, shelter and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to family size. The number is adjusted for inflation and reported annually in the form of poverty guidelines. Public assistance programs, such as Medicaid, define eligibility income limits as some percentage of FPL.

Medicaid – Title XIX of the Social Security Act; reimburses for health care services delivered to low-income clients who meet eligibility guidelines.

Priority Population – Low income, uninsured or underinsured women and children.

Readiness – Respondent has the specified attributes to support a given service, the ability to meet program and contractual requirements, and the capacity to achieve service levels based on awarded funds.

Texas Medicaid Healthcare Partnership (TMHP) – The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.

Title V Children and Pregnant Women provider – Helps by finding out what families need, making a plan to meet those needs, and helping clients gain access to needed medical, social, educational, and other services.

A. Eligible Respondents

Eligible respondents include governmental entities (health departments, hospital districts, university medical centers, and other state agencies, etc.), Federally Qualified Health Centers, rural health clinics, and other community-based agencies that can meet the requirements described in this RFP. Any respondent proposing to provide Title V-funded services **must** be a Medicaid provider or provide evidence with its response that a Medicaid application has been submitted to obtain a Texas Provider Identifier (TPI) number. The Medicaid number provided MUST be for the organization itself, and not for individual providers associated with the organization. Contractors must have a current, active TPI number no later than September 1, 2013 for the awarded contract to be executed. **A respondent that is not already a Medicaid provider and cannot**

provide proof that a Medicaid application has been submitted will NOT be considered for funding.

Eligible respondents must comply with the screening criteria listed below for the proposal to be accepted for review:

1. Respondent must be established as an appropriate legal entity under state statutes as described in the paragraph above and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the RFP.

2. Respondent must have a Texas address. A post office box may be used when the proposal is submitted, but the respondent must conduct business at a physical location in Texas prior to the date that the contract is awarded.

3. Respondent must be in good standing with the U.S. Internal Revenue Service.

4. Respondent is ineligible to apply for funds under this RFP if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs.

5. Respondent may be ineligible for contract award if audit reports or financial statements submitted with the proposal identify concerns regarding the future viability of the contractor, material noncompliance, or material weaknesses that are not satisfactorily addressed, as determined by DSHS.

6. Respondent's staff members, including the executive director, must not serve as voting members on respondent's governing board.

7. In compliance with Comptroller of Public Accounts and Texas Procurement and Support Services rules, a name search will be conducted using the websites listed in this section prior to the development of a contract.

   A respondent is not considered eligible to contract with DSHS, regardless of the funding source, if a name match is found on any of the following lists:

   a) The General Services Administration's (GSA) System for Award Management (SAM) for parties excluded from receiving federal contracts, certain subcontracts and from certain types of federal financial and non-financial assistance and benefits. https://www.sam.gov/portal/public/SAM
   b) The Office of Inspector General (OIG**)** List of Excluded Individuals/Entities Search– State – https://oig.hhsc.state.tx.us/Exclusions/search.aspx; and
   c) Texas Comptroller of Public Accounts (CPA) Debarment List located at http://www.window.state.tx.us/procurement/prog/vendor_performance/ debarred/. If this web link does not open, copy and paste to your internet browser window.

8. Respondents **must be** listed on the following list if they are Professional Corporations, Professional Associations, Texas Corporations, and/or Texas Limited Partnership Companies. Secretary of State (SOS) at https://direct.sos.state.tx.us/acct/acct-login.asp.

Except as expressly provided in A2 above, respondent is not considered eligible to apply unless the respondent meets the eligibility conditions to the stated criteria listed above at the time the proposal is submitted. Respondent must continue to meet these conditions throughout the selection and funding process. DSHS expressly reserves the right to review and analyze the documentation submitted and to request additional documentation, and determine the respondent's eligibility to compete for the contract award.

B. Respondent Readiness

Definition

Acceptable readiness is defined as the potential contractor's having the ability to meet program and contractual requirements, the capacity to achieve service levels based on awarded funds, and the following attributes to support a given service:

- Administrative and Board support for the service;
- Physical infrastructure;
- Clinical infrastructure;
- Demonstrable experience in providing similar services; and
- Financial stability.

Purpose

To ensure that respondents have the required readiness elements in place to allow the provision of services should a contract be awarded. Respondents will be evaluated and scored on the readiness criteria outlined below. DSHS reserves the right to perform on-site and/or desk reviews for respondents scoring low on any portion of the readiness component of this RFP. If DSHS determines that the respondent is not sufficiently ready to perform, then DSHS reserves the right not to enter into a contract with the respondent.

Administrative and Board Support

Respondents must demonstrate adequate administrative and board support through descriptions of their organizations, and by submitting current organization charts (Form A-10: Respondent Background). The chart must include the appropriate oversight structure (e.g., Board, City Council, County Commissioners, etc.), CEO, CFO, Medical and/or Dental Director, and a staffing structure that will support service provision. The description must include:

- An executive summary describing the organization's vision, mission, and values statements, along with a description of how the board of directors is involved in the operations of the organization (Form A-10: Respondent Background);

- A detailed description of the organizational structure, management systems, and lines of authority that are appropriate and adequate for the size and scope of the organization (Form A-10: Respondent Background);
- Table of Contents from organization's operating policies and procedures (Form B-2 and C-2: Service Delivery Plan);
- Resumes/Curriculum Vitaes for the CEO, CFO, Medical Director (including State of Texas Medical License Number) and/or Dental Director (including State of Texas Dental License Number), and Clinical/Program Director (Form A-10: Respondent Background);
- Employee job descriptions (Form A-10: Respondent Background);
- Medicaid billing number for the organization, or application for Medicaid billing number. (Form A-1: Face Page);
- Timeline for annual independent financial audit (Form A-3: Administrative Information);
- Description of the organization's outreach plan (e.g., media releases, outreach strategies for marketing organization to community) for the funded services (Form B-2 and C-2: Service Delivery Plan); and
- Agency's quality assurance process (Form B-2 and C-2: Service Delivery Plan).

Physical Infrastructure

Respondents must have an adequate physical infrastructure to support the provision of services. At a minimum, respondents must have the following physical infrastructure in place:

- Space for clinical and administrative staff (Form A-8: Respondent Site Readiness),
- Data and financial management systems, including secure confidential data storage (Form B-2 and C-2: Service Delivery Plan),
- Computer systems with the following minimum functionality (Form A-8: Respondent Site Readiness [first two bullets]
  - Internet Browser – minimum Internet Explorer (IE) 8; recommend IE 9 or newer
  - Microsoft Office – minimum 2007 Office Suite; recommend Office 2010 Suite
  - Email Client
- Appropriate signage to identify funded entity (Form A-8: Respondent Site Readiness).

Clinical Infrastructure

Respondents must have a clinical infrastructure appropriate to support the provision of services. At a minimum, respondents must have the following in place:

- Handicap-accessible clinic site(s) that is/are geographically close to the target population (Form A-8: Respondent Site Readiness);
- Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait (Form A-8: Respondent Site Readiness);

- Locked storage for charts, records, medications, and medical supplies (Form A-8: Respondent Site Readiness);
- Proper disposal for medical waste (Form A-8: Respondent Site Readiness),
- Clinicians who are licensed by the State of Texas to provide the type of services for which funding is requested (Form A-10: Respondent Background);
- Medical Director licensed to practice medicine in Texas and/or Dental Director licensed to practice dentistry in Texas (Form A-10: Respondent Background).
- Eligibility and billing staff who are trained or will be trained in requirements for funded services (Form B-2 and C-2: Service Delivery Plan);
- Staff to manage clinic operations (Form A-10: Respondent Background),
- Clinicians that have Medicaid numbers and can bill for services (Form A-10: Respondent Background);
- Current written protocols and Standing Delegation Orders (Form A-9: Title V Fee for Service Program Assurances);
- CLIA certification appropriate for the level of tests performed (Form A-8: Respondent Site Readiness); and

Demonstrable Experience in Providing Similar Services (Form B-2 and C-2: Service Delivery Plan)

Respondents must describe their plans for service delivery to the population in the proposed service area(s). Respondents must explain why the organization believes it has the capacity to achieve the service levels indicated in the proposal. Respondents must include what services will be subcontracted and discuss any cooperative agreements with community partners.

C. Contract Term

It is expected that the initial contract period will begin on or about 09/01/2013**,** and will be made for a 12-month budget period.

This contract may be renewed up to four (4) additional one-year period(s), with renewal initiated at the sole discretion of DSHS. Continued funding of the contract in future years is contingent upon the availability of funds and the satisfactory performance of the contractor during the prior contract period. Funding may vary and is subject to change each renewal period.

Contracts awarded under this RFP and any anticipated contract renewals are contingent upon the continued availability of funding. DSHS reserves the right to alter, amend, or withdraw this RFP at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human services agency consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article in the contract General Provisions will apply.

D. Use of Funds

In Fiscal Year 2014*,* $9 million is expected to be available for the Title V services outlined in this RFP. The breakdown of the funding by program type and by region follows:

Program	**Funding Available**
Title V Child Health Services	$3,500,000
Title V Child Dental Services	$3,500,000
Title V Prenatal Medical Services	$1,500,000
Title V Prenatal Dental Services	$500,000

FY 2013 Regional Allocation				
Region	**Title V Child Health**	**Title V Child Dental**	**Title V Prenatal Medical**	**Title V Prenatal Dental**
1	$105,000	$105,000	$45,000	$15,000
2/3	$1,015,000	$1,015,000	$435,000	$145,000
4/5N	$280,000	$280,000	$120,000	$40,000
6/5S	$840,000	$840,000	$360,000	$120,000
7	$420,000	$420,000	$180,000	$60,000
8	$350,000	$350,000	$150,000	$50,000
9/10	$210,000	$210,000	$90,000	$30,000
11	$280,000	$280,000	$120,000	$40,000

RFP respondents may ask for funds up to the regional amount available in the region(s) proposed to be served.

DSHS reserves the right to modify regional allocations if it is in the best interest of the State to do so.

Title V funds will be awarded to provide services to persons on an individual basis as follows:

- Title V Child Health Services: screening and eligibility determination, direct clinical services, laboratory services, Title V CPW case management services for infants, and appropriate referrals as necessary.
- Title V Child Dental Services: screening and eligibility determination, direct dental services, and appropriate referrals as necessary.
- Title V Prenatal Medical Services: screening and eligibility determination, direct clinical services, laboratory services, Title V CPW case management, coordination with the CHIP Perinatal Program and appropriate referrals as necessary.
- Title V Prenatal Dental Services: screening and eligibility determination, direct dental services, and appropriate referrals as necessary.

Only specified allowable services are reimbursed through established rates (see FORMS B-4, B-5, C-4 and C-5).

Funds are awarded for the purpose specifically defined in this RFP and must not be used for any other purpose. Funds must not be used to supplant local, state, or federal funds.

Contractors must ensure that all funds awarded are utilized for child health and dental and prenatal medical and dental services. To prevent underutilization of funds, DSHS reserves the right to process amendments to reduce contract amounts for re-allocation if it is determined that the contractor cannot reasonably utilize all funds initially awarded.

Reimbursement for Title V Services

Information concerning FY2014 Title V fee for services reimbursement rates can be found at: http://www.dshs.state.tx.us/chscontracts/default.shtm

E. Schedule of Events

1.	Issue the RFP by posting to the Electronic State Business Daily (ESBD)	03/21/2013
2.	Deadline for Submitting Questions	04/03/2013
3.	Post Answers to Questions to the ESBD	04/10/2013
4.	Deadline for Submission of Proposals	05/01/2013
5.	Post Final Awards to the ESBD	08/31/2013
6.	Mail/Email Contract(s) to Awarded Respondent(s) for Signature	08/01/2013
7.	Anticipated Contract Begin Date	09/01/2013

DSHS reserves the right to change the dates shown above without notice.

II. PROGRAM INFORMATION

A. Program Background

Through Title V of the Social Security Act (SSA) of 1935, the federal government pledged to support state efforts to ensure the health of all mothers and children. In 1981, the Maternal and Child Health Services (MCH) Block Grant was created under Title V to further improve the health of mothers, women of childbearing age, infants, children, adolescents, and children with special health care needs (CSHCN). In Texas, the MCH Title V Block Grant is administered by the Department of State Health Services (DSHS). Title V funding is used to address the following areas, including, but not limited to:

- Significantly reducing infant mortality;
- Providing comprehensive care for women before, during, and after pregnancy and childbirth;
- Providing preventive and primary care services for infants, children, and adolescents; and
- Providing comprehensive care for CSHCN.

Systems of care are designed to be family-centered, comprehensive, coordinated and community-based.

The MCH Title V Block Grant requires states to match funding with general revenue at a level equal to at least the amount that had been dedicated to MCH programs in Federal Fiscal Year 1989. This requirement is referred to as the state's "maintenance of effort."

B. Legal Authority

DSHS is authorized to enter into contracts through Texas Health and Safety Code, Chapter 1001.

Federal: Title V of the Social Security Act (1935)

Within Texas, the MCH Title V Block Grant operates within a framework articulated by the Texas Legislature, the Health and Human Services Commission, and DSHS. The state health department, now known as DSHS, has administered Title V programs since the 1930s.

C. Program Requirements

Contractors shall be required to provide documentation that their registered nurses who perform child health exams following the Texas Health Steps periodicity schedule have completed the online Texas Health Steps module entitled "Overview of Best Practices and Children's Services" within 90 days of contract execution. As staff attrition occurs, new direct care staff are required to complete the module within 90 days of hire. This module is located at: http://txhealthsteps.com/. Free Continuing Education (CE) credits are available for the completion of this and other Texas Health Steps modules.

Contractors and their subcontractors shall:

- Identify, define, and prioritize specific interventions addressing the specific health care needs of the community;
- Ensure ongoing community involvement in the planning, implementation, and evaluation of the program;
- Ensure involvement of representatives of the cultural, racial, ethnic, gender, economic, and linguistic diversities within the community;
- Provide adequate automation systems to ensure direct communication with DSHS;
- Show evidence of new hire and annual periodic orientation of all staff to Title V concepts, and revisions as applicable to their job descriptions;
- Notify DSHS of any issues, concerns, or questions regarding Title V services;
- Establish and implement eligibility, clinical, reporting, and billing systems for Title V;
- Work with other local, state, and federal entities in the community to develop a network of complementary services;
- Screen all participants with an approved screening process and refer to other programs/funding sources as appropriate. Failure to adequately screen is deemed as unsatisfactory performance and may result in defunding;
- Screen for identification of mental health, substance abuse and family violence issues;
- Develop and maintain a referral system with effective follow-up;
- Develop a working relationship with other programs to ease the referral process for clients;
- Comply with eligibility, clinical, reporting, and billing mandates outlined in the policy and procedure manual; and
- Work in collaboration with DSHS to improve performance deemed unsatisfactory.

D. Scope of Work

Title V Child Health Services

Title V Child Health Services include preventive and primary child health care for children and adolescents from birth through the 21st year. Additionally, case management services are provided to children from birth to one year through Title V Children and Pregnant Women (Title V CPW) case management. Title V Child Health Services include screening and eligibility determination, direct clinical services, laboratory services, and appropriate referrals as necessary. Eligible clients must have a gross family income at or below 185% of the adopted Federal Poverty Level (FPL), must be Texas residents, and must not be eligible for Medicaid, Children's Health Insurance Program (CHIP), or other programs/benefits providing the same services.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Child Health Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title Office of Title V and Family Health is offering limited dental services supporting the oral health goals of Healthy People 2020 Oral Health and the Office of Women's Oral Health.

Laboratory Services

Selected laboratory services are available through Title V Child Health Services. Contractors will send the laboratory tests to the lab of providers' choice. Newborn screening test, mandated by law, will be the only test required to be sent to the Austin DSHS laboratory. Contractors are required to follow the guidelines included in the "Laboratory Services Chapter" of the DSHS Policies and Procedures Manual for the Title V Child Health and Dental Fee for Service and the Title V Prenatal Fee for Service. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title V Child Dental Services

Healthy People 2020 oral health goals include:

1. OH-1 Reduce the proportion of children and adolescents who have dental caries experience in their primary or permanent teeth
    1. OH-1.1 Reduce the proportion of young children aged 3-5 years with dental caries experience in their primary teeth
2. OH-2 Reduce the proportion of children and adolescents with untreated dental decay
    1. OH-2.1 Reduce the proportion of young children aged 3-5 years with untreated dental decay in their primary teeth
3. OH-7 Increase the proportion of children, adolescents, and adults who used the oral health system in the past 12 months

Title V Child Dental Services include preventive and primary dental care for children and adolescents from birth through the 21st year. Title V Child Dental Services include screening and eligibility determination, direct dental services, and appropriate referrals

as necessary. Eligible clients must have a gross family income at or below 185% of the adopted Federal Poverty Level (FPL), must be Texas residents, and must not be eligible for Medicaid, Children's Health Insurance Program (CHIP), or other programs/benefits providing the same services.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Child Dental Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title V Prenatal Medical Services

Title V Prenatal Medical Services include direct health care services to pregnant women of all ages. Title V Prenatal Medical Services includes screening and eligibility determination, direct clinical services, laboratory services, Title V CPW case management, and appropriate referrals as necessary. Eligible clients must have a gross family income at or below 185% of the adopted FPL, must be Texas residents, and must not be eligible for Medicaid, CHIP Perinatal, or other programs/benefits providing the same services.

Title V Prenatal Medical and the CHIP Perinatal Program will run concurrently. A maximum of two clinical prenatal care visits will be allowed for women who are in the process of applying for and enrolling in the CHIP Perinatal Program. Providers will be required to inform, encourage, and assist pregnant women in the CHIP Perinatal Program application process.

Title V Prenatal Medical Contractors shall be enrolled as CHIP Perinatal providers. Contractors currently not enrolled as a CHIP Perinatal provider, must have a mechanism in place for prenatal care benefits to be coordinated with existing CHIP Perinatal providers in the areas served.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Prenatal Medical Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

As a compliment to Title V Child Health and Prenatal Medical Services, Title V CPW case management services are available to assist certain high risk clients to access medical, social, educational, and other types of critical services. A Title V client is eligible for these services if he/she is:

- a woman of any age with a high-risk pregnancy;
- a child, birth through one year of age, with a health condition and/or health risk,
- in need of services to prevent illness(es) or medical condition(s), to maintain function, or slow further deterioration; and
- desires case management.

Title V CPW case management services are based on the Medicaid Children and Pregnant Women model. In order to provide and bill for Title V CPW services, providers must be Medicaid CPW providers, must have registered and completed the DSHS CPW training, and must have a CPW case manager on staff. Information about the required training is available online at http://www.dshs.state.tx.us/caseman/default.shtm.

Laboratory Services

Selected laboratory services are available through Title V Prenatal Medical Services. Contractors will send the laboratory tests to the lab of providers' choice. Newborn screening test, mandated by law, will be the only test required to be sent to the Austin DSHS laboratory. Contractors are required to follow the guidelines included in the "Laboratory Services Chapter" of the DSHS Policies and Procedures Manual for the Title V Child Health and Dental Fee for Service and the Title V Prenatal Fee for Service. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title V Prenatal Dental Services

Healthy People 2020 Oral Health Goals goals:

1. OH-3.1 Reduce the proportion of adults aged 35-44 years with untreated dental decay
2. OH-4.1 Reduce the proportion of adults aged 45-64 who have ever had a permanent tooth extracted because of dental caries or periodontitis (gum disease)
3. OH-7 Increase the proportion of children, adolescents, and adults who used the oral health system in the past 12 months
4. OH-10 Increase the proportion of local health departments and Federally Qualified Health Centers (FQHCs) that have an oral health component
5. OH-14 Increase the proportion of adults who receive preventive interventions in dental offices

    OH-14.1 Increase the proportion of adults who received information from a dentist or dental hygienist focusing on reducing tobacco use or smoking cessation in the past year

    1. OH-14.2 Increase the proportion of adults who received an oral and pharyngeal cancer screening from a dentist or dental hygienist in the past year
    2. OH-14.3 Increase the proportion of adults who are tested or referred for glycemic control from a dentist or dental hygienist in the past year

Office of Women's Oral Health Goals is to encourage prenatal and emphasis on the importance of oral health for the health of the baby. This can be supported and realized through preventive and primary dental care of the pregnant woman with the following goals:

1. Decrease the transmission of decay causing bacteria from the mother to the infant

2. Decrease the inflammatory mediators associated with gum (periodontal) disease (periodontitis) that are the same inflammatory mediators found in diabetes, cardiovascular disease, and arthritis and impact the ability to effectively treat these conditions during pregnancy and post-partum
3. Reduce the bacterial load within the pregnant woman's mouth
4. Restore the pregnant woman's mouth to function to allow adequate nutritional intake to support healthy development of the fetus and infant

Title V Prenatal Dental Services include dental services to pregnant women of all ages up to three months post-partum. Title V Prenatal Dental Services includes screening and eligibility determination, dental services, and appropriate referrals as necessary. Eligible clients must have a gross family income at or below 185% of the adopted FPL, must be Texas residents, and must not be eligible for other programs/benefits providing the same services.

Title V Prenatal Dental and the CHIP Perinatal Program and Medicaid for prenatal services will run concurrently. During the first dental visit, providers will ensure that the woman is or will receive prenatal services via Medicaid, CHIP Perinatal, or Title V. Post-partum dental services may continue up to three months following the delivery.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Prenatal Dental Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Contractors are required to conduct project activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to nondiscrimination requirements can be found on the Health and Human Services Commission (HHSC) Civil Rights Office website at: http://www.hhs.state.tx.us/aboutHHS/CivilRights.shtml.

Upon request, a contractor must provide the HHSC Civil Rights Office with copies of all the contractor's civil rights policies and procedures. Contractors must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than 10 calendar days after receipt of the complaint. Notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, TX 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free (877) 432-7232
Fax: (512) 438-5885

A contractor must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the contractor's programs, benefits or activities on the basis of national origin and must take reasonable steps to provide services and information both orally and in writing. Contractors must communicate in languages other

than English in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Contractors must comply with Executive Order 13279 and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Contractors are required to conduct project activities in accordance with the most recent *DSHS Standards for Public Health Clinic Services* and the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal located at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm. Contractors may obtain a copy of the most recent *DSHS Standards for Public Health Clinic Services* which is posted on the DSHS website at: http://www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.pdf.

DSHS reserves the right to modify the Statement of Work of the contract and to incorporate Special Provisions into contracts awarded under this RFP.

The Department of State Health Services (DSHS) Title V Fee-for-Service program is developing a new online eligibility and claims payment system. The ultimate goal of this new electronic system is to enhance and improve the quality of work shared between your organization and DSHS, allow quicker payments, allow faster and more efficient communication, as well as increased accuracy in review and approval of client service support. DSHS anticipates that the new system will be operational on or around September 1, 2014.

Respondents to this RFP will be required to use the new DSHS screening, billing and reporting system to bill for services. Until the system is operational, contractors will bill using a Microsoft Excel monthly voucher.

III. PROCUREMENT REQUIREMENTS

A. RFP Point of Contact

For purposes of **submitting questions** concerning this RFP, the only contact is ***Blanca Flores*** unless otherwise delegated by the Client Services Contracting Unit (CSCU) Director. All communications concerning this RFP must be submitted by e-mail (preferred), mail, hand-delivery, or fax to:

Mailing Address for Regular Mail:
Blanca Flores
Ref: RFP# CHS/TV-0554.1
Client Services Contracting Unit MC 1886
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347

Physical
Ref: **Address for Overnight Mail or hand-delivery:**
Blanca Flores
RFP# CHS/TV-0554.1
Client Services Contracting Unit MC 1886
Department of State Health Services
1100 W. 49th Street, Room T-502
Austin, Texas 78756

Phone and Fax Numbers:
512/776-7470 phone
512776- 7351 fax

CSCU Contact Email: *blanca.flores@dshs.state.tx.us*

Employees and representatives of DSHS other than Blanca Flores are not permitted to answer questions or otherwise discuss the contents of the RFP with any respondents or potential respondents or their representatives. Failure to observe this restriction may result in disqualification of this or other subsequent proposals. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this RFP.

Written inquiries or questions about this RFP must be received no later than the date specified in Section I.E. Schedule of Events by **12:00 p.m. noon *Central Daylight Saving Time (CDST).*** Questions submitted after this date and time will not be answered. Questions will not be answered verbally. Questions must be submitted by e-mail (preferred), mail, hand-delivery, or fax to the addresses or numbers above.

All questions and answers will be posted on the *Electronic State Business Daily* (ESBD) website at: *http://esbd.cpa.state.tx.us.* Postings may be made as questions are answered; however, all questions will be answered and posted no later than 5:00 P.M. ***CDST*** on the date specified in Section I E. Schedule of Events.

It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a bid. The Respondent's failure to periodically check the ESBD will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

Below are steps to navigate the ESBD website to view all documents posted related to this RFP including questions and answers. If you know the Agency Requisition number, skip to 1. c.

1. On the ESBD page, under the Browse heading:
    a. For the Agency Field, click Name then select Department of State Health Services from the pull down menu.
    b. For the Search Type Field, select Search Bid/Procurement Opportunities from the pull down menu.
    c. In the Agency Requisition Number field, type "CHS/TV-0554.1".
    d. Leave the NIGP Class – Item Number field blank.
    e. For the Order Results By field, select your preference from the pull down menu.
    f. Click the GO button.
2. All documents that are posted for this RFP will be displayed with a description of each document.
3. Click on the appropriate document or bid package to see the file.

CSCU is the point of contact with regard to all procurement and contractual matters relating to the services described herein prior to the award of any contract(s) as a result of this RFP. CSCU is the only office authorized to clarify, modify, amend, alter, or withdraw the project requirements, terms, and conditions of this RFP.

B. Proposal Due Date

The proposal must be received on or before **2:00 P.M. CDST** on the date specified in Section I.E. Schedule of Events.

C. Submission

The original proposal, six (6) additional hard copies, and one (1) electronic copy on a compact disc must be submitted on or before the due date to the RFP Point of Contact at the address specified in Section I, Part III. A. RFP Point of Contact. DSHS will not accept proposals by fax or e-mail. The original proposal and all copies (hard and electronic) must include any additional documents or appendices that make up the response.

If a proposal is sent by overnight mail or hand-delivered to the DSHS address above, the respondent should request a receipt at the time of delivery to verify the proposal was received on or before the proposal due date and time. **Hand-delivered proposals must be delivered to the room number identified in Section I, Part III. A. RFP Point of Contact**.

If a proposal is mailed, it is considered as meeting the deadline if it is mailed/delivered to the correct address as reflected in Section I, Part III. A. RFP Point of Contact and received by DSHS on or before the due date and time.

Respondents sending proposals by the United States Postal Service or commercial delivery services must ensure the carrier will be able to guarantee delivery of the proposal by the due date and time. DSHS may make exceptions only for natural disasters or catastrophes in the affected area as determined by DSHS. The respondent must submit to the RFP contact proper documentation that reflects the above exceptions before DSHS can consider the proposal as having been received by the deadline. It is the respondent's responsibility to ensure timely delivery of the proposal as required by this RFP.

Proposals that do not meet the above criteria will not be eligible for competition.

IV. PROPOSAL SCREENING AND EVALUATION

Proposals will be reviewed according to the criteria below. To maximize fairness for all proposals during review, DSHS staff may only confirm receipt of a proposal and are not permitted to discuss the proposal or its review during the review process. All proposals remain with DSHS and will not be returned to the respondent.

A. Screening Process

Proposals are initially screened for eligibility and completeness. The required preliminary screening or eligibility criteria include:

1. Proposal received on or before the proposal due date and time.
2. The original proposal bears an original signature of the authorized official of the respondent organization on Form A-1. Face Page.
3. Historically Underutilized Business (HUB) subcontracting plan that meets HUB requirements is included. **Note to All Respondents: Texas law provides that a proposal submitted in response to this RFP that does not contain a HUB subcontracting plan is non-responsive, in accordance with Texas Government Code § 2161.252.**
4. Form A-3: Administrative Information will be used in the initial screening process. This information may be used to exclude a proposal from review at the sole discretion of DSHS.
5. Respondent may not submit more than one proposal in response to this RFP.

In conducting the screening process, DSHS at its sole discretion may give respondents an opportunity to submit missing information or correct identified areas of noncompliance within a specified period of time. In such an instance, if no new information is received by the stated deadline, the proposal will be screened as is or may be disqualified from the evaluation process. Information submitted after the deadline will not be part of the evaluation.

DSHS reserves the right to waive irregularities that DSHS in its sole discretion determines to be minor. If such irregularities are waived, similar irregularities in all proposals will be waived.

B. Evaluation Process

Proposals that successfully pass the initial screening will be evaluated by an evaluation team consisting of DSHS staff, using the standard evaluation criteria and scoring values as outlined below.

Successful respondents shall achieve a score of at least 64 points for Title V Child Health & Child Dental Services and 64 points for Title V Prenatal Medical and Prenatal Dental Services. Proposals with a score less than indicated above may not be considered. Not all respondents who are deemed eligible to receive funds are assured of receiving an award.

In the event an item of noncompliance appears in a significant number of proposals, suggesting a possible lack of clarity in the RFP, DSHS at its sole discretion may give all respondents an opportunity to correct the identified areas of noncompliance within a specified period of time. In such an instance, if no new information is received by the stated deadline, the proposal will be evaluated as is. Information submitted after the deadline will not be part of the evaluation.

C. Evaluation Criteria

The proposal sections will be weighted as follows:

Form	Proposal Components	Title V Child Health & Dental Services Points	Title V Prenatal Medical & Dental Services Points
	Readiness Criteria		
A-8	Respondent Site Readiness	15	15
A-10	Respondent Background	12	12
B-2. C-	Service Delivery	5	5

2	Plan		
	Scoring Criteria		
A-11	Assessment Narrative	20	20
B-2, C-2	Service Delivery Plan	40	40
	Total Possible Points per Program	92	92
	Minimum Number of Points to be Funded	64	64

DSHS reserves the right to perform on-site and/or desk reviews for respondents scoring low on any portion of the readiness component of this RFP. If DSHS determines that the respondent is not sufficiently ready to perform, then DSHS reserves the right not to enter into a contract with the respondent.

D. Selection, Negotiation, and Award

Proposals will be reviewed according to the criteria described in this RFP. Funding award decisions will be based on:

- available funds,
- respondent scores,
- respondent readiness,
- an allocation methodology based on regional data that considers total population figures and the health and/or socioeconomic disparity of the populations to be served, as relevant to the proposed Statement of Work,
- demonstration by the respondent of the ability to provide services to a population in need as described in the Assessment Narrative (Form A-11) and the Service Delivery Plan (Form B-2 and Form C-2),
- the best interest of the State in providing services, and access to services under this RFP, and
- is at the sole discretion of DSHS. RFP respondents may ask for funds up to the amount available in each of the region(s) proposed to be served. Not all respondents who are deemed eligible to receive funds are assured of receiving an award.

The final funding amount and the provisions of the contract will be determined at the sole discretion of DSHS staff.

Any exceptions to the requirements, terms, conditions, or certifications in the RFP or attachments, addendums, or revisions to the RFP or General Provisions, sought by the respondent must be specifically detailed in writing by the respondent on Form A-4: Exception Form in this proposal and submitted to DSHS for consideration. DSHS will accept or reject each proposed exception. DSHS will not consider exceptions submitted separately from the respondent's proposal or at a later date.

DSHS will enter into negotiations with one or more of the top scorers in each region. Respondents selected for contract negotiations will be contacted by DSHS staff to negotiate the proposed funding amounts, request revisions necessary to the budget and any other forms, and to confirm readiness. Respondents will have a set amount of time in which to make revisions and return revised documents to DSHS, in order to be considered for an award. Respondents failing to meet prescribed deadlines will not be awarded a contract. If negotiations and needed revisions are acceptable to DSHS, DSHS at its sole discretion may enter into contract(s) with respondent(s).

CSCU will post to the ESBD a list of respondents whose proposals are selected for **final** award ***after successful negotiations***. This posting does not constitute DSHS's agreement with all the terms of any respondent's proposal and does not bind DSHS to enter into a contract with any respondent whose proposal is posted.

V. DSHS ADMINISTRATIVE INFORMATION

A. Rejection of Proposals

1. DSHS reserves the right to reject any or all proposals and is not liable for any costs incurred by the respondent in the development or submission of the proposal.
2. Any attempt by an employee, officer, or agent of the respondent to influence the outcome of DSHS's review through contact with any Commissioner or staff member of DSHS or other Texas health and human services agency will result in rejection of the proposal.
3. Any material misrepresentation in proposals submitted to DSHS will result in rejection of the proposal.
4. Form A-3: Administrative Information. Information supplied on this form will be used in the screening, evaluation, and/or rejection of any proposal.
5. Proposals may be rejected for failure to meet screening criteria or respondent eligibility criteria.

B. Right to Amend or Withdraw RFP

DSHS reserves the right to alter, amend, or modify any provisions of this RFP or to withdraw this RFP at any time prior to the execution of a contract if it is in the best interest of DSHS and the State of Texas. The decision of DSHS is administratively final. Amendment or withdrawal of the RFP will be posted to the ESBD.

C. Authority to Bind DSHS

For the purposes of this RFP, the Commissioner of DSHS, Assistant Commissioner, Chief Financial Officer or Chief Operating Officer, CSCU Director, or the employee designated through the commissioner's directive relating to line of authority (CD-2005.02) to act in place of one of those employees, is granted the signature responsibility of that employee and are the only individuals who may legally commit DSHS to the expenditure of public funds under the contract. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

D. Financial and Administrative Requirements

General Provisions

1. All contractors under this RFP must comply with the *DSHS General Provisions* posted on the ESBD with this RFP. The General Provisions are also located at: http://www.dshs.state.tx.us/grants/gen-prov.shtm.

   Respondent is not required to return the General Provisions or DSHS Assurances and Certifications with their proposal. By signing the Form A-1: Face Page, respondent is agreeing to abide by the referenced general provisions and DSHS Assurances and Certifications.

2. All contractors must comply with the cost principles, audit requirements, and administrative requirements.

Additional requirements on basic accounting and financial management systems are found in *DSHS Contractor Financial Procedures Manual.* Copies of the procedures manual are available online at http://www.dshs.state.tx.us/contracts/docs/cfpm.doc. *OMB Circulars* may be found at: http://www.whitehouse.gov/omb/circulars/.

All DSHS contractors are required to maintain a financial management system that will identify the receipt and expenditure of funds separately for each DSHS contract and/or program attachment and will record expenditures by the budget cost categories in the approved budget for a cost reimbursement program attachment. This requires establishing within the chart of accounts and general ledger,a separate set of accounts for each program attachment. In order to ensure the fiscal integrity of accounting records, the contractor must utilize an accounting system that does not permit overwrite or erasure of transactions posted to the general ledger.

Additional requirements on basic accounting and financial management systems are found in DSHS General Provisions, Allowable Costs and Audit Requirements and the DSHS Contractor Financial Procedures Manual. Copies of the procedures manual are available online at http://www.dshs.state.tx.us/contracts/cfpm.shtm. OMB Circulars may be found at http//www.whitehouse.gov/omb/circulars. Internet links to laws and regulations applicable to the financial and administrative requirements of grants and sub grants are provided below.

Circulars (CFRs):http://www.whitehouse.gov/omb/grants/grants_circulars.html

Federal agency common rules: http://www.whitehouse.gov/omb/grants/chart.html

Code of Federal Regulations: http://www.access.gpo.gov/nara/cfr/cfr-table-search.html

Uniform Grant Management Standards:
http://governor.state.tx.us/files/state-grants/UGMS062004.doc

Federal Department of Health and Human Services, Grants Policy Statement: http://www.hhs.gov/grantsnet/adminis/gpd/

E. Contracting with Subcontractors and/or Vendors

The selected contractor may enter into contracts with subrecipient subcontractors or procurement contracts with vendors on a limited basis with the funds provided by this RFP. Subcontracts may be used to augment contractor's capacity to perform Title V prenatal services.

Contracts with subrecipients or procurement contracts with vendors must be in writing. These contracts are subject to the requirements of the primary contract and shall comply with the requirements specified in the Contracts with Subrecipients and Contracts for Procurement articles in the General Provisions for Department of State Health Services Grant Contracts. The contract general

provisions are available online at http://www.dshs.state.tx.us/grants/docs.shtm.

If a respondent plans to enter into a contract in which a subrecipient or vendor will receive a substantial portion of the scope of the project, i.e., $25,000 or 25 percent of the respondent's funding request, whichever is greater, the respondent shall submit justification to DSHS and receive prior written approval from DSHS before entering into the contract.

F. DSHS Historically Utilized Business Participation

In accordance with Texas Government Code **§2161.252**, a proposal that does not contain a HUB Subcontracting Plan (HSP) Attachment ____ is non-responsive and will be rejected without further evaluation. In addition, if DSHS determines that the HSP was not developed in good faith, it will reject the proposal for failing to comply with material RFP specifications.

1. Introduction

DSHS is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. DSHS has adopted administrative rules relating to HUBs, and a Policy on the Utilization of HUBs, which is located on DSHS's website.

Pursuant to Texas Government Code §2161.181 and §2161.182, and DSHS's HUB policy and rules, DSHS is required to make a good faith effort to increase HUB participation in its contracts. DSHS may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

2. DSHS's Administrative Rules

DSHS has adopted the CPA's HUB rules as its own. DSHS's rules are located in Title 25, Part 1, Chapter 1, Subchapter N of the Texas Administrative Code, and the CPA rules are located in Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between DSHS's administrative rules and this RFP, the rules shall take priority.

3. Statewide Annual HUB Utilization Goal

The CPA has established statewide HUB participation goals for different categories of contracts in 34 T.A.C. §20.13. In order to meet or exceed the HUB participation goals, DSHS encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.

This contract is classified as an ___Other Services___ _____ contract under

the CPA rule, and therefore has a HUB Annual Procurement Utilization Goal of __24.6_%_ per fiscal year.

4. Required HUB Subcontracting Plan

In accordance with Government Code, Chapter 2161, Subchapter F, each state agency that considers entering into a contract with an expected value of $100,000 or more over the life of the contract (including any renewals) shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

In accordance with 34 T.A.C. §20.14(a) (1) (C) of the HUB Rules. State agencies may determine that subcontracting is probable for only a subset of the work expected to be performed or the funds to be expended under the contract. If an agency determines that subcontracting is probable on only a portion of a contract, it shall document its reasons in writing for the procurement file.

DSHS has determined that subcontracting opportunities are probable for this RFP. As a result, the respondent must submit an HSP with its proposal. The HSP is required whether a respondent intends to subcontract or not.

In the HSP, a respondent must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt a respondent from completing the HSP requirement.

DSHS shall review the documentation submitted by the respondent to determine if a good faith effort has been made in accordance with solicitation and HSP requirements. During the good faith effort evaluation, DSHS may, at its discretion allow revisions necessary to clarify and enhance information submitted in the original HSP.

If DSHS determines that the respondent's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

5. CPA Centralized Master Bidders List

Respondents may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, DSHS has identified the following class and item codes for potential subcontracting opportunities:

NIGP Class/Item Code: 948-48

Respondents are not required to use, nor limited to using, the class and item codes

identified above, and may identify other areas for subcontracting.

DSHS does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so respondents are encouraged to refer to the CMBL often to find the most current listing of HUBs.

6. HUB Subcontracting Procedures – If a Respondent Intends to Subcontract

A HSP must demonstrate that the respondent made a good faith effort to comply with DSHS's HUB policies and procedures. The following subparts outline the items that DSHS will review in determining whether an HSP meets the good faith effort standard. A respondent that intends to subcontract must complete the HSP to document its good faith efforts.

For step-by-step audio/video instructions on how to complete the HSP, you may also visit the CPA's website at:
http://www.cpa.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/.

6.1 Identify Subcontracting Areas and Divide Them into Reasonable Lots

A respondent should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

6.2 Notify Potential HUB Subcontractors

The HSP must demonstrate that the respondent made a good faith effort to subcontract with HUBs. The respondent's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

6.2.1. Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The respondent must determine which portions of work, including goods and services, will be subcontracted.

6.2.2. Use the appropriate method(s) to demonstrate good faith effort. The respondent can use either method(s) 1, 2, 3, or 4:

6.3 Method 1: Respondent Intends to Subcontract with only HUBs:

The respondent must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or,

6.4 Method 2: Respondent Intends to Subcontract with HUB Protégé(s):

The respondent must identify in the HSP the HUB protégé'(s) that will be utilized andshould:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to DSHS; and
- Identify areas of the HSP that will be performed by the protégé

DSHS will accept a Mentor Protégé Agreement that has been entered into by a respondent (Mentor) and a certified HUB (protégé) in accordance with Texas Government Code §2161.065. When a respondent proposes to subcontract with a protégé(s), it does not need to provide notice to 3 HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with submission of a protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé, or,

6.5 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The respondent must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized; and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this solicitation. When utilizing this method, only HUB subcontractors that has existing contracts with the respondent for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this solicitation, respondents may also use non-HUB subcontractors; or,

6.6 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The respondent must identify in the HSP and submit documentation regarding both of the following requirements:

- written notification to minority or women trade organizations or development centers to assist in identifying potential HUBs of the subcontracting opportunities the respondent intends to subcontract.

  Respondents must give minority or women trade organizations or development centers at least seven (7) working days prior to submission of the respondent's response for dissemination of the subcontracting opportunities to their members. A list of minority and women trade organizations is located on DSHS's website under the Minority and Women Organization link.

- written notification to at least three (3) HUB businesses of the subcontracting opportunities that the respondent intends to subcontract. The written notice must

be sent to potential HUB subcontractors prior to submitting proposals and must include:

- a description of the scope of work to be subcontracted;
- information regarding the location to review project plans or specifications;
- information about bonding and insurance requirements;
- required qualifications and other contract requirements; and
- a description of how the subcontractor can contact the respondent.

Respondents must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the respondent's response unless circumstances require a different time period, which is determined by the agency and documented in the contract file;

Respondents must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Respondents may rely on the services of contractor groups; local, state and federal business assistance offices; and other organizations that provide assistance in identifying qualified applicants for the HUB program.

Written Justification of the Selection Process

DSHS will make a determination if a good faith effort was made by the respondent in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the respondent's good faith efforts in developing and submission of the HSP. DSHS may require the respondent to submit additional documentation explaining how the respondent made a good faith effort in accordance with the solicitation.

A respondent must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the respondent negotiated in good faith with qualified HUB bidders, and did not reject qualified HUBs who were the best value responsive bidders.

6.7 Method 4: Respondent Does Not Intend to Subcontract

When the respondent plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The respondent must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the respondent must identify the sections of the proposal that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The respondent must agree to comply with the following if requested by DSHS:

- provide evidence of sufficient respondent staffing to meet the RFP requirements;
- provide monthly payroll records showing the respondent staff fully dedicated to the contract;
- allow DSHS to conduct an on site review of company headquarters or work site where services are to be performed and,
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

7.Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful respondent(s).

After contract award, DSHS will coordinate a post-award meeting with the successful respondent to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP, and must submit monthly subcontract reports to DSHS by completing the HUB "Prime Contractor Progress Assessment Report." This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

DSHS's UTCs outline the procedures for changing the HSP, as well as the HSP compliance and reporting requirements. All changes to the approved HSP require prior DSHS approval. In general, if the contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4.6 of this RFP (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, or participate in the Mentor Protégé Program).

For this reason, DSHS encourages respondents to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the respondent plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow DSHS to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract, and will be subject to remedial actions. DSHS may also report noncompliance to the CPA in accordance with the CPA's Rules, §20.105 (relating to Debarment) and §20.106 (relating to Procedures for Investigations and Debarment).

G. Contract Information

DSHS will monitor contractor's expenditures. A contractor's budget may be subject to a decrease for the remainder of the budget period if expenditure percentages are below the amount projected and determined by DSHS. DSHS reserves the right to adjust the funding allocation to contractors pursuant to the terms of the contract.

H. Contract Award Protest Policy

Respondents who feel aggrieved in connection with a contract award based on this RFP must submit a written protest according to 25 TAC, §4.1 – Contract Protest, which is located at:
http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=4&rl=1

The protest should be mailed or faxed to:

Contract Oversight and Support Section
Attention: Protest Coordinator
MAILCODE 1326
P.O. Box 149347
Austin, TX 78714-9347
Fax: 512/458-7202

CONTENT AND PREPARATION

VI. PROPOSAL CONTENT

A. Instructions for Preparation

The proposal should be developed and submitted in accordance with the instructions outlined in this section. The proposal should meet the following stylistic requirements:

- All pages clearly and consecutively numbered;
- Original and six (6) additional hard copies unbound but secured with binder clips or rubber bands;
- An electronic disc copy must be included in addition to the original and the six (6) hard copies
- Typed (computer or typewriter);
- No less than single-spaced;
- No less than 12-point Arial or Times New Roman font on 8 1/2" x 11" paper with 1" margins for text; 10-point font for forms;
- Black print on white paper;
- Blank forms provided in **SECTION II. BLANK FORMS AND INSTRUCTIONS** must be used (electronic reproduction of the forms is acceptable; however, all

forms must be identical to the original form(s) provided); do not change the font used on forms provided;
- Signed in ink by an authorized official (copies must be signed but need not bear an original signature);
- Envelope/package containing the proposal must clearly identify the respondent's legal name and mailing address as reflected on Form A-1: Face Page; and
- Envelope/package containing the proposal must clearly identify the name and number of the RFP as reflected on the cover page of this RFP.

Specific instructions for each required section are provided. Instructions for completing forms are found on each form. Attachments requested (i.e., organization chart, Table of Contents from policy manual, etc.) should be included behind the appropriate form or at the back of the response.

The RFP has been structured to minimize the duplication of forms for respondents who may choose to request funding for more than one of the Title V-funded services included in this RFP. The RFP contains three (3) sections:

- **Section I** – provides general information on the funded services as well as guidelines for the RFP response content and preparation.
- **Section II** – contains instructions and the blank forms to be submitted. Section II is divided into three (3) attachments.
    - Attachment A – **ALL respondents are required to complete the forms in this Attachment**. If respondent is requesting more than one Title V funded service, complete Attachment A only one (1) time.
    - Attachment B – respondents must complete the forms in this Attachment if requesting Title V Child Health & Dental Services funding.
    - Attachment C – respondents must complete the forms in this Attachment if requesting Title V Prenatal Medical & Dental Services funding.
- **Section III** - Appendices

To be considered for funding for one or more of the Title V-funded services included in this RFP, respondents must complete all forms in Attachment A and all forms in the respective Attachment associated with the Title V service(s) for which the respondent intends to apply.

B. Confidential Information

The respondent must clearly designate any portion(s) of this proposal that contains confidential information and state the reasons the information should be designated as such. **Marking the entire proposal as confidential will be neither accepted nor honored**. If any information is marked as confidential in the proposal, DSHS will determine whether the requested information may be excepted from disclosure under the Public Information Act, Texas Government Code, Chapter 552. If it constitutes an exception, and if a request is made by any other entity or individual for the information marked as confidential, the information will be forwarded to the Texas Attorney General along with a request for a ruling on its confidentiality. Respondents are advised to consult with their legal counsel regarding disclosure issues and to take the appropriate precautions to safeguard trade secrets or any other confidential information. Following the award of any contract, proposals to this RFP are subject to release as public

information unless any proposal or specific parts of any proposal can be shown to be mandated as exempt from disclosure under the Public Information Act, Texas Government Code, Chapter 552.

C. Table of Contents

THE PROPOSAL SHOULD INCLUDE A TABLE OF CONTENTS AND BE ORGANIZED IN THE FOLLOWING ORDER, AS APPLICABLE:

Section II – Attachment A: All Respondents to complete only one time

Form A-1. Face Page - Proposal for Financial Assistance

Form A-2. Proposal Table of Contents and Checklist

Form A-3. Administrative Information – attach required information

Form A-4. Exemptions Form

Form A-5. Historically Underutilized Businesses (HUBs)

Form A-6. Child Support Certification

Form A-7. Clinic Site(s)

Form A-8. Respondent Site Readiness

Form A-9. Title V Fee for Service Program Assurances

Form A-10. Respondent Background

Form A-11. Assessment Narrative

Section II – Attachment B: Child Health & Dental Services Respondents

Form B-1. Contact Person Information

Form B-2. Service Delivery Plan

Form B-3. Ceiling Request and Performance Measures

Form B-4. Child Health Services and Reimbursement Rates

Form B-5. Child Dental Services and Reimbursement Rates

Section II – Attachment C: Prenatal Medical & Dental Services Respondents

Form C-1. Contact Person Information

Form C-2. Service Delivery Plan

Form C-3. Ceiling Request and Performance Measures

Form C-4. Prenatal Medical Services and Reimbursement Rates

Form C-5. Prenatal Dental Services and Reimbursement Rates

Section II

FORMS

Title V Fee for Services Contracts
Child Health & Child Dental
Prenatal Medical & Prenatal Dental

Request for Proposal
Fiscal Year 2014

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: CHS/TV-0554.1
Issued March 21, 2013
Due May 1, 2013

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Section II
Attachment A

Common Forms

To Be Completed by ALL Respondents

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Department of State Health Services

FORM A-1: FACE PAGE

Proposal for Financial Assistance – RFP # CHS/TV-0554.1

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION					
1) LEGAL BUSINESS NAME:					
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):				**Check if address change**	☐
3) PAYEE Name and Mailing Address (if different from above):				**Check if address change**	☐
4) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) **or Social Security Number** (9 digit) : **DUNS Number**					
The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.					
5) Medicaid Provider Number:		**OR**	**Date Medicaid Application Submitted & TMHP Ticket #:**		
6) TYPE OF ENTITY (check all that apply):					
	☐ City	☐ Nonprofit Organization*	☐ Individual		
	☐ County	☐ For Profit Organization*	☐ FQHC		
	☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning		
	☐ State Agency	☐ Community-Based Organization	☐ Hospital		
	☐ Indian Tribe	☐ Minority Organization	☐ Private		
		☐ Faith Based (Nonprofit Org)	☐ Other (specify):		
*If incorporated, provide 10-digit charter number assigned by Secretary of State:					
7) PROPOSED BUDGET PERIOD:	**Start Date:**		**End Date:**		
8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).					
9) AMOUNT OF FUNDING REQUESTED	**V-CH & CD: $**				
	V-PM & PD $	**11) PROJECT CONTACT PERSON**			
10) PROJECTED EXPENDITURES	$	Name: Phone: Fax: E-mail:			
Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? ** Yes ☐ No ☐ ***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non project-related DSHS funds.*		**12) FINANCIAL OFFICER** Name: Phone: Fax: E-mail:			
The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.					
13) AUTHORIZED REPRESENTATIVE	**Check if change** ☐	**14) SIGNATURE OF AUTHORIZED REPRESENTATIVE**			
Name: Title: Phone: Fax: E-mail:		**15) DATE**			

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FORM A-1: FACE PAGE INSTRUCTIONS

This form provides basic information about the respondent and the proposed project with the Department of State Health Services (DSHS), including the signature of the authorized representative. It is the cover page of the proposal and is required to be completed. Signature affirms the facts contained in the respondent's response are truthful and the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the respondent's proposal.

1. **LEGAL BUSINESS NAME** - Enter the legal name of the respondent.

2. **MAILING ADDRESS INFORMATION** - Enter the respondent's complete physical address and mailing address, city, county, state, and zip code.

3. **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with respondent to receive payment for services rendered by respondent and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the respondent. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4. **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The respondent acknowledges, understands and agrees the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests. **DUNS Number** – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. . This number is required if receiving **ANY** federal funds and can be obtained at: http://fedgov.dnb.com/webform
5. **MEDICAID PROVIDER NUMBER OR DATE MEDICAID APPLICATION SUBMITTED** – Enter the Medicaid provider number used by the organization to bill Medicaid. If the organization does not have a Medicaid number, enter the date an application was submitted to obtain a Medicaid number and TMPH Ticket #.

6. **TYPE OF ENTITY** - The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Check all appropriate boxes that apply.
   - HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (economically disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the Comptroller's Texas Procurement and Support Services or another entity.
   - MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   - If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

7. **PROPOSED BUDGET PERIOD** - Enter the budget period for this proposal. Budget period is defined in the RFP.

8. **COUNTIES SERVED BY PROJECT** – Check off counties to be served from the list of Texas counties on Page II-5 (below) and include behind the Face Page per Title V funded service for which you are applying. **Complete Form A-1:B for Title V Child Health & Child Dental Services; Form A-1:C; for Title V Prenatal Medical & Prenatal Dental Services.** Do not write counties on line 8. Do check the counties to be served on the counties list page.
9. **AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from DSHS for each type of funding requested. V-CH & CD (Child Health & Child Dental) amount must match the Grand Total of Form B-3. V-PM & PD (Prenatal Medical & Prenatal Dental) amount must match the Grand Total of Form C-3.
10. **PROJECTED EXPENDITURES** - If respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year, respondent must arrange for a financial compliance audit (Single Audit).

11. **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and e-mail address of the person responsible for the proposed project.

12. **FINANCIAL OFFICER** - Enter the name, phone, fax, and e-mail address of the person responsible for the financial aspects of the proposed project.

13. **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and e-mail address of the person authorized to represent the respondent. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.

14. **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the respondent must sign in this blank.
15. **DATE** - Enter the date the authorized representative signed this form.

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FORM A-1: B Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent:

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐ 4/5N	Culberson	☐ 9/10	Hemphill	☐ 01	Mason	☐ 9/10	Scurry	☐ 2/3
Andrews	☐ 9/10	**-D-**		Henderson	☐ 4/5N	Matagorda	☐ 6/5S	Shackelford	☐ 2/3
Angelina	☐ 4/5N	Dallam	☐ 01	Hidalgo	☐ 11	Maverick	☐ 08	Shelby	☐ 4/5N
Aransas	☐ 11	Dallas	☐ 2/3	Hill	☐ 07	McCulloch	☐ 9/10	Sherman	☐ 01
Archer	☐ 2/3	Dawson	☐ 9/10	Hockley	☐ 01	McLennan	☐ 07	Smith	☐ 4/5N
Armstrong	☐ 01	Deaf Smith	☐ 01	Hood	☐ 2/3	McMullen	☐ 11	Somervell	☐ 2/3
Atascosa	☐ 08	Delta	☐ 4/5N	Hopkins	☐ 4/5N	Medina	☐ 08	Starr	☐ 11
Austin	☐ 6/5S	Denton	☐ 2/3	Houston	☐ 4/5N	Menard	☐ 9/10	Stephens	☐ 2/3
-B-		DeWitt	☐ 08	Howard	☐ 9/10	Midland	☐ 9/10	Sterling	☐ 09
Bailey	☐ 01	Dickens	☐ 01	Hudspeth	☐ 9/10	Milam	☐ 07	Stonewall	☐ 2/3
Bandera	☐ 08	Dimmit	☐ 08	Hunt	☐ 2/3	Mills	☐ 07	Sutton	☐ 9/10
Bastrop	☐ 07	Donley	☐ 01	Hutchinson	☐ 01	Mitchell	☐ 2/3	Swisher	☐ 01
Baylor	☐ 2/3	Duval	☐ 11	**-I-**		Montague	☐ 2/3	**-T-**	
Bee	☐ 11	**-E-**		Irion	☐ 9/10	Montgomery	☐ 6/5S	Tarrant	☐ 2/3
Bell	☐ 07	Eastland	☐ 2/3	**-J-**		Moore	☐ 01	Taylor	☐ 2/3
Bexar	☐ 08	Ector	☐ 9/10	Jack	☐ 2/3	Morris	☐ 4/5N	Terrell	☐ 9/10
Blanco	☐ 07	Edwards	☐ 08	Jackson	☐ 08	Motley	☐ 01	Terry	☐ 01
Borden	☐ 9/10	Ellis	☐ 2/3	Jasper	☐ 4/5N	**-N-**		Throckmorton	☐ 2/3
Bosque	☐ 07	El Paso	☐ 9/10	Jeff Davis	☐ 9/10	Nacogdoches	☐ 4/5N	Titus	☐ 4/5N
Bowie	☐ 4/5N	Erath	☐ 2/3	Jefferson	☐ 6/5S	Navarro	☐ 2/3	Tom Green	☐ 9/10
Brazoria	☐ 6/5S	**-F-**		Jim Hogg	☐ 11	Newton	☐ 4/5N	Travis	☐ 07
Brazos	☐ 07	Falls	☐ 07	Jim Wells	☐ 11	Nolan	☐ 2/3	Trinity	☐ 4/5N
Brewster	☐ 9/10	Fannin	☐ 2/3	Johnson	☐ 2/3	Nueces	☐ 11	Tyler	☐ 4/5N
Briscoe	☐ 01	Fayette	☐ 07	Jones	☐ 2/3	**-O-**		**-U-**	
Brooks	☐ 11	Fisher	☐ 2/3	**-K-**		Ochiltree	☐ 01	Upshur	☐ 4/5N
Brown	☐ 2/3	Floyd	☐ 01	Karnes	☐ 08	Oldham	☐ 01	Upton	☐ 9/10
Burleson	☐ 07	Foard	☐ 2/3	Kaufman	☐ 2/3	Orange	☐ 6/5S	Uvalde	☐ 08
Burnet	☐ 07	Fort Bend	☐ 6/5S	Kendall	☐ 08	**-P-**		**-V-**	
-C-		Franklin	☐ 4/5N	Kenedy	☐ 11	Palo Pinto	☐ 2/3	Val Verde	☐ 08
Caldwell	☐ 07	Freestone	☐ 07	Kent	☐ 2/3	Panola	☐ 4/5N	Van Zandt	☐ 4/5N
Calhoun	☐ 08	Frio	☐ 08	Kerr	☐ 08	Parker	☐ 2/3	Victoria	☐ 08
Callahan	☐ 2/3	**-G-**		Kimble	☐ 9/10	Parmer	☐ 01	**-W-**	
Cameron	☐ 11	Gaines	☐ 9/10	King	☐ 01	Pecos	☐ 9/10	Walker	☐ 6/5S
Camp	☐ 4/5N	Galveston	☐ 6/5S	Kinney	☐ 08	Polk	☐ 4/5N	Waller	☐ 6/5S
Carson	☐ 01	Garza	☐ 01	Kleberg	☐ 11	Potter	☐ 01	Ward	☐ 9/10
Cass	☐ 4/5N	Gillespie	☐ 08	Knox	☐ 2/3	Presidio	☐ 9/10	Washington	☐ 07
Castro	☐ 01	Glasscock	☐ 9/10	**-L-**		**-R-**		Webb	☐ 11
Chambers	☐ 6/5S	Goliad	☐ 08	Lamar	☐ 4/5N	Rains	☐ 4/5N	Wharton	☐ 6/5S
Cherokee	☐ 4/5N	Gonzales	☐ 08	Lamb	☐ 01	Randall	☐ 01	Wheeler	☐ 01
Childress	☐ 01	Gray	☐ 01	Lampasas	☐ 07	Reagan	☐ 9/10	Wichita	☐ 2/3
Clay	☐ 2/3	Grayson	☐ 2/3	La Salle	☐ 08	Real	☐ 08	Wilbarger	☐ 2/3
Cochran	☐ 01	Gregg	☐ 4/5N	Lavaca	☐ 08	Red River	☐ 4/5N	Willacy	☐ 11
Coke	☐ 9/10	Grimes	☐ 07	Lee	☐ 07	Reeves	☐ 9/10	Williamson	☐ 07
Coleman	☐ 2/3	Guadalupe	☐ 08	Leon	☐ 07	Refugio	☐ 11	Wilson	☐ 08
Collin	☐ 2/3	**-H-**		Liberty	☐ 6/5S	Roberts	☐ 01	Winkler	☐ 9/10
Collingsworth	☐ 01	Hale	☐ 01	Limestone	☐ 07	Robertson	☐ 07	Wise	☐ 2/3
Colorado	☐ 6/5S	Hall	☐ 01	Lipscomb	☐ 01	Rockwall	☐ 2/3	Wood	☐ 4/5N
Comal	☐ 08	Hamilton	☐ 07	Live Oak	☐ 11	Runnels	☐ 2/3	**-Y-**	
Comanche	☐ 2/3	Hansford	☐ 01	Llano	☐ 07	Rusk	☐ 4/5N	Yoakum	☐ 01
Concho	☐ 9/10	Hardeman	☐ 2/3	Loving	☐ 9/10	**-S-**		Young	☐ 2/3
Cooke	☐ 2/3	Hardin	☐ 6/5S	Lubbock	☐ 01	Sabine	☐ 4/5N	**-Z-**	
Coryell	☐ 07	Harris	☐ 6/5S	Lynn	☐ 01	San Augustine	☐ 4/5N	Zapata	☐ 11
Cottle	☐ 2/3	Harrison	☐ 4/5N	**-M-**		San Jacinto	☐ 4/5N	Zavala	☐ 08
Crane	☐ 9/10	Hartley	☐ 01	Madison	☐ 07	San Patricio	☐ 11		
Crockett	☐ 9/10	Haskell	☐ 2/3	Marion	☐ 4/5N	San Saba	☐ 07		

FORM A-1: C Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent:

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐ 4/5N	Culberson	☐ 9/10	Hemphill	☐ 01	Mason	☐ 9/10	Scurry	☐ 2/3
Andrews	☐ 9/10	**-D-**		Henderson	☐ 4/5N	Matagorda	☐ 6/5S	Shackelford	☐ 2/3
Angelina	☐ 4/5N	Dallam	☐ 01	Hidalgo	☐ 11	Maverick	☐ 08	Shelby	☐ 4/5N
Aransas	☐ 11	Dallas	☐ 2/3	Hill	☐ 07	McCulloch	☐ 9/10	Sherman	☐ 01
Archer	☐ 2/3	Dawson	☐ 9/10	Hockley	☐ 01	McLennan	☐ 07	Smith	☐ 4/5N
Armstrong	☐ 01	Deaf Smith	☐ 01	Hood	☐ 2/3	McMullen	☐ 11	Somervell	☐ 2/3
Atascosa	☐ 08	Delta	☐ 4/5N	Hopkins	☐ 4/5N	Medina	☐ 08	Starr	☐ 11
Austin	☐ 6/5S	Denton	☐ 2/3	Houston	☐ 4/5N	Menard	☐ 9/10	Stephens	☐ 2/3
-B-		DeWitt	☐ 08	Howard	☐ 9/10	Midland	☐ 9/10	Sterling	☐ 09
Bailey	☐ 01	Dickens	☐ 01	Hudspeth	☐ 9/10	Milam	☐ 07	Stonewall	☐ 2/3
Bandera	☐ 08	Dimmit	☐ 08	Hunt	☐ 2/3	Mills	☐ 07	Sutton	☐ 9/10
Bastrop	☐ 07	Donley	☐ 01	Hutchinson	☐ 01	Mitchell	☐ 2/3	Swisher	☐ 01
Baylor	☐ 2/3	Duval	☐ 11	**-I-**		Montague	☐ 2/3	**-T-**	
Bee	☐ 11	**-E-**		Irion	☐ 9/10	Montgomery	☐ 6/5S	Tarrant	☐ 2/3
Bell	☐ 07	Eastland	☐ 2/3	**-J-**		Moore	☐ 01	Taylor	☐ 2/3
Bexar	☐ 08	Ector	☐ 9/10	Jack	☐ 2/3	Morris	☐ 4/5N	Terrell	☐ 9/10
Blanco	☐ 07	Edwards	☐ 08	Jackson	☐ 08	Motley	☐ 01	Terry	☐ 01
Borden	☐ 9/10	Ellis	☐ 2/3	Jasper	☐ 4/5N	**-N-**		Throckmorton	☐ 2/3
Bosque	☐ 07	El Paso	☐ 9/10	Jeff Davis	☐ 9/10	Nacogdoches	☐ 4/5N	Titus	☐ 4/5N
Bowie	☐ 4/5N	Erath	☐ 2/3	Jefferson	☐ 6/5S	Navarro	☐ 2/3	Tom Green	☐ 9/10
Brazoria	☐ 6/5S	**-F-**		Jim Hogg	☐ 11	Newton	☐ 4/5N	Travis	☐ 07
Brazos	☐ 07	Falls	☐ 07	Jim Wells	☐ 11	Nolan	☐ 2/3	Trinity	☐ 4/5N
Brewster	☐ 9/10	Fannin	☐ 2/3	Johnson	☐ 2/3	Nueces	☐ 11	Tyler	☐ 4/5N
Briscoe	☐ 01	Fayette	☐ 07	Jones	☐ 2/3	**-O-**		**-U-**	
Brooks	☐ 11	Fisher	☐ 2/3	**-K-**		Ochiltree	☐ 01	Upshur	☐ 4/5N
Brown	☐ 2/3	Floyd	☐ 01	Karnes	☐ 08	Oldham	☐ 01	Upton	☐ 9/10
Burleson	☐ 07	Foard	☐ 2/3	Kaufman	☐ 2/3	Orange	☐ 6/5S	Uvalde	☐ 08
Burnet	☐ 07	Fort Bend	☐ 6/5S	Kendall	☐ 08	**-P-**		**-V-**	
-C-		Franklin	☐ 4/5N	Kenedy	☐ 11	Palo Pinto	☐ 2/3	Val Verde	☐ 08
Caldwell	☐ 07	Freestone	☐ 07	Kent	☐ 2/3	Panola	☐ 4/5N	Van Zandt	☐ 4/5N
Calhoun	☐ 08	Frio	☐ 08	Kerr	☐ 08	Parker	☐ 2/3	Victoria	☐ 08
Callahan	☐ 2/3	**-G-**		Kimble	☐ 9/10	Parmer	☐ 01	**-W-**	
Cameron	☐ 11	Gaines	☐ 9/10	King	☐ 01	Pecos	☐ 9/10	Walker	☐ 6/5S
Camp	☐ 4/5N	Galveston	☐ 6/5S	Kinney	☐ 08	Polk	☐ 4/5N	Waller	☐ 6/5S
Carson	☐ 01	Garza	☐ 01	Kleberg	☐ 11	Potter	☐ 01	Ward	☐ 9/10
Cass	☐ 4/5N	Gillespie	☐ 08	Knox	☐ 2/3	Presidio	☐ 9/10	Washington	☐ 07
Castro	☐ 01	Glasscock	☐ 9/10	**-L-**		**-R-**		Webb	☐ 11
Chambers	☐ 6/5S	Goliad	☐ 08	Lamar	☐ 4/5N	Rains	☐ 4/5N	Wharton	☐ 6/5S
Cherokee	☐ 4/5N	Gonzales	☐ 08	Lamb	☐ 01	Randall	☐ 01	Wheeler	☐ 01
Childress	☐ 01	Gray	☐ 01	Lampasas	☐ 07	Reagan	☐ 9/10	Wichita	☐ 2/3
Clay	☐ 2/3	Grayson	☐ 2/3	La Salle	☐ 08	Real	☐ 08	Wilbarger	☐ 2/3
Cochran	☐ 01	Gregg	☐ 4/5N	Lavaca	☐ 08	Red River	☐ 4/5N	Willacy	☐ 11
Coke	☐ 9/10	Grimes	☐ 07	Lee	☐ 07	Reeves	☐ 9/10	Williamson	☐ 07
Coleman	☐ 2/3	Guadalupe	☐ 08	Leon	☐ 07	Refugio	☐ 11	Wilson	☐ 08
Collin	☐ 2/3	**-H-**		Liberty	☐ 6/5S	Roberts	☐ 01	Winkler	☐ 9/10
Collingsworth	☐ 01	Hale	☐ 01	Limestone	☐ 07	Robertson	☐ 07	Wise	☐ 2/3
Colorado	☐ 6/5S	Hall	☐ 01	Lipscomb	☐ 01	Rockwall	☐ 2/3	Wood	☐ 4/5N
Comal	☐ 08	Hamilton	☐ 07	Live Oak	☐ 11	Runnels	☐ 2/3	**-Y-**	
Comanche	☐ 2/3	Hansford	☐ 01	Llano	☐ 07	Rusk	☐ 4/5N	Yoakum	☐ 01
Concho	☐ 9/10	Hardeman	☐ 2/3	Loving	☐ 9/10	**-S-**		Young	☐ 2/3
Cooke	☐ 2/3	Hardin	☐ 6/5S	Lubbock	☐ 01	Sabine	☐ 4/5N	**-Z-**	
Coryell	☐ 07	Harris	☐ 6/5S	Lynn	☐ 01	San Augustine	☐ 4/5N	Zapata	☐ 11
Cottle	☐ 2/3	Harrison	☐ 4/5N	**-M-**		San Jacinto	☐ 4/5N	Zavala	☐ 08
Crane	☐ 9/10	Hartley	☐ 01	Madison	☐ 07	San Patricio	☐ 11		
Crockett	☐ 9/10	Haskell	☐ 2/3	Marion	☐ 4/5N	San Saba	☐ 07		

FORM A-2: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent: _____

This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted. ***Except as indicated, complete and include each form, and be sure to indicate page number.***

FORM	DESCRIPTION	Included	Page #	Not Applicable
	Section II – Attachment A : Required for All Respondents			
A-1	Face Page - completed, signed & dated	☐		
A-1:B	Title V Child Health & Child Dental Services, Texas Counties and Regions List behind A-1	☐		☐
A-1:C	Title V Prenatal Medical & Prenatal Dental Services, Texas Counties and Regions List behind A-1	☐		☐
A-2	Proposal Table of Contents and Checklist	☐		
A-3	Administrative Information - with supplemental documentation attached, if required	☐		
A-4	Exception Form	☐		
A-5	Historically Underutilized Business (HUB) Forms including Subcontracting Plan and Progress Report	☐		
A-6	Child Support Certification (non-profit and governmental entities exempt)	☐		☐
A-7	Clinic Sites - complete a separate form for each clinic site	☐		
A-8	Respondent Site Readiness	☐		
A-9	Title V Fee for Services Program Assurances	☐		
A-10	Respondent Background	☐		
A-11	Assessment Narrative	☐		
	Section II – Attachment B: Required for Child Health & Child Dental Services Respondents			
B-1	Contact Person Information	☐		☐
B-2	Service Delivery Plan	☐		☐
B-3	Ceiling Request and Performance Measures	☐		☐
	Section II – Attachment C: Required for Prenatal Medical & Prenatal Dental Services Respondents			
C-1	Contact Person Information	☐		☐
C-2	Service Delivery Plan	☐		☐
C-3	Ceiling Request and Performance Measures	☐		☐

FORM A-3: ADMINISTRATIVE INFORMATION

This form provides information regarding identification and contract history of the respondent, executive management, project management, governing board members, and/or principal officers. Respond to each request for information ***or provide the required supplemental document behind this form.*** *If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*

NOTE: Administrative Information may be used in screening and/or evaluating proposals.

Legal Business Name of Respondent: _____

Identifying Information

1. The respondent must attach the following information:

If a Governmental Entity

- Names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

If a Nonprofit or For Profit Entity

- Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members of the Board of Directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).
- Full names (last, first, middle), and addresses for each partner, officer, and director as well as the full names and addresses for each person who owns five percent (5%) or more of the stock if respondent is a for-profit entity.

2. Is respondent a nonprofit organization?

☐ **YES** ☐ **NO**

If YES, respondent must include evidence of its nonprofit status with the proposal. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.

☐ (a) A copy of a currently valid IRS exemption certificate.

☐ (b) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the respondent organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.

☐ (c) A copy of the organization's certificate of information or similar document if it clearly establishes the nonprofit status of the organization.

☐ (d) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the respondent organization is a local nonprofit affiliate.

FORM A-3: ADMINISTRATIVE INFORMATION continued

Conflict of Interest and Contract History

The respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts include an existing or potential business or personal relationship between the respondent, its principal, or any affiliate or subcontractor, with DSHS, the Health and Human Services Commission, or any other entity or person involved in any way in any project that is the subject of this RFP. Similarly, any existing or potential personal or business relationship between the respondent, the principals, or any affiliate or subcontractor, with any employee of DSHS, or the Health and Human Services Commission must be disclosed. Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by DSHS that a conflict of interest exists, the respondent may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specifications or the RFP on which the bid is based.

3. Does anyone in the respondent organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFP?

☐ **YES** ☐ **NO**

If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

4. Will any person who received compensation from DSHS or Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFP participate financially with respondent as a result of an award under this RFP?

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

5. Will any provision of services or other performance under any contract that may result from this RFP constitute an actual or potential conflict of interest or create the appearance of impropriety?

☐ **YES** ☐ **NO**

If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

6. Are any current or former employees of the respondent current or former employees of DSHS or HHSC (within the last 24 months)?

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

7. Are any proposed personnel related to any current or former employees of DSHS or HHSC?

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

8 Has any member of respondent's executive management, project management, governing board or principal officers been employed by DSHS or HHSC 24 months prior to the proposal due date?

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

9. If the respondent is a private nonprofit organization, does the executive director or other staff serve as voting members on the organizations governing board?

☐ **YES** ☐ **NO**

10. Is respondent or any member of respondent's executive management, project management, board members or principal officers:

- Delinquent on any state, federal or other debt;
- Affiliated with an organization which is delinquent on any state, federal or other debt; or
- In default on an agreed repayment schedule with any funding organization?

☐ **YES** ☐ **NO**

If YES, please explain. (Attach no more than one additional page.)

11. Has the respondent had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?

☐ **YES** ☐ **NO**

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

12. Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?

☐ **YES** ☐ **NO**

If YES, please explain. (Attach no more than one additional page.)

13. Has respondent had a contract with DSHS within the past 24 months?

☐ **YES** ☐ **NO**

<u>If YES</u>, list the DSHS contract and attachment number(s):

DSHS Contract Number(s)

***<u>If NO</u>, respondent must be able to demonstrate fiscal solvency**. Submit a copy of the organization's most recently <u>audited</u> balance sheet, statement of income and expenses and accompanying financial footnotes. If an organization does not have audited financial statements, submit a copy of the organization's most recent IRS Form 990 and an explanation why an audited financial statement is not available. <u>DSHS will review the documents that are submitted and may, at its sole discretion, reject the proposal on the grounds of the</u>*

respondent's financial capability.

ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO FORM A-3, SHOULD BE INSERTED HERE.

FORM A-3-1: GOVERNMENTAL ENTITY

Authorized Officials
Legal Business
Name of _____

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		

FORM A-3-2: NONPROFIT OR FOR-PROFIT ENTITY

Board of Directors and Principal Officers
Legal Business
Name of _____

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).In addition, if entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock.

Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		

FORM A-4: EXCEPTIONS FORM

FORM E: EXCEPTIONS FORM

RFP # CHS/TV-0554.1

This is the approved format for the respondent to: (1) state that no exceptions are being made to the requirements, terms, conditions, or certifications in the RFP or attachments, addendums, or revisions to the RFP or General Provisions, or (2) list all exceptions to any requirements, terms conditions, certifications or deliverables in the RFP or General Provisions.

Respondent must submit this form with their response.

Instructions:

- If no exceptions are being requested to any issue of the RFP, respondent must check the 'no exception' box below and leave the table blank.
- If exceptions are being requested, use the table below and fill in all columns for each exception.
- Ensure the RFP section number and page number or the number of the term or condition of the issue is stated.
- Ensure each exception is described fully or by reference to the exact location within the proposal and/or general provisions.
- Ensure it is stated whether the exception is part of a proposal deliverable with a clear citation to the deliverable.
- Provide an explanation of why the exception is being proposed, and any alternatives being proposed to the issue in the RFP.
- Add more table lines as necessary.
- If more space for explanations or alternatives is reasonably needed, list the exception on this form and reference the attached page(s) – Ensure each attached page clearly identifies the line item it refers to.
- Any alternatives may also be embedded in the proposal narrative as appropriate to make the narrative clear, but in the proposal narrative the exception must be noted with the line item number on this form.

☐ **If no exceptions are being requested, check this box and leave the table below blank**

FORM A-4: EXCEPTIONS FORM

RFP # *CHS/TV-0554.1*

TABLE OF EXCEPTIONS

Exception No.	RFP Section No. and Page No. or no. of term or condition in the general provisions to which exception is requested	Full description of exception requested or reference to exact location of full description if found elsewhere in proposal and/or general provisions.	State if the exception is part of a proposal deliverable with a clear citation to the deliverable	Explanation of why the exception is being proposed and any proposed alternatives to the issue
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

FORM A-5: HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

❖ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

- ❒ Section 1 – Respondent and Requisition Information
- ❒ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ❒ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- ❒ Section 2 c. – Yes
- ❒ Section 4 – Affirmation
- ❒ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ❒ Section 1 – Respondent and Requisition Information
- ❒ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ❒ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ❒ Section 2 c. – No
- ❒ Section 2 d. – Yes
- ❒ Section 4 – Affirmation
- ❒ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ❒ Section 1 – Respondent and Requisition Information
- ❒ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ❒ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ❒ Section 2 c. – No
- ❒ Section 2 d. – No
- ❒ Section 4 – Affirmation
- ❒ GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:**

- ❒ Section 1 – Respondent and Requisition Information
- ❒ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- ❒ Section 3 – Self Performing Justification
- ❒ Section 4 – Affirmation

*__Continuous Contract:__ *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders contracts,***
- ***32.7 percent for all special trade construction contracts,***
- ***23.6 percent for professional services contracts,***
- ***24.6 percent for all other services contracts, and***
- ***21 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Please READ thoroughly when completing this HUB (HSP) Plan: you must: First, find the method that applies to you; see the HSP Quick Checklist to make this determination.

- If using Method B, you must comply with ALL sections of B3 and attach supporting documentation (e.g., notifications, emails, phone logs, etc.) with your bid response.

- If you are **awarded this contract**, you must notify all subcontractors of their selection as a subcontractor and provide a copy of the notification to the HUB Coordinator listed below within **10 days** of receiving the contract award. DSHS HUB Coordinator Contact: shawn.constancio@dshs.state.tx.us

This contract is classified as an **Other Services** contract under the CPA rule, and therefore has a Statewide Annual HUB utilization goal of **24.6%** per fiscal year. **RFP#**
Respondents may search for HUB subcontractors on the CPA Centralized Master Bidders List (CMBL), HUB Directory, which is located on the CPA website: http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, DSHS has identified the following class and item codes for potential subcontracting opportunities:

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No

c. RFP #: _____ Bid Open Date: 1 _____

Enter your company's name here: RFP #:

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - ***Yes***, I will be subcontracting portions of the contract. (If ***Yes***, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☐ - ***No***, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If ***No***, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at **http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
☐ - ***No*** (If ***No***, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
☐ - ***No*** (If ***No***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**Continuous Contract:* *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ RFP #:

SECTION 2 SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**Continuous Contract:* *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ RFP #:

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "*No*" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☐ - **Yes** (If ***Yes***, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - **No** (If ***No***, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls***).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)

REMINDER:

- If you responded "***Yes***" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "***No***" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.3

HSP Good Faith Effort - Method A (HUB Attachment A)

Enter your company's name here: _____ RFP #: _____

IMPORTANT*:** If you responded "Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc***

SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** _____

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (HUB Attachment B)

Enter your company's name here: _____ RFP #:

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc**

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, to continue to SECTION B-4.)

☐ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c** and **d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at **http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at **http://www.window.state.tx.us/procurement//cmbl/cmblhub.html**. HUB Status code "**A**" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐Yes ☐No
			☐Yes ☐No
			☐Yes ☐No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at **http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/**

d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐Yes ☐No
		☐Yes ☐No

Enter your company's name here: _____ RFP #:

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: _____ **Description:** _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A PRIME CONTRACTOR'S INFORMATION

Company Name: _____ **State** _____

of Texas VID #: Point-of-Contact: _____ **Phone #:** _____

E-mail Address: _____ **Fax #:** _____

Section B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ **Phone #:** _____

Insert Title & RFP# _____ **Bid Open Date:**

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:	**If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than** Select **Central Time on:Date** (mm/dd/yyyy) *In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.* *(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: **- Not Applicable**	
4. Bonding/Insurance Requirements: **- Not Applicable**	
5. Location to review plans/specifications: **- Not Applicable**	

FORM A-6: CHILD SUPPORT CERTIFICATION
(Required for all Respondents EXCEPT Non-profit and Governmental Entities)

Child Support Certification

The Texas Family Code, §231.006, VTCA places certain restrictions on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified below is not a governmental entity or a nonprofit corporation and certifies to the following:

1. The contractor is: (check one)

   ☐ An individual or sole proprietor, or

   ☐ A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

2. The contractor certifies the following is a complete list of the names and social security numbers of either (A) the individual or sole proprietor who is the contractor or (B) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity: (attach additional sheet if necessary).

   (A) Printed Name: _____
   Social Security Number: _____
   (B) Printed Name: _____
   Social Security Number: _____

3. Under the Texas Family Code, §231.006, VTCA the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

4. Printed Name of Contractor: _____
   Printed Name of Authorized Representative: _____
   Signing this Certification: _____
   Signature of Authorized Representative: _____
   Date: _____

FORM A-6: CHILD SUPPORT CERTIFICATION GUIDELINES

Form A-6 is required by Texas Family Code, §231.006, and is designed to certify that anyone applying for funds under this RFP is not a child support obligor (a person who is more than 30 days delinquent). This form is applicable to for-profit corporations, sole proprietors, individuals and partnerships. This form is NOT applicable to Governmental entities and non-profit corporations. These types of entities do not need to complete the form.

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent:	Clinic Site # __ of ___

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site):										
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours				
	☐	V – Child Health	☐	V – Prenatal Medical						
	☐	V-Child Dental	☐	V – Prenatal Dental						
Subcontractor Site:	☐	Yes	☐	No						
Clinic Name to Appear on Website Locator:										
Contact Person:				Phone:						
Location of Site:				Fax:						
Street Address:										
City:		County:		Zip Code:		HSR:				
Pharmacy License #:		TPI #:		NPI#:						

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	HOURS OF OPERATION To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
TUESDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
WEDNESDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
THURSDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
FRIDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
SATURDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
☐ Appointment scheduling on site	☐ Site does client intake and/or eligibility determination
☐ Child Health services provided on site	☐ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
☐ Enrolled as a Texas Health Steps Provider	☐ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: CLINIC SITE FORM INSTRUCTIONS

Complete a separate Clinic Site Form for each clinic site. Information provided on clinic site forms is used to update DSHS websites and public databases, therefore, each clinic form must contain current and accurate information.

Legal Name of Respondent	Respondent's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Service Area	List counties served by that specific clinic site, NOT all counties served by the whole project.
Funding Sources Used to Support this Clinic	From the sources listed, check all sources of funds used to support that specific clinic site.
Subcontractor Site	For each clinic site, indicate whether that particular site is subcontracted by the respondent to another entity for the provision of services.
Clinic Name to Appear on Website Locator	State the name of the clinic as it will appear on the DSHS website locator. (The name should be recognizable to clients.)
Contact Person	Name of contact person for that clinic site.
Phone	Phone number for the clinic.
Location of Site	Clinic location (e.g., Texas Medical Center/Smith Tower)
Fax	Fax number for the clinic.
Street Address	Physical address of clinic.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Pharmacy License #	Pharmacy license number for the clinic (if applicable); otherwise put N/A for Not Applicable.
TPI#	Texas Provider Identifier # for the clinic (if applicable), otherwise N/A.
NPI#	National Provider Identifier # for the clinic (if applicable), or N/A.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of each clinic site for each day of the week broken into morning (e.g., 8:00 a.m. – Noon), afternoon (e.g. 12:01 p.m. – 5:00 p.m.), and evening hours (e.g., 5:01 p.m. – 8:00 p.m.). Indicate days of the week when the clinic is closed (e.g. Tuesday – closed).
Services Provided/Clinic Type	List the type of services provided or type of clinic for each day of the week. For example, Monday = child health clinic, Wednesday = dental clinic, etc. **Legend** -CH-child health, CD-child dental, PM-prenatal medical, PD-prenatal dental.
# Monthly Clinics	List the total number of clinics each month by the day of the week, e.g., Monday = 4 clinics per month; Tuesday = 0 clinics per month, etc.
Total Hours/Month	List the total number of hours of operation per month for each clinic site (e.g., Clinic Site 1 = 128 hours per month; Clinic Site 2 = 160 hours per month, etc.)
Total # Clinics Per Month	List the total number of clinics held per month per clinic site (e.g., Clinic Site 1 = 16, Clinic Site 2 = 20, etc.)

PROGRAM SPECIFICS:

This section of the clinic site form includes questions related to specific DSHS programs. Check the appropriate boxes to indicate what specific services are provided at each clinic site. Services generally vary between clinic sites, so it is essential that accurate service information is reported by respondent in order for DSHS to appropriately monitor services provided. *Important: Any changes in clinic information must be reported **in writing** to the appropriate DSHS Contract Manager in a timely manner. Programmatic or operational changes must be made in accordance with requirements outlined in the DSHS General Provisions at http://www.dshs.state.tx.us/grants/gen-prov.shtm.*

FORM A-8: RESPONDENT SITE READINESS

Legal Business Name of Respondent: _____

Appropriate signage to identify funded entity.	☐	Y	☐	N
Space for clinical and administrative staff?	☐	Y	☐	N
Computer systems with following minimum functionality:				
• Internet Browser – minimum Internet Explorer (IE) 8 or newer	☐	Y	☐	N
• Microsoft Office – minimum Office 2007 Suite or newer	☐	Y	☐	N
• Email Client	☐	Y	☐	N
Locked storage for charts, records, medications and medical supplies	☐	Y	☐	N
Proper disposal for medical waste	☐	Y	☐	N
CLIA certification for level of tests performed	☐	Y	☐	N
Handicap-accessible clinic sites that are geographically close to target population	☐	Y	☐	N
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	☐	Y	☐	N
Appropriate use of interpreter services and language translation (including resources for both).	☐	Y	☐	N
Compliance with Americans with Disabilities Act (ADA) requirements	☐	Y	☐	N
Extended hours and weekend hours for delivery of services, as appropriate.	☐	Y	☐	N

FORM A-8: RESPONDENT SITE READINESS INSTRUCTIONS

Complete the Respondent Site Readiness Form per instructions below. Complete only one form to represent readiness for all clinic sites that will provide Title V services funded through this RFP.

RESPONDENT SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check if clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check if clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Computer systems with following minimum functionality:	This question determines whether responder has adequate computer functionality for clinic sites.
• Internet Browser (minimum IE 8)	Check if clinic computers have internet access (Yes/No).
• Microsoft office (minimum 2007 or newer)	Check if clinic computers have Office 2007 or newer (Yes/No).
• Email Client	Check if clinic computers have email access (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if respondent operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with Americans with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Extended hours and weekend hours for delivery of services, as appropriate.	Check if clinics offer extended hours (i.e., before 8 a.m. or after 5 p.m. on weekdays) and weekend hours that are appropriate for the clients served (Yes/No).

FORM A-9: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: _____

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Department of State Health Services (DSHS) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.

2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.

3. Return 100% of any generated program income to the Title V program that generated the funds.

4. Provide services regardless of client's inability to pay.

5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.

6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.

7. Provide DSHS with access to all data gathered or generated.

8. Agree to share data/information generated by the project, within constraints of confidentiality, with DSHS, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.

9. Grant DSHS rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.

10. Make available for DSHS review, all promotional materials/media to be disseminated in conjunction with this Title V project.

11. Comply with all applicable Title V policies, procedures, and regulations.

12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.

13. Establish orientation and in-service training plan for all project personnel for skills

development and/or continuing education based on an assessment of training needs.

14. Ensure that Title V services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.

15. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.

16. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps module entitled “Overview of Best Practices and Children’s Services” within 90 days of contract execution, and that RNs hired after contract execution complete the module within 90 days of hire.

Authorized Signature **Date**

FORM A-10: RESPONDENT BACKGROUND

Legal Business Name of Respondent: _____

Respondent must provide a narrative description of its organization, staff, systems, and oversight structure (see RESPONDENT BACKGROUND GUIDELINES). Organizational charts, resumes/curriculum vitae, and job descriptions are to be placed following Form A-9 or at the end of the proposal and are not included in the page limit. A maximum of **two (2)** additional pages may be attached if needed for a total of three (3) pages.

FORM A-10: RESPONDENT BACKGROUND GUIDELINES

Respondent must provide a narrative description of its organization, staff, systems and oversight structure in response to the following items, numbering them as indicated:

1. Provide an executive summary describing the organization's vision, mission and values statements, along with a description of how the board of directors is involved in the operations of the organization.

2. Describe past experience(s) providing Child Health, Child Dental, Prenatal Medical, and/or Prenatal Dental services. (Respondent only needs to address the Title V funded service or services for which they are applying.)

3. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the organization.

4. Provide a current organization chart and the resumes/curriculum vitae for the CEO, CFO, Medical Director[1] licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), Dental Director[2] licensed to practice dentistry in Texas (including his/her State of Texas Dental License Number), and Clinical/Program Director. The organization chart must include the appropriate oversight structure (e.g., Board, City Council, County Commissioners, etc.), CEO, CFO, Medical Director, Dental Director and a staffing structure that will support service provision. On the chart, identify the staff who manages clinic operations.

5. Provide job descriptions for the following key employees, i.e., Medical Director[3], Dental Director[4], Clinical/Program Director, eligibility and billing staff, and clinicians.

1 Medical Director is for Child Health and/or Prenatal Medical
2 Dental Medical is for Child Dental and/or Prenatal Dental
3 Medical Director is for Child Health and/or Prenatal Medical
4 Dental Medical is for Child Dental and/or Prenatal Dental

FORM A-11: ASSESSMENT NARRATIVE

Legal Business Name of Respondent: _____

Respondent must provide a narrative description addressing each of the assessment items (see ASSESSMENT NARRATIVE GUIDELINES) associated with the services proposed in this proposal. A maximum of **four** (4) additional pages may be attached if needed for a total of five (5) pages).

FORM A-11: ASSESSMENT NARRATIVE GUIDELINES

Specifically address each of the assessment items listed below associated with the services proposed in this proposal, numbering them as indicated. Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form.

1. Provide brief synopsis of the community as a whole describing in general:
    a. Geographic boundaries (urban or rural, physical environment);
    b. General demographic data (age, gender, ethnicity, etc.);
    c. General socioeconomic data (per capita income, poverty levels, uninsured/underinsured, unemployment, occupational data, etc.); and
    d. General description of community-wide health status (e.g., low birth weight, obesity of children, adolescents and pregnant women, immunization rate, and morbidity/mortality statistics).

2. Describe the target population(s) including:
    a. Geographic service area;
    b. Characteristics of target population (including demographic and socioeconomic data specific to each population);
    c. Target population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
    d. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).

3. Describe gaps in resources and potential barriers to improving health status.

4. Describe any other characteristics of the population(s) you propose to serve or of the proposed service area(s) which make Title V support particularly important?

Section II
Attachment B

Title V Child Health & Child Dental Services Forms

To Be Completed by Child Health & Child Dental Services Respondents Only

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD HEALTH SERVICES

Legal Business Name of Respondent: _____

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Medical Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD DENTAL SERVICES

Legal Business Name of Respondent: _____

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-2 SERVICE DELIVERY PLAN FOR CHILD HEALTH AND CHILD DENTAL SERVICES

Legal Business Name of Respondent: _____

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

FORM B-2: SERVICE DELIVERY PLAN FOR CHILD HEALTH & CHILD DENTAL SERVICES
GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating policies and procedures manual. The service delivery plan must:

1. Summarize the proposed **child health and/or child dental** services. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe service delivery systems, workforce (attach organization chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe the process of assessing client risk factors associated with family violence, substance abuse, and mental health needs.

4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;
   - System utilized to identify and monitor adverse outcomes;

- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: _____

This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form B-3 Guidelines). If you provide services in counties located in different DSHS regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.		
FY14 PROJECTED **Estimated Number of Unduplicated Clients**		
HSR: ☐ 1 ☐ 2/3 ☐4/5N ☐6/5S ☐ 7 ☐ 8 ☐9/10 ☐ 11	Infants 0 - 11 months Children & Adolescents 1 – 21 years	
	Number of Clients	Total $ Amount for all services provided
Child Health (include costs for laboratory and case management)		$
Child Dental		$
GRAND TOTAL* Number of Clients and Dollars Requested		
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐Yes ☐No	Not currently a provider, but am interested in applying: ☐Yes ☐No

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES GUIDELINES

FORM B-3 must be used for Title V proposed child health and dental services only. The form reflects the estimated unduplicated number of the Title V child health and/or child dental eligible clients the respondent proposes to serve, and the total amount estimated to be billed to the Title V Child Health & Child Dental Services program. Complete a separate FORM B-3 for each Health Service Region in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Child Health, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Child Dental enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Child Health & Child Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking “Yes” or “No. If the respondent is not a current provider, check “Yes” or “No” if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM B-4: TITLE V CHILD HEALTH SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Health worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

FORM B-5: TITLE V CHILD DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Dental worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

Section II
Attachment C

Title V Prenatal Medical & Prenatal Dental Services Forms

To Be Completed by Prenatal Medical & Prenatal Dental Services Respondents Only

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL MEDICAL SERVICES

Legal Business Name of Respondent: _____

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Medical Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: _____

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: _____

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating and procedures manual. The service delivery plan must:

1. Summarize the proposed **prenatal medical and/or prenatal dental** services and how respondent will assist patient with the CHIP Perinatal Program application process. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe delivery systems, workforce (attach organizational chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe process of assessing risk factors associated with family violence, substance abuse and mental health needs.

4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract out any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;

- System utilized to identify and monitor adverse outcomes;
- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: _____

<table>
<tr><td colspan="3">This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form C-3 Guidelines).

If you provide services in counties located in different DSHS regions, complete a separate form for <u>each Health Service Region (HSR).</u> Do not complete a separate for each county.</td></tr>
<tr><td colspan="3">FY14 PROJECTED
<u>Estimated Number of Unduplicated Clients</u></td></tr>
<tr><td>HSR: ☐ 1 ☐ 2/3 ☐4/5N ☐6/5S
☐ 7 ☐ 8 ☐9/10 ☐ 11</td><td colspan="2">Pregnant Women</td></tr>
<tr><td></td><td><u>Number of Clients</u></td><td><u>Total $ Amount for all services provided</u></td></tr>
<tr><td>Prenatal Medical (include costs for laboratory and case management)</td><td></td><td>$</td></tr>
<tr><td>Prenatal Dental</td><td></td><td>$</td></tr>
<tr><td>GRAND TOTAL* Number of Clients and Dollars Requested</td><td></td><td></td></tr>
<tr><td>Title V Case Management for Children and Pregnant Woman (TV CPW)</td><td>Currently a provider and interested in continuing:
☐Yes ☐No</td><td>Not currently a provider, but am interested in applying:
☐Yes ☐No</td></tr>
</table>

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL SERVICES CEILING REQUEST AND PERFORMANCE MEASURES GUIDELINES

FORM C-3 must be used for Title V proposed prenatal medical and prenatal dental services only. The form reflects the estimated unduplicated number of Title V prenatal medical and/or prenatal dental eligible clients the respondent proposes to serve and the total amount estimated to be billed to the Title V Prenatal Medical Services program. Complete a separate FORM C-3 for each Health Service Region (HSR) in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Prenatal Medical services, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Prenatal Dental service enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Prenatal Medical & Prenatal Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM C-4: TITLE V PRENATAL MEDICAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Medical worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

FORM C-5: TITLE V PRENATAL DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Dental worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

Section III

APPENDICES

Title V Fee for Services Contracts
Child Health Services
Child Dental Services
Prenatal Medical Services
Prenatal Dental Services
Request for Proposal
Fiscal Year 2014

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: CHS/TV-0554.1
Issued **March 21, 2013**
Due **May 1, 2013**

DRAFT

APPENDICES

APPENDIX A: DSHS ASSURANCES AND CERTIFICATIONS

Note: It is not required that the respondent return the DSHS Assurances and Certifications with the proposal. Some of these Assurances and Certifications may not be applicable to your project. If you have questions, contact the contact person named in this RFP. These assurances and certifications will remain in effect throughout the project period of this solicitation and the term of any contract between respondent and DSHS.

As the duly authorized representative of the respondent, my signature on FORM A: FACE PAGE certifies that the respondent:

1. Is a legal entity legally authorized and in good standing to do business with the State of Texas and has the legal authority to apply for state/federal assistance, and has the institutional, managerial and financial capability and systems (including funds sufficient to pay the non-state/federal share of project costs) to ensure proper planning, management and completion of the project described in this proposal; possesses legal authority to apply for funding; that a resolution, motion or similar action has been duly adopted or passed as an official act of the respondent's governing body, authorizing the filing of the proposal including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized representative of the respondent to act in connection with the proposal and to provide such additional information as may be required;

2. Under Government Code Section 2155.004, is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is incorrect. NOTE: Under Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specification of RFP on which the bid is based;

3. Has a financial system that identifies the source and application of DSHS funds and program income in a unique set of general ledger account numbers, permits preparation of reports required by the contract, permits the tracing of funds expended and program income, allows for the comparison of actual expenditures to budgeted amounts, and maintains accounting records that are supported by verifiable source documents;

4. Will give (and any parent, affiliate, or subsidiary organization, if such a relationship exists, will give) DSHS, HHSC Office of Inspector General, the Texas State Auditor, the Comptroller General of the United States, and if appropriate, the federal government, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

5. Will not supplant funds (i.e. use funds from a contract awarded as a result of this RFP to replace or substitute existing funding from other sources that also supports the activities that

are the subject of the contract), but rather will use funds from the contract to supplement any existing funds currently available for any such activities;

6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;

7. Will ensure that no officer, employee, or member of the respondent's governing body or of the respondent's contractor will vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree;

8. Has not given, offered to give, nor intends to give, at any time hereafter any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, or service to any employee or official of DSHS or HHSC , in connection with this solicitation or procurement; does not have nor will it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under any awarded contract that results from this RFP;

9. Will honor for 90 days after the proposal due date the technical and business terms contained in the proposal;

10. Will initiate the work after receipt of a fully executed contract and will complete it within the contract period;

11. Will not require a client with limited English proficiency to provide or pay for the services of a translator or interpreter;

12. Will identify and document on client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services;

13. Will make every effort to avoid use of any persons under the age of 18 or any family member or friend of a client as an interpreter for essential communications with clients who have limited English proficiency. However, a family member or friend may be used as an interpreter if this is requested by the client and the use of such a person would not compromise the effectiveness of services or violates the client's confidentiality, and the client is advised that a free interpreter is available;

14. Will comply with the Uniform Grant Management Act (UGMA), Texas Government Code, Chapter 783, as amended, and the current Uniform Grant Management Standards (UGMS), issued by the Governor's Budget and Planning Office, applicable Office of Management and Budget Federal Circulars, and if applicable the Federal awarding agency Common Rule and U.S. Department of Health and Human Services Grants Policy Statements, which apply as terms and conditions of any resulting contract. A copy of the UGMS manual and federal references are available upon request;

15. Will remain current in its payment of franchise tax or is exempt from payment of franchise taxes, if applicable;

16. Will comply, if applicable, with Texas Family Code, § 231.006, regarding Child Support, and

certifies that it is not ineligible to receive payment if awarded a contract, and acknowledges that any resulting contract may be terminated and payment may be withheld if this certification is inaccurate;

17. Will comply with the non-discriminatory requirements of Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age;

18. Will not charge a fee or profit. A profit and/or fee are considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance project;

19. Will comply with all applicable requirements of all other state/federal laws, executive orders, regulations, and policies governing this program;

20. In accordance with 2 CFR Part 376 and 180 (parts A-I), as the primary participant, and any of the primary participant's principals (collectively, participants):
    A. are not presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions by any federal department or agency;
    B. have not within a 3-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 private or public (federal, state, or local) transaction or contract under a private or public transaction; violation of federal or state antitrust statutes (including those proscribing price fixing between competitors, allocation of customers between competitors and bid rigging) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the participant's present responsibility;
    C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification;
    D. have not within a 3-year period preceding this proposal/proposal had one or more public transactions (federal, state, or local) terminated for cause or default; and
    E. has not (nor has its representative nor any person acting for the representative) (1) violated the antitrust laws codified by Chapter 15, Texas Business & Commercial Code , or the federal antitrust laws; or (2) directly or indirectly communicated the bid to a competitor or other person engaged in the same line of business.

    Should the respondent not be able to provide this certification (by signing the FACE PAGE Form), an explanation should be placed after this form in the proposal response;

    The respondent agrees by submitting this proposal that the respondent will include, without modification, the certifications in subparagraphs A through E of this paragraph in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions;

21. Will comply with Title 31, USC §1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," which generally prohibits recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the executive or legislative branches of the federal government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (non-appropriated) funds. These requirements apply to grants and

cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93):

A. 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 any 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;

B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agent, 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 respondent must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," (SF-LLL) in accordance with its instructions. SF-LLL and continuation sheet are available upon request from the Department of State Health Services; and

C. The language of this certification must 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 subrecipients must certify and disclose accordingly;

This certification is a material representation of fact upon 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 31 USC §1352. Any person who fails to file the required certification must be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure;

22. Is in good standing with the Internal Revenue Service on any debt owed;

23. Affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication or been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime;

24. Is in good standing with all state and/or federal departments or agencies that have a contracting relationship with the respondent;

25. Will comply with all statutes and standards of general applicability. It is Respondent's responsibility to review and comply with all applicable statutes, rules, regulations, executive orders and policies. Respondent will carry out the terms of this Contract in a manner that is in compliance with the provisions set forth below. To the extent such provisions are applicable to respondent, respondent will comply with the following:

a) The following statutes, rules, regulations and DSHS policies, and any of their subsequent amendments that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief, or religion: 1) Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 U.S.C.A. §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 794(a); 4) the Americans with Disabilities Act of 1990, 42 U.S.C.A. §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 U.S.C.A. §§ 6101-6107: 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C.A. § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91 or CFR Part 15; 8) TEX. LAB. CODE. ch. 21; 9) Food Stamp Act of 1977 (7 USC

§200 et seq); 10) US Department of Labor, Equal Opportunity E.O. 11246, as amended and supplemented; 11) Executive Order 13279 and 45 CFR Part 87 or 7 CFR Part 16 (regarding equal treatment and opportunity for religious organizations; 12) DSHS Policy AA-5018, Non-discrimination Policies and Procedures for DSHS Programs; and13) any other nondiscrimination provision in specific statutes under which application for federal or state assistance is being made, which prohibits exclusion from or limitation of participation in programs, benefits, or activities, or denial of any aid, care, service or other benefit;

b) Drug Abuse Office and Treatment Act of 1972, 21 U.S.C.A. §§ 1101 et seq., relating to drug abuse;
c) Public Health Service Act of 1912, §§ 523 and 527, 42 U.S.C.A. § 290dd-2, and 42 C.F.R. pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
d) Title VIII of the Civil Rights Act of 1968, 42 U.S.C.A. §§ 3601 et seq., relating to nondiscrimination in housing;
e) Immigration Reform and Control Act of 1986, 8 U.S.C.A. § 1324a, regarding employment verification;
f) Pro-Children Act of 1994, 20 U.S.C.A. §§ 6081-6084, regarding the non-use of all tobacco products;
g) National Research Service Award Act of 1971, 42 U.S.C.A. §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding human subjects involved in research;
h) Hatch Political Activity Act, 5 U.S.C.A. §§ 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
i) Fair Labor Standards Act, 29 U.S.C.A. §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 U.S.C.A. §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
J) TEX. GOV'T CODE ch. 469 (Supp. 2004), pertaining to eliminating architectural barriers for persons with disabilities;
k) Texas Workers' Compensation Act, TEX. LABOR CODE, chs. 401-406 28 TEX. ADMIN. CODE pt. 2, regarding compensation for employees' injuries;
l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code ch. 96 regarding safety standards for handling blood borne pathogens;
n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
o) Environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq; 6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§ 7401 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting certain rivers

system; and 11) Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763 regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 C.F.R. Part 900, Subpart F);
q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
r) Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements;
s) Assist DSHS in complying the National Historic Preservation Act of 1966, §106 (16 U.S.C. § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.) regarding historic property;
t) Financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations; "and
u) requirements of any other applicable state and federal statutes, executive orders, regulations, rules, and policies.

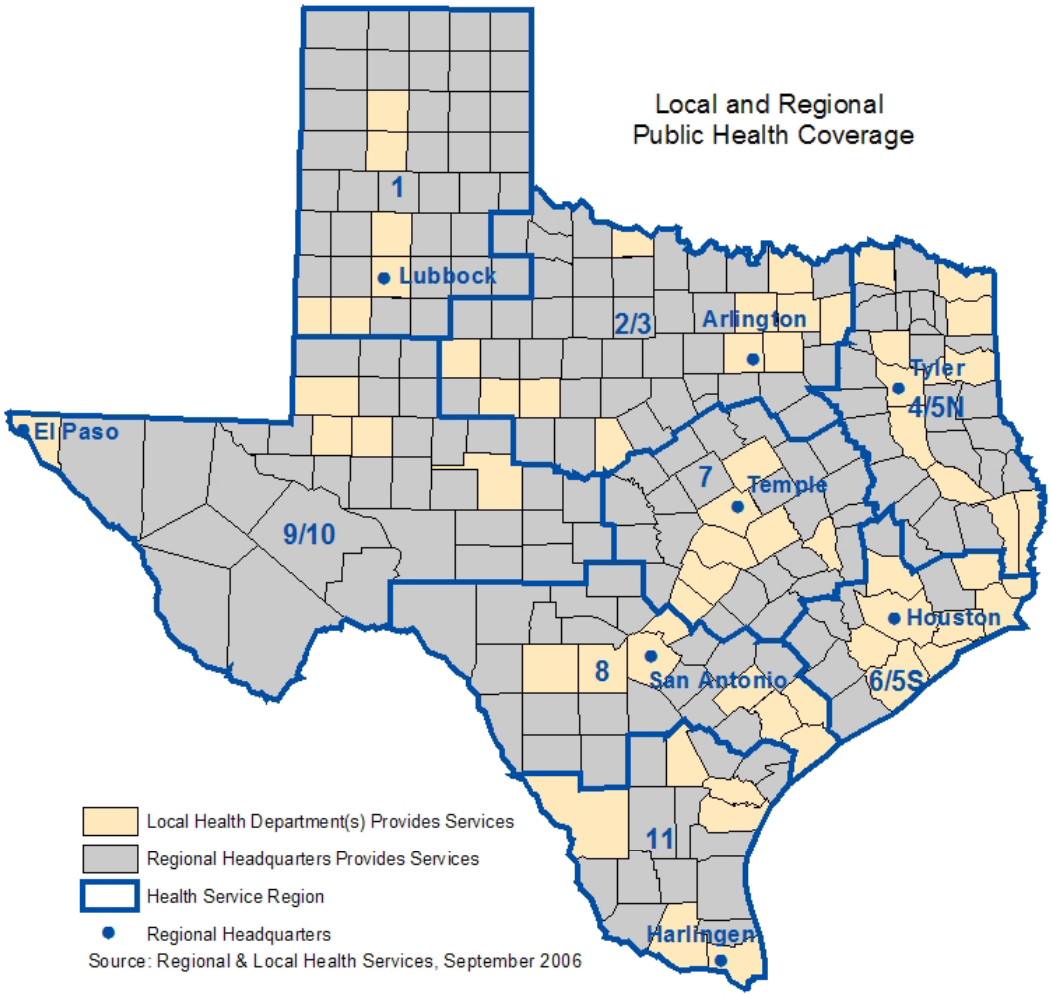
If this contract is funded by a grant, additional state or federal requirements found in the Notice of Grant Award may be imposed on respondent;

26. Under §§2155.006 and 2261.053, Government Code, is not ineligible to receive a contract under this RFP and acknowledges that any contract may be terminated and payment withheld if this certification is inaccurate. Sections 2155.006 and 2261.053 relate to violations of federal law in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or certain other disasters;

27. Affirms that the statements in these assurances and certifications are true, accurate, and complete (to the best of respondent's and its authorized representative's knowledge and belief), and agrees to comply with the DSHS terms and conditions if an award is issued as a result of this proposal. Willful provision of false information is a criminal offense. Any person making any false, fictitious, or fraudulent statement may, in addition to other remedies available, be subject to civil penalties.

DRAFT

APPENDIX B
DSHS MAP OF HEALTH SERVICE REGIONS



APPENDIX C: GENERAL PROVISIONS

The Subrecipient General Provisions can be found at the following link:
http://www.dshs.state.tx.us/grants/gen-prov.shtm.

DRAFT

Attachment F - Grantee's Response to Solicitation No. CHS/TV 0554.1

TEXAS Department of State Health Services

Department of State Health Services

FORM A-1: FACE PAGE

Proposal for Financial Assistance – RFP # CHS/TV-0554.1

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION			
1) LEGAL BUSINESS NAME:	Hidalgo County		
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):		Check if address change	☐
	1304 S. 25th Ave. Edinburg, Hidalgo, Tx 78542		
3) PAYEE Name and Mailing Address (if different from above):		Check if address change	☐
	Norma Garcia, County Treasure 2810 S. Business 281, Edinburg, Hidalgo, Tx 78539		
4) Federal Tax ID No. (9 digit), State of Texas Comptroller Vendor ID No. (14 digit) or Social Security Number (9 digit) : DUNS Number	746000717 10-311-0834		

The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

5) Medicaid Provider Number: 1932146836	OR	Date Medicaid Application Submitted & TMHP Ticket #:

6) TYPE OF ENTITY (check all that apply):

	☐ City	☐	Nonprofit Organization*	☐	Individual
	X County	☐	For Profit Organization*	☐	FQHC
	☐ Other Political Subdivision	☐	HUB Certified	☐	State Controlled Institution of Higher Learning
	☐ State Agency	☐	Community-Based Organization	☐	Hospital
	☐ Indian Tribe	☐	Minority Organization	☐	Private
		☐	Faith Based (Nonprofit Org)	☐	Other (specify):

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD:	Start Date: 9/1/13	End Date: 8/31/14

8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).

9) AMOUNT OF FUNDING REQUESTED	V-CH & CD: $ 34,833.00	
	V-PM & PD $ 165,909.00	11) PROJECT CONTACT PERSON
10) PROJECTED EXPENDITURES	$ 2,384,582.00	Name: Eduardo Olivarez Phone: 956-383-6221 Fax: 956-383-3229 E-mail: eddie.olivarez@hchd.org
Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? ** Yes X No ☐ ***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non project-related DSHS funds.*		12) FINANCIAL OFFICER Name: Raymundo Eufracio Phone: 956-318-2511 Fax: 956-318-2577 E-mail: ray.eufracio@auditor.co.hidalgo.tx.us

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE	Check if change ☐	14) SIGNATURE OF AUTHORIZED REPRESENTATIVE
Name: Ramon Garcia Title: County Judge Phone: 956-318-2600 Fax: 956-318-2699 E-mail: ramon.garcia@hidalgo,tx.us		Ramon Garcia 15) DATE 4/2/13

APPROVED BY COMMISSIONERS' COURT ON: 4/2/13

FORM A-1: B Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent: Hidalgo County

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐ 4/5N	Culberson	☐ 9/10	Hemphill	☐ 01	Mason	☐ 9/10	Scurry	☐ 2/3		
Andrews	☐ 9/10	**-D-**		Henderson	☐ 4/5N	Matagorda	☐ 6/5S	Shackelford	☐ 2/3		
Angelina	☐ 4/5N	Dallam	☐ 01	Hidalgo	√ 11	Maverick	☐ 08	Shelby	☐ 4/5N		
Aransas	☐ 11	Dallas	☐ 2/3	Hill	☐ 07	McCulloch	☐ 9/10	Sherman	☐ 01		
Archer	☐ 2/3	Dawson	☐ 9/10	Hockley	☐ 01	McLennan	☐ 07	Smith	☐ 4/5N		
Armstrong	☐ 01	Deaf Smith	☐ 01	Hood	☐ 2/3	McMullen	☐ 11	Somervell	☐ 2/3		
Atascosa	☐ 08	Delta	☐ 4/5N	Hopkins	☐ 4/5N	Medina	☐ 08	Starr	☐ 11		
Austin	☐ 6/5S	Denton	☐ 2/3	Houston	☐ 4/5N	Menard	☐ 9/10	Stephens	☐ 2/3		
-B-		DeWitt	☐ 08	Howard	☐ 9/10	Midland	☐ 9/10	Sterling	☐ 09		
Bailey	☐ 01	Dickens	☐ 01	Hudspeth	☐ 9/10	Milam	☐ 07	Stonewall	☐ 2/3		
Bandera	☐ 08	Dimmit	☐ 08	Hunt	☐ 2/3	Mills	☐ 07	Sutton	☐ 9/10		
Bastrop	☐ 07	Donley	☐ 01	Hutchinson	☐ 01	Mitchell	☐ 2/3	Swisher	☐ 01		
Baylor	☐ 2/3	Duval	☐ 11	**-I-**		Montague	☐ 2/3	**-T-**			
Bee	☐ 11	**-E-**		Irion	☐ 9/10	Montgomery	☐ 6/5S	Tarrant	☐ 2/3		
Bell	☐ 07	Eastland	☐ 2/3	**-J-**		Moore	☐ 01	Taylor	☐ 2/3		
Bexar	☐ 08	Ector	☐ 9/10	Jack	☐ 2/3	Morris	☐ 4/5N	Terrell	☐ 9/10		
Blanco	☐ 07	Edwards	☐ 08	Jackson	☐ 08	Motley	☐ 01	Terry	☐ 01		
Borden	☐ 9/10	Ellis	☐ 2/3	Jasper	☐ 4/5N	**-N-**		Throckmorton	☐ 2/3		
Bosque	☐ 07	El Paso	☐ 9/10	Jeff Davis	☐ 9/10	Nacogdoches	☐ 4/5N	Titus	☐ 4/5N		
Bowie	☐ 4/5N	Erath	☐ 2/3	Jefferson	☐ 6/5S	Navarro	☐ 2/3	Tom Green	☐ 9/10		
Brazoria	☐ 6/5S	**-F-**		Jim Hogg	☐ 11	Newton	☐ 4/5N	Travis	☐ 07		
Brazos	☐ 07	Falls	☐ 07	Jim Wells	☐ 11	Nolan	☐ 2/3	Trinity	☐ 4/5N		
Brewster	☐ 9/10	Fannin	☐ 2/3	Johnson	☐ 2/3	Nueces	☐ 11	Tyler	☐ 4/5N		
Briscoe	☐ 01	Fayette	☐ 07	Jones	☐ 2/3	**-O-**		**-U-**			
Brooks	☐ 11	Fisher	☐ 2/3	**-K-**		Ochiltree	☐ 01	Upshur	☐ 4/5N		
Brown	☐ 2/3	Floyd	☐ 01	Karnes	☐ 08	Oldham	☐ 01	Upton	☐ 9/10		
Burleson	☐ 07	Foard	☐ 2/3	Kaufman	☐ 2/3	Orange	☐ 6/5S	Uvalde	☐ 08		
Burnet	☐ 07	Fort Bend	☐ 6/5S	Kendall	☐ 08	**-P-**		**-V-**			
-C-		Franklin	☐ 4/5N	Kenedy	☐ 11	Palo Pinto	☐ 2/3	Val Verde	☐ 08		
Caldwell	☐ 07	Freestone	☐ 07	Kent	☐ 2/3	Panola	☐ 4/5N	Van Zandt	☐ 4/5N		
Calhoun	☐ 08	Frio	☐ 08	Kerr	☐ 08	Parker	☐ 2/3	Victoria	☐ 08		
Callahan	☐ 2/3	**-G-**		Kimble	☐ 9/10	Parmer	☐ 01	**-W-**			
Cameron	☐ 11	Gaines	☐ 9/10	King	☐ 01	Pecos	☐ 9/10	Walker	☐ 6/5S		
Camp	☐ 4/5N	Galveston	☐ 6/5S	Kinney	☐ 08	Polk	☐ 4/5N	Waller	☐ 6/5S		
Carson	☐ 01	Garza	☐ 01	Kleberg	☐ 11	Potter	☐ 01	Ward	☐ 9/10		
Cass	☐ 4/5N	Gillespie	☐ 08	Knox	☐ 2/3	Presidio	☐ 9/10	Washington	☐ 07		
Castro	☐ 01	Glasscock	☐ 9/10	**-L-**		**-R-**		Webb	☐ 11		
Chambers	☐ 6/5S	Goliad	☐ 08	Lamar	☐ 4/5N	Rains	☐ 4/5N	Wharton	☐ 6/5S		
Cherokee	☐ 4/5N	Gonzales	☐ 08	Lamb	☐ 01	Randall	☐ 01	Wheeler	☐ 01		
Childress	☐ 01	Gray	☐ 01	Lampasas	☐ 07	Reagan	☐ 9/10	Wichita	☐ 2/3		
Clay	☐ 2/3	Grayson	☐ 2/3	La Salle	☐ 08	Real	☐ 08	Wilbarger	☐ 2/3		
Cochran	☐ 01	Gregg	☐ 4/5N	Lavaca	☐ 08	Red River	☐ 4/5N	Willacy	☐ 11		
Coke	☐ 9/10	Grimes	☐ 07	Lee	☐ 07	Reeves	☐ 9/10	Williamson	☐ 07		
Coleman	☐ 2/3	Guadalupe	☐ 08	Leon	☐ 07	Refugio	☐ 11	Wilson	☐ 08		
Collin	☐ 2/3	**-H-**		Liberty	☐ 6/5S	Roberts	☐ 01	Winkler	☐ 9/10		
Collingsworth	☐ 01	Hale	☐ 01	Limestone	☐ 07	Robertson	☐ 07	Wise	☐ 2/3		
Colorado	☐ 6/5S	Hall	☐ 01	Lipscomb	☐ 01	Rockwall	☐ 2/3	Wood	☐ 4/5N		
Comal	☐ 08	Hamilton	☐ 07	Live Oak	☐ 11	Runnels	☐ 2/3	**-Y-**			
Comanche	☐ 2/3	Hansford	☐ 01	Llano	☐ 07	Rusk	☐ 4/5N	Yoakum	☐ 01		
Concho	☐ 9/10	Hardeman	☐ 2/3	Loving	☐ 9/10	**-S-**		Young	☐ 2/3		
Cooke	☐ 2/3	Hardin	☐ 6/5S	Lubbock	☐ 01	Sabine	☐ 4/5N	**-Z-**			
Coryell	☐ 07	Harris	☐ 6/5S	Lynn	☐ 01	San Augustine	☐ 4/5N	Zapata	☐ 11		
Cottle	☐ 2/3	Harrison	☐ 4/5N	**-M-**		San Jacinto	☐ 4/5N	Zavala	☐ 08		
Crane	☐ 9/10	Hartley	☐ 01	Madison	☐ 07	San Patricio	☐ 11				
Crockett	☐ 9/10	Haskell	☐ 2/3	Marion	☐ 4/5N	San Saba	☐ 07				

FORM A-1: C Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent: Hidalgo County

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐ 4/5N	Culberson	☐ 9/10	Hemphill	☐ 01	Mason	☐ 9/10	Scurry	☐ 2/3		
Andrews	☐ 9/10	-D-		Henderson	☐ 4/5N	Matagorda	☐ 6/5S	Shackelford	☐ 2/3		
Angelina	☐ 4/5N	Dallam	☐ 01	Hidalgo	√ 11	Maverick	☐ 08	Shelby	☐ 4/5N		
Aransas	☐ 11	Dallas	☐ 2/3	Hill	☐ 07	McCulloch	☐ 9/10	Sherman	☐ 01		
Archer	☐ 2/3	Dawson	☐ 9/10	Hockley	☐ 01	McLennan	☐ 07	Smith	☐ 4/5N		
Armstrong	☐ 01	Deaf Smith	☐ 01	Hood	☐ 2/3	McMullen	☐ 11	Somervell	☐ 2/3		
Atascosa	☐ 08	Delta	☐ 4/5N	Hopkins	☐ 4/5N	Medina	☐ 08	Starr	☐ 11		
Austin	☐ 6/5S	Denton	☐ 2/3	Houston	☐ 4/5N	Menard	☐ 9/10	Stephens	☐ 2/3		
-B-		DeWitt	☐ 08	Howard	☐ 9/10	Midland	☐ 9/10	Sterling	☐ 09		
Bailey	☐ 01	Dickens	☐ 01	Hudspeth	☐ 9/10	Milam	☐ 07	Stonewall	☐ 2/3		
Bandera	☐ 08	Dimmit	☐ 08	Hunt	☐ 2/3	Mills	☐ 07	Sutton	☐ 9/10		
Bastrop	☐ 07	Donley	☐ 01	Hutchinson	☐ 01	Mitchell	☐ 2/3	Swisher	☐ 01		
Baylor	☐ 2/3	Duval	☐ 11	-I-		Montague	☐ 2/3	-T-			
Bee	☐ 11	-E-		Irion	☐ 9/10	Montgomery	☐ 6/5S	Tarrant	☐ 2/3		
Bell	☐ 07	Eastland	☐ 2/3	-J-		Moore	☐ 01	Taylor	☐ 2/3		
Bexar	☐ 08	Ector	☐ 9/10	Jack	☐ 2/3	Morris	☐ 4/5N	Terrell	☐ 9/10		
Blanco	☐ 07	Edwards	☐ 08	Jackson	☐ 08	Motley	☐ 01	Terry	☐ 01		
Borden	☐ 9/10	Ellis	☐ 2/3	Jasper	☐ 4/5N	-N-		Throckmorton	☐ 2/3		
Bosque	☐ 07	El Paso	☐ 9/10	Jeff Davis	☐ 9/10	Nacogdoches	☐ 4/5N	Titus	☐ 4/5N		
Bowie	☐ 4/5N	Erath	☐ 2/3	Jefferson	☐ 6/5S	Navarro	☐ 2/3	Tom Green	☐ 9/10		
Brazoria	☐ 6/5S	-F-		Jim Hogg	☐ 11	Newton	☐ 4/5N	Travis	☐ 07		
Brazos	☐ 07	Falls	☐ 07	Jim Wells	☐ 11	Nolan	☐ 2/3	Trinity	☐ 4/5N		
Brewster	☐ 9/10	Fannin	☐ 2/3	Johnson	☐ 2/3	Nueces	☐ 11	Tyler	☐ 4/5N		
Briscoe	☐ 01	Fayette	☐ 07	Jones	☐ 2/3	-O-		-U-			
Brooks	☐ 11	Fisher	☐ 2/3	-K-		Ochiltree	☐ 01	Upshur	☐ 4/5N		
Brown	☐ 2/3	Floyd	☐ 01	Karnes	☐ 08	Oldham	☐ 01	Upton	☐ 9/10		
Burleson	☐ 07	Foard	☐ 2/3	Kaufman	☐ 2/3	Orange	☐ 6/5S	Uvalde	☐ 08		
Burnet	☐ 07	Fort Bend	☐ 6/5S	Kendall	☐ 08	-P-		-V-			
-C-		Franklin	☐ 4/5N	Kenedy	☐ 11	Palo Pinto	☐ 2/3	Val Verde	☐ 08		
Caldwell	☐ 07	Freestone	☐ 07	Kent	☐ 2/3	Panola	☐ 4/5N	Van Zandt	☐ 4/5N		
Calhoun	☐ 08	Frio	☐ 08	Kerr	☐ 08	Parker	☐ 2/3	Victoria	☐ 08		
Callahan	☐ 2/3	-G-		Kimble	☐ 9/10	Parmer	☐ 01	-W-			
Cameron	☐ 11	Gaines	☐ 9/10	King	☐ 01	Pecos	☐ 9/10	Walker	☐ 6/5S		
Camp	☐ 4/5N	Galveston	☐ 6/5S	Kinney	☐ 08	Polk	☐ 4/5N	Waller	☐ 6/5S		
Carson	☐ 01	Garza	☐ 01	Kleberg	☐ 11	Potter	☐ 01	Ward	☐ 9/10		
Cass	☐ 4/5N	Gillespie	☐ 08	Knox	☐ 2/3	Presidio	☐ 9/10	Washington	☐ 07		
Castro	☐ 01	Glasscock	☐ 9/10	-L-		-R-		Webb	☐ 11		
Chambers	☐ 6/5S	Goliad	☐ 08	Lamar	☐ 4/5N	Rains	☐ 4/5N	Wharton	☐ 6/5S		
Cherokee	☐ 4/5N	Gonzales	☐ 08	Lamb	☐ 01	Randall	☐ 01	Wheeler	☐ 01		
Childress	☐ 01	Gray	☐ 01	Lampasas	☐ 07	Reagan	☐ 9/10	Wichita	☐ 2/3		
Clay	☐ 2/3	Grayson	☐ 2/3	La Salle	☐ 08	Real	☐ 08	Wilbarger	☐ 2/3		
Cochran	☐ 01	Gregg	☐ 4/5N	Lavaca	☐ 08	Red River	☐ 4/5N	Willacy	☐ 11		
Coke	☐ 9/10	Grimes	☐ 07	Lee	☐ 07	Reeves	☐ 9/10	Williamson	☐ 07		
Coleman	☐ 2/3	Guadalupe	☐ 08	Leon	☐ 07	Refugio	☐ 11	Wilson	☐ 08		
Collin	☐ 2/3	-H-		Liberty	☐ 6/5S	Roberts	☐ 01	Winkler	☐ 9/10		
Collingsworth	☐ 01	Hale	☐ 01	Limestone	☐ 07	Robertson	☐ 07	Wise	☐ 2/3		
Colorado	☐ 6/5S	Hall	☐ 01	Lipscomb	☐ 01	Rockwall	☐ 2/3	Wood	☐ 4/5N		
Comal	☐ 08	Hamilton	☐ 07	Live Oak	☐ 11	Runnels	☐ 2/3	-Y-			
Comanche	☐ 2/3	Hansford	☐ 01	Llano	☐ 07	Rusk	☐ 4/5N	Yoakum	☐ 01		
Concho	☐ 9/10	Hardeman	☐ 2/3	Loving	☐ 9/10	-S-		Young	☐ 2/3		
Cooke	☐ 2/3	Hardin	☐ 6/5S	Lubbock	☐ 01	Sabine	☐ 4/5N	-Z-			
Coryell	☐ 07	Harris	☐ 6/5S	Lynn	☐ 01	San Augustine	☐ 4/5N	Zapata	☐ 11		
Cottle	☐ 2/3	Harrison	☐ 4/5N	-M-		San Jacinto	☐ 4/5N	Zavala	☐ 08		
Crane	☐ 9/10	Hartley	☐ 01	Madison	☐ 07	San Patricio	☐ 11				
Crockett	☐ 9/10	Haskell	☐ 2/3	Marion	☐ 4/5N	San Saba	☐ 07				

FORM A-2: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent: Hidalgo County

This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted. ***Except as indicated, complete and include each form, and be sure to indicate page number.***

FORM	DESCRIPTION	Included	Page #	Not Applicable
	Section II – Attachment A : Required for All Respondents			
A-1	Face Page - completed, signed & dated	√		
A-1:B	Title V Child Health & Child Dental Services, Texas Counties and Regions List behind A-1	√		☐
A-1:C	Title V Prenatal Medical & Prenatal Dental Services, Texas Counties and Regions List behind A-1	√		☐
A-2	Proposal Table of Contents and Checklist	√		
A-3	Administrative Information - with supplemental documentation attached, if required	√		
A-4	Exception Form	√		
A-5	Historically Underutilized Business (HUB) Forms including Subcontracting Plan and Progress Report			√
A-6	Child Support Certification (non-profit and governmental entities exempt)			√
A-7	Clinic Sites - complete a separate form for each clinic site	√		
A-8	Respondent Site Readiness	√		
A-9	Title V Fee for Services Program Assurances	√		
A-10	Respondent Background	√		
A-11	Assessment Narrative	√		
	Section II – Attachment B: Required for Child Health & Child Dental Services Respondents			
B-1	Contact Person Information	√		☐
B-2	Service Delivery Plan	√		☐
B-3	Ceiling Request and Performance Measures	√		☐
	Section II – Attachment C: Required for Prenatal Medical & Prenatal Dental Services Respondents			
C-1	Contact Person Information	√		☐
C-2	Service Delivery Plan	√		☐
C-3	Ceiling Request and Performance Measures	√		☐

FORM A-3: ADMINISTRATIVE INFORMATION

This form provides information regarding identification and contract history of the respondent, executive management, project management, governing board members, and/or principal officers. Respond to each request for information ***or provide the required supplemental document behind this form.*** *If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*

NOTE: Administrative Information may be used in screening and/or evaluating proposals.

Legal Business Name of Respondent: Hidalgo County

Identifying Information

1. **The respondent must attach the following information:**

   If a Governmental Entity

   - Ramon Garcia, Hidalgo County Judge 302 W. University Drive Edinburg, Texas 78539

   If a Nonprofit or For Profit Entity

   - Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members of the Board of Directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).
   - Full names (last, first, middle), and addresses for each partner, officer, and director as well as the full names and addresses for each person who owns five percent (5%) or more of the stock if respondent is a for-profit entity.

2. **Is respondent a nonprofit organization?**

   ☐ **YES** X **NO**

   If YES, respondent must include evidence of its nonprofit status with the proposal. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.

   ☐ (a) A copy of a currently valid IRS exemption certificate.

   ☐ (b) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the respondent organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.

   ☐ (c) A copy of the organization's certificate of information or similar document if it clearly establishes the nonprofit status of the organization.

   ☐ (d) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the respondent organization is a local nonprofit affiliate.

FORM A-3: ADMINISTRATIVE INFORMATION continued

Conflict of Interest and Contract History

The respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts include an existing or potential business or personal relationship between the respondent, its principal, or any affiliate or subcontractor, with DSHS, the Health and Human Services Commission, or any other entity or person involved in any way in any project that is the subject of this RFP. Similarly, any existing or potential personal or business relationship between the respondent, the principals, or any affiliate or subcontractor, with any employee of DSHS, or the Health and Human Services Commission must be disclosed. Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by DSHS that a conflict of interest exists, the respondent may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specifications or the RFP on which the bid is based.

3. **Does anyone in the respondent organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFP?**

   ☐ **YES** √ **NO**

   If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

4. **Will any person who received compensation from DSHS or Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFP participate financially with respondent as a result of an award under this RFP?**

   ☐ **YES** √ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

5. **Will any provision of services or other performance under any contract that may result from this RFP constitute an actual or potential conflict of interest or create the appearance of impropriety?**

   ☐ **YES** √ **NO**

   If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

6. **Are any current or former employees of the respondent current or former employees of DSHS or HHSC (within the last 24 months)?**

   ☐ **YES** √ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

7. **Are any proposed personnel related to any current or former employees of DSHS or HHSC?**

   ☐ **YES** √ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

8 **Has any member of respondent's executive management, project management, governing board or principal officers been employed by DSHS or HHSC 24 months prior to the proposal due date?**

☐ **YES** X **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

9. **If the respondent is a private nonprofit organization, does the executive director or other staff serve as voting members on the organizations governing board?**

☐ **YES** √ **NO**

10. **Is respondent or any member of respondent's executive management, project management, board members or principal officers:**
- Delinquent on any state, federal or other debt;
- Affiliated with an organization which is delinquent on any state, federal or other debt; or
- In default on an agreed repayment schedule with any funding organization?

☐ **YES** √ **NO**

If YES, please explain. (Attach no more than one additional page.)

11. **Has the respondent had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?**

☐ **YES** √ **NO**

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

12. **Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?**

☐ **YES** √ **NO**

If YES, please explain. (Attach no more than one additional page.)

13. **Has respondent had a contract with DSHS within the past 24 months?**

X **YES** ☐ **NO**

If YES, list the DSHS contract and attachment number(s):

DSHS Contract Number(s)

2013-041204-001	2013-041204-005
2013-041204-002	2013-041204-006
2013-041204-003	2013-042404-001
2013-041204-004	2013-042399-001

If NO, respondent must be able to demonstrate fiscal solvency. *Submit a copy of the organization's most recently audited balance sheet, statement of income and expenses and accompanying financial footnotes. If an organization does not have audited financial statements, submit a copy of the organization's most recent IRS Form 990 and an explanation why an audited financial statement is not available. DSHS will review the*

documents that are submitted and may, at its sole discretion, reject the proposal on the grounds of the respondent's financial capability.

ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO FORM A-3, SHOULD BE INSERTED HERE.

FORM A-3-1: GOVERNMENTAL ENTITY
Authorized Officials
Legal Business Name of Hidalgo County

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

Name:	Eduardo Olivarez		**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer		1304 S. 25th Ave.
Phone:	956-383-6221	Ext. 223	Edinburg, Hidalgo, Tx 78542
Fax:	956-383-3229		
Email:	eddie.olivarez@hchd.org		
Name:	Ivan Melendez		**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Physician		1304 S. 25th Ave.
Phone:	956-383-6221	Ext. 235	Edinburg, Hidalgo, Tx 78542
Fax:	956-383-8864		
Email:			
Name:	Lydia Serna		**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director of Nursing		1304 S. 25th Ave.
Phone:	956-383-6221	Ext.235	Edinburg, Hidalgo, Tx 78542
Fax:	956-383-8864		
Email:	lydia.serna@hchd.org		
Name:	Miguel Escaname		**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Financial Officer		1304 S. 25th Ave.
Phone:	956-383-6221	Ext.222	Edinburg, Hidalgo, Tx 78542
Fax:	956-383-3229		
Email:	mike.escaname@hchd.org		
Name:			**Mailing Address (incl. street, city, county, state, & zip):**
Title:			
Phone:		Ext.	
Fax:			
Email:			
Name:			**Mailing Address (incl. street, city, county, state, & zip):**
Phone:		Ext.	
Fax:			
Email:			

FORM A-3-2: NONPROFIT OR FOR-PROFIT ENTITY

Board of Directors and Principal Officers

Legal Business Name of Hidalgo County

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).In addition, if entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock.

Name: N/A Title: Phone: Ext. Fax: Email:	Mailing Address (incl. street, city, county, state, & zip):
Name: Title: Phone: Ext. Fax: Email:	Mailing Address (incl. street, city, county, state, & zip):
Name: Title: Phone: Ext. Fax: Email:	Mailing Address (incl. street, city, county, state, & zip):
Name: Title: Phone: Ext. Fax: Email:	Mailing Address (incl. street, city, county, state, & zip):
Name: Title: Phone: Ext. Fax: Email:	Mailing Address (incl. street, city, county, state, & zip):

FORM A-4: EXCEPTIONS FORM

FORM E: EXCEPTIONS FORM

RFP # CHS/TV-0554.1

This is the approved format for the respondent to: (1) state that no exceptions are being made to the requirements, terms, conditions, or certifications in the RFP or attachments, addendums, or revisions to the RFP or General Provisions, or (2) list all exceptions to any requirements, terms conditions, certifications or deliverables in the RFP or General Provisions.

Respondent must submit this form with their response.

Instructions:

- If no exceptions are being requested to any issue of the RFP, respondent must check the 'no exception' box below and leave the table blank.
- If exceptions are being requested, use the table below and fill in all columns for each exception.
- Ensure the RFP section number and page number or the number of the term or condition of the issue is stated.
- Ensure each exception is described fully or by reference to the exact location within the proposal and/or general provisions.
- Ensure it is stated whether the exception is part of a proposal deliverable with a clear citation to the deliverable.
- Provide an explanation of why the exception is being proposed, and any alternatives being proposed to the issue in the RFP.
- Add more table lines as necessary.
- If more space for explanations or alternatives is reasonably needed, list the exception on this form and reference the attached page(s) – Ensure each attached page clearly identifies the line item it refers to.
- Any alternatives may also be embedded in the proposal narrative as appropriate to make the narrative clear, but in the proposal narrative the exception must be noted with the line item number on this form.

√ **If no exceptions are being requested, check this box and leave the table below blank**

FORM A-4: EXCEPTIONS FORM

RFP # *CHS/TV-0554.1*

TABLE OF EXCEPTIONS N/A

Exception No.	RFP Section No. and Page No. or no. of term or condition in the general provisions to which exception is requested	Full description of exception requested or reference to exact location of full description if found elsewhere in proposal and/or general provisions.	State if the exception is part of a proposal deliverable with a clear citation to the deliverable	Explanation of why the exception is being proposed and any proposed alternatives to the issue
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

FORM A-5: HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Rev. 02/12

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

❖ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- ☐ Section 2 c. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements",**
complete:

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – No
- ☐ Section 4 – Affirmation
- ☐ GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:**

- √ Section 1 – Respondent and Requisition Information
- √ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- √ Section 3 – Self Performing Justification
- √ Section 4 – Affirmation

*__Continuous Contract:__ *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders contracts,***
- ***32.7 percent for all special trade construction contracts,***
- ***23.6 percent for professional services contracts,***
- ***24.6 percent for all other services contracts, and***
- ***21 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Please READ thoroughly when completing this HUB (HSP) Plan: you must: First, find the method that applies to you; see the HSP Quick Checklist to make this determination.

- If using Method B, you must comply with ALL sections of B3 and attach supporting documentation (e.g., notifications, emails, phone logs, etc.) with your bid response. If you are **awarded this contract**, you must notify all subcontractors of their selection as a subcontractor and provide a copy of the notification to the HUB Coordinator listed below within **10 days** of receiving the contract award. DSHS HUB Coordinator Contact: shawn.constancio@dshs.state.tx.us

This contract is classified as an **Other Services** contract under the CPA rule, and therefore has a Statewide Annual HUB utilization goal of **24.6%** per fiscal year. **RFP# CHS/TV-0554.1**
Respondents may search for HUB subcontractors on the CPA Centralized Master Bidders List (CMBL), HUB Directory, which is located on the CPA website: http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, DSHS has identified the following class and item codes for potential subcontracting opportunities: **615-ALL** OFFICE SUPPLIES, GENERAL **410-ALL** FURNITURE: HEALTH CARE, HOSPITAL AND/OR DOCTOR'S OFFICE **465-ALL** HOSPITAL AND SURGICAL EQUIPMENT, INSTRUMENTS, AND SUPPLIES **475-ALL** HOSPITAL, SURGICAL, AND MEDICAL RELATED ACCESSORIES AND SUNDRY ITEMS **948-ALL** HEALTH RELATED SERVICES

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Hidalgo County Health & Human Services Department State of Texas VID #: 746000717

Point of Contact: Eduardo Olivarez, Chief Administrative Officer Phone #: 956-383-6221

E-mail Address: eddie.olivarez@hchd.org Fax #: 956-383-3229

b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No

c. RFP #: CHS/TV -0554.1 DSHS RE: HUBD_028 Bid Open Date: _____

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - ***Yes***, I will be subcontracting portions of the contract. (If ***Yes***, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☒ - ***No***, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If ***No***, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	N/A	%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at **http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
☐ - ***No*** (If ***No***, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
☐ - ***No*** (If ***No***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**Continuous Contract:* *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION 2 SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

a. **This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b.** Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
	N/A	%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
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		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION 3 **SELF PERFORMING JUSTIFICATION (If you responded "*No*" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)**

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☑ - **Yes** (If ***Yes***, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - **No** (If ***No***, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

Form A-10

Form B-2

Form C-2

SECTION 4 **AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls***).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Ramon Garcia	Ramon Garcia	Hidalgo County Judge	04/09/2013
Signature	Printed Name	Title	Date (mm/dd/yyyy)

REMINDER:

- If you responded "***Yes***" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "***No***" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.3

APPROVED BY COMMISSIONERS' COURT ON: 4/2/13

Rev. 02/12

HSP Good Faith Effort - Method A (HUB Attachment A)

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc***

SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** N/A

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
NA	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Rev. 02/12

HSP Good Faith Effort - Method B (HUB Attachment B)

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc**

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** N/A

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, to continue to SECTION B-4.)

☐ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at **http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at **http://www.window.state.tx.us/procurement//cmbl/cmblhub.html**. HUB Status code "**A**" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐Yes ☐No
			☐Yes ☐No
			☐Yes ☐No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at **http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/**

d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐Yes ☐No
		☐Yes ☐No

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: **Description:** N/A

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
N/A	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A PRIME CONTRACTOR'S INFORMATION

Company Name: _____ **State** _____

of Texas VID #: Point-of-Contact: _____ **Phone #:** _____

E-mail Address: _____ **Fax #:** _____

Section B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ **Phone #:** _____

Insert Title & RFP# CHS/TV -0554.1 _____ **Bid Open Date:**

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:	If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select Central Time on Date (mm/dd/yyyy). *In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.* *(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be day zero and does not count as one of the seven (7) working days.)*
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: - Not Applicable	
4. Bonding/Insurance Requirements: - Not Applicable	
5. Location to review plans/specifications: - Not Applicable	

TEXAS Department of State Health Services

FORM A-6: CHILD SUPPORT CERTIFICATION
(Required for all Respondents EXCEPT Non-profit and Governmental Entities)

Child Support Certification

The Texas Family Code, §231.006, VTCA places certain restrictions on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified below is not a governmental entity or a nonprofit corporation and certifies to the following:

1. The contractor is: (check one)

   ☐ An individual or sole proprietor, or

   ☐ A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

2. The contractor certifies the following is a complete list of the names and social security numbers of either (A) the individual or sole proprietor who is the contractor or (B) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity: (attach additional sheet if necessary).

   (A) Printed Name: _____
   Social Security Number: _____
   (B) Printed Name: _____
   Social Security Number: _____

3. Under the Texas Family Code, §231.006, VTCA the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

4. Printed Name of Contractor: _____
   Printed Name of Authorized Representative: _____
   Signing this Certification: _____
   Signature of Authorized Representative: _____
   Date: _____

FORM A-6: CHILD SUPPORT CERTIFICATION GUIDELINES

Form A-6 is required by Texas Family Code, §231.006, and is designed to certify that anyone applying for funds under this RFP is not a child support obligor (a person who is more than 30 days delinquent). This form is applicable to for-profit corporations, sole proprietors, individuals and partnerships. This form is NOT applicable to Governmental entities and non-profit corporations. These types of entities do not need to complete the form.

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 1 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐ WIC
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours			
	√	V – Child Health	√	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	√	No					
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Edinburg Clinic								

Contact Person:	Laila De Leon	Phone:	956-318-2040
Location of Site:	3105 E. Richardson	Fax:	956-316-3491
Street Address:	3105 E. Richardson		

City:	Edinburg	County:	Hidalgo	Zip Code:	78541	HSR:	11
Pharmacy License #:	07182	TPI #: 139351611		NPI#:	1932146636		

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	Family Planning Intakes & Returns, Immunization	4
	Afternoon			TB Visits & Newborn Assessments	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Clinic, Immunization, & Family Planning	4
	Afternoon				
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Child Health Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Pregnancy Tests, Prenatal Intakes & Returns,	4
	Afternoon			Immunizations & Walk-Ins	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Family Planning Clinic, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 2 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐ WIC
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours			
	√	V – Child Health	√	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	√	No					
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Elsa Clinic								
Contact Person:	Rosa Laura Reyes				Phone:	956-262-1141			
Location of Site:	708 Edinburg St.				Fax:	956-262-7842			
Street Address:	708 Edinburg St.								
City: Elsa		County: Hidalgo			Zip Code: 78538		HSR: 11		
Pharmacy License #: 07182		TPI #: 139350609			NPI#: 1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:00	Family Planning Intakes & Returns, Newborn	4
	Afternoon			Assessments & TB Visits	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:00	5:00	Prenatal Intakes & Returns, Family Planning	
	Afternoon			& Immunizations	4
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:00	Child Health Clinic, Prenatal Clinic, Immunizations &	4
	Afternoon			Family Planning Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:00	5:00	Immunizations, Family Planning Rx's & Pregnancy	4
	Afternoon			Tests	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:00	5:00	Family Planning Clinic, Immunizations & Family	4
	Afternoon			Planning Rx's	
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 3 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Hidalgo Clinic										
Contact Person:	Cecilia Lopez					Phone:	956-843-7463				
Location of Site:	702 Texano					Fax:	956-843-7762				
Street Address:	702 Texano										
City:	Hidalgo		County:	Hidalgo		Zip Code:	78557		HSR:	11	
Pharmacy License #:	07182	TPI #: 139350610				NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:00	Immunization, Family Planning Rx's & Newborn	4
	Afternoon			Assessments	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:00	Family Planning Intakes & Returns, Prenatal Clinic &	4
	Afternoon			Immunizations	
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:00	Child Health Clinic, Immunizations, Family Planning	4
	Afternoon			Clinic & Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:00	Family Planning Intakes, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Prenatal Clinic, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 4 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐ WIC
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours			
	√	V – Child Health	√	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	√	No					
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- McAllen Clinic								

Contact Person:	Norma Garza	Phone:	956-682-6155
Location of Site:	300 E. Hackberry	Fax:	956-618-5979
Street Address:	300 E. Hackberry		

City:		County:	Hidalgo	Zip Code:	78501	HSR:	11
Pharmacy License #:	07182	TPI #: 139350605		NPI#:	1932146636		

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	STD Clinic, Immunizations, TB Visits & Prenatal	4
	Afternoon			Intakes	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Intakes & Returns, Immunizations & Family	4
	Afternoon			Planning Rx's	
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Prenatal Clinic, Prenatal Intakes, Immunizations &	4
	Afternoon			Family Planning Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Family Planning Clinic, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Child Health Clinic, Family Planning Rx's,	4
	Afternoon			Immunizations & Walk-Ins	
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 5 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site):	Hidalgo County										
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Mission Clinic										
Contact Person:	211 N. Schuebach Rd. Ste. 1						Phone:	956-585-2461			
Location of Site:	211 N. Schuebach Rd. Ste.1						Fax:	956-585-7144			
Street Address:											
City:	Mission			County:	Hidalgo		Zip Code:	78572	HSR:	11	
Pharmacy License #:	07182	TPI #: 139350612					NPI#:	1932146636			

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	Family Planning, Prenatal Intakes & Returns,	4
	Afternoon			Immunizations TB Visits & Walk-Ins	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Child Health Clinic, Prenatal Clinic, Immunizations	4
	Afternoon			Family Planning Rx's	
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Prenatal Clinic, Immunizations & Pregnancy Tests	4
	Afternoon				
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Prenatal Clinic, Immunizations & Family Planning Clinic	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Family Planning Clinic, Prenatal Intakes & Returns,	4
	Afternoon			Immunizations & Pregnancy Test	
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 6 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐ WIC
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours			
	√	V – Child Health	√	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	√	No					
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Pharr Clinic								

Contact Person:	Lilia Velasco	Phone:	956-787-1531
Location of Site:	300 W. Hall Acres	Fax:	956-787-6310
Street Address:	300 W. Hall Acres		

City:	Pharr	County:	Hidalgo	Zip Code:	78577	HSR:	11
Pharmacy License #:	07182	TPI #: 139350604		NPI#:	1932146636		

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	Family Planning Intakes, TB Visits, Immunizations	4
	Afternoon			Newborn Assessments	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Intakes & Returns & Immunizations	4
	Afternoon				
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Child Health Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Pregnancy Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Family Planning Clinic, TB Visits & Immunizations	4
	Afternoon				
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 7 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐ WIC
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours			
	√	V – Child Health	√	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	√	No					
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Weslaco Clinic								
Contact Person:	Elva Murphy				Phone:	956-968-7541			
Location of Site:	1901 N. Bridge				Fax:	956-968-0085			
Street Address:	1901 N. Bridge								
City:	Weslaco		County:	Hidalgo	Zip Code:	78596	HSR:	11	
Pharmacy License #:	07182	TPI #: 139350607			NPI#:	1932146636			

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	Family Planning Intakes, Immunizations & Prenatal	4
	Afternoon			Intakes & Returns	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Clinic & Immunizations	4
	Afternoon				
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Child Health Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Family Planning Clinic, Prenatal Intakes & Returns;	4
	Afternoon			Immunizations	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:30	Family Planning Rx's, TB Visits, Immunizations &	4
	Afternoon			Newborn Assessments	
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: CLINIC SITE FORM INSTRUCTIONS

Complete a separate Clinic Site Form for each clinic site. Information provided on clinic site forms is used to update DSHS websites and public databases, therefore, each clinic form must contain current and accurate information.

Legal Name of Respondent	Respondent's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Service Area	List counties served by that specific clinic site, NOT all counties served by the whole project.
Funding Sources Used to Support this Clinic	From the sources listed, check all sources of funds used to support that specific clinic site.
Subcontractor Site	For each clinic site, indicate whether that particular site is subcontracted by the respondent to another entity for the provision of services.
Clinic Name to Appear on Website Locator	State the name of the clinic as it will appear on the DSHS website locator. (The name should be recognizable to clients.)
Contact Person	Name of contact person for that clinic site.
Phone	Phone number for the clinic.
Location of Site	Clinic location (e.g., Texas Medical Center/Smith Tower)
Fax	Fax number for the clinic.
Street Address	Physical address of clinic.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Pharmacy License #	Pharmacy license number for the clinic (if applicable); otherwise put N/A for Not Applicable.
TPI#	Texas Provider Identifier # for the clinic (if applicable), otherwise N/A.
NPI#	National Provider Identifier # for the clinic (if applicable), or N/A.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of each clinic site for each day of the week broken into morning (e.g., 8:00 a.m. – Noon), afternoon (e.g. 12:01 p.m. – 5:00 p.m.), and evening hours (e.g., 5:01 p.m. – 8:00 p.m.). Indicate days of the week when the clinic is closed (e.g. Tuesday – closed).
Services Provided/Clinic Type	List the type of services provided or type of clinic for each day of the week. For example, Monday = child health clinic, Wednesday = dental clinic, etc. **Legend** -CH-child health, CD-child dental, PM-prenatal medical, PD-prenatal dental.
# Monthly Clinics	List the total number of clinics each month by the day of the week, e.g., Monday = 4 clinics per month; Tuesday = 0 clinics per month, etc.
Total Hours/Month	List the total number of hours of operation per month for each clinic site (e.g., Clinic Site 1 = 128 hours per month; Clinic Site 2 = 160 hours per month, etc.)
Total # Clinics Per Month	List the total number of clinics held per month per clinic site (e.g., Clinic Site 1 = 16, Clinic Site 2 = 20, etc.)

PROGRAM SPECIFICS:

This section of the clinic site form includes questions related to specific DSHS programs. Check the appropriate boxes to indicate what specific services are provided at each clinic site. Services generally vary between clinic sites, so it is essential that accurate service information is reported by respondent in order for DSHS to appropriately monitor services provided. *Important: Any changes in clinic information must be reported **in writing** to the appropriate DSHS Contract Manager in a timely manner. Programmatic or operational changes must be made in accordance with requirements outlined in the DSHS General Provisions at http://www.dshs.state.tx.us/grants/gen-prov.shtm.*

FORM A-8: RESPONDENT SITE READINESS

Legal Business Name of Respondent: Hidalgo County

Appropriate signage to identify funded entity.	√	Y	☐	N
Space for clinical and administrative staff?	√	Y	☐	N
Computer systems with following minimum functionality:				
• Internet Browser – minimum Internet Explorer (IE) 8 or newer	√	Y	☐	N
• Microsoft Office – minimum Office 2007 Suite or newer	√	Y	☐	N
• Email Client	√	Y	☐	N
Locked storage for charts, records, medications and medical supplies	√	Y	☐	N
Proper disposal for medical waste	√	Y	☐	N
CLIA certification for level of tests performed	√	Y	☐	N
Handicap-accessible clinic sites that are geographically close to target population	√	Y	☐	N
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	√	Y	☐	N
Appropriate use of interpreter services and language translation (including resources for both).	√	Y	☐	N
Compliance with Americans with Disabilities Act (ADA) requirements	√	Y	☐	N
Extended hours and weekend hours for delivery of services, as appropriate.	√	Y	☐	N

FORM A-8: RESPONDENT SITE READINESS INSTRUCTIONS

Complete the Respondent Site Readiness Form per instructions below. Complete only one form to represent readiness for all clinic sites that will provide Title V services funded through this RFP.

RESPONDENT SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check if clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check if clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Computer systems with following minimum functionality:	This question determines whether responder has adequate computer functionality for clinic sites.
• Internet Browser (minimum IE 8)	Check if clinic computers have internet access (Yes/No).
• Microsoft office (minimum 2007 or newer)	Check if clinic computers have Office 2007 or newer (Yes/No).
• Email Client	Check if clinic computers have email access (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if respondent operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with Americans with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Extended hours and weekend hours for delivery of services, as appropriate.	Check if clinics offer extended hours (i.e., before 8 a.m. or after 5 p.m. on weekdays) and weekend hours that are appropriate for the clients served (Yes/No).

FORM A-9: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: Hidalgo County

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Department of State Health Services (DSHS) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.

2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.

3. Return 100% of any generated program income to the Title V program that generated the funds.

4. Provide services regardless of client's inability to pay.

5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.

6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.

7. Provide DSHS with access to all data gathered or generated.

8. Agree to share data/information generated by the project, within constraints of confidentiality, with DSHS, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.

9. Grant DSHS rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.

10. Make available for DSHS review, all promotional materials/media to be disseminated in conjunction with this Title V project.

11. Comply with all applicable Title V policies, procedures, and regulations.

12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.

13. Establish orientation and in-service training plan for all project personnel for skills

development and/or continuing education based on an assessment of training needs.

14. Ensure that Title V services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.

15. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.

16. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps module entitled "Overview of Best Practices and Children's Services" within 90 days of contract execution, and that RNs hired after contract execution complete the module within 90 days of hire.

Ramon Garcia
Authorized Signature

4/9/13
Date

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13 pa

FORM A-10: RESPONDENT BACKGROUND

Legal Business Name of Respondent: Hidalgo County

Respondent must provide a narrative description of its organization, staff, systems, and oversight structure (see RESPONDENT BACKGROUND GUIDELINES). Organizational charts, resumes/curriculum vitae, and job descriptions are to be placed following Form A-9 or at the end of the proposal and are not included in the page limit. A maximum of **two (2)** additional pages may be attached if needed for a total of three (3) pages.

1. The Hidalgo County Health and Human Services Department (HCHHSD) mission statement is to promote wellness and prevent disease to the residents of Hidalgo County. Historically, the Hidalgo County Commissioners Court has been and continues to be the governing body that oversees the operations of the HCHHSD. The Commissioners Court have and continue to support the HCHHSD financially to provide Prenatal & Child Health (MCH) services to the uninsured and underinsured residents of Hidalgo County.
2. The HCHHSD has provided MCH services virtually since it came into existence (early 1950's). The HCHHSD has and continues to receive local and state funds to provide and maintain the MCH services to meet the needs of the uninsured and underinsured residents of Hidalgo County. Although fund reductions have occurred thru the years, the HCHHSD continues to provide MCH services to as many clients as possible even after the Title V cap has been reached.
3. The organizational structure of the department begins with the Commissioners Court (the County Judge & 4 Commissioners) who oversee the county departments. The County Auditor functions along side of the Commissioners Court and oversees the financial functions of the County departments. The County's Budget Officer, who functions under the direction of the Commissioners Court, is the immediate supervisor for the HCHHSD Chief Administrative Officer. The HCHHSD Chief Physician is contracted by the Commissioners Court to serve as the County's Health Authority; and is the HCHHSD Chief Physician who approves the department's formulary and standing delegation orders for the clinical services provided by the department's practitioners and nurses. The Director of Nursing (DON) functions under the direction of the Chief Physician and Chief Administrative Officer; and ensures that services are provided according to the department and DSHS standards/standing delegations/policies at all the department clinics (7). Each department clinic is managed by an RN Supervisor who is under the immediate supervision of the DON & ADON. Overall, the Chief Administrative Officer, Chief Physician and Director of Nursing develop, implement and monitor the department's service delivery programs. The HCHHSD DON, under the direction of the Chief Administrative Officer, implements and monitors the department Billing Division. Currently the department utilizes TexMed Connect for the billing of services provided at the department clinics.
4. See Attachments
5. See Attachments

FORM A-10: RESPONDENT BACKGROUND GUIDELINES

Respondent must provide a narrative description of its organization, staff, systems and oversight structure in response to the following items, numbering them as indicated:

1. Provide an executive summary describing the organization's vision, mission and values statements, along with a description of how the board of directors is involved in the operations of the organization.

2. Describe past experience(s) providing Child Health, Child Dental, Prenatal Medical, and/or Prenatal Dental services. (Respondent only needs to address the Title V funded service or services for which they are applying.)

3. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the organization.

4. Provide a current organization chart and the resumes/curriculum vitae for the CEO, CFO, Medical Director[1] licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), Dental Director[2] licensed to practice dentistry in Texas (including his/her State of Texas Dental License Number), and Clinical/Program Director. The organization chart must include the appropriate oversight structure (e.g., Board, City Council, County Commissioners, etc.), CEO, CFO, Medical Director, Dental Director and a staffing structure that will support service provision. On the chart, identify the staff who manages clinic operations.

5. Provide job descriptions for the following key employees, i.e., Medical Director[3], Dental Director[4], Clinical/Program Director, eligibility and billing staff, and clinicians.

1 Medical Director is for Child Health and/or Prenatal Medical
2 Dental Medical is for Child Dental and/or Prenatal Dental
3 Medical Director is for Child Health and/or Prenatal Medical
4 Dental Medical is for Child Dental and/or Prenatal Dental

FORM A-11: ASSESSMENT NARRATIVE

Legal Business Name of Respondent: Hidalgo County

Respondent must provide a narrative description addressing each of the assessment items (see ASSESSMENT NARRATIVE GUIDELINES) associated with the services proposed in this proposal. A maximum of **four** (4) additional pages may be attached if needed for a total of five (5) pages).

1. Hidalgo County is a metropolitan area on the Mexican border that comprises of 1570 square miles. Hidalgo County has grown from 383,545 persons in 1990 to 746,764 in 2010 (as per US Census Bureau), an increase of an average of 5% annually, and, of which 18.0% are under 18 years of age. Most of this population is located in the middle southwest of the county. The county's residents comprise of 89.9% Hispanics and a third of the total migrant and seasonal farm worker population of Texas; and 29.6% of the people are foreign born and of which less than 50% of these persons are non-citizens. In Hidalgo County, the family income of less than 185% of the federal poverty guidelines, constitute up to 34.8% of the county's population (746,764); and, over half of these are single mother families with incomes below the federal poverty threshold. In addition, the number of women, ages 13 to 44 years of age, with family income of less than 185% of the poverty guidelines constitute up to 12% of the county population. Currently, the county's projected population by the end of 2015 will be higher than 1 million people; which supports the fact that the Mission, Edinburg and McAllen is the second fastest growing metropolitan area in the US (as per US Chambers website).Other current characteristics of the county include having over 900 colonias, 15 school districts, 22 high schools, 36 middle schools and 134 elementary schools; 43 head start centers, and, over 100 childcare faculties; all of which are located through out the county.

   In Hidalgo County, according to DSHS CHS in 2010, a total of 174,390 children under the age of 18 were enrolled in Medicaid and 19,598 enrolled in CHIP. As per the 2010 census, the uninsured is 42% of the county's population (746,764); and, 30.8% are below the poverty level compared to the state's 16.0%. The per capita personal income for Hidalgo County is 19,721 compared to the state's 37,809.

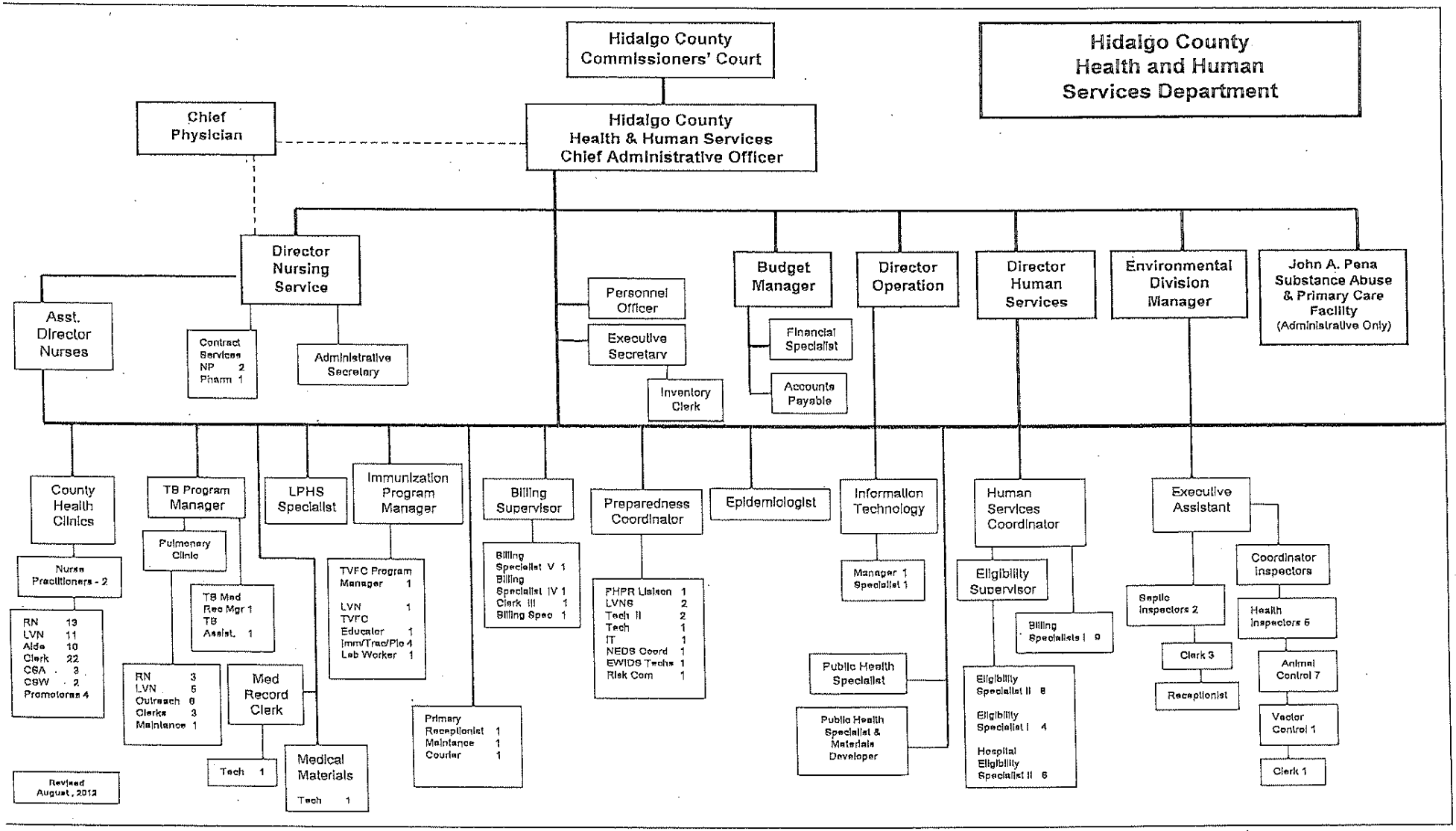
   In addition, as of 2008 DSHS Vital Statistics for the Hidalgo County, births to adolescents less than 18 years of age comprised of approximately 1116 per year; and, of the overall 17,137 pregnancies, 56.8% received prenatal care within the first trimester. Also, the low birth weight for the county constitutes 7.9% compared to the states 8.4%. The overall top health issues in the county include tuberculosis, diabetes, cardiovascular and cancer disease, and sexually transmitted diseases. In addition, Hidalgo County's fetal death rate (in 2008) was 6.6 compared to the states 5.6. These health issues contributes to the overall large high risk population in Hidalgo County.

2. The service area for Hidalgo County comprises of 1570 square miles. The HCHHSD clinics are geographically located thru out the county to provide client accessibility. The target population consist of uninsured and underinsured pregnant women, adolescents and children. A total of 34.4% of the population are children under 18 years old identified in the 2010 census for Hidalgo County; 45.1% of these children live in poverty and 20% are uninsured. Also, 1,041 births to adolescent (13 yr. to 17 yr.) were reported in Hidalgo

County in 2010. Adolescents and children in the County are burdened by some of the vaccine preventable diseases such as Pertussis, Hepatitis A and Varicella. In addition, the pregnant women served by the HCHHSD are burdened with underlying conditions such as, cardiovascular disease, cancer, diabetes & tuberculosis. These health problems contribute to the large high risk population. Historically, the HCHHSD has provided and continues to provide prevention health services such as prenatal care, Well Child TX Health Steps exams, Immunizations, Family Planning, STD Tx, and Tuberculosis prevention and control. In calendar year 2012, the department provided services to 1,500 prenatal clients, 500 children, 50,000 vaccines to children and adults, 2,800 family planning clients, 9,310 Tuberculosis clients and 100 case management clients. Overall, the department clinical staff conducted approximately 56,449 client encounters for 2012.

3. Due to the increase in population and ever increasing immigration issues, the lack of resources, affordable insurance, and other paid sources are the primary barriers. The ever increasing indigent population of Hidalgo County has also had to endure the diminishing health care provided by the HCHHSD. The HCHHSD had ten clinics through out the county, however, as a result of state and federal fund cuts, the department has had to close three clinics and reduced nursing staff by 30% in the past eight years. In addition, the increasing immigration of other than Mexican's (OTM's) will continue to make this area a significant barrier. A growing issue which cause a significant problem is the lack of transportation. The Hidalgo County area does not have public transportation nor any form of mass transit. Many of the families in need of service can not afford to buy or maintain a vehicle. A continued concern is the price of fuel and health care. With the continued DSHS financial assistance and support, the HCHHSD can continue to provide MCH services to the uninsured and underinsured at the seven health clinics located throughout Hidalgo County.

4. The HCHHSD is the only Title V provider for Prenatal Care and Child Health Services to the uninsured and underinsured women and children in Hidalgo County. In Hidalgo County, there are some FQHC's that provide some primary health care and limited prenatal services; however, no other clinic provide on-going prenatal and child health services even after state funds are exhausted free of charge. Although the department screens all clients for a co-payment, no one is refused services due to the inability to pay. The HCHHSD networks on an on-going basis with local providers (i.e. FQHC's) in referring uninsured and underinsured clients for primary health care services. It is worth repeating that with the continued DSHS financial assistance and support, the HCHHSD can continue to provide essential prenatal care and child health services to the uninsured and underinsured in Hidalgo County.


Hidalgo County Commissioners' Court
Hidalgo County Health and Human Services Department
Chief Physician
Hidalgo County Health & Human Services Chief Administrative Officer
Director Nursing Service
Asst. Director Nurses
Contract Services NP 2 Pharm 1
Administrative Secretary
Personnel Officer
Executive Secretary
Inventory Clerk
Budget Manager
Financial Specialist
Accounts Payable
Director Operation
Director Human Services
Environmental Division Manager
John A. Pena Substance Abuse & Primary Care Facility (Administrative Only)
County Health Clinics
Nurse Practitioners - 2
RN 13
LVN 11
Aide 10
Clerk 22
CSA 3
CSW 2
Promotoras 4
TB Program Manager
Pulmonary Clinic
TB Med Rec Mgr 1
TB Assist. 1
RN 3
LVN 5
Outreach 6
Clerks 3
Maintance 1
Med Record Clerk
Tech 1
Medical Materials
Tech 1
LPHS Specialist
Immunization Program Manager
TVFC Program Manager 1
LVN 1
TVFC Educator 1
Imm/Trac/Plo 4
Lab Worker 1
Primary Receptionist 1
Maintance 1
Courier 1
Billing Supervisor
Billing Specialist V 1
Billing Specialist IV 1
Clerk III 1
Billing Spec 1
Preparedness Coordinator
PHPR Liaison 1
LVNS 2
Tech II 2
Tech 1
IT 1
NEDS Coord 1
EWIDS Techs 1
Risk Com 1
Epidemiologist
Information Technology
Manager 1
Specialist 1
Public Health Specialist
Public Health Specialist & Materials Developer
Human Services Coordinator
Eligibility Supervisor
Billing Specialists I 9
Eligibility Specialist II 8
Eligibility Specialist I 4
Hospital Eligibility Specialist II 6
Executive Assistant
Coordinator Inspectors
Septic Inspectors 2
Health Inspectors 6
Clerk 3
Receptionist
Animal Control 7
Vector Control 1
Clerk 1
Revised August, 2012

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title: **Chief Administrative Officer** **FLSA Status:** Exempt

Dept. Code: 340 **Civil Service Status:** Exempt

SUMMARY:
Under general and policy direction performs highly responsible administration, coordination, and liaison activities for multiple health programs. Responsible for planning, organizing, implementing and directing the County Health Department to effectively and efficiently accomplish the mission of the Department. Establishes, maintains and directs the activities of health education and promotion, environmental quality and health, disease prevention and control, health protection and promotion through media, grants and contracts, information management, intergovernmental policy and planning, budgeting and accounting, and staff management and development. Works closely with County Health Authority, Commissioner's Court, and other public officials and health professionals on matters of the public's health and reports significant events, data and concerns on a periodic and as needed basis. Provides executive leadership, management and coordination for the Hidalgo County Health Department. Reports directly to the Commissioner's Court and works closely with other elected officials and policy making bodies. Organizes and facilitates interactions between the County Health Department and other County Departments and external groups and constituents. Fosters the creation of tactical and long range plans to further the objectives of the County's strategic plan. Travel required.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Facilitates communication and interaction among Health Supervisors and other County Departments as well as external groups;
- Facilitates the setting of performance objectives, monitors performance objectives, and evaluates the performance of each program in the Department;
- Makes recommendations to the Commissioner's Court on critical issues in the Department;
- Develops and promotes the organization of successful teams to plan and accomplish major objectives;
- Conducts evaluations and analysis of various issues;
- Develops individual performance plans, monitors performance, and formally evaluates the performance of Program Supervisors in the Department;
- Hires and takes appropriate disciplinary action with Program Supervisors, with approval of Commissioners' Court;
- Works with other public entities to coordinate service delivery, improve impact of programs and/or ensure the overall mission of the Health Department is being accomplished in the community;
- Prepares final budget summary for submission to the Commissioners Court;
- Reviews the Budget on a continuous basis in order to provide feedback to the Programs on their progress;
- Provides policy decisions for the Department through everyday decisions;
- Responsible for the separate contracts and grants negotiated with various Government and private providers of services;
- Controls the purchasing of supplies and equipment to ensure budget compliance;
- Responsible for managing the Health Department building through coordination with Buildings and Grounds for housekeeping, maintenance, and utility services;

- Responsible for maintaining control of equipment assigned to the Department;
- Coordinates all outreach activities through supervision of the program managers;
- Researches grant programs and develops grant and/or proposal writing;
- Performs liaison and coordination tasks with Federal, State and local agencies, organizations and association;
- Prepares and monitors department program(s) budget and reports;
- Works in developing and implementing a strategic plan for planned approach to community health in Hidalgo County;
- Responds to complaints and requests from citizens and physicians;
- Plans for public health needs in communities and develops programs to meet those needs;
- Makes presentations to community organizations;
- Maintains up-to-date knowledge of public health issues and management techniques through formal training and reading of literature;
- Evaluates current delivery of health services;
- Hires, trains, disciplines, terminates and evaluates the performance of staff;
- Develops and directs special programs against communicable and other diseases;
- Prepares or reviews and approves a variety of reports;
- Performs a variety of administrative duties related to state, county, and federal funding of programs within the health department;
- Serves as public health liaison to other health providers in the community;
- Conducts on-site review audits of quality and quantity aspects of programs and clinics;
- Ensures that programs comply with State and Federal guidelines, standards, and regulations;
- Arranges continuing education opportunities to promote staff growth and development;
- Performs other related duties.

ADDITIONAL DUTIES AND RESPONSIBILITIES:

- Radiation Safety/Health Officer
- Chief Sanitarian
- South Texas Hospital Oversight Committee
- TDH Long Range Planning Committee
- Hidalgo County Veteran's Advisory Board
- TCID Oversight committee
- Advisory Board School of Public Health, University Texas Houston

EDUCATION AND EXPERIENCE:

- Graduation from an accredited college or university with a Bachelor's Degree in Health Care Administration , Business Administration, Public Administration or related field;
- A Master's Degree in Public Health or Public Administration is preferred but not required;
- A minimum of five (5) years experience at the senior executive level of a corporation or public entity;
- In addition, three (3) years of experience in supervising or managing a preventive health services program;

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License
- Must be able to be insured by County Insurance carrier

OTHER SKILLS AND ABILITIES:

- Knowledge of public health principles and practices, laws and regulations; management information systems; social marketing strategies; public and private insurance; current social and scientific concepts and trends in field(s) related to the health service area; civil service systems; organizational development; model building and systems analysis; city,

county, state, and federal organization, administration, and relations; community problems and resources and epidemiology of communities;

- Ability to report and correspondence writing; implementing change; conflict and problem-solving; motivating employees; public speaking leadership (formal and informal); consulting consensus-making; and delegating duties to subordinates;
- Ability to bring concensus or lead on various problems, issues, goals, etc.;
- Demonstrated ability to develop creative programs which increased efficiency and effectiveness;
- Demonstrated ability to conduct research and evaluation of programs and resources.
- May be required, and must have ability, to work more than 40 hours during the workweek.

Goals and Objective:

- Assure that prevention and Health Promotion are integral parts of all services.
- To intervene in the most significant identified consumer, environmental, occupational, and community hazards by 2001. Example: Food and Water Safety
- To decrease the level of preventable diseases, injuries, conditions, and deaths to within 75% of Healthy Texas 2000 Objectives. Example: Shots Across Texas/Immunization Clinics; Rabies Vaccine Clinics; TB Prevention and Control Communicable Disease Control Surveillance Chronic Disease Education & Outreach Early Prenatal Care Education & Outreach.
- Assure availability of highest quality services to all Hidalgo County residents across the care continuum.
- To ensure that health care clinics meet state and federal regulations and that all health care professionals who are licensed/certified, meet and abide by all applicable department and state regulations.
- To provide an orientation program to new employees, and provide staff development opportunities consistently.
- To provide continuous and adequate monitoring of all personnel providing services.
- Minimize disparities in health status among all populations.
- Provide increased access to quality preventive and comprehensive diagnostic/treatment services for eligible clients by maximizing the use of primary prevention, early detection, and management of health care. Example: Prenatal Services; Family Planning Services; Teen Parenting Services; Texas Health Steps; STD Clinic.
- Ensure that the consumer is the focus of all public health policy and service delivery decisions.
- Consumer satisfaction will be measured and used as an outcome in the delivery of all public services.
- An advisory committee with consumer participation will be implemented and utilized to address community health issues

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee

encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:

Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Director of Nursing	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
The Director of Public Health Services functions under the direction of the Department Chief Administrative Officer and in collaboration with the Chief Physician. Functions as a public health program specialist and supervisor to eight (8) clinic sites, including personnel assignments, training and hiring. Is responsible for analyzing, developing, implementing and coordinating new and existing programs (Title V, MCH, TB, Immunization, Family Planning & Community Health OPH). Maintains Quality Assurance of existing programs, record keeping, and filing of all necessary reports both to County and Department of State Health Services. Establishes, maintains and directs the activities of public health education and promotion and disease prevention and control in the community. Schedules and staffs specialty community clinics; and supervises Central Office personnel associated with those clinics including but not limited to Family Planning, Prenatal, _____ Health TB, Immunizations and Communicable Diseases and the reporting of these clinics. Writes new and renewal grant applications in coordination with Budget Officer.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, the Director of Nursing must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Provides administrative services that include delegation of work appropriate throughout the eight (8) clinics. Reviews and evaluates reports of programs that are implemented. Develops and maintains acceptable methods of recording and reporting that provide proper service control, uniform accounting and measurement of program results (i.e. Performed Based Objective Committees).
- Assists in development of policies and procedures by utilizing existing program guidelines/standards. Shares responsibility for quality assurance programs. Responsible for staff development of nursing service personnel. Devises tools and methods of assessment of knowledge and skill areas of nursing personnel. Responsible for recruiting personnel and making recommendations for selection and assignments.
- Supervises the required OPH grant scope of work targeting prevention of cardiac and cancer disease. Assures quarterly reports are submitted to DSHS as scheduled.
- Writes & submits grants renewals in coordination with Budget Officer yearly. Applies for new grants as approved by CAO.
- Responsible for the oversight of the TB & Immunization Programs.
- Supervises the Billing Division staff to assure proper billing of services.
- Responsible for the over sight of the processing and submissions of the Health Managed Care (HMO's) applications.
- Will assist with special projects and/or pilot programs which are requested by the state or the CAO.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:

- Licensed to practice as an RN in Texas, plus
- 10 yrs or more experience as a Director of Nursing in public health, plus
- 10 years or more experience in community health grant writing
- 20 years or more experience of full time paid employed as a practicing RN in a supervisory capacity in Public Health.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of professional nursing theory, nursing process, including cultural social and economic forces in family, community and group dynamics. Broad knowledge of principles and practices in management, supervision and intra disciplinary collaboration. Knowledge of organizational structure, administrative process, and projected program expectations. Ability to communicate in oral, written form. Ability to apply principles of leadership, education, long range planning and evaluation. Ability to perform essential job functions with or without reasonable accommodations.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk, sit, use hands and fingers, handle or feel objects tools or controls, reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may be required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

Revised 04/01

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title: Practitioner **FLSA Status:** Exempt

Dept. Code: 340 **Civil Service Status:** Non-Exempt

SUMMARY:
Provides public health nursing services in the Hidalgo County Health Department Clinic under the direction of the Chief Physician and Director of Nursing. Participates in assessing, planning, coordinating, implementing and evaluating public health nursing services to individuals, families and communities. Provides Family Planning, Prenatal, STD, tuberculosis and Adult Health services in the Hidalgo County Health Department Clinics, in the capacity of a Nurse Practitioner.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities..

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Provides Family Planning, Prenatal and Adult Health nursing services under the direction of the Chief Physician and Director of Nursing. Provides assessments and treatments on STD clients under the direction of the Chief Physician.
- Provides TB services under the direction of the TB Physician, and/or Chief Physician, to TB suspects/cases and LTBI's as per DSHS TB Program guidelines.
- Complies with DSHS Title V, Family Planning, Maternity and Child Health program standards that are provided in accordance with DSHS Title V policies and procedures. Also, complies with CDC STD and department STD protocols/standards. Participates in discussions to promote efficiency in clinic services.
- Collaborates with the RN Clinic Supervisor, Director of Nursing and Chief Physician, as well as other health care providers, professionals and community representatives in assessing, planning, implementing and evaluating programs of community health.
- Provides staff development activities as assigned.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- Formal education and training as Registered Nurse and recognized as a Family Nurse Practitioner by the Texas Board of Nurse Examiners in a specialty approved for use in the Texas Department of Health, plus three (3) years of full-time experience as a Nurse Practitioner.

CERTIFICATIONS, LICENSES, REGISTRATIONS:

- Certified as a family nurse practitioner
- Licensed to practice as a Registered Nurse in Texas.
- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:
- Knowledge of professional nursing theory, nursing process, nursing services and advance clinical skills, Pharmacy Act, Medical Practice Act., Nurse Practice Act., legal

implications of the advanced practice of nursing, state and federal laws and health codes which effect patient/client care. Knowledge of principles of teaching and learning.

- Skills in communication. Advanced skills in assessment of families, individuals and communities. Skill in providing primary care. Skill in counseling and educating persons concerning their health needs.
- Ability to functions in the expanded role of a Nurse Practitioner specialty, utilize supervisory and consultative skills, and may function as a resource person and role model. Uses the nursing process to document findings approximately and refer for further services as indicated.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

SPECIAL INSTRUCTIONS AND/OR REMARKS:

- Bilingual required (English/Spanish);
- Able to provide services in other assigned clinics as needed;
- Willingness to work unusual hours as needed.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title: RN Clinic Supervisor **FLSA Status:** Exempt

Dept. Code: 340 **Civil Service Status:** Non-Exempt

SUMMARY:
Performs responsible public health services and supervises the professional and ancillary staff working under their direction. Responsible for analyzing, developing, implementing, and coordinating public health nursing services. Works under the direction of the ADON, DON and Chief Physician.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Provides comprehensive public health services to clients requiring professional nursing services in clinics and home settings. Works under the supervision of the ADON, DON and Chief Physician;
- Provides administrative services. Assures that the clinic services meet DSHS and HCHHSD standards and are provided in accordance with the HCHHSD policies and procedures. Is responsible for comprehensive and accurate collection of statistical nursing data. Is responsible for quality assurance of client records and laboratory specimen collection. Assures that accurate inventory supplies/medications/vaccines are kept to avoid expiration. Assures that her/his assigned reports are submitted by due dates;
- Supervises the staff of his/her assigned HCHHSD clinic. Is responsible for compliance with DSHS and HCHHSD personnel policies and performance evaluations. Supervises maintenance of the physical facility;
- Collaborates with the Director of Nursing, WIC Nutritionist, TB Program Coordinator, as well as other health care providers, professionals, and community representatives in assessing, planning, implementing and evaluating programs for community health.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- Currently licensed in the State of Texas as a Registered Nurse
- Formal education and training as an RN plus one year of full-time employment as a practicing RN.

CERTIFICATIONS, LICENSES, REGISTRATIONS:
- Licensed to practice as an RN in Texas.
- Current CPR certification;
- Certification for Pedi Assessments, and HIV counselor is a plus;
- Employee must have proof of a Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:
- Knowledge of professional nursing theory, nursing process, nursing sciences and clinical skills;

- Knowledge of Public Health Case/Management skills; skilled in assessment of clients with complex health problems; communicate effectively orally and in writing; incorporate principles and teaching, planning and evaluations in case/management.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

SPECIAL INSTRUCTIONS AND/OR REMARKS:

- Bilingual required (English/Spanish);
- Able to provide services to other assigned clinics as needed;
- Willingness to work unusual hours as needed.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and DSHS based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing

- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title: Billing Supervisor **FLSA Status:** Non-Exempt

Dept. Code: 340 **Civil Service Status:** Non-Exempt

SUMMARY:
Under the direction of the Director of Nursing, will interpret and implement agency eligibility guidelines according to DSHS contract requirements. Develops & Implements billing procedures for billing of Maternity, Family Planning, TxHealth Steps, Immunizations, Case Management and TB services in accordance to proper payor source such as Medicaid, Medicare & Title V eligible clients. Supervises Billing Division Staff to assure proper billing of services & lab submission. Provide technical assistance and training for both supportive and professional staff in eligibility and billing procedures. Responsible for Medicaid, Medicaid HMO's, & Medicare HMO's credentialing application process. Maintains knowledge current on programs & HMO's updates/changes.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Interprets and implements agency's eligibility guidelines and billing procedures according to DSHS yearly contract requirements in the billing of Maternity, Family Planning, Child Health, Case Management, and other allowable services;
- Implements billing procedures for billing of Maternity, Family Planning, TxHealth Steps, Immunizations, Case Management, and TB services as needed in accordance with NHIC to Medicaid eligible clients;
- Assures the clinics properly bill for all program services(to include all lab screens); assures the clinics Co-Pay collection procedures are implemented correctly;
- Keeps accurate records of NHIC payments for services rendered;
- Conducts QA on all Lab statements & ensures proper billing before submitting to accounts payable.
- Assures monthly cumulative collection reports are compiled by Billing Division Personnel and dispersed accordingly;
- Completes and maintains current all applicable HMO's credentialing applications.
- Maintains knowledge of updates on all programs & HMO's, & ensures all Billing & clinic staff are trained & updated as applicable.
- Provides technical assistance and training for both supportive and professional staff in program eligibility and billing procedures as requested;
- Assures all Case Management Program billing procedures are followed.
- Other duties: Participates in conducting job interviews for both professional and supportive staff. Participates in Quality Assurance In-house monitoring activities. Attend program related workshops and in-service.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- Bachelor's Degree in Business, accounting, Health Administration or related field from an accredited college or university; and
- Four (4) years full-time experience in public health or health related program administration or delivery may be substituted for college education.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of Medicaid/Medicare claims payments, provider enrollment and billing procedures;
- Knowledge of Medicaid eligibility services and other related programs;
- Knowledge of DSHS Title V program goals, and provider requirements;
- Ability to teach and train both professional and non-professional staff on program eligibility and billing procedures;
- Ability to communicate effectively orally and in writing;
- Ability to interpret, develop and implement program policies and procedures.
- Ability to readily adapt to program changes and additional work related responsibilities.

SPECIAL INSTRUCTIONS AND/OR REMARKS:

- Able to provide services to other assigned duties as needed;
- Required to work other than normal or scheduled hours including weekends and holidays

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly

- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title:	Clerk III (Clerk Manager)	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs receptionist & minor secretarial duties which involve compiling & tabulating data, opening records, registering clients, keeping appointment schedule, recording, sorting & dispatching incoming & outgoing mail. Screens telephone calls and gives basic information requiring knowledge of agency functions. Works is performed according to established procedures. As Clerk Manager, supervises clerical support staff and assures all reports are compiled and submitted to C.O. on schedule. Assures that all billing is completed correctly & on a timely manner. Completes performance evaluations on clerical support staff. Works under the supervision of the R.N. Supervisor and Billing Supervisor.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Supervises clerical support staff. Works under the immediate supervision of the RN Supervisor and in collaboration with the Billing Supervisor. Works in collaboration with all clinic staff in providing efficient and safe services to all clients. Is responsible for support clerical staff performance evaluations.
- Performs clerical duties: Greets clients in person & by telephone courteously. Secures appointment to new & return clients. Reschedules appropriately. Provides basic information requiring knowledge of agency functions.
- Performs duties before & during clinic: Opens records using proper forms with all necessary data. Completes all client information in Core 1. Screens clients for eligibility according to department screening procedures. Updates client information on return visits appropriately. Calls clients the day before clinic to remind them of appointment for all services.
- Duties after Clinic: Indexes all new records opened in the master indexed & in current software program. Reviews client registration list for completion. Compiles & completes Co-Pay report at end of each day. Files all records back in file. Performs data entry for all programs. Follows up pending Medicaid.
- Other duties: Order office supplies, records, & forms for all services on a timely manner. Posts all lab reports reviewed & initialed by RN. Pulls all abnormal reports with records for nurses to follow-up. Assures that mail co-pay, & lab specimens are mailed out on time & to proper destination. Submits financial and statistical reporting documents to C.O. on scheduled dates. Follows channel of command for problems.
- Other duties as assigned.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED certificate, plus three (3) years experience on similar work preferably in a Public Health setting.

CERTIFICATIONS, LICENSES, REGISTRATIONS:
- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Basic clerical/secretarial skills;
- Ability to communicate effectively orally and in writing;
- Ability to plan work and meet deadlines;
- Skills on computer data entry (Windows, TWICES, Word Processing);
- Ability to perform cashier and bookkeeping work;
- Basic supervisory skills;
- Ability to screen clients for program eligibility using correct software.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

SPECIAL INSTRUCTIONS AND/OR REMARKS:
- Bilingual required (English/Spanish);
- Able to provide services to other assigned clinics as needed;
- Willingness to work unusual hours as needed.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:
Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:
- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others

- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

FORM A-11: ASSESSMENT NARRATIVE GUIDELINES

Specifically address each of the assessment items listed below associated with the services proposed in this proposal, numbering them as indicated. Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form.

1. Provide brief synopsis of the community as a whole describing in general:
    a. Geographic boundaries (urban or rural, physical environment);
    b. General demographic data (age, gender, ethnicity, etc.);
    c. General socioeconomic data (per capita income, poverty levels, uninsured/underinsured, unemployment, occupational data, etc.); and
    d. General description of community-wide health status (e.g., low birth weight, obesity of children, adolescents and pregnant women, immunization rate, and morbidity/mortality statistics).

2. Describe the target population(s) including:
    a. Geographic service area;
    b. Characteristics of target population (including demographic and socioeconomic data specific to each population);
    c. Target population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
    d. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).

3. Describe gaps in resources and potential barriers to improving health status.

4. Describe any other characteristics of the population(s) you propose to serve or of the proposed service area(s) which make Title V support particularly important?

Section II
Attachment B

Title V Child Health & Child Dental Services Forms

To Be Completed by Child Health & Child Dental Services Respondents Only

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD HEALTH SERVICES

Legal Business Name of Respondent: Hidalgo County

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Administrative Officer	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-3229		
E-mail:	eddie.olivarez@hchd.org		
Medical Director:	Ivan Melendez	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Physician	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	N/A		
Program Coordinator:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Director of Nursing	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	lydia.serna@hchd.org		
Financial Officer:	Miguel Escaname	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Financial Officer	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.222	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-3229		
E-mail:	mike.escaname@hchd.org		
Quality Assurance Contact:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Director of Nursing	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	lydia.serna@hchd.org		
Public Information Contact*:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Administrative Officer	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-3229		
E-mail:	eddie.olivarez@hchd.org		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD DENTAL SERVICES

Legal Business Name of Respondent: N/A

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-2 SERVICE DELIVERY PLAN FOR CHILD HEALTH AND CHILD DENTAL SERVICES

Legal Business Name of Respondent: Hidalgo County

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

1. The Hidalgo County Health and Human Services Department will continue to provide Child Health services to uninsured and underinsured clients at all seven (7) clinics located throughout Hidalgo County. The department does not propose to provide Child Health services outside the Hidalgo County area.
2. The Hidalgo County Health and Human Services Department (HCHHSD) has provided Child Health services for more than 30 years to the indigent residents of Hidalgo County. Besides state funds (DSHS), the HCHHSD also receives local funds (County) to support Child Health services. The HCHHSD funds are monitored closely by the Chief Financial Officer to ensure Child Health services are provided on an ongoing basis each year. The HCHHSD will continue to provide the existing Child Health services during FY 2014. The HCHHSD conducts Child Health services under the guidance of a Chief Physician. The Chief Physician and Practitioners update the department's standing delegation orders yearly; and provide staff education and quality assurance activities on an on going basis to all nursing staff.
   The HCHHSD has 7 clinics throughout the county that facilitate client accessibility for Child Health services. Each clinic is staffed with RN's, LVN's and support staff. The Chief Physician and Practitioners are accessible to the clinic nurses to ensure Child Health services are provided to clients safely, timely, and as per DSHS/HCHHSD policies and procedures. The HCHHSD utilizes an EMR System for client data and reports; and for eligibility screening for services; and the Imm Trac Registry for vaccine documentation. The HCHHSD adheres to the confidentiality policy (HIPAA) for all of these programs. The department utilizes county funds to promote the clinic services thru PSA's in TV, radio & newspaper. Also, the department's Outreach Specialists and educators promote and educate the community on the services provided, specifically Child Health, in Health Fairs, community group presentations and coalition meetings. The HCHHSD partners with local providers in assisting Child Health clients and their families with medical health care needs and social needs. These providers include private physicians that provide delivery services; the Nuestra Clinica de Valle clinics and El Milagro Clinic assist in providing medical health care services; and, County Indigent Health Care and State Department of Human Services assist in providing financial support. There are no other clinics in Hidalgo County that provide Child Health services to the uninsured free of charge as does the HCHHSD. Thus, DSHS support is detrimental to the HCHHSD to continue providing Child Health services to the population in need in Hidalgo County.
3. The HCHHSD nurses assess each child for family violence, substance abuse, and mental needs in every client visit; by collecting the history (family & client), completing a mental screening tool, and conducting the physical assessment.
4. The HCHHSD partners with local providers (FQHC's) in referring children for medical health care needs. As stated before, the HCHHSD is the only agency in the county that provides Child Health services to the uninsured at no cost. Every child and family seen at

the department are screened for resources and referred accordingly. This includes referring families for medical financial assistance. The HCHHSD also has a LBSW on staff that assist and provide case management services to children and families in need.

5. The HCHHSD nursing staff are all bilingual (English & Spanish). The HCHHSD also contract with a Sign Language Company and Language Line contract services to clients needing interpreting services. Also, all of the HCHHSD clinics are ADA compliant and are located through out the county providing accessibility to the community in need. In addition, the department provides some extended hours to accommodate working families. Overall, the department assesses the client's and family needs yearly thru client satisfaction surveys, to improve service delivery.
6. The HCHHSD does not plan to subcontract Title V services for this contract period.
7. Quality assurance/quality improvement (QA/QI) process for the HCHHSD is as follows:
   a. The role of the QA Committee is to write and monitor the Quality Assurance Plan of the HCHHSD. The members of the committee include the RN Supervisor, Clerk Managers, Practitioners, LBSW, Chief Physician, Chief Administrative Officer, Billing Supervisor, DON & ADON.
   b. The Chief Physician's role is to review and update the department's standing delegations yearly, and as needed.
   c. The assigned QA Committee members conduct on site observation of services and client staff interactions provided by clinic staff for all programs at least quarterly; and, by using the appropriate observation tool. Findings and recommendations are reported to the committee at the next Committee meeting. The Committee conducts client record reviews (audits) from all programs and clinics to evaluate compliance of standards, standing delegation orders, policies and procedures.
   d. The Committee review records that are not compliant with standards and conduct appropriate actions as recommended on the record audit tool corrective action plan and follow up plan. The Committee evaluates the observations and record audit findings to determine staff development needs. The QA Committee also evaluates client records for compliance of nursing standards and refer to the Peer Review Committee, as applicable.
   e. The HCHHSD Director Of Nursing ensures client satisfaction surveys are conducted at all Health Department Clinics at least yearly. The summarized report is reviewed with the QA Committee on the next quarterly meeting. The Committee utilizes these findings to assure that quality and appropriate services are provided at all the health department clinics.
   f. The HCHHSD Director of Nursing and the Chief Physician review all written client and providers complaints, as well as all adverse outcomes in the clinic setting and develop a safeguard to prevent recurrence. Adverse outcomes are written in the appropriate incident report form and a conference with the provider is conducted, with plan of action written, and correction date set. The Committee conducts follow up on recommendations made to ensure resolution of problems:

      1. recommendations to record audits.
      2. recommendations to adverse outcomes.

The committee assures standards compliance and address recurrent deficiencies by providing necessary educational training, in-services, and management functions expeditiously to nursing and support staff to correct problems identified. Monitoring of all clinics services are conducted by the DON & ADON to all clinics on a quarterly basis. The Committee also recommends administrative action if the deficiencies continue.

g. The Committee maintains program objectives and updates them at least yearly. These program objectives are developed by utilizing state morbity data, state Healthy 2020 Objectives and local community assessments to determine essential and appropriate program objectives. The committee assures this by appointing eligible members to participate in the Performance Based Program Objectives Committees (PBO). These committees are Prenatal, Family Planning, Child Health, Immunizations, C/M, STD and TB. The PBO committee members appointed consist of clinic nurses, LBSW and Practitioners. The members for each PBO committee are appointed based on their expertise and training background. Example: for C/M, only certified case managers participate in that committee. The Program Objectives Committee's meet quarterly to conduct record reviews and identify outcomes. Outcomes identified are submitted to the QA Committee in the quarterly reports. The RN Supervisor also presents the audit outcomes and follow up plan to all nursing staff at each monthly clinic staff meeting.

h. The HCHHSD Chief Physician and department Practitioners maintain department standing delegation orders current. This staff ensure that they stay updated on medical practices/standards by attending trainings, conferences and researching medical information. The HCHHSD Chief Physician and Practitioners also refer to and ensure that standing delegation orders are within CDC and DSHS guidelines.

FORM B-2: SERVICE DELIVERY PLAN FOR CHILD HEALTH & CHILD DENTAL SERVICES
GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating policies and procedures manual. The service delivery plan must:

1. Summarize the proposed **child health and/or child dental** services. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe service delivery systems, workforce (attach organization chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe the process of assessing client risk factors associated with family violence, substance abuse, and mental health needs.

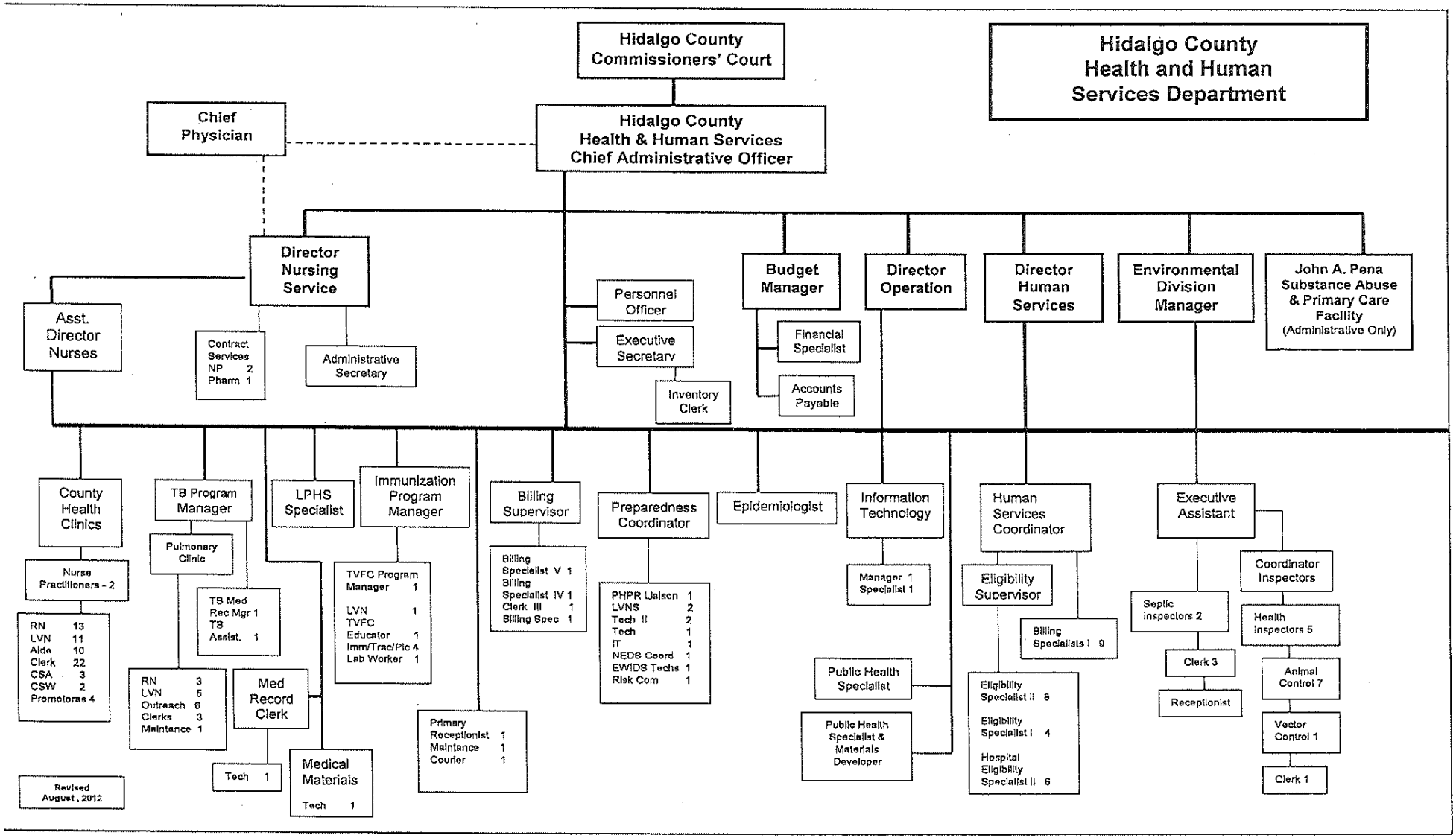
4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;
   - System utilized to identify and monitor adverse outcomes;

- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.


Hidalgo County Commissioners' Court
Hidalgo County Health and Human Services Department
Chief Physician
Hidalgo County Health & Human Services Chief Administrative Officer
Director Nursing Service
Asst. Director Nurses
Contract Services NP 2 Pharm 1
Administrative Secretary
Personnel Officer
Executive Secretary
Inventory Clerk
Budget Manager
Financial Specialist
Accounts Payable
Director Operation
Director Human Services
Environmental Division Manager
John A. Pena Substance Abuse & Primary Care Facility (Administrative Only)
County Health Clinics
Nurse Practitioners - 2
RN 13
LVN 11
Aide 10
Clerk 22
CSA 3
CSW 2
Promotoras 4
TB Program Manager
Pulmonary Clinic
TB Med Rec Mgr 1
TB Assist. 1
RN 3
LVN 5
Outreach 6
Clerks 3
Maintance 1
Med Record Clerk
Tech 1
LPHS Specialist
Medical Materials
Tech 1
Immunization Program Manager
TVFC Program Manager 1
LVN 1
TVFC Educator 1
Imm/Trac/Plc 4
Lab Worker 1
Primary Receptionist 1
Maintance 1
Courier 1
Billing Supervisor
Billing Specialist V 1
Billing Specialist IV 1
Clerk III 1
Billing Spec 1
Preparedness Coordinator
PHPR Liaison 1
LVNS 2
Tech II 2
Tech 1
IT 1
NEDS Coord 1
EWIDS Techs 1
Risk Com 1
Epidemiologist
Information Technology
Manager 1
Specialist 1
Public Health Specialist
Public Health Specialist & Materials Developer
Human Services Coordinator
Eligibility Supervisor
Billing Specialists I 9
Eligibility Specialist II 8
Eligibility Specialist I 4
Hospital Eligibility Specialist II 6
Executive Assistant
Septic Inspectors 2
Clerk 3
Receptionist
Coordinator Inspectors
Health Inspectors 5
Animal Control 7
Vector Control 1
Clerk 1
Revised August, 2012

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: Hidalgo County

This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form B-3 Guidelines).

If you provide services in counties located in different DSHS regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.

FY14 PROJECTED
Estimated Number of Unduplicated Clients

HSR: ☐ 1 ☐ 2/3 ☐4/5N ☐6/5S ☐ 7 ☐ 8 ☐9/10 √ 11	Infants 0 - 11 months Children & Adolescents 1 – 21 years	
	Number of Clients	Total $ Amount for all services provided
Child Health (include costs for laboratory and case management)	82	$ 34,833.00
Child Dental	-0-	$ -0-
GRAND TOTAL* Number of Clients and Dollars Requested	82	$ 34,833.00
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐Yes √No	Not currently a provider, but am interested in applying: ☐Yes √No

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES GUIDELINES

FORM B-3 must be used for Title V proposed child health and dental services only. The form reflects the estimated unduplicated number of the Title V child health and/or child dental eligible clients the respondent proposes to serve, and the total amount estimated to be billed to the Title V Child Health & Child Dental Services program. Complete a separate FORM B-3 for each Health Service Region in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Child Health, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Child Dental enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Child Health & Child Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM B-4: TITLE V CHILD HEALTH SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Health worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

FORM B-5: TITLE V CHILD DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Dental worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

Section II
Attachment C

Title V Prenatal Medical & Prenatal Dental Services Forms

To Be Completed by Prenatal Medical & Prenatal Dental Services Respondents Only

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL MEDICAL SERVICES

Legal Business Name of Respondent: Hidalgo County

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Administrative Officer	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-3229		
E-mail:	eddie.olivarez@hchd.org		
Medical Director:	Ivan Melendez	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Physician	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	N/A		
Program Coordinator:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Director Of Nursing	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext. 235	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	lydia.serna@hchd.org		
Financial Officer:	Miguel Escaname	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Financial Officer	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext. 222	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-3229		
E-mail:	mike.escaname@hchd.org		
Quality Assurance Contact:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Director of Nursing	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-3229		
E-mail:	lydia.serna@hchd.org		
Public Information Contact*:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Administrative Officer	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-3229		
E-mail:	eddie.olivarez@hchd.org		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: N/A

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: Hidalgo County

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

1. The Hidalgo County Health and Human Services Department will continue to provide Prenatal services to uninsured and underinsured clients at all seven (7) clinics located throughout Hidalgo County. The department does not propose to provide prenatal services outside the Hidalgo County area.
2. The Hidalgo County Health and Human Services Department (HCHHSD) has provided Prenatal services for more than 30 years to the indigent residents of Hidalgo County. Besides state funds (DSHS), the HCHHSD also receives local funds (County) to support Prenatal services. The HCHHSD funds are monitored closely by the Chief Financial Officer to ensure Prenatal services are provided on an ongoing basis each year. The HCHHSD will continue to provide the existing Prenatal services during FY 2014. The HCHHSD conducts Prenatal services under the guidance of a Chief Physician. This Chief Physician and Practitioners update standing delegations orders yearly and provide staff education and quality assurance activities on an on going basis to all nursing staff. The HCHHSD has 7 clinics throughout the county that facilitate client accessibility for Prenatal services. Each clinic is staffed with RN's, LVN's and support staff. The Chief Physician and Practitioners are accessible to the clinic nurses to ensure Prenatal services are provided to clients safely, timely, and as per DSHS/HCHHSD policies and procedures. The departments LBSW assist in providing case management services to eligible clients and assist the nursing staff in referring clients to the local Title V Genetic services, as applicable. The HCHHSD utilizes an EMR System for client data entry and reports; and, for eligibility screening for services; and the Imm Trac Registry for vaccine documentation. The HCHHSD adheres to the confidentiality policy (HIPAA) for all of these programs. The department utilizes county funds to promote the clinic services thru PSA's in TV, radio & newspaper. Also, the department's Outreach Specialist's and educators promote and educate the community on the services provided, specifically Prenatal, in Health Fairs, community group presentations and coalition meetings. The HCHHSD partners with local providers in assisting Prenatal clients with medical health care needs and social needs. These providers include private physicians that provide delivery services; the Nuestra Clinica de Valle clinics and El Milagro Clinic assist in providing medical health care services; and, County Indigent Health Care and State Department of Human Services assist in providing financial support. There are no other clinics that provide Prenatal services to the uninsured and free of charge as does the HCHHSD in Hidalgo County. Thus, DSHS support is detrimental to the HCHHSD to continue providing Prenatal services to the population in need in Hidalgo County.
3. The HCHHSD assesses each prenatal client for family violence, substance abuse, and mental needs in every client visit; by collecting the history (family & client) and conducting the physical assessment.

4. The HCHHSD partners with local providers (FQHC's) in referring prenatal clients for medical health care needs. As stated before, the HCHHSD is the only agency in the county that provides prenatal services to the uninsured at no cost. Every prenatal client and family seen at the department are screened for resources and referred accordingly. This includes referring families to the internal department, Human Services Division for medical financial assistance. In addition, the clients eligible and approved for the CHIP Prenatal Program are referred to a provider of their choice for delivery services. The department nursing staff and Outreach Specialist assist in the follow-up of the client and the newborn for Child Health & Family Planning services after delivery.
5. The HCHHSD nursing staff are all bilingual (English & Spanish). The HCHHSD also contract with A Sign Language Company and Language Line Contract Services to clients needing interpreting services. Also, all of the HCHHSD clinics are ADA compliant and are located through out the county providing accessibility to the community in need. In addition, the department provide some extended hours to accommodate working families. Overall, the department assesses the client's families needs yearly thru client satisfaction surveys to improve service delivery.
6. The HCHHSD does not plan to sub-contract Title V services during this contract period.
7. The Quality assurance/quality improvement (QA/QI) process for the HCHHSD is as follows:
    a. The role of the QA Committee is to write and monitor the Quality Assurance Plan of the HCHHSD. The members of the committee include the RN Supervisors, Clerk Managers, Practitioners, LBSW, Chief Physician, Chief Administrative Officer, Billing Supervisor, DON & ADON.
    b. The Chief Physician's role is to review and update the department's standing delegation orders yearly and as needed.
    c. The assigned QA Committee members conduct on site observation of services and client staff interactions provided by clinic staff for all programs at least quarterly; and, by using the appropriate observation tool. Findings and recommendations are reported to the committee at the next Committee meeting. The Committee conducts client record reviews (audits) from all programs and clinics to evaluate compliance of standards, standing delegation orders, policies and procedures.
    d. The Committee review records that are not compliant with standards and conduct appropriate actions as recommended on the record audit tool corrective action plan and follow up plan. The Committee evaluates the observations and record audit findings to determine staff development needs. The QA Committee also evaluates client records for compliance of nursing standards and refer to the Peer Review Committee, as applicable.
    e. The HCHHSD Director Of Nursing ensures client satisfaction surveys are conducted at all Health Department Clinics at least yearly. The summarized report is reviewed with the QA Committee on the next quarterly meeting. The Committee utilizes these findings to assure that quality and appropriate services are provided at all the health department clinics.
    f. The HCHHSD Director of Nursing and the Chief Physician review all written client and providers complaints, as well as all adverse outcomes in the clinic setting and develop a safeguard to prevent recurrence. Adverse outcomes are written in the appropriate incident report form and a conference with the provider is conducted, with plan of action written, and correction date set. The Committee conducts follow up on recommendations made to ensure resolution of problems:

1. recommendations to record audits.
2. recommendations to adverse outcomes.

The committee assures standards compliance and address recurrent deficiencies by providing necessary educational training, in-services, and management functions expeditiously to nursing and support staff to correct problems identified. Monitoring of all clinics services are conducted by the DON & ADON to all the clinics on a quarterly basis. The Committee recommends administrative action if the deficiencies continue.

g. The Committee maintains program objectives and updates them at least yearly. These program objectives are developed by utilizing state morbity data, state Healthy 2020 Objectives and local community assessments to determine essential appropriate program objectives. The Committee assures this by appointing eligible members to participate in the Performance Based Program Objectives Committees (PBO). These committees are Prenatal, Family Planning, Child Health, Immunizations, C/M, STD and TB. The PBO committee members appointed consist of clinic nurses, LBSW and Practitioners. The members for each PBO committee are appointed based on their expertise and training background. Example: for C/M, only certified case managers participate in that committee. The Program Objectives Committee's meet quarterly to conduct record reviews and identify outcomes. Outcomes identified are submitted to the QA Committee in the quarterly reports. The RN Supervisor present the record review outcomes and follow up plan to all nursing staff at each monthly clinic staff meeting.
h. The HCHHSD Chief Physician and department Practitioners maintain department standing delegation orders current. This staff ensure that they stay updated on medical practices/standards by attending trainings, conferences and researching medical information. The HCHHSD Chief Physician and Practitioners also refer to and ensure that standing delegation orders are within CDC and DSHS guidelines.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating and procedures manual. The service delivery plan must:

1. Summarize the proposed **prenatal medical and/or prenatal dental** services and how respondent will assist patient with the CHIP Perinatal Program application process. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe delivery systems, workforce (attach organizational chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe process of assessing risk factors associated with family violence, substance abuse and mental health needs.

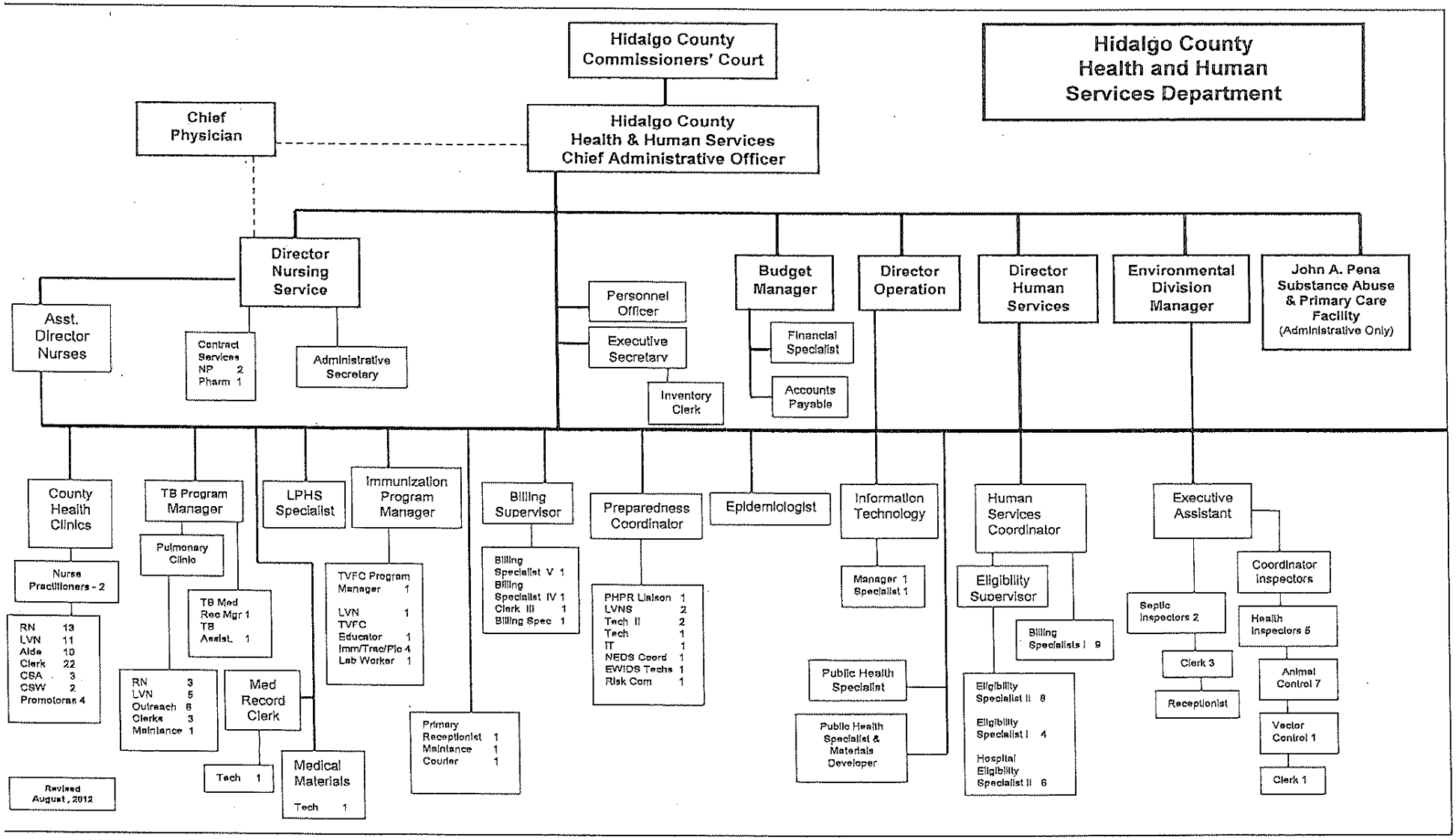
4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract out any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;

- System utilized to identify and monitor adverse outcomes;
- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.


Hidalgo County Commissioners' Court
Hidalgo County Health and Human Services Department
Chief Physician
Hidalgo County Health & Human Services Chief Administrative Officer
Director Nursing Service
Asst. Director Nurses
Contract Services NP 2 Pharm 1
Administrative Secretary
Personnel Officer
Executive Secretary
Inventory Clerk
Budget Manager
Financial Specialist
Accounts Payable
Director Operation
Director Human Services
Environmental Division Manager
John A. Pena Substance Abuse & Primary Care Facility (Administrative Only)
County Health Clinics
Nurse Practitioners - 2
RN 13
LVN 11
Aide 10
Clerk 22
CSA 3
CSW 2
Promotoran 4
TB Program Manager
Pulmonary Clinic
TB Med Rec Mgr 1
TB Assist. 1
RN 3
LVN 5
Outreach 6
Clerks 3
Maintance 1
Tech 1
Med Record Clerk
LPHS Specialist
Medical Materials
Tech 1
Immunization Program Manager
TVFC Program Manager 1
LVN 1
TVFC Educator 1
Imm/Trac/Pic 4
Lab Worker 1
Primary Receptionist 1
Maintance 1
Courier 1
Billing Supervisor
Billing Specialist V 1
Billing Specialist IV 1
Clerk III 1
Billing Spec 1
Preparedness Coordinator
PHPR Liaison 1
LVNS 2
Tech II 2
Tech 1
IT 1
NEDS Coord 1
EWIDS Techs 1
Risk Com 1
Epidemiologist
Information Technology
Manager 1
Specialist 1
Public Health Specialist
Public Health Specialist & Materials Developer
Human Services Coordinator
Eligibility Supervisor
Billing Specialists I 9
Eligibility Specialist II 8
Eligibility Specialist I 4
Hospital Eligibility Specialist II 6
Executive Assistant
Septic Inspectors 2
Clerk 3
Receptionist
Coordinator Inspectors
Health Inspectors 5
Animal Control 7
Vector Control 1
Clerk 1
Revised August, 2012

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: Hidalgo County

This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form C-3 Guidelines).

If you provide services in counties located in different DSHS regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.

FY14 PROJECTED
Estimated Number of Unduplicated Clients

HSR: ☐ 1 ☐ 2/3 ☐4/5N ☐6/5S ☐ 7 ☐ 8 ☐9/10 √ 11	Pregnant Women	
	Number of Clients	Total $ Amount for all services provided
Prenatal Medical (include costs for laboratory and case management)	1027	$ 165,909.00
Prenatal Dental	-0-	$ -0-
GRAND TOTAL* Number of Clients and Dollars Requested	1027	$ 165,909.00
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐Yes √ No	Not currently a provider, but am interested in applying: ☐Yes √ No

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL SERVICES CEILING REQUEST AND PERFORMANCE MEASURES GUIDELINES

FORM C-3 must be used for Title V proposed prenatal medical and prenatal dental services only. The form reflects the estimated unduplicated number of Title V prenatal medical and/or prenatal dental eligible clients the respondent proposes to serve and the total amount estimated to be billed to the Title V Prenatal Medical Services program. Complete a separate FORM C-3 for each Health Service Region (HSR) in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Prenatal Medical services, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Prenatal Dental service enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Prenatal Medical & Prenatal Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM C-4: TITLE V PRENATAL MEDICAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Medical worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

FORM C-5: TITLE V PRENATAL DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Dental worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

Attachment G - Grantee's FY 2018 Renewal Application

Health and Human Services Commission

FORM A-1: FACE PAGE – FY18 Prenatal Medical and Prenatal Dental Renewal Application as authorized under Community Health Services (RFP # CHS/TV-0554.1)

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION			
1) LEGAL BUSINESS NAME:	Hidalgo County		
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):		**Check if address change**	☐
1304 S. 25th Ave Edinburg, Texas 78542			
3) PAYEE Name and Mailing Address (if different from above):		**Check if address change**	☐
Norma Garcia, County Treasurer, 2810 South Business Hwy 281, Edinburg, Texas 78542			
4) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) **or Social Security Number** (9 digit): **DUNS Number:**	74-6000717 10-311-0834		
The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.			
5) Medicaid Provider Number: 1932146836	**OR**	**Date Medicaid Application Submitted & TMHP Ticket #:**	

6) TYPE OF ENTITY (check all that apply):

☐	City	☐	Nonprofit Organization*	☐	Individual
☒	County	☐	For Profit Organization*	☐	FQHC
☐	Other Political Subdivision	☐	HUB Certified	☐	State Controlled Institution of Higher Learning
☐	State Agency	☐	Community-Based Organization	☐	Hospital
☐	Indian Tribe	☐	Minority Organization	☐	Private
		☐	Faith Based (Nonprofit Org)	☐	Other (specify):

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD:	**Start Date:**	09/01/2017	**End Date:**	08/31/2018

8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).

9) AMOUNT OF FUNDING	**V-PM & PD** $ 144,029.00
10) PROJECTED	$ 2,700,000.00

Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? **

Yes ☒ No ☐

***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non project-related HHSC funds.*

11) PROJECT CONTACT PERSON

Name:	Eduardo Olivarez
Phone:	956-383-6221
Fax:	956-383-3229
E-mail:	eddie.olivarez@hchd.org

12) FINANCIAL OFFICER

Name:	Raymundo Eufracio
Phone:	956-318-2511
Fax:	956-318-2577
E-mail:	ray.eufracio@auditor.co.hidalgo.tx.us

Health and Human Services Commission

FORM A-1: FACE PAGE – FY18 Prenatal Medical and Prenatal Dental Renewal Application as authorized under Community Health Services (RFP # CHS/TV-0554.1)

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION			
1) LEGAL BUSINESS NAME:	Hidalgo County		
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):		**Check if address change**	☐
1304 S. 25th Ave Edinburg, Texas 78542			
3) PAYEE Name and Mailing Address (if different from above):		**Check if address change**	☐
Norma Garcia, County Treasurer, 2810 South Business Hwy 281, Edinburg, Texas 78542			
4) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) **or Social Security Number** (9 digit): **DUNS Number:**		74-6000717 10-311-0834	
The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.			
5) Medicaid Provider Number: 1932146836	**OR**	**Date Medicaid Application Submitted & TMHP Ticket #:**	

6) TYPE OF ENTITY (check all that apply):

☐	City	☐	Nonprofit Organization*	☐	Individual
☒	County	☐	For Profit Organization*	☐	FQHC
☐	Other Political Subdivision	☐	HUB Certified	☐	State Controlled Institution of Higher Learning
☐	State Agency	☐	Community-Based Organization	☐	Hospital
☐	Indian Tribe	☐	Minority Organization	☐	Private
		☐	Faith Based (Nonprofit Org)	☐	Other (specify):

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD:	**Start Date:**	09/01/2017	**End Date:**	08/31/2018

8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).

9) AMOUNT OF FUNDING	**V-PM & PD** $ 144,029.00
10) PROJECTED	$ 2,700,000.00

Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? **

Yes ☒ No ☐

***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non project-related HHSC funds.*

11) PROJECT CONTACT PERSON

Name:	Eduardo Olivarez
Phone:	956-383-6221
Fax:	956-383-3229
E-mail:	eddie.olivarez@hchd.org

12) FINANCIAL OFFICER

Name:	Raymundo Eufracio
Phone:	956-318-2511
Fax:	956-318-2577
E-mail:	ray.eufracio@auditor.co.hidalgo.tx.us

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: HHSC Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE		**Check if change** ☐	**14) SIGNATURE OF AUTHORIZED REPRESENTATIVE**
Name:	Ramon Garcia		
Title:	County Judge		**15) DATE**
Phone:	956-318-2600		
Fax:	956-318-2699		
E-mail:	ramon.garcia@co.hidalgo.tx.us		

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: HHSC Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE		**Check if change** ☐	**14) SIGNATURE OF AUTHORIZED REPRESENTATIVE**
Name:	Ramon Garcia		Ramon Garcia
Title:	County Judge		**15) DATE**
Phone:	956-318-2600		3/7/17
Fax:	956-318-2699		
E-mail:	ramon.garcia@co.hidalgo.tx.us		

APPROVED BY COMMISSIONERS' COURT ON: 3/7/17

FORM A-1: FACE PAGE INSTRUCTIONS

This form provides basic information about the respondent and the proposed project with the Health and Human Services Commission (HHSC), including the signature of the authorized representative. It is the cover page of the proposal and is required to be completed. Signature affirms the facts contained in the respondent's response are truthful and the respondent is in compliance with the assurances and certifications contained in **HHSC Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the respondent's proposal.

1. **LEGAL BUSINESS NAME** - Enter the legal name of the respondent.

2. **MAILING ADDRESS INFORMATION** - Enter the respondent's complete physical address and mailing address, city, county, state, and zip code.

3. **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with respondent to receive payment for services rendered by respondent and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the respondent. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4. **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The respondent acknowledges, understands and agrees the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.
   DUNS Number – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. . This number is required if receiving **ANY** federal funds and can be obtained at: http://fedgov.dnb.com/webform
5. **MEDICAID PROVIDER NUMBER OR DATE MEDICAID APPLICATION SUBMITTED** – Enter the Medicaid provider number used by the organization to bill Medicaid. If the organization does not have a Medicaid number, enter the date an application was submitted to obtain a Medicaid number and TMPH Ticket #.

6. **TYPE OF ENTITY** - The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Check all appropriate boxes that apply.
   - HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (economically disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the Comptroller's Texas Procurement and Support Services or another entity.
   - MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   - If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

7. **PROPOSED BUDGET PERIOD** - Enter the budget period for this proposal. Budget period is defined in the RFP.

8. **COUNTIES SERVED BY PROJECT** – Check off counties to be served from the list of Texas counties on Page 3 (below) and include behind the Face Page. Do not write counties on line 8. Do check the counties to be served on the counties list page.

9. **AMOUNT OF FUNDING** - Contractor to enter the contract award amount from the renewal application notice. The amount and the Grand Total of Form E must match.

10. **PROJECTED EXPENDITURES** - If respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year, respondent must arrange for a financial compliance audit (Single Audit).

11. **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and e-mail address of the person responsible for the proposed project.

12. **FINANCIAL OFFICER** - Enter the name, phone, fax, and e-mail address of the person responsible for the financial aspects of the proposed project.

13. **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and e-mail address of the person authorized to represent the respondent. Check the "Check if change" box if the authorized representative is different from previous submission to HHSC.

14. **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the respondent must sign in this blank.

15. **DATE** - Enter the date the authorized representative signed this form.

FORM B: Title V Prenatal Medical & Prenatal Dental Services, Texas Counties and Regions List in Alphabetical Order
Legal Business Name of Respondent:
COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐	4/5N	Collin	☐	2/3	Galveston	☐	6/5S
Andrews	☐	9/10	Collingsworth	☐	1	Garza	☐	1
Angelina	☐	4/5N	Colorado	☐	6/5S	Gillespie	☐	8
Aransas	☐	11	Comal	☐	8	Glasscock	☐	9/10
Archer	☐	2/3	Comanche	☐	2/3	Goliad	☐	8
Armstrong	☐	1	Concho	☐	9/10	Gonzales	☐	8
Atascosa	☐	8	Cooke	☐	2/3	Gray	☐	1
Austin	☐	6/5S	Coryell	☐	7	Grayson	☐	2/3
-B-			Cottle	☐	2/3	Gregg	☐	4/5N
Bailey	☐	1	Crane	☐	9/10	Grimes	☐	7
Bandera	☐	8	Crockett	☐	9/10	Guadalupe	☐	8
Bastrop	☐	7	Culberson	☐	9/10	**-H-**		
Baylor	☐	2/3	**-D-**			Hale	☐	1
Bee	☐	11	Dallam	☐	1	Hall	☐	1
Bell	☐	7	Dallas	☐	2/3	Hamilton	☐	7
Bexar	☐	8	Dawson	☐	9/10	Hansford	☐	1
Blanco	☐	7	Deaf Smith	☐	1	Hardeman	☐	2/3
Borden	☐	9/10	Delta	☐	4/5N	Hardin	☐	6/5S
Bosque	☐	7	Denton	☐	2/3	Harris	☐	6/5S
Bowie	☐	4/5N	DeWitt	☐	8	Harrison	☐	4/5N
Brazoria	☐	6/5S	Dickens	☐	1	Hartley	☐	1
Brazos	☐	7	Dimmit	☐	8	Haskell	☐	2/3
Brewster	☐	9/10	Donley	☐	1	Hemphill	☐	1
Briscoe	☐	1	Duval	☐	11	Henderson	☐	4/5N
Brooks	☐	11	**-E-**			Hidalgo	☒	11
Brown	☐	2/3	Eastland	☐	2/3	Hill	☐	7
Burleson	☐	7	Ector	☐	9/10	Hockley	☐	1
Burnet	☐	7	Edwards	☐	8	Hood	☐	2/3
-C-			Ellis	☐	2/3	Hopkins	☐	4/5N
Caldwell	☐	7	El Paso	☐	9/10	Houston	☐	4/5N
Calhoun	☐	8	Erath		2/3	Howard	☐	9/10
Callahan	☐	2/3	**-F-**	☐		Hudspeth	☐	9/10
Cameron	☐	11	Falls	☐	7	Hunt	☐	2/3
Camp	☐	4/5N	Fannin	☐	2/3	Hutchinson	☐	1
Carson	☐	1	Fayette	☐	7	**-I-**		
Cass	☐	4/5N	Fisher	☐	2/3	Irion	☐	9/10
Castro	☐	1	Floyd	☐	1	**-J-**		
Chambers	☐	6/5S	Foard	☐	2/3	Jack	☐	2/3
Cherokee	☐	4/5N	Fort Bend	☐	6/5S	Jackson	☐	8
Childress	☐	1	Franklin	☐	4/5N	Jasper	☐	4/5N
Clay	☐	2/3	Freestone	☐	7	Jeff Davis	☐	9/10
Cochran	☐	1	Frio	☐	8	Jefferson	☐	6/5S
Coke	☐	9/10	**-G-**			Jim Hogg	☐	11
Coleman	☐	2/3	Gaines	☐	9/10	Jim Wells	☐	11

Johnson	☐	2/3
Jones	☐	2/3
-K-		
Karnes	☐	8
Kaufman	☐	2/3
Kendall	☐	8
Kenedy	☐	11
Kent	☐	2/3
Kerr	☐	8
Kimble	☐	9/10
King	☐	1
Kinney	☐	8
Kleberg	☐	11
Knox	☐	2/3
-L-		
Lamar	☐	4/5N
Lamb	☐	1
Lampasas	☐	7
La Salle	☐	8
Lavaca	☐	8
Lee	☐	7
Leon	☐	7
Liberty	☐	6/5S
Limestone	☐	7
Lipscomb	☐	1
Live Oak	☐	11
Llano	☐	7
Loving	☐	9/10
Lubbock	☐	1
Lynn	☐	1
-M-		
Madison	☐	7
Marion	☐	4/5N
Mason	☐	9/10
Matagorda	☐	6/5S
Maverick	☐	8
McCulloch	☐	9/10
McLennan	☐	7
McMullen	☐	11
Medina	☐	8
Menard	☐	9/10
Midland	☐	9/10
Milam	☐	7
Mills	☐	7
Mitchell	☐	2/3
Montague	☐	2/3
Montgomery	☐	6/5S
Moore	☐	1
Morris	☐	4/5N
Motley	☐	1
-N-		
Nacogdoches	☐	4/5N
Navarro	☐	2/3
Newton	☐	4/5N
Nolan	☐	2/3
Nueces	☐	11
-O-		
Ochiltree		1
Oldham	☐	1
Orange	☐	6/5S
-P-	☐	
Palo Pinto	☐	2/3
Panola	☐	4/5N
Parker	☐	2/3
Parmer	☐	1
Pecos	☐	9/10
Polk	☐	4/5N
Potter	☐	1
Presidio	☐	9/10
-R-		
Rains	☐	4/5N
Randall	☐	1
Reagan	☐	9/10
Real	☐	8
Red River	☐	4/5N
Reeves	☐	9/10
Refugio	☐	11
Roberts	☐	1
Robertson	☐	7
Rockwall	☐	2/3
Runnels	☐	2/3
Rusk	☐	4/5N
-S-		
Sabine	☐	4/5N
San Augustine	☐	4/5N
San Jacinto	☐	4/5N
San Patricio	☐	11
San Saba	☐	7
Scurry	☐	2/3
Shackelford	☐	2/3
Shelby	☐	4/5N
Sherman	☐	1
Smith	☐	4/5N
Somervell	☐	2/3
Starr	☐	11
Stephens	☐	2/3
Sterling	☐	9
Stonewall	☐	2/3
Sutton	☐	9/10
Swisher	☐	1
-T-	☐	
Tarrant	☐	2/3
Taylor	☐	2/3
Terrell	☐	9/10
Terry	☐	1
Throckmorton	☐	2/3
Titus	☐	4/5N
Tom Green	☐	9/10
Travis	☐	7
Trinity	☐	4/5N
Tyler	☐	4/5N
-U-		
Upshur	☐	4/5N
Upton	☐	9/10
Uvalde	☐	8
-V-		
Val Verde	☐	8
Van Zandt	☐	4/5N
Victoria	☐	8
-W-		
Walker	☐	6/5S
Waller	☐	6/5S
Ward	☐	9/10
Washington	☐	7
Webb	☐	11
Wharton	☐	6/5S
Wheeler	☐	1
Wichita	☐	2/3
Wilbarger	☐	2/3
Willacy	☐	11
Williamson	☐	7
Wilson	☐	8
Winkler	☐	9/10
Wise	☐	2/3
Wood	☐	4/5N
-Y-		
Yoakum	☐	1
Young	☐	2/3
-Z-		
Zapata	☐	11
Zavala	☐	8

FORM C: CONTACT PERSON INFORMATION
TITLE V PRENATAL MEDICAL SERVICES

Legal Business Name of Respondent: Hidalgo County

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. Complete all information for all contacts within your agency. Mark N/A if a contact does not apply to your agency. *All phone numbers should be a direct line to the designated individual.* *If any of the following information changes during the term of the contract, please send written notification to the Contract Manager in the **Contract Management Unit.***

Please ensure that all information is accurate.

Executive Director:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer	1304 S. 25th Ave
Phone:	956-383-6221 Ext. 7211	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	eddie.olivarez@hchd.org	
Medical Director:	Ivan Melendez, M.D.	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Physician	1304 S. 25th Ave
Phone:	956-383-6221 Ext.	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	planetmed4@gmail.com	
Program Coordinator:	Connie Sanchez, RN	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director of Clinical Care Services	1304 S. 25th Ave
Phone:	956-383-6221 Ext.7212	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	connie.sanchez@hchd.org	
Financial Officer:	Mike Escaname	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Budget Manager	1304 S. 25th Ave
Phone:	956-383-6221 Ext. 7210	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	mike.escaname@hchd.org	
Quality Assurance Contact:	Connie Sanchez, RN	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director of Clinical Care Services	1304 S. 25th Ave
Phone:	956-383-6221 Ext. 7212	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	connie.sanchez@hchd.org	
Billing Contact:	Maveli Martinez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Health Services Billing Supervisor	1304 S. 25th Ave
Phone:	956-383-6221 Ext. 7392	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	maveli.martinez@hchd.org	
Public Information Contact*:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer	1304 S. 25th Ave
Phone:	956-383-6221 Ext. 7211	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	eddie.olivarez@hchd.org	

*Will be provided as referral information to the public by 2-1-1, the DSHS/HHSC website, and other health information resources.

FORM C: CONTACT PERSON INFORMATION
TITLE V PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: N/A

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Billing Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	

Fax:		
E-mail:		

		Mailing Address (incl. street, city, county, state, & zip):
Public Information Contact*:		
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS/HHSC website, and other health information resources.

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	**Clinic Site # _1_ of _7__**

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	**BCCS**	☐		☐	**PHC**	☐	**HTW**	☐	**Epilepsy**	
	☐	**FQHC**	☐	**FQHC Look-alike**	☐	**Open Extended Hours**					
	☒	**V – Child Health**	☒	**V – Prenatal Medical**							
	☐	**V-Child Dental**	☐	**V – Prenatal Dental**							
Subcontractor Site:	☐	**Yes**	☒	**No**							
Clinic Name to Appear on Website Locator:	**HCHHSD- Edinburg Clinic**										
Contact Person:	**Laura Martinez, RN**					**Phone:**	**956-318-2040**				
Location of Site:	**3105 E. Richardson**					**Fax:**	**956-316-3491**				
Street Address:	**3105 E. Richardson**										
City:	**Edinburg**		**County:**	**Hidalgo**		**Zip Code:**	**78541**		**HSR:**	**11**	
Pharmacy License #:	**07182**	**TPI #:**		**139351611**		**NPI#:**	**1932146636**				

CLINIC HOURS AND SERVICES:

DAY		**HOURS OF OPERATION**		**SERVICES PROVIDED/CLINIC TYPE**	**# MONTHLY CLINICS**
		From	**To**		
MONDAY	**Morning**	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	**Morning**	7:30	12:00	Child Health Clinic, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	**Morning**	7:30	12:00	Pregnancy Tests, Prenatal Intakes & Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				**TOTAL # CLINICS PER MONTH**	20

PROGRAM SPECIFICS:

Check all that apply for TV Prenatal Medical and Prenatal Dental Services	
☒ **Appointment scheduling on site**	☒ **Site does client intake and/or eligibility determination**
☒ **Prenatal Medical services provided on site**	☒ **Enrolled as a CHIP Perinatal Provider**
☐ **Prenatal Dental services provided on site**	☒ **Enrolled as a Medicaid Provider**

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	**Clinic Site # _2_ of _7__**

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	**BCCS**	☐		☐	**PHC**	☐	**HTW**	☐	**Epilepsy**	
	☐	**FQHC**	☐	**FQHC Look-alike**	☐	**Open Extended Hours**					
	☒	**V – Child Health**	☒	**V – Prenatal Medical**							
	☐	**V-Child Dental**	☐	**V – Prenatal Dental**							
Subcontractor Site:	☐	**Yes**	☒	**No**							
Clinic Name to Appear on Website Locator:	**HCHHSD- Elsa Clinic**										
Contact Person:	**Elva Murphy, RN**				**Phone:**	**956-262-1141**					
Location of Site:	**708 Edinburg St.**				**Fax:**	**956-262-7842**					
Street Address:	**708 Edinburg St.**										
City:	**Elsa**	**County:**	**Hidalgo**	**Zip Code:**	**78538**	**HSR:**	**11**				
Pharmacy License #:	**07182**	**TPI #:**	**139350609**	**NPI#:**	**1932146636**						

CLINIC HOURS AND SERVICES:

DAY		**HOURS OF OPERATION**		**SERVICES PROVIDED/CLINIC TYPE**	**# MONTHLY CLINICS**
		From	**To**		
MONDAY	**Morning**	8:00	12:00	Family Planning Intakes & Returns, Immunizations, Newborn, Assessments & TB Visits	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
TUESDAY	**Morning**	8:00	12:00	Child Health Clinic, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
WEDNESDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	**Morning**	8:00	12:00	Immunizations, Family Planning Clinic, Rx's & Pregnancy Tests	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
FRIDAY	**Morning**	8:00	12:00	Maternity Intakes, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				**TOTAL # CLINICS PER MONTH**	20

PROGRAM SPECIFICS:

Check all that apply for TV Prenatal Medical and Prenatal Dental Services	
☒ **Appointment scheduling on site**	☒ **Site does client intake and/or eligibility determination**
☒ **Prenatal Medical services provided on site**	☒ **Enrolled as a CHIP Perinatal Provider**
☐ **Prenatal Dental services provided on site**	☒ **Enrolled as a Medicaid Provider**

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	**Clinic Site # _3_ of _7__**

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	**BCCS**	☐		☐	**PHC**	☐	**HTW**	☐	**Epilepsy**	
	☐	**FQHC**	☐	**FQHC Look-alike**	☐	**Open Extended Hours**					
	☒	**V – Child Health**	☒	**V – Prenatal Medical**							
	☐	**V-Child Dental**	☐	**V – Prenatal Dental**							
Subcontractor Site:	☐	**Yes**	☒	**No**							
Clinic Name to Appear on Website Locator:	**HCHHSD- Hidalgo Clinic**										
Contact Person:	**Norma Garza, RN**				**Phone:**	**956-843-7463**					
Location of Site:	**702 E. Texano**				**Fax:**	**956-843-7762**					
Street Address:	**702 E. Texano**										
City:	**Hidalgo**	**County:**	**Hidalgo**	**Zip Code:**	**78557**	**HSR:**	**11**				
Pharmacy License #:	**07182**	**TPI #:**	**139350610**	**NPI#:**	**1932146636**						

CLINIC HOURS AND SERVICES:

DAY		**HOURS OF OPERATION**		**SERVICES PROVIDED/CLINIC TYPE**	**# MONTHLY CLINICS**
		From	**To**		
MONDAY	**Morning**	8:00	12:00	Immunizations, Family Planning Rx's & TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
TUESDAY	**Morning**	8:00	12:00	Child Health Clinic, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
WEDNESDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	**Morning**	8:00	12:00	Family Planning Intakes & Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
FRIDAY	**Morning**	8:00	12:00	Prenatal Intakes, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				**TOTAL # CLINICS PER MONTH**	20

PROGRAM SPECIFICS:

Check all that apply for TV Prenatal Medical and Prenatal Dental Services	
☒ **Appointment scheduling on site**	☒ **Site does client intake and/or eligibility determination**
☒ **Prenatal Medical services provided on site**	☒ **Enrolled as a CHIP Perinatal Provider**
☐ **Prenatal Dental services provided on site**	☒ **Enrolled as a Medicaid Provider**

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	**Clinic Site # _4_ of _7__**

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	**BCCS**	☐		☐	**PHC**	☐	**HTW**	☐	**Epilepsy**	
	☐	**FQHC**	☐	**FQHC Look-alike**	☐	**Open Extended Hours**					
	☒	**V – Child Health**	☒	**V – Prenatal Medical**							
	☐	**V-Child Dental**	☐	**V – Prenatal Dental**							
Subcontractor Site:	☐	**Yes**	☒	**No**							
Clinic Name to Appear on Website Locator:	**HCHHSD- McAllen Clinic**										
Contact Person:	**Victoria Garza, RN**					**Phone:**	**956-682-6155**				
Location of Site:	**300 E. Hackberry**					**Fax:**	**956-618-5979**				
Street Address:	**300 E. Hackberry**										
City:	**McAllen**	**County:**	**Hidalgo**	**Zip Code:**	**78501**	**HSR:**	**11**				
Pharmacy License #:	**07182**	**TPI #:**	**139350605**	**NPI#:**	**1932146636**						

CLINIC HOURS AND SERVICES:

DAY		**HOURS OF OPERATION**		**SERVICES PROVIDED/CLINIC TYPE**	**# MONTHLY CLINICS**
		From	**To**		
MONDAY	**Morning**	7:30	12:00	STD Clinic, Immunizations, TB Visits & Prenatal Intakes	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	**Morning**	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	**Morning**	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				**TOTAL # CLINICS PER MONTH**	20

PROGRAM SPECIFICS:

Check all that apply for TV Prenatal Medical and Prenatal Dental Services	
☒ **Appointment scheduling on site**	☒ **Site does client intake and/or eligibility determination**
☒ **Prenatal Medical services provided on site**	☒ **Enrolled as a CHIP Perinatal Provider**
☐ **Prenatal Dental services provided on site**	☒ **Enrolled as a Medicaid Provider**

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	**Clinic Site # _5_ of _7__**

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	**BCCS**	☐		☐	**PHC**	☐	**HTW**	☐	**Epilepsy**	
	☐	**FQHC**	☐	**FQHC Look-alike**	☐	**Open Extended Hours**					
	☒	**V – Child Health**	☒	**V – Prenatal Medical**							
	☐	**V-Child Dental**	☐	**V – Prenatal Dental**							
Subcontractor Site:	☐	**Yes**	☒	**No**							
Clinic Name to Appear on Website Locator:	**HCHHSD- Mission Clinic**										
Contact Person:	**Cecilia Lopez, RN**				**Phone:**	**956-585-2461**					
Location of Site:	**211 N. Schuerbach Rd. Ste.1**				**Fax:**	**956-585-7144**					
Street Address:	**211 N. Schuerbach Rd. Ste.1**										
City:	**Mission**	**County:**	**Hidalgo**	**Zip Code:**	**78572**	**HSR:**	**11**				
Pharmacy License #:	**07182**	**TPI #:**	**139350612**	**NPI#:**	**1932146636**						

CLINIC HOURS AND SERVICES:

DAY	**HOURS OF OPERATION**		**SERVICES PROVIDED/CLINIC TYPE**	**# MONTHLY CLINICS**
	From	**To**		
MONDAY Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
Afternoon	12:00	5:00		
Evening (After 5 PM)	5:00	5:30		
TUESDAY Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
Afternoon	12:00	5:00		
Evening (After 5 PM)	5:00	5:30		
WEDNESDAY Morning	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
Afternoon	12:00	5:00		
Evening (After 5 PM)	5:00	5:30		
THURSDAY Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
Afternoon	12:00	5:00		
Evening (After 5 PM)	5:00	5:30		
FRIDAY Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
Afternoon	12:00	5:00		
Evening (After 5 PM)				
SATURDAY Morning			N/A	
Afternoon				
Evening (After 5 PM)				
SUNDAY Morning			N/A	
Afternoon				
Evening (After 5 PM)				
TOTAL HOURS/MONTH			**TOTAL # CLINICS PER MONTH**	20

PROGRAM SPECIFICS:

Check all that apply for TV Prenatal Medical and Prenatal Dental Services	
☒ **Appointment scheduling on site**	☒ **Site does client intake and/or eligibility determination**
☒ **Prenatal Medical services provided on site**	☒ **Enrolled as a CHIP Perinatal Provider**
☐ **Prenatal Dental services provided on site**	☒ **Enrolled as a Medicaid Provider**

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	**Clinic Site # _6_ of _7__**

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	**BCCS**	☐		☐	**PHC**	☐	**HTW**	☐	**Epilepsy**	
	☐	**FQHC**	☐	**FQHC Look-alike**	☐	**Open Extended Hours**					
	☒	**V – Child Health**	☒	**V – Prenatal Medical**							
	☐	**V-Child Dental**	☐	**V – Prenatal Dental**							
Subcontractor Site:	☐	**Yes**	☒	**No**							
Clinic Name to Appear on Website Locator:	**HCHHSD- Pharr Clinic**										
Contact Person:	**Hermelinda Lopez, RN**					**Phone:**	**956-787-1531**				
Location of Site:	**300 W. Hall Acres**					**Fax:**	**956-787-6310**				
Street Address:	**300 W. Hall Acres**										
City:	**Pharr**	**County:**	**Hidalgo**	**Zip Code:**	**78577**	**HSR:**	**11**				
Pharmacy License #:	**07182**	**TPI #:**	**139350604**	**NPI#:**	**1932146636**						

CLINIC HOURS AND SERVICES:

DAY		**HOURS OF OPERATION**		**SERVICES PROVIDED/CLINIC TYPE**	**# MONTHLY CLINICS**
		From	**To**		
MONDAY	**Morning**	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	**Morning**	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	**Morning**	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				**TOTAL # CLINICS PER MONTH**	20

PROGRAM SPECIFICS:

Check all that apply for TV Prenatal Medical and Prenatal Dental Services	
☒ **Appointment scheduling on site**	☒ **Site does client intake and/or eligibility determination**
☒ **Prenatal Medical services provided on site**	☒ **Enrolled as a CHIP Perinatal Provider**
☐ **Prenatal Dental services provided on site**	☒ **Enrolled as a Medicaid Provider**

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	**Clinic Site # _7_ of _7__**

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	**BCCS**	☐		☐	**PHC**	☐	**HTW**	☐	**Epilepsy**	
	☐	**FQHC**	☐	**FQHC Look-alike**	☐	**Open Extended Hours**					
	☒	**V – Child Health**	☒	**V – Prenatal Medical**							
	☐	**V-Child Dental**	☐	**V – Prenatal Dental**							
Subcontractor Site:	☐	**Yes**	☒	**No**							
Clinic Name to Appear on Website Locator:	**HCHHSD- Weslaco Clinic**										
Contact Person:	**Elva Murphy, RN**				**Phone:**	**956-968-7541**					
Location of Site:	**1901 N. Bridge**				**Fax:**	**956-968-0085**					
Street Address:	**1901 N. Bridge**										
City:	**Weslaco**	**County:**	**Hidalgo**	**Zip Code:**	**78596**	**HSR:**	**11**				
Pharmacy License #:	**07182**	**TPI #:**	**139350607**	**NPI#:**	**1932146636**						

CLINIC HOURS AND SERVICES:

DAY		**HOURS OF OPERATION**		**SERVICES PROVIDED/CLINIC TYPE**	**# MONTHLY CLINICS**
		From	**To**		
MONDAY	**Morning**	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	**Morning**	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	**Morning**	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	**Morning**	8:00	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	5:00	5:30		
	Evening (After 5 PM)				
SATURDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				**TOTAL # CLINICS PER MONTH**	20

PROGRAM SPECIFICS:

Check all that apply for TV Prenatal Medical and Prenatal Dental Services	
☒ **Appointment scheduling on site**	☒ **Site does client intake and/or eligibility determination**
☒ **Prenatal Medical services provided on site**	☒ **Enrolled as a CHIP Perinatal Provider**
☐ **Prenatal Dental services provided on site**	☒ **Enrolled as a Medicaid Provider**

FORM D: CLINIC SITE FORM INSTRUCTIONS

Complete a separate Clinic Site Form for each clinic site. Information provided on clinic site forms is used to update DSHS/HHSC websites and public databases, therefore, each clinic form must contain current and accurate information.

Legal Name of Respondent	Respondent's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Service Area	List counties served by that specific clinic site, NOT all counties served by the whole project.
Funding Sources Used to Support this Clinic	From the sources listed, check all sources of funds used to support that specific clinic site.
Subcontractor Site	For each clinic site, indicate whether that particular site is subcontracted by the respondent to another entity for the provision of services.
Clinic Name to Appear on Website Locator	State the name of the clinic as it will appear on the DSHS/HHSC website locator. (The name should be recognizable to clients.)
Contact Person	Name of contact person for that clinic site.
Phone	Phone number for the clinic.
Location of Site	Clinic location (e.g., Texas Medical Center/Smith Tower)
Fax	Fax number for the clinic.
Street Address	Physical address of clinic.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Pharmacy License #	Pharmacy license number for the clinic (if applicable); otherwise put N/A for Not Applicable.
TPI#	Texas Provider Identifier # for the clinic (if applicable), otherwise N/A.
NPI#	National Provider Identifier # for the clinic (if applicable), or N/A.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of each clinic site for each day of the week broken into morning (e.g., 8:00 a.m. – Noon), afternoon (e.g. 12:01 p.m. – 5:00 p.m.), and evening hours (e.g., 5:01 p.m. – 8:00 p.m.). Indicate days of the week when the clinic is closed (e.g. Tuesday – closed).
Services Provided/Clinic Type	List the type of services provided or type of clinic for each day of the week. For example, Monday = child health clinic, Wednesday = dental clinic, etc. **Legend** -CH-child health, CD-child dental, PM-prenatal medical, PD-prenatal dental.
# Monthly Clinics	List the total number of clinics each month by the day of the week, e.g., Monday = 4 clinics per month; Tuesday = 0 clinics per month, etc.
Total Hours/Month	List the total number of hours of operation per month for each clinic site (e.g., Clinic Site 1 = 128 hours per month; Clinic Site 2 = 160 hours per month, etc.)
Total # Clinics Per Month	List the total number of clinics held per month per clinic site (e.g., Clinic Site 1 = 16, Clinic Site 2 = 20, etc.)

PROGRAM SPECIFICS:

This section of the clinic site form includes questions related to specific HHSC programs. Check the appropriate boxes to indicate what specific services are provided at each clinic site. Services generally vary between clinic sites, so it is essential that accurate service information is reported by respondent in order for HHSC to appropriately monitor services provided. *Important: Any changes in clinic information must be reported **in writing** to the appropriate HHSC Contract Manager in a timely manner. Programmatic or operational changes must be made in accordance with requirements outlined in the HHSC General Provisions at http://www.dshs.state.tx.us/grants/gen-prov.shtm.*

FORM E: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: Hidalgo County _____

	This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form E Guidelines). If you provide services in counties located in different HHSC regions, complete a separate form for <u>each Health Service Region (HSR).</u> Do not complete a separate for each county.
	FY18 PROJECTED **<u>Estimated Number of Unduplicated Clients</u>**

HSR:	☐ 1	☐ 2/3		Pregnant Women
☐ 4/5N	☐ 6/5S	☐ 7		
☐ 8	☐ 9/10	☒ 11		

	<u>Number of Clients</u>	<u>Average Cost Per Client</u>	<u>Total $ Amount for all services provided</u>
Prenatal Medical (include costs for laboratory and case management)	688	$209.34	$144,029.00
Prenatal Dental	0	$0	$0
GRAND TOTAL Number of Clients and Dollars	688	$209.34	$144,029.00
Will Copay be Assessed?	☒Yes ☐No		
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐Yes ☐No		Not currently a provider, but am interested in applying: ☐Yes ☒No

FORM E: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL SERVICES CEILING REQUEST AND PERFORMANCE MEASURES GUIDELINES

FORM E must be used for Title V proposed prenatal medical and prenatal dental services only. The form states the estimated unduplicated number of the Title V prenatal medical and/or prenatal dental eligible clients the respondent proposes to serve and the amount to be billed to the Title V Prenatal Medical & Prenatal Dental Services Program. The Grand Total dollars is the contract award amount on the renewal application notice.

Complete a separate FORM E for each Health Service Region in which services will be provided.

For blocks 1-8, note the block number, its instructions below, and location eon the form.
Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. Block 8: Enter your **contract award amount** from the renewal application notice. This must match the Amount of Funding on Form A-1: Face Page, #9.

3. Blocks 3 and 6: Divide the amount in block 8 between blocks 3 and 6 for services provided. **Note:** Blocks 3 and 6 added together equal block 8.

4. Block 1: Divide amount in block 3 by your average cost per client in block 2 to determine Number of Prenatal Medical Clients.

5. Block 4: Divide amount in block 6 by your average cost per client in block 5 to determine Number of Prenatal Dental Clients.

6. Block 7: Add blocks 1 and 4 and place the grand total number of clients in this block.

7. Indicate whether respondent will be assessing copay by checking “Yes” or “No”.

8. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking “Yes” or “No. If the respondent is not a current provider, check “Yes” or “No” if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM F: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES GUIDELINES

☐ Updated Organization chart attached

Contractors should describe their plans for service delivery (work plan) answering in full the questions below. Work plans should be submitted as a separate attachment along with their renewal application. Contractors do not need to repeat the question with their response.

Contractors should note any changes in their work plan document, from the FY14 Competitive RFP, in a different color font so that modifications can be easily identified by HHSC.

A maximum of six (6) pages may be submitted for the work plan.

1. Summarize the proposed **prenatal medical and/or prenatal dental** services and how respondent will assist patient with the CHIP Perinatal Program application process. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe delivery systems, workforce (attach organizational chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe process of assessing risk factors associated with family violence, substance abuse and mental health needs.

4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract out any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;
   - System utilized to identify and monitor adverse outcomes;
   - Process for identifying performance and outcome measures; and
   - Process utilized to develop protocols and Standing Delegation Orders.

8. Describe agency's process in preparing for the release of a web-based system, **Integrated Business Information System (IBIS).** This system will do the process of client screening for eligibility and claims reimbursement. PC requirement for IBIS is a broadband connection capable of running the Internet Explorer web browser version 8.0 or higher. Document needs identified and action steps to address those needs before the IBIS launch date in FY18.

FORM F: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: Respondent: Hidalgo County

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

1. The Hidalgo County Health and Human Services Department will continue to provide Prenatal Care Services to uninsured and underinsured clients at all seven (7) clinics located throughout Hidalgo County. The department does not propose to provide Prenatal Services outside the Hidalgo County area. The department clerical staff continues to assist prenatal clients in completing and submitting CHIP applications on their prenatal intake day.
2. The Hidalgo County Health and Human Services Department (HCHHSD) has provided prenatal services for more than 33 years to the indigent residents of Hidalgo County. HCHHSD also receives state and local funds (County) to support prenatal services. The HCHHSD funds are monitored closely by the Budget Manager to ensure Prenatal Services are provided on an ongoing basis each year. The HCHHSD will continue to provide prenatal health care services, as per DSHS Title V Prenatal Services Guidelines. The HCHHSD conducts Prenatal Services under the guidance of a Chief Physician. This Chief Physician and Practitioners update standing delegations orders yearly and provide staff education and quality assurance activities on an on going basis to all nursing staff. The HCHHSD has 7 clinics throughout the county that facilitate client accessibility for Prenatal Services. Each clinic is staffed with RN's, LVN's and support staff. The Chief Physician and Practitioners are accessible to the clinic nurses to ensure Prenatal Services are provided to clients safely, timely, and as per DSHS/HCHHSD Policies and Procedures. The HCHHSD utilizes an EMR System for client data entry and reports; and, for screening and eligibility; and the Imm Trac Registry for vaccine documentation. The HCHHSD adheres to the confidentiality policy (HIPAA) for all of these programs. The department utilizes county funds to promote the clinic services thru PSA's in TV, radio & newspaper. Also, the department's educators promote and educate the community on the services provided, specifically Prenatal Services, in Health Fairs, community group presentations and coalition meetings. The HCHHSD also partners with the South Texas Promotora Association (STPA) Promotora's in promoting Prenatal Care Services to the community. In addition, the HCHHSD partners with local providers in assisting prenatal clients with medical health care needs and social needs. These providers include private physicians that provide delivery services, Nuestra Clinica del Valle and El Milagro Clinic. Hidalgo County Indigent Health Care and State Department of Human Services assist in providing financial support. DSHS support continues to be essential to the HCHHSD to continue providing prenatal services to the population in need in Hidalgo County.
3. The HCHHSD screens each prenatal client for family violence, substance abuse, and mental needs in every client visit; by collecting history (client/family) and conducting the physical assessment.
4. The HCHHSD partners with local providers (FQHC's) in referring prenatal clients for medical health care needs. The HCHHSD continues to be the only agency that provides prenatal services to the uninsured at no cost. Every prenatal client and family seen at the department are screened for resources and referred accordingly. This includes referring families to the internal department, Human Services Division for medical financial assistance. In addition, the clients eligible and approved for the CHIP Prenatal Program are referred to a provider of their choice for delivery services. The department nursing staff assist in the follow-up of the post-partum client and the newborn for Child Health & Family Planning services after delivery. The HCHHSD also has a LBSW on staff that assist and provide case management services to children and families in need.
5. The HCHHSD nursing & support staff are all bilingual (English & Spanish). The HCHHSD also contract with South Texas Interpreters for the Deaf LLC and Language Line Contract Services Inc. to clients needing interpreting services. Also, all of the HCHHSD clinics are ADA compliant and are located throughout the county providing accessibility to the community in need. In addition, the department provides some extended hours to accommodate working families. Overall, the department assesses the client's family's needs yearly thru client satisfaction surveys to improve service delivery.
6. The HCHHSD does not plan to sub-contract Title V services during this contract period.
7. The Quality Assurance/Quality Improvement (QA/QI) process for the HCHHSD is as follows:
    a. The role of the QA Committee is to write and monitor the Quality Assurance Plan of the HCHHSD. The members of the committee include the RN Supervisors, Clerk Managers, Practitioners, LBSW, Chief Physician, Chief Administrative Officer, Billing Supervisor, Director of Clinical Care Services (DCCS) & Assistant Director of Clinical Care Services (ADCCS).
    b. The Chief Physician's role is to review and update the department's Standing Delegation Orders yearly and as needed.

c. The assigned QA Committee members conduct on site observation of services and client staff interactions provided by clinic staff for all programs at least quarterly; and, by using the appropriate observation tool. Findings and recommendations are reported to the committee at the next Committee meeting. The Committee conducts client record reviews (audits) from all programs and clinics to evaluate compliance of standards, Standing Delegation Orders, Policies and Procedures.

d. The Committee review records that are not compliant with Standards of Conduct appropriate actions as recommended on the record audit tool corrective action plan and follow up plan. The Committee evaluates the observations and record audit findings to determine staff development needs. The QA Committee also evaluates client records for compliance of Nursing Standards and refer to the Peer Review Committee, as applicable.

e. The HCHHSD DCCS ensures client satisfaction surveys are conducted at all Health Department Clinics at least yearly. The summarized report is reviewed with the QA Committee on the next quarterly meeting. The Committee utilizes these findings to assure that quality and appropriate services are provided at all the health department clinics.

f. The HCHHSD DCCS and the Chief Physician review all written client and providers complaints, as well as all adverse outcomes in the clinic setting and develop a safeguard to prevent recurrence. Adverse outcomes are written in the appropriate incident report form and a conference with the provider is conducted, with plan of action written, and correction date set. The Committee conducts follow up on recommendations made to ensure resolution of problems:

1. Recommendations to record audits.
2. Recommendations to adverse outcomes.

The committee assures standards compliance and address recurrent deficiencies by providing necessary educational training, in-services, and management functions expeditiously to nursing and support staff to correct problems identified. Monitoring of all clinics services are conducted by the DCCS & ADCCS to all the clinics on a quarterly basis. The Committee recommends administrative action if the deficiencies continue.

g. The HCHHSD Chief Physician and department Practitioners maintain department Standing Delegation Orders current. This staff ensures that they stay updated on medical practices/standards by attending trainings, conferences and researching medical information. The HCHHSD Chief Physician and Practitioners also refer to and ensure that Standing Delegation Orders are within CDC and DSHS Guidelines.

8. HCHHSD has a fully functional IT Division. Once DSHS releases additional information on the availability of the IBIS system, the HCHHSD I.T. Director and division staff will facilitate the training of appropriate staff on the IBIS system's functionality, access, security and processes. The accessibility of an IBIS help desk for technical systems support would be most helpful, once the IBIS system is implemented.

FORM G: Title V Prenatal Medical and Prenatal Dental Subcontractor Information

Complete a separate Title V Subcontractor Information Form for each subcontractor. Please provide the following information on the subcontractor(s) that provide direct services to HHSC Title V Child Health and Dental clients. A subcontractor is one who does all or part of the work required in the original contract. Meaning our contractor would reimburse the subcontractor for the services provided with the reimbursement rate or agreed amount.

☒ **This form is not applicable because we do not subcontract Title V services.**

Subcontractor Name:		
	Contact Name:	
	Subcontractor's Physical Address (incl. street, city, county, state, & zip):	
	Subcontractor's Mailing Address (incl. street, city, county, state, & zip):	
Phone:		Ext.
Fax:		
Contact Email:		

FORM H: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: Respondent: Hidalgo County

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Health and Human Services Commission (HHSC) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.
2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.
3. Return 100% of any generated program income to the Title V program that generated the funds.
4. Provide services regardless of client's inability to pay.
5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.
6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.
7. Provide HHSC with access to all data gathered or generated.
8. Agree to share data/information generated by the project, within constraints of confidentiality, with HHSC, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.
9. Grant HHSC rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.
10. Make available for HHSC review, all promotional materials/media to be disseminated in conjunction with this Title V project.
11. Comply with all applicable Title V policies, procedures, and regulations.
12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.
13. Establish orientation and in-service training plan for all project personnel for skills development to include eligibility, billing, and Integrated Business Information System (IBIS) data entry and/or continuing education based on an assessment of training needs.
14. Ensure that Title V medical services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.
15. Ensure that Title V dental services will be performed under the supervision, direction and responsibility of a qualified licensed dentist, and current procedures and Standing Delegation Orders are in place.
16. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.
17. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps online education modules and maintain documentation that the required modules were completed prior to providing checkup services.

Authorized Signature **Date**

FORM H: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: Respondent: Hidalgo County

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Health and Human Services Commission (HHSC) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.
2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.
3. Return 100% of any generated program income to the Title V program that generated the funds.
4. Provide services regardless of client's inability to pay.
5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.
6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.
7. Provide HHSC with access to all data gathered or generated.
8. Agree to share data/information generated by the project, within constraints of confidentiality, with HHSC, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.
9. Grant HHSC rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.
10. Make available for HHSC review, all promotional materials/media to be disseminated in conjunction with this Title V project.
11. Comply with all applicable Title V policies, procedures, and regulations.
12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.
13. Establish orientation and in-service training plan for all project personnel for skills development to include eligibility, billing, and Integrated Business Information System (IBIS) data entry and/or continuing education based on an assessment of training needs.
14. Ensure that Title V medical services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.
15. Ensure that Title V dental services will be performed under the supervision, direction and responsibility of a qualified licensed dentist, and current procedures and Standing Delegation Orders are in place.
16. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.
17. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps online education modules and maintain documentation that the required modules were completed prior to providing checkup services.

Ramon Garcia
Authorized Signature

3/7/17
Date

APPROVED BY COMMISSIONERS' COURT ON: 3/7/17

FORM I: CHILD SUPPORT CERTIFICATION
(Required for all Respondents EXCEPT Non-profit and Governmental Entities)

Child Support Certification

The Texas Family Code, §231.006, VTCA places certain restrictions on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified below is not a governmental entity or a nonprofit corporation and certifies to the following:

1. The contractor is: (check one)

   ☐ An individual or sole proprietor, or

   ☐ A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

2. The contractor certifies the following is a complete list of the names and social security numbers of either (A) the individual or sole proprietor who is the contractor or (B) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity: (attach additional sheet if necessary).

   (A) Printed Name: _____
   Social Security Number: _____
   (B) Printed Name: _____
   Social Security Number: _____

3. Under the Texas Family Code, §231.006, VTCA the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

4. Printed Name of Contractor: _____
   Printed Name of Authorized Representative: _____
   Signing this Certification: _____
   Signature of Authorized Representative: _____
   Date: _____

FORM A-6: CHILD SUPPORT CERTIFICATION
GUIDELINES

Form A-6 is required by Texas Family Code, §231.006, and is designed to certify that anyone applying for funds under this RFP is not a child support obligor (a person who is more than 30 days delinquent). This form is applicable to for-profit corporations, sole proprietors, individuals and partnerships. This form is NOT applicable to Governmental entities and non-profit corporations. These types of entities do not need to complete the form.

PROGRAM SPECIFIC APPENDICES

Appendix A: Attached Title V Prenatal Medical Worksheet

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the Renewal Application. The Title V Prenatal Medical worksheet is attached for informational purposes in order to assist respondents in completing Form E. ***The worksheet should not be returned with the application.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY18 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY18 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

PROGRAM SPECIFIC APPENDICES

Appendix B: Attached Title V Prenatal Dental Worksheet

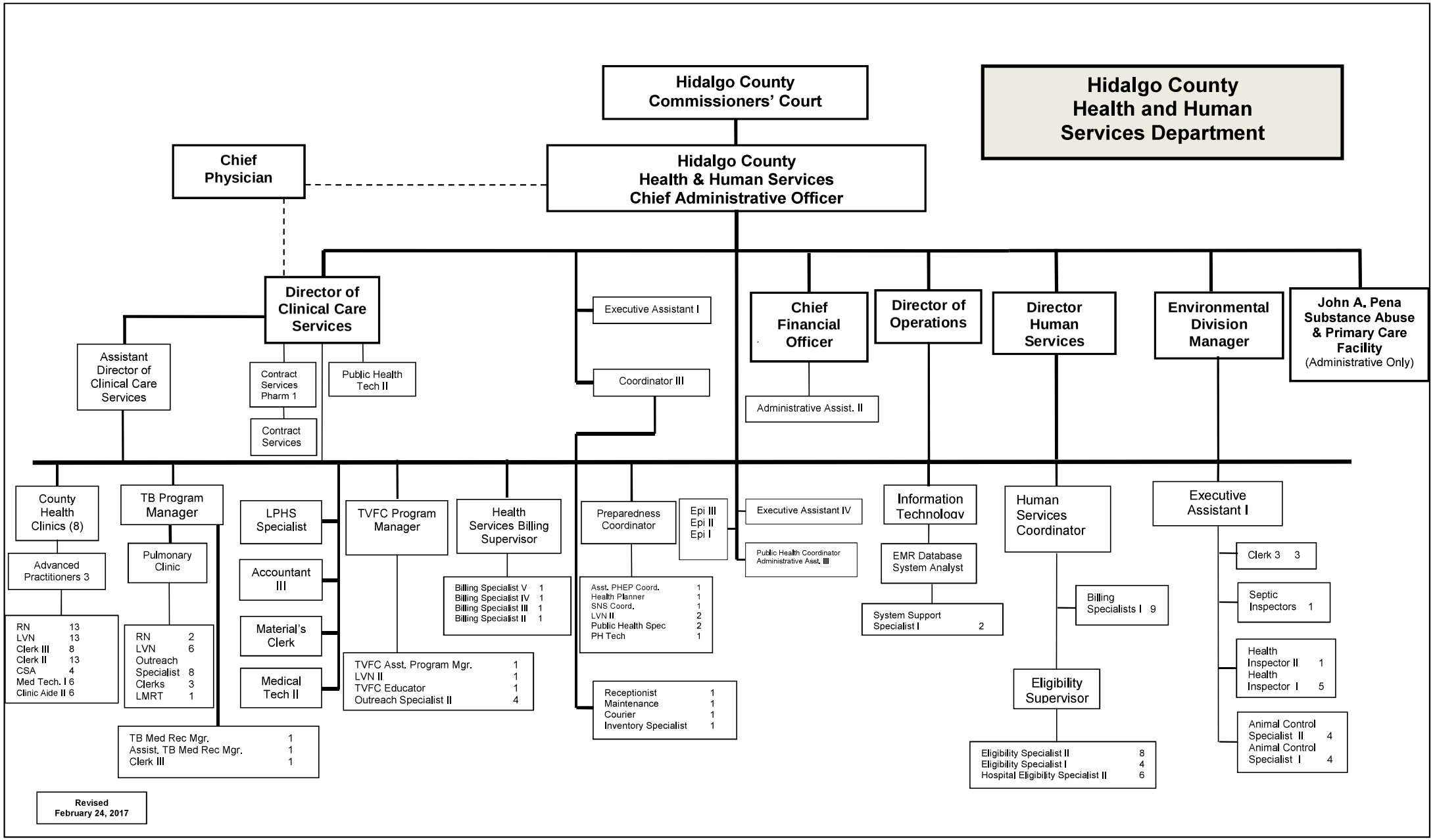
Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. The Title V Prenatal Dental worksheet is attached for informational purposes in order to assist respondents in completing Form E. ***The worksheet should not be returned with the application.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY18 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY18 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.


Hidalgo County Health and Human Services Department
Hidalgo County Commissioners' Court
Chief Physician
Hidalgo County Health & Human Services Chief Administrative Officer
Director of Clinical Care Services
Assistant Director of Clinical Care Services
Contract Services Pharm 1
Contract Services
Public Health Tech II
Executive Assistant I
Coordinator III
Chief Financial Officer
Administrative Assist. II
Director of Operations
Director Human Services
Environmental Division Manager
John A. Pena Substance Abuse & Primary Care Facility (Administrative Only)
County Health Clinics (8)
Advanced Practitioners 3
RN 13
LVN 13
Clerk III 8
Clerk II 13
CSA 4
Med Tech. I 6
Clinic Aide II 6
TB Program Manager
Pulmonary Clinic
RN 2
LVN 6
Outreach Specialist 8
Clerks 3
LMRT 1
TB Med Rec Mgr. 1
Assist. TB Med Rec Mgr. 1
Clerk III 1
LPHS Specialist
Accountant III
Material's Clerk
Medical Tech II
TVFC Program Manager
TVFC Asst. Program Mgr. 1
LVN II 1
TVFC Educator 1
Outreach Specialist II 4
Health Services Billing Supervisor
Billing Specialist V 1
Billing Specialist IV 1
Billing Specialist III 1
Billing Specialist II 1
Preparedness Coordinator
Asst. PHEP Coord. 1
Health Planner 1
SNS Coord. 1
LVN II 2
Public Health Spec 2
PH Tech 1
Epi III
Epi II
Epi I
Receptionist 1
Maintenance 1
Courier 1
Inventory Specialist 1
Executive Assistant IV
Public Health Coordinator Administrative Asst. III
Information Technology
EMR Database System Analyst
System Support Specialist I 2
Human Services Coordinator
Billing Specialists I 9
Eligibility Supervisor
Eligibility Specialist II 8
Eligibility Specialist I 4
Hospital Eligibility Specialist II 6
Executive Assistant I
Clerk 3 3
Septic Inspectors 1
Health Inspector II 1
Health Inspector I 5
Animal Control Specialist II 4
Animal Control Specialist I 4
Revised February 24, 2017

Attachment H – General Affirmation

ATTACHMENT H
GENERAL AFFIRMATIONS

By entering into this Contract, Contractor affirms, without exception, as follows:

1. Contractor represents and warrants that these General Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, Subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract.

2. Contractor represents and warrants that all statements and information provided to the System Agency are current, complete, and accurate. This includes all statements and information relating in any manner to this Contract and any solicitation resulting in this Contract.

3. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

4. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

5. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

6. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

7. Under Section 231.006, Texas Family Code (relating to delinquent child support), Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

8. Contractor certifies that: (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.

9. Contractor certifies that it, its principals, its Subcontractors, and any personnel designated to perform services related to this Contract are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.

10. Contractor certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at **https://www.sam.gov/portal/public/SAM/**, which Contractor may review in making this certification. Contractor acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.

ATTACHMENT
GENERAL AFFIRMATIONS

11. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Contractor certifies that it (1) is not the executive head of the System Agency; (2) was not at any time during the past four years the executive head of the System Agency; and (3) does not employ a current or former executive head of the System Agency.

12. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

13. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

14. Contractor represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.

15. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.

16. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the System Agency who during the period of state service or employment participated on behalf of the System Agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the officer's or employee's service or employment with the System Agency ceased.

17. Contractor understands that the System Agency does not tolerate any type of fraud. The System Agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud including, but not limited to, HHS Circular C-027.

18. Contractor represents and warrants that it has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Contractor hereby assigns to System Agency any claims for overcharges associated with this Contract under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*

19. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included numbered paragraph 1 of these General Affirmations within the five (5) calendar years immediately preceding the execution of this Contract that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to the System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering

into this Contract. In addition, Contractor represents and warrants that it shall notify the System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the System Agency shall constitute breach of contract and may result in immediate termination of this Contract.

20. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

21. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statues, codes, and other laws that pertain to this Contract.

22. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind Contractor.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment I – Supplemental Conditions

ATTACHMENT I
SUPPLEMENTAL CONDITIONS

The Uniform Terms and Conditions - Grant, Version 2.14, Attachment B to this Contract, are hereby revised as follows:

A. Section 2.04, Debt to State and Corporate Status, is deleted in its entirety and replaced with the following:

2.04 Debt to State and Corporate Status. Omitted.

B. Section 2.05, Application of Payment Due, is deleted in its entirety and replaced with the following:

2.05 Application of Payment Due. Omitted.

C. Section 9.02 Insurance is deleted in its entirety and replaced with the following:

Section 9.02 Insurance
Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Unity," each Party is self-insured and, therefore, is not required to purchase insurance.

D. Section 9.05, Indemnity, is hereby amended by adding the following:

System Agency acknowledges that Grantee has been organized pursuant to the Constitution and laws of the State of Texas, possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and laws of the State of Texas. No provision of this Contract extends Grantee's liability beyond the liability or authority provided in the Constitution and the laws of the State of Texas.

Remainder of Page Intentionally Left Blank.

DATE: September 27, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-11-340-052-6-XXX Prenatal

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
7-1293-441-11-340-052-6-113	Prenatal - Reg F/T Employees	$ 40,651.00
Fringes		
7-1293-441-11-340-052-6-211	Prenatal - Health Insurance	$ 9,922.00
7-1293-441-11-340-052-6-212	Prenatal - Life Insurance	$ 69.00
7-1293-441-11-340-052-6-220	Prenatal - FICA	$ 3,110.00
7-1293-441-11-340-052-6-230	Prenatal - Retirement	$ 4,663.00
7-1293-441-11-340-052-6-250	Prenatal - Unemployment Comp	$ 243.00
7-1293-441-11-340-052-6-260	Prenatal - Workers Comp	$ 383.00
Travel		
7-1293-441-11-340-052-6-581	Prenatal - In-County Travel	$ 2,000.00
Supplies		
7-1293-441-11-340-052-6-610	Prenatal - General Supplies	$ 7,988.00
Other		
7-1293-441-11-340-052-6-339	Prenatal - Other Professional Services	$ 75,000.00
		$ -
	TOTAL APPROPRIATION	$ 144,029.00
7-1293-334-10-340-052-6-000	Prenatal - Grant Revenue	$ 144,029.00
	TOTAL APPROPRIATION	$ 144,029.00

REASON: To appropriate the grant allocation for the Prenatal FY 18 program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C(DATE ATTEST CO. CLERK

PRENATAL FY 18

Salary / Fringes Salary Schedule
09/01/2017 - 08/31/2018
For Budget Purposes Only

					Hourly		Work Hours	Work	09/01/17 to 08/31/18			Distribution				Insurance	
Slot #	Position Title	2017	General Fund Salary	Prenatal Salary	Hourly Rate	Hourly Rate + 3% COLA	# of Hours 09/01/2017 to 12/31/17	# of Hours 01/01/18 to 08/31/18	Projected Sal 09/01/2017 to 12/31/17	Projected Sal 01/01/18 to 08/31/18	Projected Salaries	340-003	%	340-052	%	Health Ins.	Life Ins.
0003	Clinic Aide II	25,462.00	5,733.00	19,729.00	9.49	9.77	688	1,400	6,525.75	13,677.51	20,203.25	5,733.00	0.23	20,203.25	0.77	4,881.50	33.75
G004	Clerk II	24,960.00	4,993.00	19,967.00	9.60	9.89	688	1,400	6,604.47	13,842.51	20,446.98	4,993.00	0.20	20,446.98	0.80	5,039.75	34.85
							Total Gross Salary - >							**40,650.23**		**9,921.25**	**68.60**
							Health Insurance - ($6,300.00 / yr * % of pay from grant)							**9,921.25**			
							Life Insurance - ($43.56 / Yr / person prorated by % of pay from grant)							**68.60**			
							FICA - (7.65% * Gross Salary)							**3,109.74**			
							Retirement - (11.47% * Gross Salary)							**4,662.58**			
							Unemployment - (.60% * Gross Salary)							**243.90**			
							Worker's Comp - (.94% * Gross Salary)							**382.11**			
														59,038.41			

Notes:

1 There are 2,088 work hours during the grant period of 09/01/2017 through 08/31/2018.
2 Health Insurance is $6,300.00 / yr times the percentage of pay from the grant. ($525.00 * 12 months) (Prorated based on % of grant funded portion)
3 3% COLA budgeted from 01/01/18.
4 Fringe rates - Current rates as of 06/15/17.

Prepared by:
Health Human Services Dept.
06/15/2017

Prepared by:
Health Human Services Dept.
06/15/2017

FW: Request - Certification of Revenue - Prenatal - $144,029.00

June 22, 2017 9:40 AM

From: Mike Escaname

To: ivan cantu

Cc: debbie tamez

Signature Docum...algo County.pdf (28.2 KB) Download | Briefcase | Remove

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Thursday, June 15, 2017 3:18 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Cc: deborah.fischer@auditor.co.hidalgo.tx.us; rene.cavazos@hchd.org
Subject: Request - Certification of Revenue - Prenatal - $144,029.00

Minerva,

I'd appreciate if you can arrange to have a Certification of Revenue prepared in the amount of $144,029.00.

AI-60316 has been created for June 27, 2017 to accept the Prenatal FY 18 grant contract.

Let me know if you have any questions.

Thanks,

Mike Escaname
Chief Financial Officer
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

June 23, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioner's court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Health and Human Services Commission (THHSC). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$144,029.00	Award No. 2016-003894-02 CHS/TV-PRENATAL CHS-Title-V-Prenatal Services

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/26/17
Date

THE COUNTY OF HIDALGO TEXAS

AI-60316 **Health & Human Services Dept.** **23. A.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Title V Prenatal Medical & Dental grant contract #2016-003894-02 in the amount of $144,029.00 for the period of 09/01/2017 to 08/31/2018.
2. Requesting approval for County Judge to sign the Title V Prenatal Medical & Dental contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $144,029.00.
4. Requesting approval of the budget appropriation in the amount of $144,029.00.

BACKGROUND

03/07/17 - AI-58689 - Approval to submit grant renewal application for FY 18.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-11-340-052-6-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Grant period is 09/01/2017 to 08/31/2018.
Grant funding allocation is for Fiscal Year 2018.
No local match required.

Attachments

Grant Contract
DUA
Attachments to Contract
Budget Appropriation
Salary Projection
Request for COR Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/16/2017 03:26 PM

Ivan Cantu	Ivan Cantu	06/22/2017 10:54 AM
Final Approval		
Form Started By: Mike Escaname		Started On: 06/14/2017 04:04 PM

Minerva Diaz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Thursday, June 15, 2017 3:18 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Cc: deborah.fischer@auditor.co.hidalgo.tx.us; rene.cavazos@hchd.org
Subject: Request - Certification of Revenue - Prenatal - $144,029.00
Attachments: Signature Document - FY18 Title V PMD - Hidalgo County.pdf

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I'd appreciate if you can arrange to have a Certification of Revenue prepared in the amount of $144,029.00.

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Let me know if you have any questions.

Thanks,

Mike Escaname
Chief Financial Officer
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
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Mike Escaname
Chief Financial Officer
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

DATE: September 27, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-11-340-052-6-XXX Prenatal

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
7-1293-441-11-340-052-6-113	Prenatal - Reg F/T Employees	$ 40,651.00
Fringes		
7-1293-441-11-340-052-6-211	Prenatal - Health Insurance	$ 9,922.00
7-1293-441-11-340-052-6-212	Prenatal - Life Insurance	$ 69.00
7-1293-441-11-340-052-6-220	Prenatal - FICA	$ 3,110.00
7-1293-441-11-340-052-6-230	Prenatal - Retirement	$ 4,663.00
7-1293-441-11-340-052-6-250	Prenatal - Unemployment Comp	$ 243.00
7-1293-441-11-340-052-6-260	Prenatal - Workers Comp	$ 383.00
Travel		
7-1293-441-11-340-052-6-581	Prenatal - In-County Travel	$ 2,000.00
Supplies		
7-1293-441-11-340-052-6-610	Prenatal - General Supplies	$ 7,988.00
Other		
7-1293-441-11-340-052-6-339	Prenatal - Other Professional Services	$ 75,000.00
		$ -
	TOTAL APPROPRIATION	$ 144,029.00
7-1293-334-10-340-052-6-000	Prenatal - Grant Revenue	$ 144,029.00
	TOTAL APPROPRIATION	$ 144,029.00

REASON: To appropriate the grant allocation for the Prenatal FY 18 program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C(DATE ATTEST CO. CLERK

PRENATAL FY 18

Salary / Fringes Salary Schedule
09/01/2017 - 08/31/2018
For Budget Purposes Only

					Hourly		Work Hours	Work	09/01/17 to 08/31/18			Distribution				Insurance	
Slot #	Position Title	2017	General Fund Salary	Prenatal Salary	Hourly Rate	Hourly Rate + 3% COLA	# of Hours 09/01/2017 to 12/31/17	# of Hours 01/01/18 to 08/31/18	Projected Sal 09/01/2017 to 12/31/17	Projected Sal 01/01/18 to 08/31/18	Projected Salaries	340-003	%	340-052	%	Health Ins.	Life Ins.
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G004	Clerk II	24,960.00	4,993.00	19,967.00	9.60	9.89	688	1,400	6,604.47	13,842.51	20,446.98	4,993.00	0.20	20,446.98	0.80	5,039.75	34.85
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Life Insurance - ($43.56 / Yr / person prorated by % of pay from grant)	**68.60**
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	59,038.41

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3 3% COLA budgeted from 01/01/18.
4 Fringe rates - Current rates as of 06/15/17.

Prepared by
Health Human Services Dept.
06/15/2017

SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 2016-003894-02
UNDER THE
TITLE V PRENATAL MEDICAL AND DENTAL GRANT PROGRAM

I. PURPOSE

The Health and Human Services Commission ("System Agency") and **Hidalgo County Health and Human Services Department** ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for Title V Prenatal Medical and Dental (TVPMD) services (the "Contract").

This Contract is the fourth (4th) and final renewal of Grantee's contract issued under Department of State Health Services ("DSHS") Request for Proposals #CHS/TV-0554.1, issued March 21, 2013 (the "RFP").

Due to administrative changes stemming from Senate Bill 200, 84th Legislature (requiring consolidation of the Health and Human Services System), all functions associated with the RFP have been transferred from DSHS to System Agency pursuant to Texas Government Code, Section 531.0201.

This Contract restates the scope of work and substance of the RFP's resulting contract, subject to System Agency's terms and conditions.

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Title V of the Social Security Act (1935) and Texas Health and Safety Code, Chapter 1001.

III. DURATION

This Contract is effective on **September 1, 2017** or upon the execution, whichever is later, and terminates on **August 31, 2018** (hereinafter referred to as Fiscal Year (FY) 2018, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract.

IV. BUDGET

The total amount of this Contract will not exceed **ONE HUNDRED FORTY-FOUR THOUSAND TWENTY-NINE DOLLARS ($144,029.00)** in state grant funds for Fiscal Year (FY) 2018 (September 1, 2017 through August 31, 2018). Grantee shall be reimbursed on a fee-for-service basis using established reimbursement rates.

V. NOTICE TO PROCEED

Funding for this Contract is dependent on State Appropriations. No FY 2018 work may begin and no charges may be incurred until the System Agency issues a written notice to proceed to Grantee. This Notice to Proceed may include an Amended or Ratified Budget which will be incorporated into this Contract by a subsequent Amendment, as necessary.

VI. REPORTING REQUIREMENTS

Grantee shall submit monthly, quarterly, and annual programmatic reports and/or financial vouchers/reports as required in **Attachment A--Statement of Work** and the Title V Policy Manual. Other data and/or reports deemed necessary by System Agency may be required, upon reasonable notice to Grantee.

VII. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Health and Human Services Commission
4900 North Lamar Blvd.
Austin, Texas, 78751
Attention: Michael Bourda, Contract Manager

Contractor
Hidalgo County Health and Human Services Department
1304 S. 25th Ave.
Edinburg, TX 78542
Attention: Ramon Garcia, County Judge

VIII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
HHSC
Charles Smith
Executive Commissioner
Health and Human Services Commission
PO Box 13247
Austin, Texas 78711-3247

With Required Copy to:
Karen Ray
Chief Counsel
P.O. Box 13247
Austin, Texas 78711-3247
Fax: (512) 424-6586

Grantee
Hidalgo County Health and Human Services Department
1304 S. 25th Ave.
Edinburg, TX 78542
Attention: Ramon Garcia, County Judge

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 2016-003894-02

SYSTEM AGENCY	GRANTEE
Gary Jessee	Ramon Garcia
Deputy Executive Commissioner	County Judge
Date of execution: _____	Date of execution: _____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 2016-003894-02 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A -- STATEMENT OF WORK
ATTACHMENT B – UNIFORM TERMS AND CONDITIONS
ATTACHMENT C – SPECIAL CONDITIONS
ATTACHMENT D – DATA USE AGREEMENT
ATTACHMENT E– SYSTEM AGENCY SOLICITATION NO. CHS/TV 0554.1
ATTACHMENT F - GRANTEE'S RESPONSE TO SOLICITATION NO. CHS/TV 0554.1
ATTACHMENT G - GRANTEE'S FY 2018 RENEWAL APPLICATION
ATTACHMENT H – GENERAL AFFIRMATIONS
ATTACHMENT I – SUPPLEMENTAL CONDITIONS

ATTACHMENTS FOLLOW

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency **Health and Human Services Commission** ("HHS") and **Hidalgo County Health and Human Services Department** ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. **2016-003894-02**, in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. *45 CFR 164.504(e)(1)-(3)* This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 ***Obligations of CONTRACTOR***

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing

access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the

HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. ***Breach or Event Notification to HHS. 45 CFR 164.400-414***

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available*: For (a) - (m) below: 45 CFR 164.400-414*

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 ***Ownership of Confidential Information***

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 ***HHS Commitment and Obligations***

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 ***HHS Right to Inspection***

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 ***Term; Termination of DUA; Survival***

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 ***Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurancewith policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims. .

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 ***Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default,

misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 ***Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 ***Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES	CONTRACTOR
BY: _____	BY: _____
NAME:	NAME:
TITLE: _____	TITLE: _____
DATE: _____, 201__	DATE: _____, 201__

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with_____ (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		**SUBCONTRACTOR**	
BY:	_____	**BY:**	_____
NAME:	_____	**NAME:**	_____
TITLE:	_____	**TITLE:**	_____
DATE	_____, 201 . __	**DATE:**	_____

Attachment A – Statement of Work

ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Provide or assure the provision of prenatal medical and dental services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management and appropriate referrals, as necessary. Grantee shall provide services in accordance with **Attachment G--Grantee's FY 2018 Renewal Application.** Grantee shall have an established referral relationship with a qualified provider for each approved service which it does not provide.

B. As applicable, participate in the System Agency-selected data and billing web-based system (Integrated Business Information System (IBIS) to collect and process prenatal medical and dental data, financial billings, and reports when it goes live. Grantee agrees to submit data and billing within thirty (30) days of services, according to the business requirements of the web-based system and as specified in the current System Agency Policies and Procedures Manual for Title V Maternal and Child Health Fee-for-Service for Child Health, Dental and Prenatal.

C. Provide services in accordance with this Contract and the following documents which are incorporated herein by reference and made a part of this Contract:

1. Attachment E--System Agency Solicitation No. CHS/TV 0554.1
2. Attachment G--Grantee's FY 2018 Renewal Application;
3. Attachment F--Grantee's Response to Solicitation No. CHS/TV 0554.1
4. Current Policies and Procedures Manual for Title V Maternal and Child Health Fee for Services for Child Health, Dental, and Prenatal;
5. Current System Agency Standards for Public Health Clinic Services;
6. System Agency Core Tool On-Site Evaluation Report, revised for 2017, and Core Tool Monitoring Instructions, FY2017; or latest revision; and
7. System Agency Title V Maternal and Child On-site Evaluation Report, revised for 2017, and Title V Tool Monitoring Instructions, FY2017; or latest revision.

D. Provide services only to eligible individuals. To be eligible for Title V Prenatal Medical and Prenatal Dental Services, an individual must be:

1. A pregnant female;
2. A Texas resident;
3. In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level; and
4. Ineligible for other programs/benefits providing the same services.

Pregnant women, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be

determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

Grantee will screen all individuals considered for Title V eligibility and determine eligibility using a System Agency or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised

E. Notify the System Agency Primary and Specialty Health Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

F. Comply with the following guidelines regarding co-pays, as applicable. Grantee may assess a co-pay from clients who receive services under this Contract. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

G. Make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

H. Allow System Agency to conduct on-site quality assurance reviews as deemed necessary by System Agency. Unsatisfactory review findings may result in implementation of contract actions up to and including termination of the Contract.

I. Comply with all applicable federal and state laws, rules, regulations, standards and guidelines, as amended, including but not limited to Title V of the Social Security Act, 42 USC § 701, et seq.

II. PERFORMANCE MEASURES

A. The following performance measures will be used to assess, in part, Grantee's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of this Contract:

1. Grantee shall provide prenatal medical services to at least **688** unduplicated clients.
2. Grantee shall screen 100% of individuals considered for Title V eligibility with System Agency-approved screening process, and refer to other programs and funding sources as appropriate.

B. Performance of Grantee, including compliance with System Agency Program

procedures, policies and guidance, contractual conditions, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports, if applicable, will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of System Agency.

III. BILLING INSTRUCTIONS

A. Grantee shall bill System Agency on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a System Agency Monthly Reimbursement Request and shall not refer to or identify individual clients. Grantee shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within forty-five (45) days of the end of the Contract term.

B. In billing System Agency, Grantee shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. System Agency will pay Grantee for all acceptable vouchers submitted up to Grantee's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

C. Grantee shall request payment using the Purchase Voucher Form 4116 which coincides with the appropriate Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each Purchase Voucher Form 4116 and MRR, Grantee shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

    1. Title V Maternal-Child Services Report (Prenatal Medical & Dental) – (Form EF21-12005); and
    2. Monthly Aggregate Activity Report (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by System Agency unless accompanied by a complete corresponding aggregate report.

D. Grantee shall email Purchase Vouchers, MRRs, and supporting documentation to the Health & Developmental Services (H&DS) at WHSFinance@hhsc.state.tx.us. Purchase Vouchers and MRRs shall be submitted each month for actual expenditures of the program, even if there are zero monthly expenditures or the contract limit has been reached.

E. Grantee shall request payment from System Agency as directed by the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal whether via voucher or a web-based system.

F. When the web-based system goes live, Title V client data shall be entered into IBIS no later than thirty (30) days of each service provided. From the data entered, requests for reimbursement will be generated as one of the automated functions of the IBIS system. Title V services that have met business rules will be marked approved to pay and submitted electronically to System Agency for processing through the State Comptroller. Paid claims will be deposited into the Grantee's direct deposit account.

G. Grantee has forty-five (45) days from August 31, 2018 to enter data into IBIS system for services provided September 1, 2017 to August 31, 2018. Grantee will not be reimbursed for services entered into IBIS after the 45-day deadline.

H. Grantee shall submit a "Financial Reconciliation Report" (Form GC-10) no later than sixty (60) days after the end of the attachment term. This report must be signed and marked "Final" and shall be scanned and emailed to H&DS at the email address listed above.

I. System Agency shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. System Agency will monitor Grantee's billing activity. If utilization is below that projected in Grantee's budget, shown in the Signature Document, Grantee's ceiling may be subject to a decrease for the remainder of the Contract period. Grantee may be subject to contract ceiling amount decreases if Grantee's billing activity is less than projected.

J. System Agency may pay for additional services as specified in this Contract if provided by Grantee during the term of this Contract (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the System Agency Program to do so, and if funds are available. If Grantee exceeds the ceiling amount of this Contract, Grantee shall continue to bill System Agency for the services provided. System Agency may pay for these additional services if funds become available at a later date.

K. Grantee shall accept reimbursement or payment from System Agency and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Grantee shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

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Attachment B – Uniform Terms and Conditions

HHSC Uniform Terms and Conditions Version 2.13
Published and Effective: March 1, 2017
Responsible Office: Chief Counsel

TEXAS
Health and Human Services

Health and Human Services Commission

HHSC Uniform Terms and Conditions -

Local Governmental Body

Version 2.13

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ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise or defined in the Signature Document, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverables" means any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); or Standard Form 424D (Rev. 7-97), as prescribed by OMB Circular A-102 (construction projects).

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (12-04), "Certifications Regarding Lobbying – Lower Tier Covered Transactions."

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

"Local Government" means the Party to this Contract that meets the definition of this term under Tex. Gov't Code § 791.003(4).

"Parties" means the System Agency and Local Government, collectively.

"Party" means either the System Agency or Performing Agency, individually.

"Project" means the goods and/or Services described in the Signature Document or an Attachment to this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Services" means the tasks, functions, and responsibilities assigned and delegated to Local Government under the Contract.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Subcontractor" means an individual or business that performs part or all of the obligations of Local Government under this Contract.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Local Government.

"Work" means all Services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including Deliverables.

1.02 Interpretive Provisions

A. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

B. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.

C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

D. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.

E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.

F. The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

G. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.

H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms.

I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver shall be deemed modified by the phrase "in its sole discretion."

J. Time is of the essence in this Contract.

ARTICLE II CONSIDERATION

2.01 Expenses

Except as otherwise provided in the Contract, no ancillary expenses incurred by the Local Government in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.

When the reimbursement of travel expenses is authorized by the Contract, all such expenses shall be reimbursed in accordance with the rates set by the State of Texas *Textravel*.

2.02 Funding

A. This Contract shall not be construed as creating any debt on behalf of the State of Texas or the System Agency in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the System Agency hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

B. Furthermore, any claim by Local Government for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Local Government, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

C. This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under

this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Contractor will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency shall not be required to give notice and shall not be liable for any damages or losses caused or associated with such termination or cancellation.

ARTICLE III WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

3.01 Federal Assurances

Local Government further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Local Government is in compliance with each of the requirements reflected therein.

3.02 Federal Certifications

Local Government further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Local Government is in compliance with each of the requirements reflected therein. **In addition, Local Government certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE IV INTELLECTUAL PROPERTY

4.01 Intellectual Property

A. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property shall vest in the System Agency upon creation and shall be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract.

B. To the extent that title to any such Intellectual Property may not by law vest in the System Agency, or such Intellectual Property may not be considered a "work made for hire," all rights, title, and interest therein are hereby irrevocably assigned to the System Agency. The System Agency shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.

C. Local Government must give the System Agency and the State of Texas, as well as any person designated by the System Agency or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Local Government for the services authorized under this Contract.

ARTICLE V RECORDS, AUDIT, AND DISCLOSURE

5.01 Access to records, books, and documents

In addition to any right of access arising by operation of law, Local Government and any of Local Government's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is

conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Local Government shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Local Government shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

5.02 Response/compliance with audit or inspection findings

A. At Local Government's sole expense, Local Government must take action to ensure its or a Subcontractor's compliance with a correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services and Deliverables or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Whether Local Government's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the Services, Local Government must provide to HHSC upon request a copy of those portions of Local Government's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

5.03 SAO Audit

Local Government understands that 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's Office (SAO), or any successor agency, 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 SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Local Government agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Local Government will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Local Government and the requirement to cooperate is included in any Subcontract it awards.

5.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Local Government to offset overpayments made to the Local Government. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Local Government understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Local Government further understands and agrees that reimbursement of such disallowed costs shall be paid by Local Government from funds which were not provided or otherwise made available to Local Government under this Contract.

5.05 Public Information and Confidentiality

Information related to the performance of this Contract may be subject to the Public Information Act and will be withheld from public disclosure or released to the public only in accordance therewith. Local Government shall make any information required under the Public Information Act available to the System Agency in portable document file (".pdf") format or any other format agreed between the Parties.

To the extent permitted by law, Local Government and the System Agency agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Local Government or the System Agency. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

5.06 Data Security

Each Party and its Subcontractors will maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of information exchanged in the performance of services pursuant to this Contract and protect against any reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized use or disclosure of the information in accordance with applicable federal and state laws, rules, and regulations.

Upon notice, either Party will provide, or cause its subcontractors and agents to provide, the other Party or its designee prompt access to any information security records, books, documents, and papers that relate to services provided under this Contract.

ARTICLE VI CONTRACT MANAGEMENT AND EARLY TERMINATION

6.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

A. suspending all or part of the Contract;
B. requiring the Local Government to take specific corrective actions in order to remain in compliance with term of the Contract;
C. recouping payments made to the Local Government found to be in error;
D. suspending and/or limiting any services and placing conditions on any such suspensions and/or limitations of services;
E. imposing any other remedies authorized under this Contract; and
F. imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, rule.

6.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

6.03 Termination for Cause

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Local Government has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Local Government's duties under the Contract.

6.04 Equitable Settlement

Any early termination under this Article shall be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency shall be incorporated into the Contract by reference herein for all purposes when it is issued.

7.02 Survivability

All obligations and duties of the Local Government not fully performed as of the expiration or termination of this Contract will survive the expiration or termination of the Contract.

7.03 No Waiver

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

7.04 Standard Terms and Conditions

A. In the performance of this Contract, each Party shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Each Party shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Each Party will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

B. All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of final payment by the System Agency, or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit or to complete any administrative proceeding or litigation that may ensue.

C. The System Agency shall own, and Local Government hereby assigns to the System Agency, all right, title, and interest in all tangible Work.

D. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas

State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

E. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Local Government irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE SYSTEM AGENCY.**

F. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

G. Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the System Agency may terminate this Contract immediately upon written notification to Local Government.

H. This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

I. Neither party shall assign or subcontract the whole nor any part of the contract, including any right or duty required under it, without the other party's prior written consent. Any assignment made contrary to this shall be void.

J. This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the System Agency within thirty (30) days of execution by the other Party, this Contract shall be null and void.

K. Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Each Party is self-insured and, therefore, is not required to purchase insurance.

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Attachment C – Special Conditions

TEXAS
Health and Human Services

Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Grantee Uniform Terms and Conditions – Version 2.14

Article I. SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Grantee Agents" means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Item of Noncompliance" means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

"Confidential System Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in aData Use Agreement.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Software" means all operating system and applications software used or created by Grantee to perform the work under the Contract.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

"UTC" means HHSC's Uniform Terms and Conditions –Grantee- Version 2.14

Article II. GRANTEES PERSONNEL

Section 2.01 Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

Section 2.02 Conduct and Removal

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

Article III. CONFIDENTIALITY

Section 3.01 Confidential System Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, GRANTEE WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM GRANTEE OR GRANTEE AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. GRANTEE WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

Article IV. Miscellaneous Provisions

Section 4.01 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in the UTC. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

Section 4.02 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

Section 4.03 Flow Down Provisions

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

Article V. DSHS LEGACY PROVISIONS

Section 5.01 Notice of Criminal Activity and Disciplinary Actions

(a) Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has:

Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or

Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

(b) Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

Section 5.02 Notice of IRS or TWC Insolvency

Grantee shall notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within five days of the date of becoming aware of such.

Section 5.03 Disaster Services

In the event of a local, state, or federal emergency, including natural, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Community evacuation;
b. Health and medical assistance;
c. Assessment of health and medical needs;
d. Health surveillance;
e. Medical care personnel;
f. Health and medical equipment and supplies;
g. Patient evacuation;
h. In-hospital care and hospital facility status;
i. Food, drug and medical device safety;
j. worker health and safety;
k. Mental health and substance abuse;

l. Public health information;
m. Vector control and veterinary services; and
n. Victim identification and mortuary services.

Section 5.04 Consent by Non-Parent or Other State Law to Medical Care of a Minor

Unless a federal law applies, before a Grantee or its subcontractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

Section 5.05 Services and Information for Persons with Limited English Proficiency

a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

Section 5.06 Third Party Payors

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Grantee shall:
a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
g. Provide third party billing functions at no cost to the client.

Section 5.07 HIV/AIDS Model Workplace Guidelines

Grantee shall implement System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm, State Agencies and State Grantees Policy No. 090.021.

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

Section 5.08 Medical Records Retention

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

Section 5.09 Notice of a License Action

Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the license action; and
d. License or case reference number.

Section 5.10 Interim Extension Amendment

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

    1. Continue provision of services in response to a disaster declared by the governor; or
    2. To ensure that services are provided to clients without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

Section 5.11 Child Abuse Reporting Requirement

a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
b. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.

c. Grantee shall use the System Agency's Child Abuse Reporting Form located at www.System Agency.state.tx.us/childabusereporting as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

Section 5.12 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
c) Applying to all employees and visitors in this designated area; and
d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

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Attachment D – Data Use Agreement

Attachment E - System Agency Solicitation No. RFP No. CHS/TV 0554.1



Title V Fee for Services Contracts

Child Health & Child Dental
Prenatal Medical & Prenatal Dental
Fiscal Year 2014

Request for Proposal

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: **CHS/TV-0554.1**

Issued ***March 21, 2013***
Due ***May 1, 2013***

Class/Item: 948-48

Client Services Contracting Unit (CSCU)

David L. Lakey, M.D. Commissioner

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Section I

PROPOSAL INFORMATION CONTENT AND PREPARATION

Title V Fee for Services Contracts
Child Health & Child Dental
Prenatal Medical & Prenatal Dental
Request for Proposal
Fiscal Year 2014

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: CHS/TV-0554.1
Issued: ***March 21, 2013***
Due: ***May 1, 2013***

I. INTRODUCTION AND DEFINITIONS

The Department of State Health Services (DSHS), Family and Community Health Services Division, Community Health Services Section and Office of Title V and Family Health, announce the expected availability of State Fiscal Year (FY) 2014 Title V funding to provide child health, child dental, prenatal medical, prenatal dental, and case management services to eligible individuals. This RFP is not limited to this source of funding if other sources become available for this project.

Title V Child Health Services

Title V Child Health Services include preventive and primary child health care from birth through the 21st year.

Title V Child Dental Services

Title V Child Dental Services include preventive and primary dental care for children and adolescents from birth through the 21st year.

Title V Prenatal Medical Services

Title V Prenatal Medical Services include direct health care services to pregnant women of all ages. Title V Prenatal Medical Services include screening and eligibility determination, direct clinical services, laboratory services, Title V Children and Pregnant Women (CPW) case management, coordination with the CHIP Perinatal Program, and appropriate referrals as necessary.

Title V Prenatal Dental Services up to Three Months Post-partum

Title V Prenatal Dental Services include preventive and primary dental care to pregnant women of all ages through three months post-partum.

This RFP contains the requirements that all respondents must meet to be considered for contracts under this RFP. Failure to comply with these requirements will result in disqualification of the respondent without further consideration. Each respondent is solely responsible for the preparation and submission of a proposal in accordance with instructions contained in this RFP.

Before completing the proposal, refer to the relevant program standards provided in **SECTION II. PROGRAM INFORMATION**. Other sections within the RFP may contain additional instructions pertaining to unique program requirements set forth in legislation or regulations, etc.

PLEASE READ ALL MATERIALS BEFORE PREPARING THE PROPOSAL.

The RFP has been structured to minimize the duplication of forms for respondents who may choose to request funding for more than one of the Title V-funded services included in this RFP. The RFP contains three (3) sections:

- **Section I** – provides general information on the funded services as well as guidelines for the RFP response content and preparation.
- **Section II** – contains instructions and the blank forms to be submitted. Section II is divided into three (3) attachments.
  - Attachment A – **ALL respondents are required to complete the forms in this Attachment.** If respondent is requesting funding for more than one Title V service, complete Attachment A only one (1) time.
  - Attachment B – respondents must complete the forms in this Attachment if requesting Title V Child Health and/or Dental Services funding.
  - Attachment C – respondents must complete the forms in this Attachment if requesting Title V Prenatal Medical and/or Dental Services funding.
- **Section III** – Appendices

To be considered for funding for one or more of the Title V-funded services included in this RFP, respondents must complete all forms in Attachment A and all forms in the respective Attachment(s) associated with the Title V service(s) for which the respondent intends to apply.

Definitions

Appendix – Additional information and/or forms that is available in the back of this solicitation document.

Budget – A financial schedule documented in the contract that describes how funds will be utilized and/or describes the basis for reimbursement for the provision of contracted services. Types of budget may include: categorical (line item), fee for service, or lump sum payable upon receipt of a product or deliverable.

Budget Period – The duration of the budget (stated in the number of months the contract will reflect from begin date to end date of the term of the contract). Each renewal will have its own budget period.

Client Services Contracting Unit (CSCU) – The DSHS central contracting unit that coordinates and facilitates client services procurement needs, issues competitive procurements, and develops and executes contracts.

Contract – A written document referring to promises or agreement for which the law establishes enforceable duties and remedies between a minimum of two parties.

Contract Term – The period of time during which the contract will be effective from begin date to end or renewal date. The contract term may or may not be the same as the budget period.

Debarment – An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in 34 Texas Administrative Code, §20.105 et seq.

Deliverables – Goods or services contracted for delivery or performance.

Due Date – Established deadline for submission of a document or deliverable.

Effective Date – The date the contract term begins.

Fee-For-Service – Payment mechanism for services that are reimbursed on an agreed rate per unit of service. Title V services are reimbursed on a fee-for-service basis based on a prescribed set of Current Procedural Terminology (CPT) codes, and/or a prescribed set of Current Dental Terminology (CDT) codes, and reimbursement rates.

Fully Executed – Contract is signed by each of the parties and forms a legal binding contractual relationship. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

Indirect Costs – Indirect costs are those costs incurred for a common or joint purpose benefiting more than one project or cost objective of respondent's organization and not readily identified with a particular project or cost objective. Typical examples of indirect costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

Program – A coordinated group of activities carried out by DSHS, as authorized by state or federal law, for a specific purpose.

Program Attachment – An attachment to a base contract that provides details for a particular statement of work to be performed under the contract. There may be multiple program attachments associated with a base contract. A program attachment is typically for a one-year term, with a contracting cycle made up of several one-year program attachment renewals.

Project – All work to be performed as a result of this solicitation.

Project Period – The anticipated duration of the entire project stated in total number of budget periods.

Respondent – Entity or individual that submits a proposal in response to this RFP.

Scope of Work – A description of the services and/or goods, if any, to be obtained as a result of this solicitation for a project period.

Statement of Work – A statement defines outcomes and specific services a contractor is expected to perform, indicating the type, level and quality of service, as well as the time schedule required.

Solicitation – The process of notifying prospective contractors of an opportunity to provide goods or services to the state, e.g., this RFP.

Special Provisions – Exceptions and additions to the General Provisions for a funded program activity; these are usually customized for the program's requirements and contain items specific to the program attachment.

Subcontractor – An entity that enters into a contract to perform a portion of the work described in the statement of work with the entity contracting with DSHS as a result of this solicitation. The contractor remains entirely responsible to DSHS for performance of all requirements of the contract with DSHS. Contractor must closely monitor the subcontractor's performance. Subcontracting may be done only when expressly allowed in the program attachment.

Subrecipient – A type of contractor or subcontractor to which a subaward is made in the form of money, or property in lieu of money, to carry out all or part of the DSHS program and that is accountable to DSHS for the use of the funds and property provided. This type of contractor may also be referred to as a subgrantee.

A subrecipient contractor will have most of the following characteristics: a) determines who is eligible to receive what assistance, according to specified criteria; b) has performance measured against federal or state program objectives, as described in the program attachment; c) has responsibility for programmatic decision-making, and d) carries out duties to implement all or part of a program, as specified.

Supplant (verb) – To replace or substitute for another. That is, a recipient of contract funds under this RFP may not use the funds to pay any costs that the recipient is already obligated to pay. If a contractor, prior to applying for a contract under this RFP, had committed to provide funding for activities defined in the contract's statement of work (i.e., as represented in the RFP Budget Summary), then the contractor must provide the amount of funding previously committed in addition to the amount requested under this RFP.

Unit Rate - Payment mechanism for services that are reimbursed on an agreed rate per unit of service. Title V services are reimbursed on a fee-for-service basis based on a prescribed set of Current Procedural Terminology (CPT) codes, and/or a prescribed set of Current Dental Terminology (CDT) codes, and reimbursement rates.

Vendor – A type of contractor or subcontractor that provides services, and goods, if any, that assist in but are not the primary means of carrying out the DSHS-funded Program. Under a vendor contract, the vendor will have few if any administrative requirements. (For example, a vendor might only be required to submit a summary report of services delivered and an invoice.) A vendor generally will deliver services to DSHS-funded clients in the same manner that a vendor would deliver those services to its non-DSHS-funded clients.

Vendor Identification Number (Vendor ID No.) – Fourteen-digit number needed for any entity to contract with the State of Texas and which must be set up with the State Comptroller's Office. It consists of a ten-digit Vendor ID No. (IRS number, state agency number, or social security number) + check digit + 3 digit mail code.

Work Plan – A plan that describes how services will be delivered to the eligible population and includes specifics such as what types of clients will be served, who will be responsible for the work, timelines for completion of activities, and how services will be evaluated when complete. Details from the work plan, as approved by DSHS, will become enforceable terms of the contract.

Program Definitions

Children Health Insurance Program (CHIP) – A child health insurance program for non-Medicaid eligible children with a family income up to 200% Federal Poverty Level (FPL).

CHIP Perinatal Program – A health insurance program that provides perinatal care to unborn children of non-Medicaid eligible women with an income up to 200% FPL.

Federal Poverty Level (FPL) - The set minimum amount of income that a family needs for food, clothing, transportation, shelter and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to family size. The number is adjusted for inflation and reported annually in the form of poverty guidelines. Public assistance programs, such as Medicaid, define eligibility income limits as some percentage of FPL.

Medicaid – Title XIX of the Social Security Act; reimburses for health care services delivered to low-income clients who meet eligibility guidelines.

Priority Population – Low income, uninsured or underinsured women and children.

Readiness – Respondent has the specified attributes to support a given service, the ability to meet program and contractual requirements, and the capacity to achieve service levels based on awarded funds.

Texas Medicaid Healthcare Partnership (TMHP) – The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.

Title V Children and Pregnant Women provider – Helps by finding out what families need, making a plan to meet those needs, and helping clients gain access to needed medical, social, educational, and other services.

A. Eligible Respondents

Eligible respondents include governmental entities (health departments, hospital districts, university medical centers, and other state agencies, etc.), Federally Qualified Health Centers, rural health clinics, and other community-based agencies that can meet the requirements described in this RFP. Any respondent proposing to provide Title V-funded services **must** be a Medicaid provider or provide evidence with its response that a Medicaid application has been submitted to obtain a Texas Provider Identifier (TPI) number. The Medicaid number provided MUST be for the organization itself, and not for individual providers associated with the organization. Contractors must have a current, active TPI number no later than September 1, 2013 for the awarded contract to be executed. **A respondent that is not already a Medicaid provider and cannot**

provide proof that a Medicaid application has been submitted will NOT be considered for funding.

Eligible respondents must comply with the screening criteria listed below for the proposal to be accepted for review:

1. Respondent must be established as an appropriate legal entity under state statutes as described in the paragraph above and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the RFP.

2. Respondent must have a Texas address. A post office box may be used when the proposal is submitted, but the respondent must conduct business at a physical location in Texas prior to the date that the contract is awarded.

3. Respondent must be in good standing with the U.S. Internal Revenue Service.

4. Respondent is ineligible to apply for funds under this RFP if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs.

5. Respondent may be ineligible for contract award if audit reports or financial statements submitted with the proposal identify concerns regarding the future viability of the contractor, material noncompliance, or material weaknesses that are not satisfactorily addressed, as determined by DSHS.

6. Respondent's staff members, including the executive director, must not serve as voting members on respondent's governing board.

7. In compliance with Comptroller of Public Accounts and Texas Procurement and Support Services rules, a name search will be conducted using the websites listed in this section prior to the development of a contract.

   A respondent is not considered eligible to contract with DSHS, regardless of the funding source, if a name match is found on any of the following lists:

   a) The General Services Administration's (GSA) System for Award Management (SAM) for parties excluded from receiving federal contracts, certain subcontracts and from certain types of federal financial and non-financial assistance and benefits. https://www.sam.gov/portal/public/SAM
   b) The Office of Inspector General (OIG) List of Excluded Individuals/Entities Search– State – https://oig.hhsc.state.tx.us/Exclusions/search.aspx; and
   c) Texas Comptroller of Public Accounts (CPA) Debarment List located at http://www.window.state.tx.us/procurement/prog/vendor_performance/ debarred/. If this web link does not open, copy and paste to your internet browser window.

8. Respondents **must be** listed on the following list if they are Professional Corporations, Professional Associations, Texas Corporations, and/or Texas Limited Partnership Companies. Secretary of State (SOS) at https://direct.sos.state.tx.us/acct/acct-login.asp.

Except as expressly provided in A2 above, respondent is not considered eligible to apply unless the respondent meets the eligibility conditions to the stated criteria listed above at the time the proposal is submitted. Respondent must continue to meet these conditions throughout the selection and funding process. DSHS expressly reserves the right to review and analyze the documentation submitted and to request additional documentation, and determine the respondent's eligibility to compete for the contract award.

B. Respondent Readiness

Definition

Acceptable readiness is defined as the potential contractor's having the ability to meet program and contractual requirements, the capacity to achieve service levels based on awarded funds, and the following attributes to support a given service:

- Administrative and Board support for the service;
- Physical infrastructure;
- Clinical infrastructure;
- Demonstrable experience in providing similar services; and
- Financial stability.

Purpose

To ensure that respondents have the required readiness elements in place to allow the provision of services should a contract be awarded. Respondents will be evaluated and scored on the readiness criteria outlined below. DSHS reserves the right to perform on-site and/or desk reviews for respondents scoring low on any portion of the readiness component of this RFP. If DSHS determines that the respondent is not sufficiently ready to perform, then DSHS reserves the right not to enter into a contract with the respondent.

Administrative and Board Support

Respondents must demonstrate adequate administrative and board support through descriptions of their organizations, and by submitting current organization charts (Form A-10: Respondent Background). The chart must include the appropriate oversight structure (e.g., Board, City Council, County Commissioners, etc.), CEO, CFO, Medical and/or Dental Director, and a staffing structure that will support service provision. The description must include:

- An executive summary describing the organization's vision, mission, and values statements, along with a description of how the board of directors is involved in the operations of the organization (Form A-10: Respondent Background);

- A detailed description of the organizational structure, management systems, and lines of authority that are appropriate and adequate for the size and scope of the organization (Form A-10: Respondent Background);
- Table of Contents from organization's operating policies and procedures (Form B-2 and C-2: Service Delivery Plan);
- Resumes/Curriculum Vitaes for the CEO, CFO, Medical Director (including State of Texas Medical License Number) and/or Dental Director (including State of Texas Dental License Number), and Clinical/Program Director (Form A-10: Respondent Background);
- Employee job descriptions (Form A-10: Respondent Background);
- Medicaid billing number for the organization, or application for Medicaid billing number. (Form A-1: Face Page);
- Timeline for annual independent financial audit (Form A-3: Administrative Information);
- Description of the organization's outreach plan (e.g., media releases, outreach strategies for marketing organization to community) for the funded services (Form B-2 and C-2: Service Delivery Plan); and
- Agency's quality assurance process (Form B-2 and C-2: Service Delivery Plan).

Physical Infrastructure

Respondents must have an adequate physical infrastructure to support the provision of services. At a minimum, respondents must have the following physical infrastructure in place:

- Space for clinical and administrative staff (Form A-8: Respondent Site Readiness),
- Data and financial management systems, including secure confidential data storage (Form B-2 and C-2: Service Delivery Plan),
- Computer systems with the following minimum functionality (Form A-8: Respondent Site Readiness [first two bullets]
  - Internet Browser – minimum Internet Explorer (IE) 8; recommend IE 9 or newer
  - Microsoft Office – minimum 2007 Office Suite; recommend Office 2010 Suite
  - Email Client
- Appropriate signage to identify funded entity (Form A-8: Respondent Site Readiness).

Clinical Infrastructure

Respondents must have a clinical infrastructure appropriate to support the provision of services. At a minimum, respondents must have the following in place:

- Handicap-accessible clinic site(s) that is/are geographically close to the target population (Form A-8: Respondent Site Readiness);
- Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait (Form A-8: Respondent Site Readiness);

- Locked storage for charts, records, medications, and medical supplies (Form A-8: Respondent Site Readiness);
- Proper disposal for medical waste (Form A-8: Respondent Site Readiness),
- Clinicians who are licensed by the State of Texas to provide the type of services for which funding is requested (Form A-10: Respondent Background);
- Medical Director licensed to practice medicine in Texas and/or Dental Director licensed to practice dentistry in Texas (Form A-10: Respondent Background).
- Eligibility and billing staff who are trained or will be trained in requirements for funded services (Form B-2 and C-2: Service Delivery Plan);
- Staff to manage clinic operations (Form A-10: Respondent Background),
- Clinicians that have Medicaid numbers and can bill for services (Form A-10: Respondent Background);
- Current written protocols and Standing Delegation Orders (Form A-9: Title V Fee for Service Program Assurances);
- CLIA certification appropriate for the level of tests performed (Form A-8: Respondent Site Readiness); and

Demonstrable Experience in Providing Similar Services (Form B-2 and C-2: Service Delivery Plan)

Respondents must describe their plans for service delivery to the population in the proposed service area(s). Respondents must explain why the organization believes it has the capacity to achieve the service levels indicated in the proposal. Respondents must include what services will be subcontracted and discuss any cooperative agreements with community partners.

C. Contract Term

It is expected that the initial contract period will begin on or about 09/01/2013, and will be made for a 12-month budget period.

This contract may be renewed up to four (4) additional one-year period(s), with renewal initiated at the sole discretion of DSHS. Continued funding of the contract in future years is contingent upon the availability of funds and the satisfactory performance of the contractor during the prior contract period. Funding may vary and is subject to change each renewal period.

Contracts awarded under this RFP and any anticipated contract renewals are contingent upon the continued availability of funding. DSHS reserves the right to alter, amend, or withdraw this RFP at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human services agency consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article in the contract General Provisions will apply.

D. Use of Funds

In Fiscal Year 2014, $9 million is expected to be available for the Title V services outlined in this RFP. The breakdown of the funding by program type and by region follows:

Program	Funding Available
Title V Child Health Services	$3,500,000
Title V Child Dental Services	$3,500,000
Title V Prenatal Medical Services	$1,500,000
Title V Prenatal Dental Services	$500,000

FY 2013 Regional Allocation				
Region	Title V Child Health	Title V Child Dental	Title V Prenatal Medical	Title V Prenatal Dental
1	$105,000	$105,000	$45,000	$15,000
2/3	$1,015,000	$1,015,000	$435,000	$145,000
4/5N	$280,000	$280,000	$120,000	$40,000
6/5S	$840,000	$840,000	$360,000	$120,000
7	$420,000	$420,000	$180,000	$60,000
8	$350,000	$350,000	$150,000	$50,000
9/10	$210,000	$210,000	$90,000	$30,000
11	$280,000	$280,000	$120,000	$40,000

RFP respondents may ask for funds up to the regional amount available in the region(s) proposed to be served.

DSHS reserves the right to modify regional allocations if it is in the best interest of the State to do so.

Title V funds will be awarded to provide services to persons on an individual basis as follows:

- Title V Child Health Services: screening and eligibility determination, direct clinical services, laboratory services, Title V CPW case management services for infants, and appropriate referrals as necessary.
- Title V Child Dental Services: screening and eligibility determination, direct dental services, and appropriate referrals as necessary.
- Title V Prenatal Medical Services: screening and eligibility determination, direct clinical services, laboratory services, Title V CPW case management, coordination with the CHIP Perinatal Program and appropriate referrals as necessary.
- Title V Prenatal Dental Services: screening and eligibility determination, direct dental services, and appropriate referrals as necessary.

Only specified allowable services are reimbursed through established rates (see FORMS B-4, B-5, C-4 and C-5).

Funds are awarded for the purpose specifically defined in this RFP and must not be used for any other purpose. Funds must not be used to supplant local, state, or federal funds.

Contractors must ensure that all funds awarded are utilized for child health and dental and prenatal medical and dental services. To prevent underutilization of funds, DSHS reserves the right to process amendments to reduce contract amounts for re-allocation if it is determined that the contractor cannot reasonably utilize all funds initially awarded.

Reimbursement for Title V Services

Information concerning FY2014 Title V fee for services reimbursement rates can be found at: http://www.dshs.state.tx.us/chscontracts/default.shtm

E. Schedule of Events

1. Issue the RFP by posting to the Electronic State Business Daily (ESBD)	03/21/2013
2. Deadline for Submitting Questions	04/03/2013
3. Post Answers to Questions to the ESBD	04/10/2013
4. Deadline for Submission of Proposals	05/01/2013
5. Post Final Awards to the ESBD	08/31/2013
6. Mail/Email Contract(s) to Awarded Respondent(s) for Signature	08/01/2013
7. Anticipated Contract Begin Date	09/01/2013

DSHS reserves the right to change the dates shown above without notice.

II. PROGRAM INFORMATION

A. Program Background

Through Title V of the Social Security Act (SSA) of 1935, the federal government pledged to support state efforts to ensure the health of all mothers and children. In 1981, the Maternal and Child Health Services (MCH) Block Grant was created under Title V to further improve the health of mothers, women of childbearing age, infants, children, adolescents, and children with special health care needs (CSHCN). In Texas, the MCH Title V Block Grant is administered by the Department of State Health Services (DSHS). Title V funding is used to address the following areas, including, but not limited to:

- Significantly reducing infant mortality;
- Providing comprehensive care for women before, during, and after pregnancy and childbirth;
- Providing preventive and primary care services for infants, children, and adolescents; and
- Providing comprehensive care for CSHCN.

Systems of care are designed to be family-centered, comprehensive, coordinated and community-based.

The MCH Title V Block Grant requires states to match funding with general revenue at a level equal to at least the amount that had been dedicated to MCH programs in Federal Fiscal Year 1989. This requirement is referred to as the state's "maintenance of effort."

B. Legal Authority

DSHS is authorized to enter into contracts through Texas Health and Safety Code, Chapter 1001.

Federal: Title V of the Social Security Act (1935)

Within Texas, the MCH Title V Block Grant operates within a framework articulated by the Texas Legislature, the Health and Human Services Commission, and DSHS. The state health department, now known as DSHS, has administered Title V programs since the 1930s.

C. Program Requirements

Contractors shall be required to provide documentation that their registered nurses who perform child health exams following the Texas Health Steps periodicity schedule have completed the online Texas Health Steps module entitled "Overview of Best Practices and Children's Services" within 90 days of contract execution. As staff attrition occurs, new direct care staff are required to complete the module within 90 days of hire. This module is located at: http://txhealthsteps.com/. Free Continuing Education (CE) credits are available for the completion of this and other Texas Health Steps modules.

Contractors and their subcontractors shall:

- Identify, define, and prioritize specific interventions addressing the specific health care needs of the community;
- Ensure ongoing community involvement in the planning, implementation, and evaluation of the program;
- Ensure involvement of representatives of the cultural, racial, ethnic, gender, economic, and linguistic diversities within the community;
- Provide adequate automation systems to ensure direct communication with DSHS;
- Show evidence of new hire and annual periodic orientation of all staff to Title V concepts, and revisions as applicable to their job descriptions;
- Notify DSHS of any issues, concerns, or questions regarding Title V services;
- Establish and implement eligibility, clinical, reporting, and billing systems for Title V;
- Work with other local, state, and federal entities in the community to develop a network of complementary services;
- Screen all participants with an approved screening process and refer to other programs/funding sources as appropriate. Failure to adequately screen is deemed as unsatisfactory performance and may result in defunding;
- Screen for identification of mental health, substance abuse and family violence issues;
- Develop and maintain a referral system with effective follow-up;
- Develop a working relationship with other programs to ease the referral process for clients;
- Comply with eligibility, clinical, reporting, and billing mandates outlined in the policy and procedure manual; and
- Work in collaboration with DSHS to improve performance deemed unsatisfactory.

D. Scope of Work

Title V Child Health Services

Title V Child Health Services include preventive and primary child health care for children and adolescents from birth through the 21st year. Additionally, case management services are provided to children from birth to one year through Title V Children and Pregnant Women (Title V CPW) case management. Title V Child Health Services include screening and eligibility determination, direct clinical services, laboratory services, and appropriate referrals as necessary. Eligible clients must have a gross family income at or below 185% of the adopted Federal Poverty Level (FPL), must be Texas residents, and must not be eligible for Medicaid, Children's Health Insurance Program (CHIP), or other programs/benefits providing the same services.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Child Health Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title Office of Title V and Family Health is offering limited dental services supporting the oral health goals of Healthy People 2020 Oral Health and the Office of Women's Oral Health.

Laboratory Services

Selected laboratory services are available through Title V Child Health Services. Contractors will send the laboratory tests to the lab of providers' choice. Newborn screening test, mandated by law, will be the only test required to be sent to the Austin DSHS laboratory. Contractors are required to follow the guidelines included in the "Laboratory Services Chapter" of the DSHS Policies and Procedures Manual for the Title V Child Health and Dental Fee for Service and the Title V Prenatal Fee for Service. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title V Child Dental Services

Healthy People 2020 oral health goals include:

1. OH-1 Reduce the proportion of children and adolescents who have dental caries experience in their primary or permanent teeth
    1. OH-1.1 Reduce the proportion of young children aged 3-5 years with dental caries experience in their primary teeth
2. OH-2 Reduce the proportion of children and adolescents with untreated dental decay
    1. OH-2.1 Reduce the proportion of young children aged 3-5 years with untreated dental decay in their primary teeth
3. OH-7 Increase the proportion of children, adolescents, and adults who used the oral health system in the past 12 months

Title V Child Dental Services include preventive and primary dental care for children and adolescents from birth through the 21st year. Title V Child Dental Services include screening and eligibility determination, direct dental services, and appropriate referrals

as necessary. Eligible clients must have a gross family income at or below 185% of the adopted Federal Poverty Level (FPL), must be Texas residents, and must not be eligible for Medicaid, Children's Health Insurance Program (CHIP), or other programs/benefits providing the same services.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Child Dental Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title V Prenatal Medical Services

Title V Prenatal Medical Services include direct health care services to pregnant women of all ages. Title V Prenatal Medical Services includes screening and eligibility determination, direct clinical services, laboratory services, Title V CPW case management, and appropriate referrals as necessary. Eligible clients must have a gross family income at or below 185% of the adopted FPL, must be Texas residents, and must not be eligible for Medicaid, CHIP Perinatal, or other programs/benefits providing the same services.

Title V Prenatal Medical and the CHIP Perinatal Program will run concurrently. A maximum of two clinical prenatal care visits will be allowed for women who are in the process of applying for and enrolling in the CHIP Perinatal Program. Providers will be required to inform, encourage, and assist pregnant women in the CHIP Perinatal Program application process.

Title V Prenatal Medical Contractors shall be enrolled as CHIP Perinatal providers. Contractors currently not enrolled as a CHIP Perinatal provider, must have a mechanism in place for prenatal care benefits to be coordinated with existing CHIP Perinatal providers in the areas served.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Prenatal Medical Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

As a compliment to Title V Child Health and Prenatal Medical Services, Title V CPW case management services are available to assist certain high risk clients to access medical, social, educational, and other types of critical services. A Title V client is eligible for these services if he/she is:

- a woman of any age with a high-risk pregnancy;
- a child, birth through one year of age, with a health condition and/or health risk,
- in need of services to prevent illness(es) or medical condition(s), to maintain function, or slow further deterioration; and
- desires case management.

Title V CPW case management services are based on the Medicaid Children and Pregnant Women model. In order to provide and bill for Title V CPW services, providers must be Medicaid CPW providers, must have registered and completed the DSHS CPW training, and must have a CPW case manager on staff. Information about the required training is available online at http://www.dshs.state.tx.us/caseman/default.shtm.

Laboratory Services

Selected laboratory services are available through Title V Prenatal Medical Services. Contractors will send the laboratory tests to the lab of providers' choice. Newborn screening test, mandated by law, will be the only test required to be sent to the Austin DSHS laboratory. Contractors are required to follow the guidelines included in the "Laboratory Services Chapter" of the DSHS Policies and Procedures Manual for the Title V Child Health and Dental Fee for Service and the Title V Prenatal Fee for Service. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title V Prenatal Dental Services

Healthy People 2020 Oral Health Goals goals:

1. OH-3.1 Reduce the proportion of adults aged 35-44 years with untreated dental decay
2. OH-4.1 Reduce the proportion of adults aged 45-64 who have ever had a permanent tooth extracted because of dental caries or periodontitis (gum disease)
3. OH-7 Increase the proportion of children, adolescents, and adults who used the oral health system in the past 12 months
4. OH-10 Increase the proportion of local health departments and Federally Qualified Health Centers (FQHCs) that have an oral health component
5. OH-14 Increase the proportion of adults who receive preventive interventions in dental offices

    OH-14.1 Increase the proportion of adults who received information from a dentist or dental hygienist focusing on reducing tobacco use or smoking cessation in the past year

    1. OH-14.2 Increase the proportion of adults who received an oral and pharyngeal cancer screening from a dentist or dental hygienist in the past year
    2. OH-14.3 Increase the proportion of adults who are tested or referred for glycemic control from a dentist or dental hygienist in the past year

Office of Women's Oral Health Goals is to encourage prenatal and emphasis on the importance of oral health for the health of the baby. This can be supported and realized through preventive and primary dental care of the pregnant woman with the following goals:

1. Decrease the transmission of decay causing bacteria from the mother to the infant

2. Decrease the inflammatory mediators associated with gum (periodontal) disease (periodontitis) that are the same inflammatory mediators found in diabetes, cardiovascular disease, and arthritis and impact the ability to effectively treat these conditions during pregnancy and post-partum
3. Reduce the bacterial load within the pregnant woman's mouth
4. Restore the pregnant woman's mouth to function to allow adequate nutritional intake to support healthy development of the fetus and infant

Title V Prenatal Dental Services include dental services to pregnant women of all ages up to three months post-partum. Title V Prenatal Dental Services includes screening and eligibility determination, dental services, and appropriate referrals as necessary. Eligible clients must have a gross family income at or below 185% of the adopted FPL, must be Texas residents, and must not be eligible for other programs/benefits providing the same services.

Title V Prenatal Dental and the CHIP Perinatal Program and Medicaid for prenatal services will run concurrently. During the first dental visit, providers will ensure that the woman is or will receive prenatal services via Medicaid, CHIP Perinatal, or Title V. Post-partum dental services may continue up to three months following the delivery.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Prenatal Dental Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Contractors are required to conduct project activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to nondiscrimination requirements can be found on the Health and Human Services Commission (HHSC) Civil Rights Office website at: http://www.hhs.state.tx.us/aboutHHS/CivilRights.shtml.

Upon request, a contractor must provide the HHSC Civil Rights Office with copies of all the contractor's civil rights policies and procedures. Contractors must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than 10 calendar days after receipt of the complaint. Notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, TX 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free (877) 432-7232
Fax: (512) 438-5885

A contractor must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the contractor's programs, benefits or activities on the basis of national origin and must take reasonable steps to provide services and information both orally and in writing. Contractors must communicate in languages other

than English in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Contractors must comply with Executive Order 13279 and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Contractors are required to conduct project activities in accordance with the most recent *DSHS Standards for Public Health Clinic Services* and the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal located at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm. Contractors may obtain a copy of the most recent *DSHS Standards for Public Health Clinic Services* which is posted on the DSHS website at: http://www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.pdf.

DSHS reserves the right to modify the Statement of Work of the contract and to incorporate Special Provisions into contracts awarded under this RFP.

The Department of State Health Services (DSHS) Title V Fee-for-Service program is developing a new online eligibility and claims payment system. The ultimate goal of this new electronic system is to enhance and improve the quality of work shared between your organization and DSHS, allow quicker payments, allow faster and more efficient communication, as well as increased accuracy in review and approval of client service support. DSHS anticipates that the new system will be operational on or around September 1, 2014.

Respondents to this RFP will be required to use the new DSHS screening, billing and reporting system to bill for services. Until the system is operational, contractors will bill using a Microsoft Excel monthly voucher.

III. PROCUREMENT REQUIREMENTS

A. RFP Point of Contact

For purposes of **submitting questions** concerning this RFP, the only contact is ***Blanca Flores*** unless otherwise delegated by the Client Services Contracting Unit (CSCU) Director. All communications concerning this RFP must be submitted by e-mail (preferred), mail, hand-delivery, or fax to:

Mailing Address for Regular Mail:
Blanca Flores
Ref: RFP# CHS/TV-0554.1
Client Services Contracting Unit MC 1886
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347

Physical
Ref: **Address for Overnight Mail or hand-delivery:**
Blanca Flores
RFP# CHS/TV-0554.1
Client Services Contracting Unit MC 1886
Department of State Health Services
1100 W. 49th Street, Room T-502
Austin, Texas 78756

Phone and Fax Numbers:
512/776-7470 phone
512776- 7351 fax

CSCU Contact Email: *blanca.flores@dshs.state.tx.us*

Employees and representatives of DSHS other than Blanca Flores are not permitted to answer questions or otherwise discuss the contents of the RFP with any respondents or potential respondents or their representatives. Failure to observe this restriction may result in disqualification of this or other subsequent proposals. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this RFP.

Written inquiries or questions about this RFP must be received no later than the date specified in Section I.E. Schedule of Events by **12:00 p.m. noon *Central Daylight Saving Time (CDST).*** Questions submitted after this date and time will not be answered. Questions will not be answered verbally. Questions must be submitted by e-mail (preferred), mail, hand-delivery, or fax to the addresses or numbers above.

All questions and answers will be posted on the *Electronic State Business Daily* (ESBD) website at: *http://esbd.cpa.state.tx.us*. Postings may be made as questions are answered; however, all questions will be answered and posted no later than 5:00 P.M. ***CDST*** on the date specified in Section I E. Schedule of Events.

It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a bid. The Respondent's failure to periodically check the ESBD will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

Below are steps to navigate the ESBD website to view all documents posted related to this RFP including questions and answers. If you know the Agency Requisition number, skip to 1. c.

1. On the ESBD page, under the Browse heading:
    a. For the Agency Field, click Name then select Department of State Health Services from the pull down menu.
    b. For the Search Type Field, select Search Bid/Procurement Opportunities from the pull down menu.
    c. In the Agency Requisition Number field, type "CHS/TV-0554.1".
    d. Leave the NIGP Class – Item Number field blank.
    e. For the Order Results By field, select your preference from the pull down menu.
    f. Click the GO button.
2. All documents that are posted for this RFP will be displayed with a description of each document.
3. Click on the appropriate document or bid package to see the file.

CSCU is the point of contact with regard to all procurement and contractual matters relating to the services described herein prior to the award of any contract(s) as a result of this RFP. CSCU is the only office authorized to clarify, modify, amend, alter, or withdraw the project requirements, terms, and conditions of this RFP.

B. Proposal Due Date

The proposal must be received on or before **2:00 P.M. CDST** on the date specified in Section I.E. Schedule of Events.

C. Submission

The original proposal, six (6) additional hard copies, and one (1) electronic copy on a compact disc must be submitted on or before the due date to the RFP Point of Contact at the address specified in Section I, Part III. A. RFP Point of Contact. DSHS will not accept proposals by fax or e-mail. The original proposal and all copies (hard and electronic) must include any additional documents or appendices that make up the response.

If a proposal is sent by overnight mail or hand-delivered to the DSHS address above, the respondent should request a receipt at the time of delivery to verify the proposal was received on or before the proposal due date and time. **Hand-delivered proposals must be delivered to the room number identified in Section I, Part III. A. RFP Point of Contact.**

If a proposal is mailed, it is considered as meeting the deadline if it is mailed/delivered to the correct address as reflected in Section I, Part III. A. RFP Point of Contact and received by DSHS on or before the due date and time.

Respondents sending proposals by the United States Postal Service or commercial delivery services must ensure the carrier will be able to guarantee delivery of the proposal by the due date and time. DSHS may make exceptions only for natural disasters or catastrophes in the affected area as determined by DSHS. The respondent must submit to the RFP contact proper documentation that reflects the above exceptions before DSHS can consider the proposal as having been received by the deadline. It is the respondent's responsibility to ensure timely delivery of the proposal as required by this RFP.

Proposals that do not meet the above criteria will not be eligible for competition.

IV. PROPOSAL SCREENING AND EVALUATION

Proposals will be reviewed according to the criteria below. To maximize fairness for all proposals during review, DSHS staff may only confirm receipt of a proposal and are not permitted to discuss the proposal or its review during the review process. All proposals remain with DSHS and will not be returned to the respondent.

A. Screening Process

Proposals are initially screened for eligibility and completeness. The required preliminary screening or eligibility criteria include:

1. Proposal received on or before the proposal due date and time.
2. The original proposal bears an original signature of the authorized official of the respondent organization on Form A-1. Face Page.
3. Historically Underutilized Business (HUB) subcontracting plan that meets HUB requirements is included. **Note to All Respondents: Texas law provides that a proposal submitted in response to this RFP that does not contain a HUB subcontracting plan is non-responsive, in accordance with Texas Government Code § 2161.252.**
4. Form A-3: Administrative Information will be used in the initial screening process. This information may be used to exclude a proposal from review at the sole discretion of DSHS.
5. Respondent may not submit more than one proposal in response to this RFP.

In conducting the screening process, DSHS at its sole discretion may give respondents an opportunity to submit missing information or correct identified areas of noncompliance within a specified period of time. In such an instance, if no new information is received by the stated deadline, the proposal will be screened as is or may be disqualified from the evaluation process. Information submitted after the deadline will not be part of the evaluation.

DSHS reserves the right to waive irregularities that DSHS in its sole discretion determines to be minor. If such irregularities are waived, similar irregularities in all proposals will be waived.

B. Evaluation Process

Proposals that successfully pass the initial screening will be evaluated by an evaluation team consisting of DSHS staff, using the standard evaluation criteria and scoring values as outlined below.

Successful respondents shall achieve a score of at least 64 points for Title V Child Health & Child Dental Services and 64 points for Title V Prenatal Medical and Prenatal Dental Services. Proposals with a score less than indicated above may not be considered. Not all respondents who are deemed eligible to receive funds are assured of receiving an award.

In the event an item of noncompliance appears in a significant number of proposals, suggesting a possible lack of clarity in the RFP, DSHS at its sole discretion may give all respondents an opportunity to correct the identified areas of noncompliance within a specified period of time. In such an instance, if no new information is received by the stated deadline, the proposal will be evaluated as is. Information submitted after the deadline will not be part of the evaluation.

C. Evaluation Criteria

The proposal sections will be weighted as follows:

Form	Proposal Components	Title V Child Health & Dental Services Points	Title V Prenatal Medical & Dental Services Points
	Readiness Criteria		
A-8	Respondent Site Readiness	15	15
A-10	Respondent Background	12	12
B-2. C-	Service Delivery	5	5

2	Plan		
	Scoring Criteria		
A-11	Assessment Narrative	20	20
B-2, C-2	Service Delivery Plan	40	40
	Total Possible Points per Program	92	92
	Minimum Number of Points to be Funded	64	64

DSHS reserves the right to perform on-site and/or desk reviews for respondents scoring low on any portion of the readiness component of this RFP. If DSHS determines that the respondent is not sufficiently ready to perform, then DSHS reserves the right not to enter into a contract with the respondent.

D. Selection, Negotiation, and Award

Proposals will be reviewed according to the criteria described in this RFP. Funding award decisions will be based on:

- available funds,
- respondent scores,
- respondent readiness,
- an allocation methodology based on regional data that considers total population figures and the health and/or socioeconomic disparity of the populations to be served, as relevant to the proposed Statement of Work,
- demonstration by the respondent of the ability to provide services to a population in need as described in the Assessment Narrative (Form A-11) and the Service Delivery Plan (Form B-2 and Form C-2),
- the best interest of the State in providing services, and access to services under this RFP, and
- is at the sole discretion of DSHS. RFP respondents may ask for funds up to the amount available in each of the region(s) proposed to be served. Not all respondents who are deemed eligible to receive funds are assured of receiving an award.

The final funding amount and the provisions of the contract will be determined at the sole discretion of DSHS staff.

Any exceptions to the requirements, terms, conditions, or certifications in the RFP or attachments, addendums, or revisions to the RFP or General Provisions, sought by the respondent must be specifically detailed in writing by the respondent on Form A-4: Exception Form in this proposal and submitted to DSHS for consideration. DSHS will accept or reject each proposed exception. DSHS will not consider exceptions submitted separately from the respondent's proposal or at a later date.

DSHS will enter into negotiations with one or more of the top scorers in each region. Respondents selected for contract negotiations will be contacted by DSHS staff to negotiate the proposed funding amounts, request revisions necessary to the budget and any other forms, and to confirm readiness. Respondents will have a set amount of time in which to make revisions and return revised documents to DSHS, in order to be considered for an award. Respondents failing to meet prescribed deadlines will not be awarded a contract. If negotiations and needed revisions are acceptable to DSHS, DSHS at its sole discretion may enter into contract(s) with respondent(s).

CSCU will post to the ESBD a list of respondents whose proposals are selected for **final** award ***after successful negotiations***. This posting does not constitute DSHS's agreement with all the terms of any respondent's proposal and does not bind DSHS to enter into a contract with any respondent whose proposal is posted.

V. DSHS ADMINISTRATIVE INFORMATION

A. Rejection of Proposals

1. DSHS reserves the right to reject any or all proposals and is not liable for any costs incurred by the respondent in the development or submission of the proposal.
2. Any attempt by an employee, officer, or agent of the respondent to influence the outcome of DSHS's review through contact with any Commissioner or staff member of DSHS or other Texas health and human services agency will result in rejection of the proposal.
3. Any material misrepresentation in proposals submitted to DSHS will result in rejection of the proposal.
4. Form A-3: Administrative Information. Information supplied on this form will be used in the screening, evaluation, and/or rejection of any proposal.
5. Proposals may be rejected for failure to meet screening criteria or respondent eligibility criteria.

B. Right to Amend or Withdraw RFP

DSHS reserves the right to alter, amend, or modify any provisions of this RFP or to withdraw this RFP at any time prior to the execution of a contract if it is in the best interest of DSHS and the State of Texas. The decision of DSHS is administratively final. Amendment or withdrawal of the RFP will be posted to the ESBD.

C. Authority to Bind DSHS

For the purposes of this RFP, the Commissioner of DSHS, Assistant Commissioner, Chief Financial Officer or Chief Operating Officer, CSCU Director, or the employee designated through the commissioner's directive relating to line of authority (CD-2005.02) to act in place of one of those employees, is granted the signature responsibility of that employee and are the only individuals who may legally commit DSHS to the expenditure of public funds under the contract. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

D. Financial and Administrative Requirements

General Provisions

1. All contractors under this RFP must comply with the *DSHS General Provisions* posted on the ESBD with this RFP. The General Provisions are also located at: http://www.dshs.state.tx.us/grants/gen-prov.shtm.

   Respondent is not required to return the General Provisions or DSHS Assurances and Certifications with their proposal. By signing the Form A-1: Face Page, respondent is agreeing to abide by the referenced general provisions and DSHS Assurances and Certifications.

2. All contractors must comply with the cost principles, audit requirements, and administrative requirements.

Additional requirements on basic accounting and financial management systems are found in *DSHS Contractor Financial Procedures Manual*. Copies of the procedures manual are available online at http://www.dshs.state.tx.us/contracts/docs/cfpm.doc. *OMB Circulars* may be found at: http://www.whitehouse.gov/omb/circulars/.

All DSHS contractors are required to maintain a financial management system that will identify the receipt and expenditure of funds separately for each DSHS contract and/or program attachment and will record expenditures by the budget cost categories in the approved budget for a cost reimbursement program attachment. This requires establishing within the chart of accounts and general ledger,a separate set of accounts for each program attachment. In order to ensure the fiscal integrity of accounting records, the contractor must utilize an accounting system that does not permit overwrite or erasure of transactions posted to the general ledger.

Additional requirements on basic accounting and financial management systems are found in DSHS General Provisions, Allowable Costs and Audit Requirements and the DSHS Contractor Financial Procedures Manual. Copies of the procedures manual are available online at http://www.dshs.state.tx.us/contracts/cfpm.shtm. OMB Circulars may be found at http//www.whitehouse.gov/omb/circulars. Internet links to laws and regulations applicable to the financial and administrative requirements of grants and sub grants are provided below.

Circulars (CFRs):http://www.whitehouse.gov/omb/grants/grants_circulars.html

Federal agency common rules: http://www.whitehouse.gov/omb/grants/chart.html

Code of Federal Regulations: http://www.access.gpo.gov/nara/cfr/cfr-table-search.html

Uniform Grant Management Standards:
http://governor.state.tx.us/files/state-grants/UGMS062004.doc

Federal Department of Health and Human Services, Grants Policy Statement: http://www.hhs.gov/grantsnet/adminis/gpd/

E. Contracting with Subcontractors and/or Vendors

The selected contractor may enter into contracts with subrecipient subcontractors or procurement contracts with vendors on a limited basis with the funds provided by this RFP. Subcontracts may be used to augment contractor's capacity to perform Title V prenatal services.

Contracts with subrecipients or procurement contracts with vendors must be in writing. These contracts are subject to the requirements of the primary contract and shall comply with the requirements specified in the Contracts with Subrecipients and Contracts for Procurement articles in the General Provisions for Department of State Health Services Grant Contracts. The contract general

provisions are available online at http://www.dshs.state.tx.us/grants/docs.shtm.

If a respondent plans to enter into a contract in which a subrecipient or vendor will receive a substantial portion of the scope of the project, i.e., $25,000 or 25 percent of the respondent's funding request, whichever is greater, the respondent shall submit justification to DSHS and receive prior written approval from DSHS before entering into the contract.

F. DSHS Historically Utilized Business Participation

In accordance with Texas Government Code **§2161.252**, a proposal that does not contain a HUB Subcontracting Plan (HSP) Attachment ____ is non-responsive and will be rejected without further evaluation. In addition, if DSHS determines that the HSP was not developed in good faith, it will reject the proposal for failing to comply with material RFP specifications.

1. Introduction

DSHS is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. DSHS has adopted administrative rules relating to HUBs, and a Policy on the Utilization of HUBs, which is located on DSHS's website.

Pursuant to Texas Government Code §2161.181 and §2161.182, and DSHS's HUB policy and rules, DSHS is required to make a good faith effort to increase HUB participation in its contracts. DSHS may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

2. DSHS's Administrative Rules

DSHS has adopted the CPA's HUB rules as its own. DSHS's rules are located in Title 25, Part 1, Chapter 1, Subchapter N of the Texas Administrative Code, and the CPA rules are located in Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between DSHS's administrative rules and this RFP, the rules shall take priority.

3. Statewide Annual HUB Utilization Goal

The CPA has established statewide HUB participation goals for different categories of contracts in 34 T.A.C. §20.13. In order to meet or exceed the HUB participation goals, DSHS encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.

This contract is classified as an ___Other Services___ _____ contract under

the CPA rule, and therefore has a HUB Annual Procurement Utilization Goal of __24.6_%_ per fiscal year.

4. Required HUB Subcontracting Plan

In accordance with Government Code, Chapter 2161, Subchapter F, each state agency that considers entering into a contract with an expected value of $100,000 or more over the life of the contract (including any renewals) shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

In accordance with 34 T.A.C. §20.14(a) (1) (C) of the HUB Rules. State agencies may determine that subcontracting is probable for only a subset of the work expected to be performed or the funds to be expended under the contract. If an agency determines that subcontracting is probable on only a portion of a contract, it shall document its reasons in writing for the procurement file.

DSHS has determined that subcontracting opportunities are probable for this RFP. As a result, the respondent must submit an HSP with its proposal. The HSP is required whether a respondent intends to subcontract or not.

In the HSP, a respondent must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt a respondent from completing the HSP requirement.

DSHS shall review the documentation submitted by the respondent to determine if a good faith effort has been made in accordance with solicitation and HSP requirements. During the good faith effort evaluation, DSHS may, at its discretion allow revisions necessary to clarify and enhance information submitted in the original HSP.

If DSHS determines that the respondent's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

5. CPA Centralized Master Bidders List

Respondents may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, DSHS has identified the following class and item codes for potential subcontracting opportunities:

NIGP Class/Item Code: 948-48

Respondents are not required to use, nor limited to using, the class and item codes

identified above, and may identify other areas for subcontracting.

DSHS does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so respondents are encouraged to refer to the CMBL often to find the most current listing of HUBs.

6. HUB Subcontracting Procedures – If a Respondent Intends to Subcontract

A HSP must demonstrate that the respondent made a good faith effort to comply with DSHS's HUB policies and procedures. The following subparts outline the items that DSHS will review in determining whether an HSP meets the good faith effort standard. A respondent that intends to subcontract must complete the HSP to document its good faith efforts.

For step-by-step audio/video instructions on how to complete the HSP, you may also visit the CPA's website at:
http://www.cpa.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/.

6.1 Identify Subcontracting Areas and Divide Them into Reasonable Lots

A respondent should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

6.2 Notify Potential HUB Subcontractors

The HSP must demonstrate that the respondent made a good faith effort to subcontract with HUBs. The respondent's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

6.2.1. Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The respondent must determine which portions of work, including goods and services, will be subcontracted.

6.2.2. Use the appropriate method(s) to demonstrate good faith effort. The respondent can use either method(s) 1, 2, 3, or 4:

6.3 Method 1: Respondent Intends to Subcontract with only HUBs:

The respondent must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or,

6.4 Method 2: Respondent Intends to Subcontract with HUB Protégé(s):
The respondent must identify in the HSP the HUB protégé'(s) that will be utilized andshould:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to DSHS; and
- Identify areas of the HSP that will be performed by the protégé

DSHS will accept a Mentor Protégé Agreement that has been entered into by a respondent (Mentor) and a certified HUB (protégé) in accordance with Texas Government Code §2161.065. When a respondent proposes to subcontract with a protégé(s), it does not need to provide notice to 3 HUB vendors for that subcontracted area.
Participation in the Mentor Protégé Program, along with submission of a protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé, or,

6.5 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):
The respondent must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized; and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this solicitation. When utilizing this method, only HUB subcontractors that has existing contracts with the respondent for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this solicitation, respondents may also use non-HUB subcontractors; or,

6.6 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The respondent must identify in the HSP and submit documentation regarding both of the following requirements:

- written notification to minority or women trade organizations or development centers to assist in identifying potential HUBs of the subcontracting opportunities the respondent intends to subcontract.

  Respondents must give minority or women trade organizations or development centers at least seven (7) working days prior to submission of the respondent's response for dissemination of the subcontracting opportunities to their members. A list of minority and women trade organizations is located on DSHS's website under the Minority and Women Organization link.

- written notification to at least three (3) HUB businesses of the subcontracting opportunities that the respondent intends to subcontract. The written notice must

be sent to potential HUB subcontractors prior to submitting proposals and must include:

- a description of the scope of work to be subcontracted;
- information regarding the location to review project plans or specifications;
- information about bonding and insurance requirements;
- required qualifications and other contract requirements; and
- a description of how the subcontractor can contact the respondent.

Respondents must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the respondent's response unless circumstances require a different time period, which is determined by the agency and documented in the contract file;

Respondents must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Respondents may rely on the services of contractor groups; local, state and federal business assistance offices; and other organizations that provide assistance in identifying qualified applicants for the HUB program.

Written Justification of the Selection Process

DSHS will make a determination if a good faith effort was made by the respondent in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the respondent's good faith efforts in developing and submission of the HSP. DSHS may require the respondent to submit additional documentation explaining how the respondent made a good faith effort in accordance with the solicitation.

A respondent must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the respondent negotiated in good faith with qualified HUB bidders, and did not reject qualified HUBs who were the best value responsive bidders.

6.7 Method 4: Respondent Does Not Intend to Subcontract

When the respondent plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The respondent must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the respondent must identify the sections of the proposal that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The respondent must agree to comply with the following if requested by DSHS:

- provide evidence of sufficient respondent staffing to meet the RFP requirements;
- provide monthly payroll records showing the respondent staff fully dedicated to the contract;
- allow DSHS to conduct an on site review of company headquarters or work site where services are to be performed and,
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

7.Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful respondent(s).

After contract award, DSHS will coordinate a post-award meeting with the successful respondent to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP, and must submit monthly subcontract reports to DSHS by completing the HUB "Prime Contractor Progress Assessment Report." This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

DSHS's UTCs outline the procedures for changing the HSP, as well as the HSP compliance and reporting requirements. All changes to the approved HSP require prior DSHS approval. In general, if the contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4.6 of this RFP (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, or participate in the Mentor Protégé Program).

For this reason, DSHS encourages respondents to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the respondent plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow DSHS to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract, and will be subject to remedial actions. DSHS may also report noncompliance to the CPA in accordance with the CPA's Rules, §20.105 (relating to Debarment) and §20.106 (relating to Procedures for Investigations and Debarment).

G. Contract Information

DSHS will monitor contractor's expenditures. A contractor's budget may be subject to a decrease for the remainder of the budget period if expenditure percentages are below the amount projected and determined by DSHS. DSHS reserves the right to adjust the funding allocation to contractors pursuant to the terms of the contract.

H. Contract Award Protest Policy

Respondents who feel aggrieved in connection with a contract award based on this RFP must submit a written protest according to 25 TAC, §4.1 – Contract Protest, which is located at:
http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=4&rl=1

The protest should be mailed or faxed to:

Contract Oversight and Support Section
Attention: Protest Coordinator
MAILCODE 1326
P.O. Box 149347
Austin, TX 78714-9347
Fax: 512/458-7202

CONTENT AND PREPARATION

VI. PROPOSAL CONTENT

A. Instructions for Preparation

The proposal should be developed and submitted in accordance with the instructions outlined in this section. The proposal should meet the following stylistic requirements:

- All pages clearly and consecutively numbered;
- Original and six (6) additional hard copies unbound but secured with binder clips or rubber bands;
- An electronic disc copy must be included in addition to the original and the six (6) hard copies
- Typed (computer or typewriter);
- No less than single-spaced;
- No less than 12-point Arial or Times New Roman font on 8 1/2" x 11" paper with 1" margins for text; 10-point font for forms;
- Black print on white paper;
- Blank forms provided in **SECTION II. BLANK FORMS AND INSTRUCTIONS** must be used (electronic reproduction of the forms is acceptable; however, all

forms must be identical to the original form(s) provided); do not change the font used on forms provided;
- Signed in ink by an authorized official (copies must be signed but need not bear an original signature);
- Envelope/package containing the proposal must clearly identify the respondent's legal name and mailing address as reflected on Form A-1: Face Page; and
- Envelope/package containing the proposal must clearly identify the name and number of the RFP as reflected on the cover page of this RFP.

Specific instructions for each required section are provided. Instructions for completing forms are found on each form. Attachments requested (i.e., organization chart, Table of Contents from policy manual, etc.) should be included behind the appropriate form or at the back of the response.

The RFP has been structured to minimize the duplication of forms for respondents who may choose to request funding for more than one of the Title V-funded services included in this RFP. The RFP contains three (3) sections:

- **Section I** – provides general information on the funded services as well as guidelines for the RFP response content and preparation.
- **Section II** – contains instructions and the blank forms to be submitted. Section II is divided into three (3) attachments.
  - Attachment A – **ALL respondents are required to complete the forms in this Attachment.** If respondent is requesting more than one Title V funded service, complete Attachment A only one (1) time.
  - Attachment B – respondents must complete the forms in this Attachment if requesting Title V Child Health & Dental Services funding.
  - Attachment C – respondents must complete the forms in this Attachment if requesting Title V Prenatal Medical & Dental Services funding.
- **Section III** - Appendices

To be considered for funding for one or more of the Title V-funded services included in this RFP, respondents must complete all forms in Attachment A and all forms in the respective Attachment associated with the Title V service(s) for which the respondent intends to apply.

B. Confidential Information

The respondent must clearly designate any portion(s) of this proposal that contains confidential information and state the reasons the information should be designated as such. **Marking the entire proposal as confidential will be neither accepted nor honored.** If any information is marked as confidential in the proposal, DSHS will determine whether the requested information may be excepted from disclosure under the Public Information Act, Texas Government Code, Chapter 552. If it constitutes an exception, and if a request is made by any other entity or individual for the information marked as confidential, the information will be forwarded to the Texas Attorney General along with a request for a ruling on its confidentiality. Respondents are advised to consult with their legal counsel regarding disclosure issues and to take the appropriate precautions to safeguard trade secrets or any other confidential information. Following the award of any contract, proposals to this RFP are subject to release as public

information unless any proposal or specific parts of any proposal can be shown to be mandated as exempt from disclosure under the Public Information Act, Texas Government Code, Chapter 552.

C. Table of Contents

THE PROPOSAL SHOULD INCLUDE A TABLE OF CONTENTS AND BE ORGANIZED IN THE FOLLOWING ORDER, AS APPLICABLE:

Section II – Attachment A: All Respondents to complete only one time

Form A-1. Face Page - Proposal for Financial Assistance

Form A-2. Proposal Table of Contents and Checklist

Form A-3. Administrative Information – attach required information

Form A-4. Exemptions Form

Form A-5. Historically Underutilized Businesses (HUBs)

Form A-6. Child Support Certification

Form A-7. Clinic Site(s)

Form A-8. Respondent Site Readiness

Form A-9. Title V Fee for Service Program Assurances

Form A-10. Respondent Background

Form A-11. Assessment Narrative

Section II – Attachment B: Child Health & Dental Services Respondents

Form B-1. Contact Person Information

Form B-2. Service Delivery Plan

Form B-3. Ceiling Request and Performance Measures

Form B-4. Child Health Services and Reimbursement Rates

Form B-5. Child Dental Services and Reimbursement Rates

Section II – Attachment C: Prenatal Medical & Dental Services Respondents

Form C-1. Contact Person Information

Form C-2. Service Delivery Plan

Form C-3. Ceiling Request and Performance Measures

Form C-4. Prenatal Medical Services and Reimbursement Rates

Form C-5. Prenatal Dental Services and Reimbursement Rates

TEXAS
Department of
State Health Services

Section II

FORMS

Title V Fee for Services Contracts
Child Health & Child Dental
Prenatal Medical & Prenatal Dental

Request for Proposal
Fiscal Year 2014

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: CHS/TV-0554.1
Issued March 21, 2013
Due May 1, 2013

DRAFT

Section II
Attachment A

Common Forms

To Be Completed by ALL Respondents

DRAFT

TEXAS Department of State Health Services

Department of State Health Services

FORM A-1: FACE PAGE

Proposal for Financial Assistance – RFP # CHS/TV-0554.1

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION			
1) LEGAL BUSINESS NAME:			
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):		**Check if address change**	☐
3) PAYEE Name and Mailing Address (if different from above):		**Check if address change**	☐
4) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) or **Social Security Number** (9 digit) : **DUNS Number**			
**The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.*			
5) Medicaid Provider Number:	**OR**	**Date Medicaid Application Submitted & TMHP Ticket #:**	
6) TYPE OF ENTITY (check all that apply):			
☐ City	☐ Nonprofit Organization*	☐ Individual	
☐ County	☐ For Profit Organization*	☐ FQHC	
☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning	
☐ State Agency	☐ Community-Based Organization	☐ Hospital	
☐ Indian Tribe	☐ Minority Organization	☐ Private	
	☐ Faith Based (Nonprofit Org)	☐ Other (specify):	
**If incorporated, provide 10-digit charter number assigned by Secretary of State:*			
7) PROPOSED BUDGET PERIOD:	**Start Date:**	**End Date:**	
8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).			
9) AMOUNT OF FUNDING REQUESTED	**V-CH & CD: $**		
	V-PM & PD $	**11) PROJECT CONTACT PERSON**	
10) PROJECTED EXPENDITURES	$	Name: Phone: Fax: E-mail:	
Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? ** Yes ☐ No ☐ ***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non project-related DSHS funds.*		**12) FINANCIAL OFFICER** Name: Phone: Fax: E-mail:	
The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.			
13) AUTHORIZED REPRESENTATIVE	**Check if change** ☐	**14) SIGNATURE OF AUTHORIZED REPRESENTATIVE**	
Name: Title: Phone: Fax: E-mail:		**15) DATE**	

FORM A-1: FACE PAGE INSTRUCTIONS

This form provides basic information about the respondent and the proposed project with the Department of State Health Services (DSHS), including the signature of the authorized representative. It is the cover page of the proposal and is required to be completed. Signature affirms the facts contained in the respondent's response are truthful and the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the respondent's proposal.

1. **LEGAL BUSINESS NAME** - Enter the legal name of the respondent.

2. **MAILING ADDRESS INFORMATION** - Enter the respondent's complete physical address and mailing address, city, county, state, and zip code.

3. **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with respondent to receive payment for services rendered by respondent and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the respondent. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4. **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The respondent acknowledges, understands and agrees the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests. **DUNS Number** – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. . This number is required if receiving **ANY** federal funds and can be obtained at: http://fedgov.dnb.com/webform
5. **MEDICAID PROVIDER NUMBER OR DATE MEDICAID APPLICATION SUBMITTED** – Enter the Medicaid provider number used by the organization to bill Medicaid. If the organization does not have a Medicaid number, enter the date an application was submitted to obtain a Medicaid number and TMPH Ticket #.

6. **TYPE OF ENTITY** - The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Check all appropriate boxes that apply.
   - HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (economically disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the Comptroller's Texas Procurement and Support Services or another entity.
   - MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   - If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

7. **PROPOSED BUDGET PERIOD** - Enter the budget period for this proposal. Budget period is defined in the RFP.

8. **COUNTIES SERVED BY PROJECT** -- Check off counties to be served from the list of Texas counties on Page II-5 (below) and include behind the Face Page per Title V funded service for which you are applying. **Complete Form A-1:B for Title V Child Health & Child Dental Services; Form A-1:C; for Title V Prenatal Medical & Prenatal Dental Services.** Do not write counties on line 8. Do check the counties to be served on the counties list page.
9. **AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from DSHS for each type of funding requested. V-CH & CD (Child Health & Child Dental) amount must match the Grand Total of Form B-3. V-PM & PD (Prenatal Medical & Prenatal Dental) amount must match the Grand Total of Form C-3.
10. **PROJECTED EXPENDITURES** - If respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year, respondent must arrange for a financial compliance audit (Single Audit).

11. **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and e-mail address of the person responsible for the proposed project.

12. **FINANCIAL OFFICER** - Enter the name, phone, fax, and e-mail address of the person responsible for the financial aspects of the proposed project.

13. **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and e-mail address of the person authorized to represent the respondent. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.

14. **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the respondent must sign in this blank.
15. **DATE** - Enter the date the authorized representative signed this form.

FORM A-1: B Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent:

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐	4/5N	Culberson	☐	9/10	Hemphill	☐	01	Mason	☐	9/10	Scurry	☐	2/3	
Andrews	☐	9/10	-D-			Henderson	☐	4/5N	Matagorda	☐	6/5S	Shackelford	☐	2/3	
Angelina	☐	4/5N	Dallam	☐	01	Hidalgo	☐	11	Maverick	☐	08	Shelby	☐	4/5N	
Aransas	☐	11	Dallas	☐	2/3	Hill	☐	07	McCulloch	☐	9/10	Sherman	☐	01	
Archer	☐	2/3	Dawson	☐	9/10	Hockley	☐	01	McLennan	☐	07	Smith	☐	4/5N	
Armstrong	☐	01	Deaf Smith	☐	01	Hood	☐	2/3	McMullen	☐	11	Somervell	☐	2/3	
Atascosa	☐	08	Delta	☐	4/5N	Hopkins	☐	4/5N	Medina	☐	08	Starr	☐	11	
Austin	☐	6/5S	Denton	☐	2/3	Houston	☐	4/5N	Menard	☐	9/10	Stephens	☐	2/3	
-B-			DeWitt	☐	08	Howard	☐	9/10	Midland	☐	9/10	Sterling	☐	09	
Bailey	☐	01	Dickens	☐	01	Hudspeth	☐	9/10	Milam	☐	07	Stonewall	☐	2/3	
Bandera	☐	08	Dimmit	☐	08	Hunt	☐	2/3	Mills	☐	07	Sutton	☐	9/10	
Bastrop	☐	07	Donley	☐	01	Hutchinson	☐	01	Mitchell	☐	2/3	Swisher	☐	01	
Baylor	☐	2/3	Duval	☐	11	-I-			Montague	☐	2/3	-T-			
Bee	☐	11	-E-			Irion	☐	9/10	Montgomery	☐	6/5S	Tarrant	☐	2/3	
Bell	☐	07	Eastland	☐	2/3	-J-			Moore	☐	01	Taylor	☐	2/3	
Bexar	☐	08	Ector	☐	9/10	Jack	☐	2/3	Morris	☐	4/5N	Terrell	☐	9/10	
Blanco	☐	07	Edwards	☐	08	Jackson	☐	08	Motley	☐	01	Terry	☐	01	
Borden	☐	9/10	Ellis	☐	2/3	Jasper	☐	4/5N	-N-			Throckmorton	☐	2/3	
Bosque	☐	07	El Paso	☐	9/10	Jeff Davis	☐	9/10	Nacogdoches	☐	4/5N	Titus	☐	4/5N	
Bowie	☐	4/5N	Erath	☐	2/3	Jefferson	☐	6/5S	Navarro	☐	2/3	Tom Green	☐	9/10	
Brazoria	☐	6/5S	-F-			Jim Hogg	☐	11	Newton	☐	4/5N	Travis	☐	07	
Brazos	☐	07	Falls	☐	07	Jim Wells	☐	11	Nolan	☐	2/3	Trinity	☐	4/5N	
Brewster	☐	9/10	Fannin	☐	2/3	Johnson	☐	2/3	Nueces	☐	11	Tyler	☐	4/5N	
Briscoe	☐	01	Fayette	☐	07	Jones	☐	2/3	-O-			-U-			
Brooks	☐	11	Fisher	☐	2/3	-K-			Ochiltree	☐	01	Upshur	☐	4/5N	
Brown	☐	2/3	Floyd	☐	01	Kames	☐	08	Oldham	☐	01	Upton	☐	9/10	
Burleson	☐	07	Foard	☐	2/3	Kaufman	☐	2/3	Orange	☐	6/5S	Uvalde	☐	08	
Burnet	☐	07	Fort Bend	☐	6/5S	Kendall	☐	08	-P-			-V-			
-C-			Franklin	☐	4/5N	Kenedy	☐	11	Palo Pinto	☐	2/3	Val Verde	☐	08	
Caldwell	☐	07	Freestone	☐	07	Kent	☐	2/3	Panola	☐	4/5N	Van Zandt	☐	4/5N	
Calhoun	☐	08	Frio	☐	08	Kerr	☐	08	Parker	☐	2/3	Victoria	☐	08	
Callahan	☐	2/3	-G-			Kimble	☐	9/10	Parmer	☐	01	-W-			
Cameron	☐	11	Gaines	☐	9/10	King	☐	01	Pecos	☐	9/10	Walker	☐	6/5S	
Camp	☐	4/5N	Galveston	☐	6/5S	Kinney	☐	08	Polk	☐	4/5N	Waller	☐	6/5S	
Carson	☐	01	Garza	☐	01	Kleberg	☐	11	Potter	☐	01	Ward	☐	9/10	
Cass	☐	4/5N	Gillespie	☐	08	Knox	☐	2/3	Presidio	☐	9/10	Washington	☐	07	
Castro	☐	01	Glasscock	☐	9/10	-L-			-R-			Webb	☐	11	
Chambers	☐	6/5S	Goliad	☐	08	Lamar	☐	4/5N	Rains	☐	4/5N	Wharton	☐	6/5S	
Cherokee	☐	4/5N	Gonzales	☐	08	Lamb	☐	01	Randall	☐	01	Wheeler	☐	01	
Childress	☐	01	Gray	☐	01	Lampasas	☐	07	Reagan	☐	9/10	Wichita	☐	2/3	
Clay	☐	2/3	Grayson	☐	2/3	La Salle	☐	08	Real	☐	08	Wilbarger	☐	2/3	
Cochran	☐	01	Gregg	☐	4/5N	Lavaca	☐	08	Red River	☐	4/5N	Willacy	☐	11	
Coke	☐	9/10	Grimes	☐	07	Lee	☐	07	Reeves	☐	9/10	Williamson	☐	07	
Coleman	☐	2/3	Guadalupe	☐	08	Leon	☐	07	Refugio	☐	11	Wilson	☐	08	
Collin	☐	2/3	-H-			Liberty	☐	6/5S	Roberts	☐	01	Winkler	☐	9/10	
Collingsworth	☐	01	Hale	☐	01	Limestone	☐	07	Robertson	☐	07	Wise	☐	2/3	
Colorado	☐	6/5S	Hall	☐	01	Lipscomb	☐	01	Rockwall	☐	2/3	Wood	☐	4/5N	
Comal	☐	08	Hamilton	☐	07	Live Oak	☐	11	Runnels	☐	2/3	-Y-			
Comanche	☐	2/3	Hansford	☐	01	Llano	☐	07	Rusk	☐	4/5N	Yoakum	☐	01	
Concho	☐	9/10	Hardeman	☐	2/3	Loving	☐	9/10	-S-			Young	☐	2/3	
Cooke	☐	2/3	Hardin	☐	6/5S	Lubbock	☐	01	Sabine	☐	4/5N	-Z-			
Coryell	☐	07	Harris	☐	6/5S	Lynn	☐	01	San Augustine	☐	4/5N	Zapata	☐	11	
Cottle	☐	2/3	Harrison	☐	4/5N	-M-			San Jacinto	☐	4/5N	Zavala	☐	08	
Crane	☐	9/10	Hartley	☐	01	Madison	☐	07	San Patricio	☐	11				
Crockett	☐	9/10	Haskell	☐	2/3	Marion	☐	4/5N	San Saba	☐	07				

FORM A-1: C Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent:

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐	4/5N	Culberson	☐	9/10	Hemphill	☐	01	Mason	☐	9/10	Scurry	☐	2/3	
Andrews	☐	9/10	-D-			Henderson	☐	4/5N	Matagorda	☐	6/5S	Shackelford	☐	2/3	
Angelina	☐	4/5N	Dallam	☐	01	Hidalgo	☐	11	Maverick	☐	08	Shelby	☐	4/5N	
Aransas	☐	11	Dallas	☐	2/3	Hill	☐	07	McCulloch	☐	9/10	Sherman	☐	01	
Archer	☐	2/3	Dawson	☐	9/10	Hockley	☐	01	McLennan	☐	07	Smith	☐	4/5N	
Armstrong	☐	01	Deaf Smith	☐	01	Hood	☐	2/3	McMullen	☐	11	Somervell	☐	2/3	
Atascosa	☐	08	Delta	☐	4/5N	Hopkins	☐	4/5N	Medina	☐	08	Starr	☐	11	
Austin	☐	6/5S	Denton	☐	2/3	Houston	☐	4/5N	Menard	☐	9/10	Stephens	☐	2/3	
-B-			DeWitt	☐	08	Howard	☐	9/10	Midland	☐	9/10	Sterling	☐	09	
Bailey	☐	01	Dickens	☐	01	Hudspeth	☐	9/10	Milam	☐	07	Stonewall	☐	2/3	
Bandera	☐	08	Dimmit	☐	08	Hunt	☐	2/3	Mills	☐	07	Sutton	☐	9/10	
Bastrop	☐	07	Donley	☐	01	Hutchinson	☐	01	Mitchell	☐	2/3	Swisher	☐	01	
Baylor	☐	2/3	Duval	☐	11	-I-			Montague	☐	2/3	-T-			
Bee	☐	11	-E-			Irion	☐	9/10	Montgomery	☐	6/5S	Tarrant	☐	2/3	
Bell	☐	07	Eastland	☐	2/3	-J-			Moore	☐	01	Taylor	☐	2/3	
Bexar	☐	08	Ector	☐	9/10	Jack	☐	2/3	Morris	☐	4/5N	Terrell	☐	9/10	
Blanco	☐	07	Edwards	☐	08	Jackson	☐	08	Motley	☐	01	Terry	☐	01	
Borden	☐	9/10	Ellis	☐	2/3	Jasper	☐	4/5N	-N-			Throckmorton	☐	2/3	
Bosque	☐	07	El Paso	☐	9/10	Jeff Davis	☐	9/10	Nacogdoches	☐	4/5N	Titus	☐	4/5N	
Bowie	☐	4/5N	Erath	☐	2/3	Jefferson	☐	6/5S	Navarro	☐	2/3	Tom Green	☐	9/10	
Brazoria	☐	6/5S	-F-			Jim Hogg	☐	11	Newton	☐	4/5N	Travis	☐	07	
Brazos	☐	07	Falls	☐	07	Jim Wells	☐	11	Nolan	☐	2/3	Trinity	☐	4/5N	
Brewster	☐	9/10	Fannin	☐	2/3	Johnson	☐	2/3	Nueces	☐	11	Tyler	☐	4/5N	
Briscoe	☐	01	Fayette	☐	07	Jones	☐	2/3	-O-			-U-			
Brooks	☐	11	Fisher	☐	2/3	-K-			Ochiltree	☐	01	Upshur	☐	4/5N	
Brown	☐	2/3	Floyd	☐	01	Karnes	☐	08	Oldham	☐	01	Upton	☐	9/10	
Burleson	☐	07	Foard	☐	2/3	Kaufman	☐	2/3	Orange	☐	6/5S	Uvalde	☐	08	
Burnet	☐	07	Fort Bend	☐	6/5S	Kendall	☐	08	-P-			-V-			
-C-			Franklin	☐	4/5N	Kenedy	☐	11	Palo Pinto	☐	2/3	Val Verde	☐	08	
Caldwell	☐	07	Freestone	☐	07	Kent	☐	2/3	Panola	☐	4/5N	Van Zandt	☐	4/5N	
Calhoun	☐	08	Frio	☐	08	Kerr	☐	08	Parker	☐	2/3	Victoria	☐	08	
Callahan	☐	2/3	-G-			Kimble	☐	9/10	Parmer	☐	01	-W-			
Cameron	☐	11	Gaines	☐	9/10	King	☐	01	Pecos	☐	9/10	Walker	☐	6/5S	
Camp	☐	4/5N	Galveston	☐	6/5S	Kinney	☐	08	Polk	☐	4/5N	Waller	☐	6/5S	
Carson	☐	01	Garza	☐	01	Kleberg	☐	11	Potter	☐	01	Ward	☐	9/10	
Cass	☐	4/5N	Gillespie	☐	08	Knox	☐	2/3	Presidio	☐	9/10	Washington	☐	07	
Castro	☐	01	Glasscock	☐	9/10	-L-			-R-			Webb	☐	11	
Chambers	☐	6/5S	Goliad	☐	08	Lamar	☐	4/5N	Rains	☐	4/5N	Wharton	☐	6/5S	
Cherokee	☐	4/5N	Gonzales	☐	08	Lamb	☐	01	Randall	☐	01	Wheeler	☐	01	
Childress	☐	01	Gray	☐	01	Lampasas	☐	07	Reagan	☐	9/10	Wichita	☐	2/3	
Clay	☐	2/3	Grayson	☐	2/3	La Salle	☐	08	Real	☐	08	Wilbarger	☐	2/3	
Cochran	☐	01	Gregg	☐	4/5N	Lavaca	☐	08	Red River	☐	4/5N	Willacy	☐	11	
Coke	☐	9/10	Grimes	☐	07	Lee	☐	07	Reeves	☐	9/10	Williamson	☐	07	
Coleman	☐	2/3	Guadalupe	☐	08	Leon	☐	07	Refugio	☐	11	Wilson	☐	08	
Collin	☐	2/3	-H-			Liberty	☐	6/5S	Roberts	☐	01	Winkler	☐	9/10	
Collingsworth	☐	01	Hale	☐	01	Limestone	☐	07	Robertson	☐	07	Wise	☐	2/3	
Colorado	☐	6/5S	Hall	☐	01	Lipscomb	☐	01	Rockwall	☐	2/3	Wood	☐	4/5N	
Comal	☐	08	Hamilton	☐	07	Live Oak	☐	11	Runnels	☐	2/3	-Y-			
Comanche	☐	2/3	Hansford	☐	01	Llano	☐	07	Rusk	☐	4/5N	Yoakum	☐	01	
Concho	☐	9/10	Hardeman	☐	2/3	Loving	☐	9/10	-S-			Young	☐	2/3	
Cooke	☐	2/3	Hardin	☐	6/5S	Lubbock	☐	01	Sabine	☐	4/5N	-Z-			
Coryell	☐	07	Harris	☐	6/5S	Lynn	☐	01	San Augustine	☐	4/5N	Zapata	☐	11	
Cottle	☐	2/3	Harrison	☐	4/5N	-M-			San Jacinto	☐	4/5N	Zavala	☐	08	
Crane	☐	9/10	Hartley	☐	01	Madison	☐	07	San Patricio	☐	11				
Crockett	☐	9/10	Haskell	☐	2/3	Marion	☐	4/5N	San Saba	☐	07				

FORM A-2: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent: _____

This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted. ***Except as indicated, complete and include each form, and be sure to indicate page number.***

FORM	DESCRIPTION	Included	Page #	Not Applicable
	Section II – Attachment A : Required for All Respondents			
A-1	Face Page - completed, signed & dated	☐		
A-1:B	Title V Child Health & Child Dental Services, Texas Counties and Regions List behind A-1	☐		☐
A-1:C	Title V Prenatal Medical & Prenatal Dental Services, Texas Counties and Regions List behind A-1	☐		☐
A-2	Proposal Table of Contents and Checklist	☐		
A-3	Administrative Information - with supplemental documentation attached, if required	☐		
A-4	Exception Form	☐		
A-5	Historically Underutilized Business (HUB) Forms including Subcontracting Plan and Progress Report	☐		
A-6	Child Support Certification (non-profit and governmental entities exempt)	☐		☐
A-7	Clinic Sites - complete a separate form for each clinic site	☐		
A-8	Respondent Site Readiness	☐		
A-9	Title V Fee for Services Program Assurances	☐		
A-10	Respondent Background	☐		
A-11	Assessment Narrative	☐		
	Section II – Attachment B: Required for Child Health & Child Dental Services Respondents			
B-1	Contact Person Information	☐		☐
B-2	Service Delivery Plan	☐		☐
B-3	Ceiling Request and Performance Measures	☐		☐
	Section II – Attachment C: Required for Prenatal Medical & Prenatal Dental Services Respondents			
C-1	Contact Person Information	☐		☐
C-2	Service Delivery Plan	☐		☐
C-3	Ceiling Request and Performance Measures	☐		☐

FORM A-3: ADMINISTRATIVE INFORMATION

This form provides information regarding identification and contract history of the respondent, executive management, project management, governing board members, and/or principal officers. Respond to each request for information ***or provide the required supplemental document behind this form.*** *If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*

NOTE: Administrative Information may be used in screening and/or evaluating proposals.

Legal Business Name of Respondent: _____

Identifying Information

1. **The respondent must attach the following information:**

   If a Governmental Entity

   - Names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

   If a Nonprofit or For Profit Entity

   - Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members of the Board of Directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).
   - Full names (last, first, middle), and addresses for each partner, officer, and director as well as the full names and addresses for each person who owns five percent (5%) or more of the stock if respondent is a for-profit entity.

2. **Is respondent a nonprofit organization?**

   ☐ **YES** ☐ **NO**

   If YES, respondent must include evidence of its nonprofit status with the proposal. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.

   ☐ (a) A copy of a currently valid IRS exemption certificate.

   ☐ (b) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the respondent organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.

   ☐ (c) A copy of the organization's certificate of information or similar document if it clearly establishes the nonprofit status of the organization.

   ☐ (d) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the respondent organization is a local nonprofit affiliate.

FORM A-3: ADMINISTRATIVE INFORMATION continued

Conflict of Interest and Contract History

The respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts include an existing or potential business or personal relationship between the respondent, its principal, or any affiliate or subcontractor, with DSHS, the Health and Human Services Commission, or any other entity or person involved in any way in any project that is the subject of this RFP. Similarly, any existing or potential personal or business relationship between the respondent, the principals, or any affiliate or subcontractor, with any employee of DSHS, or the Health and Human Services Commission must be disclosed. Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by DSHS that a conflict of interest exists, the respondent may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specifications or the RFP on which the bid is based.

3. **Does anyone in the respondent organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFP?**

   ☐ **YES** ☐ **NO**

   If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

4. **Will any person who received compensation from DSHS or Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFP participate financially with respondent as a result of an award under this RFP?**

   ☐ **YES** ☐ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

5. **Will any provision of services or other performance under any contract that may result from this RFP constitute an actual or potential conflict of interest or create the appearance of impropriety?**

   ☐ **YES** ☐ **NO**

   If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

6. **Are any current or former employees of the respondent current or former employees of DSHS or HHSC (within the last 24 months)?**

   ☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

7. **Are any proposed personnel related to any current or former employees of DSHS or HHSC?**

   ☐ **YES** ☐ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

8 **Has any member of respondent's executive management, project management, governing board or principal officers been employed by DSHS or HHSC 24 months prior to the proposal due date?**

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

9. **If the respondent is a private nonprofit organization, does the executive director or other staff serve as voting members on the organizations governing board?**

☐ **YES** ☐ **NO**

10. **Is respondent or any member of respondent's executive management, project management, board members or principal officers:**
    - Delinquent on any state, federal or other debt;
    - Affiliated with an organization which is delinquent on any state, federal or other debt; or
    - In default on an agreed repayment schedule with any funding organization?

☐ **YES** ☐ **NO**

If YES, please explain. (Attach no more than one additional page.)

11. **Has the respondent had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?**

☐ **YES** ☐ **NO**

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

12. **Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?**

☐ **YES** ☐ **NO**

If YES, please explain. (Attach no more than one additional page.)

13. **Has respondent had a contract with DSHS within the past 24 months?**

☐ **YES** ☐ **NO**

If YES, list the DSHS contract and attachment number(s):

DSHS Contract Number(s)

If NO, respondent must be able to demonstrate fiscal solvency. *Submit a copy of the organization's most recently audited balance sheet, statement of income and expenses and accompanying financial footnotes. If an organization does not have audited financial statements, submit a copy of the organization's most recent IRS Form 990 and an explanation why an audited financial statement is not available. DSHS will review the documents that are submitted and may, at its sole discretion, reject the proposal on the grounds of the*

respondent's financial capability.

ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO FORM A-3, SHOULD BE INSERTED HERE.

FORM A-3-1: GOVERNMENTAL ENTITY
Authorized Officials
Legal Business
Name of _____

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____

FORM A-3-2: NONPROFIT OR FOR-PROFIT ENTITY
Board of Directors and Principal Officers
Legal Business Name of _____

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).In addition, if entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock.

Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):

FORM A-4: EXCEPTIONS FORM

FORM E: EXCEPTIONS FORM

RFP # CHS/TV-0554.1

This is the approved format for the respondent to: (1) state that no exceptions are being made to the requirements, terms, conditions, or certifications in the RFP or attachments, addendums, or revisions to the RFP or General Provisions, or (2) list all exceptions to any requirements, terms conditions, certifications or deliverables in the RFP or General Provisions.

Respondent must submit this form with their response.

Instructions:

- If no exceptions are being requested to any issue of the RFP, respondent must check the 'no exception' box below and leave the table blank.
- If exceptions are being requested, use the table below and fill in all columns for each exception.
- Ensure the RFP section number and page number or the number of the term or condition of the issue is stated.
- Ensure each exception is described fully or by reference to the exact location within the proposal and/or general provisions.
- Ensure it is stated whether the exception is part of a proposal deliverable with a clear citation to the deliverable.
- Provide an explanation of why the exception is being proposed, and any alternatives being proposed to the issue in the RFP.
- Add more table lines as necessary.
- If more space for explanations or alternatives is reasonably needed, list the exception on this form and reference the attached page(s) – Ensure each attached page clearly identifies the line item it refers to.
- Any alternatives may also be embedded in the proposal narrative as appropriate to make the narrative clear, but in the proposal narrative the exception must be noted with the line item number on this form.

☐ **If no exceptions are being requested, check this box and leave the table below blank**

FORM A-4: EXCEPTIONS FORM

RFP # *CHS/TV-0554.1*

TABLE OF EXCEPTIONS

Exception No.	RFP Section No. and Page No. or no. of term or condition in the general provisions to which exception is requested	Full description of exception requested or reference to exact location of full description if found elsewhere in proposal and/or general provisions.	State if the exception is part of a proposal deliverable with a clear citation to the deliverable	Explanation of why the exception is being proposed and any proposed alternatives to the issue
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

FORM A-5: HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
  - ☐ Section 1 – Respondent and Requisition Information
  - ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
  - ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
  - ☐ Section 2 c. – Yes
  - ☐ Section 4 – Affirmation
  - ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements",**
  complete:
  - ☐ Section 1 – Respondent and Requisition Information
  - ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
  - ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - ☐ Section 2 c. – No
  - ☐ Section 2 d. – Yes
  - ☐ Section 4 – Affirmation
  - ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
  - ☐ Section 1 – Respondent and Requisition Information
  - ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
  - ☐ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - ☐ Section 2 c. – No
  - ☐ Section 2 d. – No
  - ☐ Section 4 – Affirmation
  - ☐ GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:**
  - ☐ Section 1 – Respondent and Requisition Information
  - ☐ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
  - ☐ Section 3 – Self Performing Justification
  - ☐ Section 4 – Affirmation

Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

HUBSUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- *11.2 percent for heavy construction other than building contracts,*
- *21.1 percent for all building construction, including general contractors and operative builders contracts,*
- *32.7 percent for all special trade construction contracts,*
- *23.6 percent for professional services contracts,*
- *24.6 percent for all other services contracts, and*
- *21 percent for commodities contracts.*

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Please READ thoroughly when completing this HUB (HSP) Plan: you must: First, find the method that applies to you; see the HSP Quick Checklist to make this determination.

- If using Method B, you must comply with ALL sections of B3 and attach supporting documentation (e.g., notifications, emails, phone logs, etc.) with your bid response.
- If you are **awarded this contract**, you must notify all subcontractors of their selection as a subcontractor and provide a copy of the notification to the HUB Coordinator listed below within **10 days** of receiving the contract award. DSHS HUB Coordinator Contact: shawn.constancio@dshs.state.tx.us

This contract is classified as an **Other Services** contract under the CPA rule, and therefore has a Statewide Annual HUB utilization goal of **24.6%** per fiscal year. **RFP#**
Respondents may search for HUB subcontractors on the CPA Centralized Master Bidders List (CMBL), HUB Directory, which is located on the CPA website: http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, DSHS has identified the following class and item codes for potential subcontracting opportunities:

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No

c. RFP #: _____ Bid Open Date: _____

Enter your company's name here: RFP #:

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**Continuous Contract. Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ RFP #:

SECTION 2 SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

a. **This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b.** Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
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		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

*Continuous Contract. Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ RFP #:

SECTION 3 **SELF PERFORMING JUSTIFICATION (If you responded "*No*" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)**

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☐ - Yes (If *Yes*, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - No (If *No*, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 **AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at *http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls*).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)

REMINDER:

- If you responded "*Yes*" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "*No*" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.3

HSP Good Faith Effort - Method A (HUB Attachment A)

Enter your company's name here: _____ RFP #: _____

IMPORTANT: If you responded "*Yes*" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc***

SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** _____

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (HUB Attachment B)

Enter your company's name here: _____ RFP #:

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc**

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, to continue to SECTION B-4.)

☐ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at **http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at **http://www.window.state.tx.us/procurement//cmbl/cmblhub.html**. HUB Status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐Yes ☐No
			☐Yes ☐No
			☐Yes ☐No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at **http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/**

d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐Yes ☐No
		☐Yes ☐No

Enter your company's name here: _____ RFP #:

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A — Prime Contractor's Information

Company Name: _____ State _____

of Texas VID #: Point-of-Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

Section B — Contracting State Agency and Requisition Information

Agency Name: _____

Point-of-Contact: _____ Phone #: _____

Insert Title & RFP# _____ Bid Open Date: _____

Section C — Subcontracting Opportunity Response Due Date, Description, Requirements and Related Information

1. Potential Subcontractor's Bid Response Due Date:	**If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than** Select **Central Time on:** Date (mm/dd/yyyy) *In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.* *(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: - Not Applicable	
4. Bonding/Insurance Requirements: - Not Applicable	
5. Location to review plans/specifications: - Not Applicable	

TEXAS Department of State Health Services

FORM A-6: CHILD SUPPORT CERTIFICATION
(Required for all Respondents EXCEPT Non-profit and Governmental Entities)

Child Support Certification

The Texas Family Code, §231.006, VTCA places certain restrictions on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified below is not a governmental entity or a nonprofit corporation and certifies to the following:

1. The contractor is: (check one)

   ☐ An individual or sole proprietor, or

   ☐ A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

2. The contractor certifies the following is a complete list of the names and social security numbers of either (A) the individual or sole proprietor who is the contractor or (B) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity: (attach additional sheet if necessary).

   (A) Printed Name: _____
   Social Security Number: _____
   (B) Printed Name: _____
   Social Security Number: _____

3. Under the Texas Family Code, §231.006, VTCA the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

4. Printed Name of Contractor: _____
   Printed Name of Authorized Representative: _____
   Signing this Certification: _____
   Signature of Authorized Representative: _____
   Date: _____

FORM A-6: CHILD SUPPORT CERTIFICATION GUIDELINES

Form A-6 is required by Texas Family Code, §231.006, and is designed to certify that anyone applying for funds under this RFP is not a child support obligor (a person who is more than 30 days delinquent). This form is applicable to for-profit corporations, sole proprietors, individuals and partnerships. This form is NOT applicable to Governmental entities and non-profit corporations. These types of entities do not need to complete the form.

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent:	Clinic Site # __ of ___

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site):											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours					
	☐	V – Child Health	☐	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	☐	No							
Clinic Name to Appear on Website Locator:											
Contact Person:						Phone:					
Location of Site:						Fax:					
Street Address:											
City:		County:		Zip Code:		HSR:					
Pharmacy License #:		TPI #:		NPI#:							

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION		SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
		From	To		
MONDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
TUESDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
WEDNESDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
THURSDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
FRIDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
SATURDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
☐ Appointment scheduling on site	☐ Site does client intake and/or eligibility determination
☐ Child Health services provided on site	☐ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
☐ Enrolled as a Texas Health Steps Provider	☐ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: CLINIC SITE FORM INSTRUCTIONS

Complete a separate Clinic Site Form for each clinic site. Information provided on clinic site forms is used to update DSHS websites and public databases, therefore, each clinic form must contain current and accurate information.

Legal Name of Respondent	Respondent's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Service Area	List counties served by that specific clinic site, NOT all counties served by the whole project.
Funding Sources Used to Support this Clinic	From the sources listed, check all sources of funds used to support that specific clinic site.
Subcontractor Site	For each clinic site, indicate whether that particular site is subcontracted by the respondent to another entity for the provision of services.
Clinic Name to Appear on Website Locator	State the name of the clinic as it will appear on the DSHS website locator. (The name should be recognizable to clients.)
Contact Person	Name of contact person for that clinic site.
Phone	Phone number for the clinic.
Location of Site	Clinic location (e.g., Texas Medical Center/Smith Tower)
Fax	Fax number for the clinic.
Street Address	Physical address of clinic.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Pharmacy License #	Pharmacy license number for the clinic (if applicable); otherwise put N/A for Not Applicable.
TPI#	Texas Provider Identifier # for the clinic (if applicable), otherwise N/A.
NPI#	National Provider Identifier # for the clinic (if applicable), or N/A.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of each clinic site for each day of the week broken into morning (e.g., 8:00 a.m. – Noon), afternoon (e.g. 12:01 p.m. – 5:00 p.m.), and evening hours (e.g., 5:01 p.m. – 8:00 p.m.). Indicate days of the week when the clinic is closed (e.g. Tuesday – closed).
Services Provided/Clinic Type	List the type of services provided or type of clinic for each day of the week. For example, Monday = child health clinic, Wednesday = dental clinic, etc. **Legend** -CH-child health, CD-child dental, PM-prenatal medical, PD-prenatal dental.
# Monthly Clinics	List the total number of clinics each month by the day of the week, e.g., Monday = 4 clinics per month; Tuesday = 0 clinics per month, etc.
Total Hours/Month	List the total number of hours of operation per month for each clinic site (e.g., Clinic Site 1 = 128 hours per month; Clinic Site 2 = 160 hours per month, etc.)
Total # Clinics Per Month	List the total number of clinics held per month per clinic site (e.g., Clinic Site 1 = 16, Clinic Site 2 = 20, etc.)

PROGRAM SPECIFICS:

This section of the clinic site form includes questions related to specific DSHS programs. Check the appropriate boxes to indicate what specific services are provided at each clinic site. Services generally vary between clinic sites, so it is essential that accurate service information is reported by respondent in order for DSHS to appropriately monitor services provided. *Important: Any changes in clinic information must be reported in* ***writing*** *to the appropriate DSHS Contract Manager in a timely manner. Programmatic or operational changes must be made in accordance with requirements outlined in the DSHS General Provisions at http://www.dshs.state.tx.us/grants/gen-prov.shtm.*

FORM A-8: RESPONDENT SITE READINESS

Legal Business Name of Respondent: _____

Appropriate signage to identify funded entity.	☐	Y	☐	N
Space for clinical and administrative staff?	☐	Y	☐	N
Computer systems with following minimum functionality:				
• Internet Browser – minimum Internet Explorer (IE) 8 or newer	☐	Y	☐	N
• Microsoft Office – minimum Office 2007 Suite or newer	☐	Y	☐	N
• Email Client	☐	Y	☐	N
Locked storage for charts, records, medications and medical supplies	☐	Y	☐	N
Proper disposal for medical waste	☐	Y	☐	N
CLIA certification for level of tests performed	☐	Y	☐	N
Handicap-accessible clinic sites that are geographically close to target population	☐	Y	☐	N
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	☐	Y	☐	N
Appropriate use of interpreter services and language translation (including resources for both).	☐	Y	☐	N
Compliance with Americans with Disabilities Act (ADA) requirements	☐	Y	☐	N
Extended hours and weekend hours for delivery of services, as appropriate.	☐	Y	☐	N

FORM A-8: RESPONDENT SITE READINESS INSTRUCTIONS

Complete the Respondent Site Readiness Form per instructions below. Complete only one form to represent readiness for all clinic sites that will provide Title V services funded through this RFP.

RESPONDENT SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check if clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check if clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Computer systems with following minimum functionality:	This question determines whether responder has adequate computer functionality for clinic sites.
• Internet Browser (minimum IE 8)	Check if clinic computers have internet access (Yes/No).
• Microsoft office (minimum 2007 or newer)	Check if clinic computers have Office 2007 or newer (Yes/No).
• Email Client	Check if clinic computers have email access (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if respondent operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with Americans with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Extended hours and weekend hours for delivery of services, as appropriate.	Check if clinics offer extended hours (i.e., before 8 a.m. or after 5 p.m. on weekdays) and weekend hours that are appropriate for the clients served (Yes/No).

FORM A-9: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: _____

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Department of State Health Services (DSHS) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.

2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.

3. Return 100% of any generated program income to the Title V program that generated the funds.

4. Provide services regardless of client's inability to pay.

5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.

6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.

7. Provide DSHS with access to all data gathered or generated.

8. Agree to share data/information generated by the project, within constraints of confidentiality, with DSHS, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.

9. Grant DSHS rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.

10. Make available for DSHS review, all promotional materials/media to be disseminated in conjunction with this Title V project.

11. Comply with all applicable Title V policies, procedures, and regulations.

12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.

13. Establish orientation and in-service training plan for all project personnel for skills

development and/or continuing education based on an assessment of training needs.

14. Ensure that Title V services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.

15. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.

16. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps module entitled "Overview of Best Practices and Children's Services" within 90 days of contract execution, and that RNs hired after contract execution complete the module within 90 days of hire.

Authorized Signature **Date**

FORM A-10: RESPONDENT BACKGROUND

Legal Business Name of Respondent: _____

Respondent must provide a narrative description of its organization, staff, systems, and oversight structure (see RESPONDENT BACKGROUND GUIDELINES). Organizational charts, resumes/curriculum vitae, and job descriptions are to be placed following Form A-9 or at the end of the proposal and are not included in the page limit. A maximum of **two (2)** additional pages may be attached if needed for a total of three (3) pages.

FORM A-10: RESPONDENT BACKGROUND GUIDELINES

Respondent must provide a narrative description of its organization, staff, systems and oversight structure in response to the following items, numbering them as indicated:

1. Provide an executive summary describing the organization's vision, mission and values statements, along with a description of how the board of directors is involved in the operations of the organization.

2. Describe past experience(s) providing Child Health, Child Dental, Prenatal Medical, and/or Prenatal Dental services. (Respondent only needs to address the Title V funded service or services for which they are applying.)

3. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the organization.

4. Provide a current organization chart and the resumes/curriculum vitae for the CEO, CFO, Medical Director[1] licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), Dental Director[2] licensed to practice dentistry in Texas (including his/her State of Texas Dental License Number), and Clinical/Program Director. The organization chart must include the appropriate oversight structure (e.g., Board, City Council, County Commissioners, etc.), CEO, CFO, Medical Director, Dental Director and a staffing structure that will support service provision. On the chart, identify the staff who manages clinic operations.

5. Provide job descriptions for the following key employees, i.e., Medical Director[3], Dental Director[4], Clinical/Program Director, eligibility and billing staff, and clinicians.

1 Medical Director is for Child Health and/or Prenatal Medical
2 Dental Medical is for Child Dental and/or Prenatal Dental
3 Medical Director is for Child Health and/or Prenatal Medical
4 Dental Medical is for Child Dental and/or Prenatal Dental

FORM A-11: ASSESSMENT NARRATIVE

Legal Business Name of Respondent: _____

Respondent must provide a narrative description addressing each of the assessment items (see ASSESSMENT NARRATIVE GUIDELINES) associated with the services proposed in this proposal. A maximum of **four** (4) additional pages may be attached if needed for a total of five (5) pages).

FORM A-11: ASSESSMENT NARRATIVE GUIDELINES

Specifically address each of the assessment items listed below associated with the services proposed in this proposal, numbering them as indicated. Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form.

1. Provide brief synopsis of the community as a whole describing in general:
    a. Geographic boundaries (urban or rural, physical environment);
    b. General demographic data (age, gender, ethnicity, etc.);
    c. General socioeconomic data (per capita income, poverty levels, uninsured/underinsured, unemployment, occupational data, etc.); and
    d. General description of community-wide health status (e.g., low birth weight, obesity of children, adolescents and pregnant women, immunization rate, and morbidity/mortality statistics).

2. Describe the target population(s) including:
    a. Geographic service area;
    b. Characteristics of target population (including demographic and socioeconomic data specific to each population);
    c. Target population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
    d. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).

3. Describe gaps in resources and potential barriers to improving health status.

4. Describe any other characteristics of the population(s) you propose to serve or of the proposed service area(s) which make Title V support particularly important?

Section II
Attachment B

Title V Child Health & Child Dental Services Forms

To Be Completed by Child Health & Child Dental Services Respondents Only

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD HEALTH SERVICES

Legal Business Name of Respondent: _____

*This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the **Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Medical Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD DENTAL SERVICES

Legal Business Name of Respondent: _____

*This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the **Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-2 SERVICE DELIVERY PLAN FOR CHILD HEALTH AND CHILD DENTAL SERVICES

Legal Business Name of Respondent: _____

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

FORM B-2: SERVICE DELIVERY PLAN FOR CHILD HEALTH & CHILD DENTAL SERVICES
GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating policies and procedures manual. The service delivery plan must:

1. Summarize the proposed **child health and/or child dental** services. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe service delivery systems, workforce (attach organization chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe the process of assessing client risk factors associated with family violence, substance abuse, and mental health needs.

4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;
   - System utilized to identify and monitor adverse outcomes;

- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: _____

This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form B-3 Guidelines).

If you provide services in counties located in different DSHS regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.

FY14 PROJECTED Estimated Number of Unduplicated Clients		
HSR: ☐ 1 ☐ 2/3 ☐ 4/5N ☐ 6/5S ☐ 7 ☐ 8 ☐ 9/10 ☐ 11	Infants 0 - 11 months Children & Adolescents 1 – 21 years	
	Number of Clients	Total $ Amount for all services provided
Child Health (include costs for laboratory and case management)		$
Child Dental		$
GRAND TOTAL* Number of Clients and Dollars Requested		
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐ Yes ☐ No	Not currently a provider, but am interested in applying: ☐ Yes ☐ No

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES GUIDELINES

FORM B-3 must be used for Title V proposed child health and dental services only. The form reflects the estimated unduplicated number of the Title V child health and/or child dental eligible clients the respondent proposes to serve, and the total amount estimated to be billed to the Title V Child Health & Child Dental Services program. Complete a separate FORM B-3 for each Health Service Region in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Child Health, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Child Dental enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Child Health & Child Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM B-4: TITLE V CHILD HEALTH SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Health worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

FORM B-5: TITLE V CHILD DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Dental worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

Section II
Attachment C

Title V Prenatal Medical & Prenatal Dental Services Forms

To Be Completed by Prenatal Medical & Prenatal Dental Services Respondents Only

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL MEDICAL SERVICES

Legal Business Name of Respondent: _____

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Medical Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: _____

*This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the **Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: _____

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating and procedures manual. The service delivery plan must:

1. Summarize the proposed **prenatal medical and/or prenatal dental** services and how respondent will assist patient with the CHIP Perinatal Program application process. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe delivery systems, workforce (attach organizational chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe process of assessing risk factors associated with family violence, substance abuse and mental health needs.

4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract out any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;

- System utilized to identify and monitor adverse outcomes;
- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: _____

This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form C-3 Guidelines).

If you provide services in counties located in different DSHS regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.

FY14 PROJECTED
Estimated Number of Unduplicated Clients

HSR: ☐ 1 ☐ 2/3 ☐4/5N ☐6/5S ☐ 7 ☐ 8 ☐9/10 ☐ 11	Pregnant Women	
	Number of Clients	Total $ Amount for all services provided
Prenatal Medical (include costs for laboratory and case management)		$
Prenatal Dental		$
GRAND TOTAL* Number of Clients and Dollars Requested		
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐Yes ☐No	Not currently a provider, but am interested in applying: ☐Yes ☐No

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL SERVICES CEILING REQUEST AND PERFORMANCE MEASURES GUIDELINES

FORM C-3 must be used for Title V proposed prenatal medical and prenatal dental services only. The form reflects the estimated unduplicated number of Title V prenatal medical and/or prenatal dental eligible clients the respondent proposes to serve and the total amount estimated to be billed to the Title V Prenatal Medical Services program. Complete a separate FORM C-3 for each Health Service Region (HSR) in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Prenatal Medical services, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Prenatal Dental service enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Prenatal Medical & Prenatal Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM C-4: TITLE V PRENATAL MEDICAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Medical worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

FORM C-5: TITLE V PRENATAL DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Dental worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

TEXAS
Department of
State Health Services

Section III

APPENDICES

Title V Fee for Services Contracts
Child Health Services
Child Dental Services
Prenatal Medical Services
Prenatal Dental Services
Request for Proposal
Fiscal Year 2014

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: CHS/TV-0554.1
Issued **March 21, 2013**
Due **May 1, 2013**

DRAFT

APPENDIX A: DSHS ASSURANCES AND CERTIFICATIONS

Note: It is not required that the respondent return the DSHS Assurances and Certifications with the proposal. Some of these Assurances and Certifications may not be applicable to your project. If you have questions, contact the contact person named in this RFP. These assurances and certifications will remain in effect throughout the project period of this solicitation and the term of any contract between respondent and DSHS.

As the duly authorized representative of the respondent, my signature on FORM A: FACE PAGE certifies that the respondent:

1. Is a legal entity legally authorized and in good standing to do business with the State of Texas and has the legal authority to apply for state/federal assistance, and has the institutional, managerial and financial capability and systems (including funds sufficient to pay the non-state/federal share of project costs) to ensure proper planning, management and completion of the project described in this proposal; possesses legal authority to apply for funding; that a resolution, motion or similar action has been duly adopted or passed as an official act of the respondent's governing body, authorizing the filing of the proposal including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized representative of the respondent to act in connection with the proposal and to provide such additional information as may be required;

2. Under Government Code Section 2155.004, is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is incorrect. NOTE: Under Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specification of RFP on which the bid is based;

3. Has a financial system that identifies the source and application of DSHS funds and program income in a unique set of general ledger account numbers, permits preparation of reports required by the contract, permits the tracing of funds expended and program income, allows for the comparison of actual expenditures to budgeted amounts, and maintains accounting records that are supported by verifiable source documents;

4. Will give (and any parent, affiliate, or subsidiary organization, if such a relationship exists, will give) DSHS, HHSC Office of Inspector General, the Texas State Auditor, the Comptroller General of the United States, and if appropriate, the federal government, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

5. Will not supplant funds (i.e. use funds from a contract awarded as a result of this RFP to replace or substitute existing funding from other sources that also supports the activities that

are the subject of the contract), but rather will use funds from the contract to supplement any existing funds currently available for any such activities;

6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;

7. Will ensure that no officer, employee, or member of the respondent's governing body or of the respondent's contractor will vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree;

8. Has not given, offered to give, nor intends to give, at any time hereafter any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, or service to any employee or official of DSHS or HHSC , in connection with this solicitation or procurement; does not have nor will it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under any awarded contract that results from this RFP;

9. Will honor for 90 days after the proposal due date the technical and business terms contained in the proposal;

10. Will initiate the work after receipt of a fully executed contract and will complete it within the contract period;

11. Will not require a client with limited English proficiency to provide or pay for the services of a translator or interpreter;

12. Will identify and document on client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services;

13. Will make every effort to avoid use of any persons under the age of 18 or any family member or friend of a client as an interpreter for essential communications with clients who have limited English proficiency. However, a family member or friend may be used as an interpreter if this is requested by the client and the use of such a person would not compromise the effectiveness of services or violates the client's confidentiality, and the client is advised that a free interpreter is available;

14. Will comply with the Uniform Grant Management Act (UGMA), Texas Government Code, Chapter 783, as amended, and the current Uniform Grant Management Standards (UGMS), issued by the Governor's Budget and Planning Office, applicable Office of Management and Budget Federal Circulars, and if applicable the Federal awarding agency Common Rule and U.S. Department of Health and Human Services Grants Policy Statements, which apply as terms and conditions of any resulting contract. A copy of the UGMS manual and federal references are available upon request;

15. Will remain current in its payment of franchise tax or is exempt from payment of franchise taxes, if applicable;

16. Will comply, if applicable, with Texas Family Code, § 231.006, regarding Child Support, and

certifies that it is not ineligible to receive payment if awarded a contract, and acknowledges that any resulting contract may be terminated and payment may be withheld if this certification is inaccurate;

17. Will comply with the non-discriminatory requirements of Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age;

18. Will not charge a fee or profit. A profit and/or fee are considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance project;

19. Will comply with all applicable requirements of all other state/federal laws, executive orders, regulations, and policies governing this program;

20. In accordance with 2 CFR Part 376 and 180 (parts A-I), as the primary participant, and any of the primary participant's principals (collectively, participants):
    A. are not presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions by any federal department or agency;
    B. have not within a 3-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 private or public (federal, state, or local) transaction or contract under a private or public transaction; violation of federal or state antitrust statutes (including those proscribing price fixing between competitors, allocation of customers between competitors and bid rigging) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the participant's present responsibility;
    C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification;
    D. have not within a 3-year period preceding this proposal/proposal had one or more public transactions (federal, state, or local) terminated for cause or default; and
    E. has not (nor has its representative nor any person acting for the representative) (1) violated the antitrust laws codified by Chapter 15, Texas Business & Commercial Code , or the federal antitrust laws; or (2) directly or indirectly communicated the bid to a competitor or other person engaged in the same line of business.

    Should the respondent not be able to provide this certification (by signing the FACE PAGE Form), an explanation should be placed after this form in the proposal response;

    The respondent agrees by submitting this proposal that the respondent will include, without modification, the certifications in subparagraphs A through E of this paragraph in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions;

21. Will comply with Title 31, USC §1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," which generally prohibits recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the executive or legislative branches of the federal government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (non-appropriated) funds. These requirements apply to grants and

cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93):

A. 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 any 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;

B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agent, 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 respondent must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," (SF-LLL) in accordance with its instructions. SF-LLL and continuation sheet are available upon request from the Department of State Health Services; and

C. The language of this certification must 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 subrecipients must certify and disclose accordingly;

This certification is a material representation of fact upon 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 31 USC §1352. Any person who fails to file the required certification must be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure;

22. Is in good standing with the Internal Revenue Service on any debt owed;

23. Affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication or been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime;

24. Is in good standing with all state and/or federal departments or agencies that have a contracting relationship with the respondent;

25. Will comply with all statutes and standards of general applicability. It is Respondent's responsibility to review and comply with all applicable statutes, rules, regulations, executive orders and policies. Respondent will carry out the terms of this Contract in a manner that is in compliance with the provisions set forth below. To the extent such provisions are applicable to respondent, respondent will comply with the following:

a) The following statutes, rules, regulations and DSHS policies, and any of their subsequent amendments that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief, or religion: 1) Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 U.S.C.A. §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 794(a); 4) the Americans with Disabilities Act of 1990, 42 U.S.C.A. §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 U.S.C.A. §§ 6101-6107: 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C.A. § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91 or CFR Part 15; 8) TEX. LAB. CODE. ch. 21; 9) Food Stamp Act of 1977 (7 USC

§200 et seq); 10) US Department of Labor, Equal Opportunity E.O. 11246, as amended and supplemented; 11) Executive Order 13279 and 45 CFR Part 87 or 7 CFR Part 16 (regarding equal treatment and opportunity for religious organizations; 12) DSHS Policy AA-5018, Non-discrimination Policies and Procedures for DSHS Programs; and13) any other nondiscrimination provision in specific statutes under which application for federal or state assistance is being made, which prohibits exclusion from or limitation of participation in programs, benefits, or activities, or denial of any aid, care, service or other benefit;

b) Drug Abuse Office and Treatment Act of 1972, 21 U.S.C.A. §§ 1101 et seq., relating to drug abuse;
c) Public Health Service Act of 1912, §§ 523 and 527, 42 U.S.C.A. § 290dd-2, and 42 C.F.R. pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
d) Title VIII of the Civil Rights Act of 1968, 42 U.S.C.A. §§ 3601 et seq., relating to nondiscrimination in housing;
e) Immigration Reform and Control Act of 1986, 8 U.S.C.A. § 1324a, regarding employment verification;
f) Pro-Children Act of 1994, 20 U.S.C.A. §§ 6081-6084, regarding the non-use of all tobacco products;
g) National Research Service Award Act of 1971, 42 U.S.C.A. §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding human subjects involved in research;
h) Hatch Political Activity Act, 5 U.S.C.A. §§ 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
i) Fair Labor Standards Act, 29 U.S.C.A. §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 U.S.C.A. §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
J) TEX. GOV'T CODE ch. 469 (Supp. 2004), pertaining to eliminating architectural barriers for persons with disabilities;
k) Texas Workers' Compensation Act, TEX. LABOR CODE, chs. 401-406 28 TEX. ADMIN. CODE pt. 2, regarding compensation for employees' injuries;
l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code ch. 96 regarding safety standards for handling blood borne pathogens;
n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
o) Environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq; 6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§ 7401 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting certain rivers

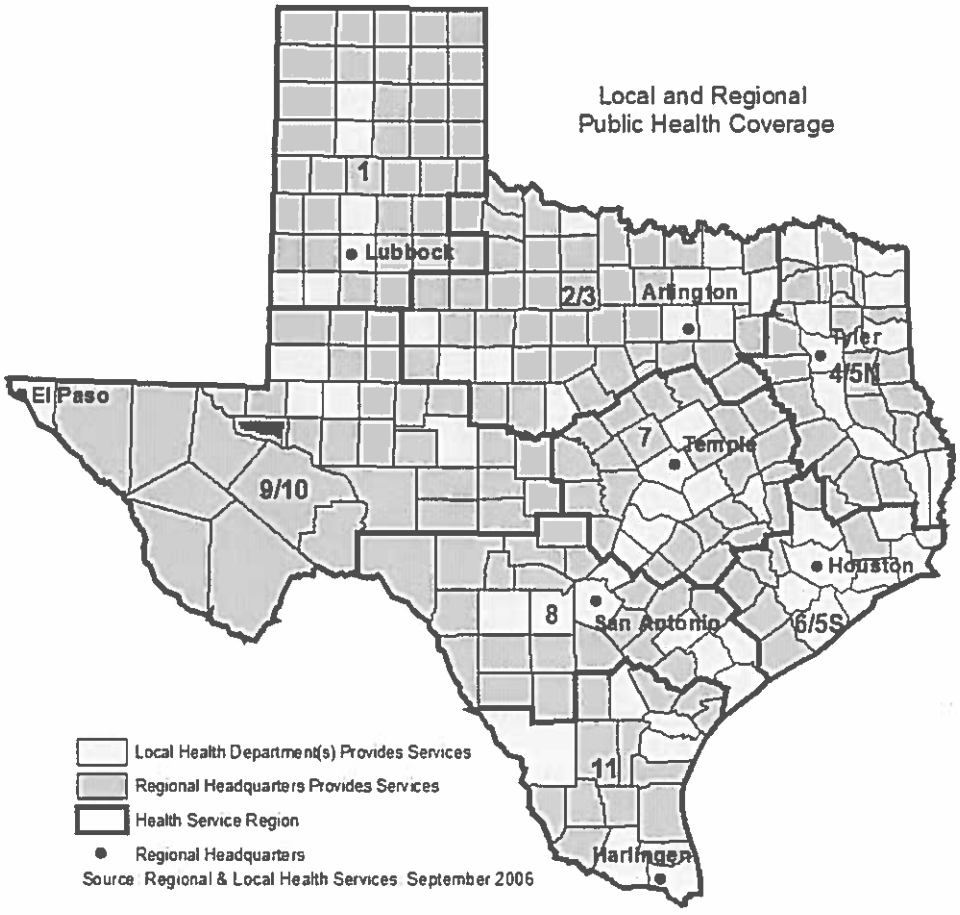
system; and 11) Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763 regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 C.F.R. Part 900, Subpart F);
q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
r) Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements;
s) Assist DSHS in complying the National Historic Preservation Act of 1966, §106 (16 U.S.C. § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.) regarding historic property;
t) Financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations; "and
u) requirements of any other applicable state and federal statutes, executive orders, regulations, rules, and policies.

If this contract is funded by a grant, additional state or federal requirements found in the Notice of Grant Award may be imposed on respondent;

26. Under §§2155.006 and 2261.053, Government Code, is not ineligible to receive a contract under this RFP and acknowledges that any contract may be terminated and payment withheld if this certification is inaccurate. Sections 2155.006 and 2261.053 relate to violations of federal law in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or certain other disasters;

27. Affirms that the statements in these assurances and certifications are true, accurate, and complete (to the best of respondent's and its authorized representative's knowledge and belief), and agrees to comply with the DSHS terms and conditions if an award is issued as a result of this proposal. Willful provision of false information is a criminal offense. Any person making any false, fictitious, or fraudulent statement may, in addition to other remedies available, be subject to civil penalties.

APPENDIX B
DSHS MAP OF HEALTH SERVICE REGIONS



APPENDIX C: GENERAL PROVISIONS

The Subrecipient General Provisions can be found at the following link:
http://www.dshs.state.tx.us/grants/gen-prov.shtm.

DRAFT

Attachment F - Grantee's Response to Solicitation No. CHS/TV 0554.1

TEXAS Department of State Health Services

Department of State Health Services

FORM A-1: FACE PAGE

Proposal for Financial Assistance – RFP # CHS/TV-0554.1

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION

1) LEGAL BUSINESS NAME:	Hidalgo County
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):	Check if address change ☐
	1304 S. 25th Ave. Edinburg, Hidalgo, Tx 78542
3) PAYEE Name and Mailing Address (if different from above):	Check if address change ☐
	Norma Garcia, County Treasure 2810 S. Business 281, Edinburg, Hidalgo, Tx 78539
4) Federal Tax ID No. (9 digit), State of Texas Comptroller Vendor ID No. (14 digit) or Social Security Number (9 digit) : DUNS Number	746000717 10-311-0834

**The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.*

5) Medicaid Provider Number:	1932146836	OR	Date Medicaid Application Submitted & TMHP Ticket #:

6) TYPE OF ENTITY (check all that apply):

☐ City	☐ Nonprofit Organization*	☐ Individual	
X County	☐ For Profit Organization*	☐ FQHC	
☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning	
☐ State Agency	☐ Community-Based Organization	☐ Hospital	
☐ Indian Tribe	☐ Minority Organization	☐ Private	
	☐ Faith Based (Nonprofit Org)	☐ Other (specify):	

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD:	Start Date:	9/1/13	End Date:	8/31/14	

8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).

9) AMOUNT OF FUNDING REQUESTED	V-CH & CD: $ 34,833.00		
	V-PM & PD $ 165,909.00	11) PROJECT CONTACT PERSON	
10) PROJECTED EXPENDITURES	$ 2,384,582.00	Name:	Eduardo Olivarez
		Phone:	956-383-6221
		Fax:	956-383-3229
		E-mail:	eddie.olivarez@hchd.org

Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? **

Yes X No ☐

***Projected expenditures should include funding for all activities including 'pass through' federal funds from all state agencies and non project-related DSHS funds.*

12) FINANCIAL OFFICER

Name:	Raymundo Eufracio
Phone:	956-318-2511
Fax:	956-318-2577
E-mail:	ray.eufracio@auditor.co.hidalgo.tx.us

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications.** I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE	Check if change ☐	14) SIGNATURE OF AUTHORIZED REPRESENTATIVE
Name:	Ramon Garcia	Ramon Garcia
Title:	County Judge	15) DATE
Phone:	956-318-2600	4/2/13
Fax:	956-318-2699	
E-mail:	ramon.garcia@hidalgo.tx.us	

APPROVED BY COMMISSIONERS' COURT
ON: 4/2/13

FORM A-1: B Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent: Hidalgo County

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐	4/5N	Culberson	☐	9/10	Hemphill	☐	01	Mason	☐	9/10	Scurry	☐	2/3	
Andrews	☐	9/10	-D-			Henderson	☐	4/5N	Matagorda	☐	6/5S	Shackelford	☐	2/3	
Angelina	☐	4/5N	Dallam	☐	01	Hidalgo	√	11	Maverick	☐	08	Shelby	☐	4/5N	
Aransas	☐	11	Dallas	☐	2/3	Hill	☐	07	McCulloch	☐	9/10	Sherman	☐	01	
Archer	☐	2/3	Dawson	☐	9/10	Hockley	☐	01	McLennan	☐	07	Smith	☐	4/5N	
Armstrong	☐	01	Deaf Smith	☐	01	Hood	☐	2/3	McMullen	☐	11	Somervell	☐	2/3	
Atascosa	☐	08	Delta	☐	4/5N	Hopkins	☐	4/5N	Medina	☐	08	Starr	☐	11	
Austin	☐	6/5S	Denton	☐	2/3	Houston	☐	4/5N	Menard	☐	9/10	Stephens	☐	2/3	
-B-			DeWitt	☐	08	Howard	☐	9/10	Midland	☐	9/10	Sterling	☐	09	
Bailey	☐	01	Dickens	☐	01	Hudspeth	☐	9/10	Milam	☐	07	Stonewall	☐	2/3	
Bandera	☐	08	Dimmit	☐	08	Hunt	☐	2/3	Mills	☐	07	Sutton	☐	9/10	
Bastrop	☐	07	Donley	☐	01	Hutchinson	☐	01	Mitchell	☐	2/3	Swisher	☐	01	
Baylor	☐	2/3	Duval	☐	11	-I-			Montague	☐	2/3	-T-			
Bee	☐	11	-E-			Irion	☐	9/10	Montgomery	☐	6/5S	Tarrant	☐	2/3	
Bell	☐	07	Eastland	☐	2/3	-J-			Moore	☐	01	Taylor	☐	2/3	
Bexar	☐	08	Ector	☐	9/10	Jack	☐	2/3	Morris	☐	4/5N	Terrell	☐	9/10	
Blanco	☐	07	Edwards	☐	08	Jackson	☐	08	Motley	☐	01	Terry	☐	01	
Borden	☐	9/10	Ellis	☐	2/3	Jasper	☐	4/5N	-N-			Throckmorton	☐	2/3	
Bosque	☐	07	El Paso	☐	9/10	Jeff Davis	☐	9/10	Nacogdoches	☐	4/5N	Titus	☐	4/5N	
Bowie	☐	4/5N	Erath	☐	2/3	Jefferson	☐	6/5S	Navarro	☐	2/3	Tom Green	☐	9/10	
Brazoria	☐	6/5S	-F-			Jim Hogg	☐	11	Newton	☐	4/5N	Travis	☐	07	
Brazos	☐	07	Falls	☐	07	Jim Wells	☐	11	Nolan	☐	2/3	Trinity	☐	4/5N	
Brewster	☐	9/10	Fannin	☐	2/3	Johnson	☐	2/3	Nueces	☐	11	Tyler	☐	4/5N	
Briscoe	☐	01	Fayette	☐	07	Jones	☐	2/3	-O-			-U-			
Brooks	☐	11	Fisher	☐	2/3	-K-			Ochiltree	☐	01	Upshur	☐	4/5N	
Brown	☐	2/3	Floyd	☐	01	Karnes	☐	08	Oldham	☐	01	Upton	☐	9/10	
Burleson	☐	07	Foard	☐	2/3	Kaufman	☐	2/3	Orange	☐	6/5S	Uvalde	☐	08	
Burnet	☐	07	Fort Bend	☐	6/5S	Kendall	☐	08	-P-			-V-			
-C-			Franklin	☐	4/5N	Kenedy	☐	11	Palo Pinto	☐	2/3	Val Verde	☐	08	
Caldwell	☐	07	Freestone	☐	07	Kent	☐	2/3	Panola	☐	4/5N	Van Zandt	☐	4/5N	
Calhoun	☐	08	Frio	☐	08	Kerr	☐	08	Parker	☐	2/3	Victoria	☐	08	
Callahan	☐	2/3	-G-			Kimble	☐	9/10	Parmer	☐	01	-W-			
Cameron	☐	11	Gaines	☐	9/10	King	☐	01	Pecos	☐	9/10	Walker	☐	6/5S	
Camp	☐	4/5N	Galveston	☐	6/5S	Kinney	☐	08	Polk	☐	4/5N	Waller	☐	6/5S	
Carson	☐	01	Garza	☐	01	Kleberg	☐	11	Potter	☐	01	Ward	☐	9/10	
Cass	☐	4/5N	Gillespie	☐	08	Knox	☐	2/3	Presidio	☐	9/10	Washington	☐	07	
Castro	☐	01	Glasscock	☐	9/10	-L-			-R-			Webb	☐	11	
Chambers	☐	6/5S	Goliad	☐	08	Lamar	☐	4/5N	Rains	☐	4/5N	Wharton	☐	6/5S	
Cherokee	☐	4/5N	Gonzales	☐	08	Lamb	☐	01	Randall	☐	01	Wheeler	☐	01	
Childress	☐	01	Gray	☐	01	Lampasas	☐	07	Reagan	☐	9/10	Wichita	☐	2/3	
Clay	☐	2/3	Grayson	☐	2/3	La Salle	☐	08	Real	☐	08	Wilbarger	☐	2/3	
Cochran	☐	01	Gregg	☐	4/5N	Lavaca	☐	08	Red River	☐	4/5N	Willacy	☐	11	
Coke	☐	9/10	Grimes	☐	07	Lee	☐	07	Reeves	☐	9/10	Williamson	☐	07	
Coleman	☐	2/3	Guadalupe	☐	08	Leon	☐	07	Refugio	☐	11	Wilson	☐	08	
Collin	☐	2/3	-H-			Liberty	☐	6/5S	Roberts	☐	01	Winkler	☐	9/10	
Collingsworth	☐	01	Hale	☐	01	Limestone	☐	07	Robertson	☐	07	Wise	☐	2/3	
Colorado	☐	6/5S	Hall	☐	01	Lipscomb	☐	01	Rockwall	☐	2/3	Wood	☐	4/5N	
Comal	☐	08	Hamilton	☐	07	Live Oak	☐	11	Runnels	☐	2/3	-Y-			
Comanche	☐	2/3	Hansford	☐	01	Llano	☐	07	Rusk	☐	4/5N	Yoakum	☐	01	
Concho	☐	9/10	Hardeman	☐	2/3	Loving	☐	9/10	-S-			Young	☐	2/3	
Cooke	☐	2/3	Hardin	☐	6/5S	Lubbock	☐	01	Sabine	☐	4/5N	-Z-			
Coryell	☐	07	Harris	☐	6/5S	Lynn	☐	01	San Augustine	☐	4/5N	Zapata	☐	11	
Cottle	☐	2/3	Harrison	☐	4/5N	-M-			San Jacinto	☐	4/5N	Zavala	☐	08	
Crane	☐	9/10	Hartley	☐	01	Madison	☐	07	San Patricio	☐	11				
Crockett	☐	9/10	Haskell	☐	2/3	Marion	☐	4/5N	San Saba	☐	07				

FORM A-1: C Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent: Hidalgo County

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐ 4/5N	Culberson	☐ 9/10	Hemphill	☐ 01	Mason	☐ 9/10	Scurry	☐ 2/3		
Andrews	☐ 9/10	-D-		Henderson	☐ 4/5N	Matagorda	☐ 6/5S	Shackelford	☐ 2/3		
Angelina	☐ 4/5N	Dallam	☐ 01	Hidalgo	√ 11	Maverick	☐ 08	Shelby	☐ 4/5N		
Aransas	☐ 11	Dallas	☐ 2/3	Hill	☐ 07	McCulloch	☐ 9/10	Sherman	☐ 01		
Archer	☐ 2/3	Dawson	☐ 9/10	Hockley	☐ 01	McLennan	☐ 07	Smith	☐ 4/5N		
Armstrong	☐ 01	Deaf Smith	☐ 01	Hood	☐ 2/3	McMullen	☐ 11	Somervell	☐ 2/3		
Atascosa	☐ 08	Delta	☐ 4/5N	Hopkins	☐ 4/5N	Medina	☐ 08	Starr	☐ 11		
Austin	☐ 6/5S	Denton	☐ 2/3	Houston	☐ 4/5N	Menard	☐ 9/10	Stephens	☐ 2/3		
-B-		DeWitt	☐ 08	Howard	☐ 9/10	Midland	☐ 9/10	Sterling	☐ 09		
Bailey	☐ 01	Dickens	☐ 01	Hudspeth	☐ 9/10	Milam	☐ 07	Stonewall	☐ 2/3		
Bandera	☐ 08	Dimmit	☐ 08	Hunt	☐ 2/3	Mills	☐ 07	Sutton	☐ 9/10		
Bastrop	☐ 07	Donley	☐ 01	Hutchinson	☐ 01	Mitchell	☐ 2/3	Swisher	☐ 01		
Baylor	☐ 2/3	Duval	☐ 11	-I-		Montague	☐ 2/3	-T-			
Bee	☐ 11	-E-		Irion	☐ 9/10	Montgomery	☐ 6/5S	Tarrant	☐ 2/3		
Bell	☐ 07	Eastland	☐ 2/3	-J-		Moore	☐ 01	Taylor	☐ 2/3		
Bexar	☐ 08	Ector	☐ 9/10	Jack	☐ 2/3	Morris	☐ 4/5N	Terrell	☐ 9/10		
Blanco	☐ 07	Edwards	☐ 08	Jackson	☐ 08	Motley	☐ 01	Terry	☐ 01		
Borden	☐ 9/10	Ellis	☐ 2/3	Jasper	☐ 4/5N	-N-		Throckmorton	☐ 2/3		
Bosque	☐ 07	El Paso	☐ 9/10	Jeff Davis	☐ 9/10	Nacogdoches	☐ 4/5N	Titus	☐ 4/5N		
Bowie	☐ 4/5N	Erath	☐ 2/3	Jefferson	☐ 6/5S	Navarro	☐ 2/3	Tom Green	☐ 9/10		
Brazoria	☐ 6/5S	-F-		Jim Hogg	☐ 11	Newton	☐ 4/5N	Travis	☐ 07		
Brazos	☐ 07	Falls	☐ 07	Jim Wells	☐ 11	Nolan	☐ 2/3	Trinity	☐ 4/5N		
Brewster	☐ 9/10	Fannin	☐ 2/3	Johnson	☐ 2/3	Nueces	☐ 11	Tyler	☐ 4/5N		
Briscoe	☐ 01	Fayette	☐ 07	Jones	☐ 2/3	-O-		-U-			
Brooks	☐ 11	Fisher	☐ 2/3	-K-		Ochiltree	☐ 01	Upshur	☐ 4/5N		
Brown	☐ 2/3	Floyd	☐ 01	Karnes	☐ 08	Oldham	☐ 01	Upton	☐ 9/10		
Burleson	☐ 07	Foard	☐ 2/3	Kaufman	☐ 2/3	Orange	☐ 6/5S	Uvalde	☐ 08		
Burnet	☐ 07	Fort Bend	☐ 6/5S	Kendall	☐ 08	-P-		-V-			
-C-		Franklin	☐ 4/5N	Kenedy	☐ 11	Palo Pinto	☐ 2/3	Val Verde	☐ 08		
Caldwell	☐ 07	Freestone	☐ 07	Kent	☐ 2/3	Panola	☐ 4/5N	Van Zandt	☐ 4/5N		
Calhoun	☐ 08	Frio	☐ 08	Kerr	☐ 08	Parker	☐ 2/3	Victoria	☐ 08		
Callahan	☐ 2/3	-G-		Kimble	☐ 9/10	Parmer	☐ 01	-W-			
Cameron	☐ 11	Gaines	☐ 9/10	King	☐ 01	Pecos	☐ 9/10	Walker	☐ 6/5S		
Camp	☐ 4/5N	Galveston	☐ 6/5S	Kinney	☐ 08	Polk	☐ 4/5N	Waller	☐ 6/5S		
Carson	☐ 01	Garza	☐ 01	Kleberg	☐ 11	Potter	☐ 01	Ward	☐ 9/10		
Cass	☐ 4/5N	Gillespie	☐ 08	Knox	☐ 2/3	Presidio	☐ 9/10	Washington	☐ 07		
Castro	☐ 01	Glasscock	☐ 9/10	-L-		-R-		Webb	☐ 11		
Chambers	☐ 6/5S	Goliad	☐ 08	Lamar	☐ 4/5N	Rains	☐ 4/5N	Wharton	☐ 6/5S		
Cherokee	☐ 4/5N	Gonzales	☐ 08	Lamb	☐ 01	Randall	☐ 01	Wheeler	☐ 01		
Childress	☐ 01	Gray	☐ 01	Lampasas	☐ 07	Reagan	☐ 9/10	Wichita	☐ 2/3		
Clay	☐ 2/3	Grayson	☐ 2/3	La Salle	☐ 08	Real	☐ 08	Wilbarger	☐ 2/3		
Cochran	☐ 01	Gregg	☐ 4/5N	Lavaca	☐ 08	Red River	☐ 4/5N	Willacy	☐ 11		
Coke	☐ 9/10	Grimes	☐ 07	Lee	☐ 07	Reeves	☐ 9/10	Williamson	☐ 07		
Coleman	☐ 2/3	Guadalupe	☐ 08	Leon	☐ 07	Refugio	☐ 11	Wilson	☐ 08		
Collin	☐ 2/3	-H-		Liberty	☐ 6/5S	Roberts	☐ 01	Winkler	☐ 9/10		
Collingsworth	☐ 01	Hale	☐ 01	Limestone	☐ 07	Robertson	☐ 07	Wise	☐ 2/3		
Colorado	☐ 6/5S	Hall	☐ 01	Lipscomb	☐ 01	Rockwall	☐ 2/3	Wood	☐ 4/5N		
Comal	☐ 08	Hamilton	☐ 07	Live Oak	☐ 11	Runnels	☐ 2/3	-Y-			
Comanche	☐ 2/3	Hansford	☐ 01	Llano	☐ 07	Rusk	☐ 4/5N	Yoakum	☐ 01		
Concho	☐ 9/10	Hardeman	☐ 2/3	Loving	☐ 9/10	-S-		Young	☐ 2/3		
Cooke	☐ 2/3	Hardin	☐ 6/5S	Lubbock	☐ 01	Sabine	☐ 4/5N	-Z-			
Coryell	☐ 07	Harris	☐ 6/5S	Lynn	☐ 01	San Augustine	☐ 4/5N	Zapata	☐ 11		
Cottle	☐ 2/3	Harrison	☐ 4/5N	-M-		San Jacinto	☐ 4/5N	Zavala	☐ 08		
Crane	☐ 9/10	Hartley	☐ 01	Madison	☐ 07	San Patricio	☐ 11				
Crockett	☐ 9/10	Haskell	☐ 2/3	Marion	☐ 4/5N	San Saba	☐ 07				

FORM A-2: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent: Hidalgo County

This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted. ***Except as indicated, complete and include each form, and be sure to indicate page number.***

FORM	DESCRIPTION	Included	Page #	Not Applicable
	Section II – Attachment A : Required for All Respondents			
A-1	Face Page - completed, signed & dated	√		
A-1:B	Title V Child Health & Child Dental Services, Texas Counties and Regions List behind A-1	√		☐
A-1:C	Title V Prenatal Medical & Prenatal Dental Services, Texas Counties and Regions List behind A-1	√		☐
A-2	Proposal Table of Contents and Checklist	√		
A-3	Administrative Information - with supplemental documentation attached, if required	√		
A-4	Exception Form	√		
A-5	Historically Underutilized Business (HUB) Forms including Subcontracting Plan and Progress Report			√
A-6	Child Support Certification (non-profit and governmental entities exempt)			√
A-7	Clinic Sites - complete a separate form for each clinic site	√		
A-8	Respondent Site Readiness	√		
A-9	Title V Fee for Services Program Assurances	√		
A-10	Respondent Background	√		
A-11	Assessment Narrative	√		
	Section II – Attachment B: Required for Child Health & Child Dental Services Respondents			
B-1	Contact Person Information	√		☐
B-2	Service Delivery Plan	√		☐
B-3	Ceiling Request and Performance Measures	√		☐
	Section II – Attachment C: Required for Prenatal Medical & Prenatal Dental Services Respondents			
C-1	Contact Person Information	√		☐
C-2	Service Delivery Plan	√		☐
C-3	Ceiling Request and Performance Measures	√		☐

FORM A-3: ADMINISTRATIVE INFORMATION

This form provides information regarding identification and contract history of the respondent, executive management, project management, governing board members, and/or principal officers. Respond to each request for information or provide the required supplemental document behind this form. If responses require multiple pages, identify the supporting pages/documentation with the applicable request.

NOTE: Administrative Information may be used in screening and/or evaluating proposals.

Legal Business Name of Respondent: Hidalgo County

Identifying Information

1. **The respondent must attach the following information:**

   If a Governmental Entity

   - Ramon Garcia, Hidalgo County Judge 302 W. University Drive Edinburg, Texas 78539

   If a Nonprofit or For Profit Entity

   - Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members of the Board of Directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).
   - Full names (last, first, middle), and addresses for each partner, officer, and director as well as the full names and addresses for each person who owns five percent (5%) or more of the stock if respondent is a for-profit entity.

2. **Is respondent a nonprofit organization?**

   ☐ **YES** X **NO**

   If YES, respondent must include evidence of its nonprofit status with the proposal. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.

   ☐ (a) A copy of a currently valid IRS exemption certificate.

   ☐ (b) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the respondent organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.

   ☐ (c) A copy of the organization's certificate of information or similar document if it clearly establishes the nonprofit status of the organization.

   ☐ (d) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the respondent organization is a local nonprofit affiliate.

FORM A-3: ADMINISTRATIVE INFORMATION continued

Conflict of Interest and Contract History

The respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts include an existing or potential business or personal relationship between the respondent, its principal, or any affiliate or subcontractor, with DSHS, the Health and Human Services Commission, or any other entity or person involved in any way in any project that is the subject of this RFP. Similarly, any existing or potential personal or business relationship between the respondent, the principals, or any affiliate or subcontractor, with any employee of DSHS, or the Health and Human Services Commission must be disclosed. Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by DSHS that a conflict of interest exists, the respondent may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specifications or the RFP on which the bid is based.

3. **Does anyone in the respondent organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFP?**

   ☐ **YES** √ **NO**

   If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

4. **Will any person who received compensation from DSHS or Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFP participate financially with respondent as a result of an award under this RFP?**

   ☐ **YES** √ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

5. **Will any provision of services or other performance under any contract that may result from this RFP constitute an actual or potential conflict of interest or create the appearance of impropriety?**

   ☐ **YES** √ **NO**

   If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

6. **Are any current or former employees of the respondent current or former employees of DSHS or HHSC (within the last 24 months)?**

   ☐ **YES** √ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

7. **Are any proposed personnel related to any current or former employees of DSHS or HHSC?**

   ☐ **YES** √ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

8 **Has any member of respondent's executive management, project management, governing board or principal officers been employed by DSHS or HHSC 24 months prior to the proposal due date?**

☐ YES X NO

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

9. **If the respondent is a private nonprofit organization, does the executive director or other staff serve as voting members on the organizations governing board?**

☐ YES √ NO

10. **Is respondent or any member of respondent's executive management, project management, board members or principal officers:**
- Delinquent on any state, federal or other debt;
- Affiliated with an organization which is delinquent on any state, federal or other debt, or
- In default on an agreed repayment schedule with any funding organization?

☐ YES √ NO

If YES, please explain. (Attach no more than one additional page.)

11. **Has the respondent had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?**

☐ YES √ NO

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

12. **Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?**

☐ YES √ NO

If YES, please explain. (Attach no more than one additional page.)

13. **Has respondent had a contract with DSHS within the past 24 months?**

X YES ☐ NO

If YES, list the DSHS contract and attachment number(s):

DSHS Contract Number(s)	
2013-041204-001	2013-041204-005
2013-041204-002	2013-041204-006
2013-041204-003	2013-042404-001
2013-041204-004	2013-042399-001

If NO, respondent must be able to demonstrate fiscal solvency. *Submit a copy of the organization's most recently audited balance sheet, statement of income and expenses and accompanying financial footnotes. If an organization does not have audited financial statements, submit a copy of the organization's most recent IRS Form 990 and an explanation why an audited financial statement is not available. DSHS will review the*

documents that are submitted and may, at its sole discretion, reject the proposal on the grounds of the respondent's financial capability.

ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO FORM A-3, SHOULD BE INSERTED HERE.

FORM A-3-1: GOVERNMENTAL ENTITY
Authorized Officials
Legal Business
Name of Hidalgo County

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

Name:	Eduardo Olivarez		Mailing Address (incl. street, city, county, state, & zip):
Title:	Chief Administrative Officer		1304 S. 25th Ave.
Phone:	956-383-6221	Ext. 223	Edinburg, Hidalgo, Tx 78542
Fax:	956-383-3229		
Email:	eddie.olivarez@hchd.org		
Name:	Ivan Melendez		Mailing Address (incl. street, city, county, state, & zip):
Title:	Chief Physician		1304 S. 25th Ave.
Phone:	956-383-6221	Ext. 235	Edinburg, Hidalgo, Tx 78542
Fax:	956-383-8864		
Email:			
Name:	Lydia Serna		Mailing Address (incl. street, city, county, state, & zip):
Title:	Director of Nursing		1304 S. 25th Ave.
Phone:	956-383-6221	Ext.235	Edinburg, Hidalgo, Tx 78542
Fax:	956-383-8864		
Email:	lydia.serna@hchd.org		
Name:	Miguel Escaname		Mailing Address (incl. street, city, county, state, & zip):
Title:	Chief Financial Officer		1304 S. 25th Ave.
Phone:	956-383-6221	Ext.222	Edinburg, Hidalgo, Tx 78542
Fax:	956-383-3229		
Email:	mike.escaname@hchd.org		
Name:			Mailing Address (incl. street, city, county, state, & zip):
Title:			
Phone:		Ext.	
Fax:			
Email:			
Name:			Mailing Address (incl. street, city, county, state, & zip):
Phone:		Ext.	
Fax:			
Email:			

FORM A-3-2: NONPROFIT OR FOR-PROFIT ENTITY
Board of Directors and Principal Officers
Legal Business
Name of Hidalgo County

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).In addition, if entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock.

Name: N/A **Title:** **Phone:** Ext. **Fax:** **Email:**	**Mailing Address (incl. street, city, county, state, & zip):**
Name: **Title:** **Phone:** Ext. **Fax:** **Email:**	**Mailing Address (incl. street, city, county, state, & zip):**
Name: **Title:** **Phone:** Ext. **Fax:** **Email:**	**Mailing Address (incl. street, city, county, state, & zip):**
Name: **Title:** **Phone:** Ext. **Fax:** **Email:**	**Mailing Address (incl. street, city, county, state, & zip):**
Name: **Title:** **Phone:** Ext. **Fax:** **Email:**	**Mailing Address (incl. street, city, county, state, & zip):**

FORM A-4: EXCEPTIONS FORM

FORM E: EXCEPTIONS FORM

RFP # CHS/TV-0554.1

This is the approved format for the respondent to: (1) state that no exceptions are being made to the requirements, terms, conditions, or certifications in the RFP or attachments, addendums, or revisions to the RFP or General Provisions, or (2) list all exceptions to any requirements, terms conditions, certifications or deliverables in the RFP or General Provisions.

Respondent must submit this form with their response.

Instructions:

- If no exceptions are being requested to any issue of the RFP, respondent must check the 'no exception' box below and leave the table blank.
- If exceptions are being requested, use the table below and fill in all columns for each exception.
- Ensure the RFP section number and page number or the number of the term or condition of the issue is stated.
- Ensure each exception is described fully or by reference to the exact location within the proposal and/or general provisions.
- Ensure it is stated whether the exception is part of a proposal deliverable with a clear citation to the deliverable.
- Provide an explanation of why the exception is being proposed, and any alternatives being proposed to the issue in the RFP.
- Add more table lines as necessary.
- If more space for explanations or alternatives is reasonably needed, list the exception on this form and reference the attached page(s) – Ensure each attached page clearly identifies the line item it refers to.
- Any alternatives may also be embedded in the proposal narrative as appropriate to make the narrative clear, but in the proposal narrative the exception must be noted with the line item number on this form.

√ **If no exceptions are being requested, check this box and leave the table below blank**

FORM A-4: EXCEPTIONS FORM

RFP # *CHS/TV-0554.1*

TABLE OF EXCEPTIONS N/A

Exception No.	RFP Section No. and Page No. or no. of term or condition in the general provisions to which exception is requested	Full description of exception requested or reference to exact location of full description if found elsewhere in proposal and/or general provisions.	State if the exception is part of a proposal deliverable with a clear citation to the deliverable	Explanation of why the exception is being proposed and any proposed alternatives to the issue
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

FORM A-5: HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Rev: 02/12

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
  - ☐ Section 1 – Respondent and Requisition Information
  - ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
  - ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
  - ☐ Section 2 c. – Yes
  - ☐ Section 4 – Affirmation
  - ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
  - ☐ Section 1 – Respondent and Requisition Information
  - ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
  - ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - ☐ Section 2 c. – No
  - ☐ Section 2 d. – Yes
  - ☐ Section 4 – Affirmation
  - ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
  - ☐ Section 1 – Respondent and Requisition Information
  - ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
  - ☐ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - ☐ Section 2 c. – No
  - ☐ Section 2 d. – No
  - ☐ Section 4 – Affirmation
  - ☐ GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:**
  - √ Section 1 – Respondent and Requisition Information
  - √ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
  - √ Section 3 – Self Performing Justification
  - √ Section 4 – Affirmation

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

HUBSUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders contracts,***
- ***32.7 percent for all special trade construction contracts,***
- ***23.6 percent for professional services contracts,***
- ***24.6 percent for all other services contracts, and***
- ***21 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Please READ thoroughly when completing this HUB (HSP) Plan: you must: First, find the method that applies to you; see the HSP Quick Checklist to make this determination.

- If using Method B, you must comply with ALL sections of B3 and attach supporting documentation (e.g., notifications, emails, phone logs, etc.) with your bid response. If you are **awarded this contract**, you must notify all subcontractors of their selection as a subcontractor and provide a copy of the notification to the HUB Coordinator listed below within 10 days of receiving the contract award. DSHS HUB Coordinator Contact: shawn.constancio@dshs.state.tx.us

This contract is classified as an **Other Services** contract under the CPA rule, and therefore has a Statewide Annual HUB utilization goal of **24.6%** per fiscal year. **RFP# CHS/TV-0554.1**
Respondents may search for HUB subcontractors on the CPA Centralized Master Bidders List (CMBL), HUB Directory, which is located on the CPA website: http://www2.cpa.state.tx.us/cmbl/cmbllhub.html. For this procurement, DSHS has identified the following class and item codes for potential subcontracting opportunities: 615-ALL OFFICE SUPPLIES, GENERAL 410-ALL FURNITURE: HEALTH CARE, HOSPITAL AND/OR DOCTOR'S OFFICE
465-ALL HOSPITAL AND SURGICAL EQUIPMENT, INSTRUMENTS, AND SUPPLIES 475-ALL HOSPITAL, SURGICAL, AND MEDICAL RELATED ACCESSORIES AND SUNDRY ITEMS 948-ALL HEALTH RELATED SERVICES

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Hidalgo County Health & Human Services Department State of Texas VID #: 746000717

Point of Contact: Eduardo Olivarez, Chief Administrative Officer Phone #: 956-383-6221

E-mail Address: eddie.olivarez@hchd.org Fax #: 956-383-3229

b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No

c. RFP #: CHS/TV -0554.1 DSHS RE: HUBD_028 Bid Open Date:

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☒ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	N/A	%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION 2 SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

a. **This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b.** Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
	N/A	%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
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		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION 3 **SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)**

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☑ - **Yes** (If *Yes*, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - **No** (If *No*, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

Form A-10

Form B-2

Form C-2

SECTION 4 **AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls***).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Ramon Garcia	Ramon Garcia	Hidalgo County Judge	04/09/2013
Signature	Printed Name	Title	Date (mm/dd/yyyy)

REMINDER:

- If you responded "***Yes***" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "***No***" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.3

APPROVED BY COMMISSIONERS' COURT ON: 4/2/13

Rev 02/12

HSP Good Faith Effort - Method A (HUB Attachment A)

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc***

SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: ____ **Description:** N/A

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
NA	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Rev 02/12

HSP Good Faith Effort - Method B (HUB Attachment B)

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc**

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: ____ **Description:** N/A

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, to continue to SECTION B-4.)

☐ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at **http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at **http://www.window.state.tx.us/procurement//cmbl/cmblhub.html**. HUB Status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐Yes ☐No
			☐Yes ☐No
			☐Yes ☐No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at **http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/**

d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐Yes ☐No
		☐Yes ☐No

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: ____ Description: N/A

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
N/A	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A PRIME CONTRACTOR'S INFORMATION

Company Name: _____ **State** _____

of Texas VID #: Point-of-Contact: _____ **Phone #:** _____

E-mail Address: _____ **Fax #:** _____

Section B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ **Phone #:** _____

Insert Title & RFP# CHS/TV -0554.1 _____ **Bid Open Date:**

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:	
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: - Not Applicable	
4. Bonding/Insurance Requirements: - Not Applicable	
5. Location to review plans/specifications: - Not Applicable	

TEXAS
Department of State Health Services

FORM A-6: CHILD SUPPORT CERTIFICATION
(Required for all Respondents EXCEPT Non-profit and Governmental Entities)

Child Support Certification

The Texas Family Code, §231.006, VTCA places certain restrictions on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified below is not a governmental entity or a nonprofit corporation and certifies to the following:

1. The contractor is: (check one)

   ☐ An individual or sole proprietor, or

   ☐ A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

2. The contractor certifies the following is a complete list of the names and social security numbers of either (A) the individual or sole proprietor who is the contractor or (B) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity: (attach additional sheet if necessary).

   (A) Printed Name: _____
   Social Security Number: _____
   (B) Printed Name: _____
   Social Security Number: _____

3. Under the Texas Family Code, §231.006, VTCA the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

4. Printed Name of Contractor: _____
   Printed Name of Authorized Representative: _____
   Signing this Certification: _____
   Signature of Authorized Representative: _____
   Date: _____

FORM A-6: CHILD SUPPORT CERTIFICATION GUIDELINES

Form A-6 is required by Texas Family Code, §231.006, and is designed to certify that anyone applying for funds under this RFP is not a child support obligor (a person who is more than 30 days delinquent). This form is applicable to for-profit corporations, sole proprietors, individuals and partnerships. This form is NOT applicable to Governmental entities and non-profit corporations. These types of entities do not need to complete the form.

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 1 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Edinburg Clinic										
Contact Person:	Lalla De Leon					Phone:	956-318-2040				
Location of Site:	3105 E. Richardson					Fax:	956-316-3491				
Street Address:	3105 E. Richardson										
City:	Edinburg		County:	Hidalgo		Zip Code:	78541		HSR:	11	
Pharmacy License #:	07182	TPI #: 139351611				NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	Family Planning Intakes & Returns, Immunization	4
	Afternoon			TB Visits & Newborn Assessments	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Clinic, Immunization, & Family Planning	4
	Afternoon				
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Child Health Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Pregnancy Tests, Prenatal Intakes & Returns,	4
	Afternoon			Immunizations & Walk-Ins	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Family Planning Clinic, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 2 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Elsa Clinic										
Contact Person:	Rosa Laura Reyes					Phone:	956-262-1141				
Location of Site:	708 Edinburg St.					Fax:	956-262-7842				
Street Address:	708 Edinburg St.										
City:	Elsa		County:	Hidalgo		Zip Code:	78538		HSR:	11	
Pharmacy License #:	07182	TPI #: 139350609				NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION		SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
		From	To		
MONDAY	Morning	7:30	5:00	Family Planning Intakes & Returns, Newborn	4
	Afternoon			Assessments & TB Visits	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:00	5:00	Prenatal Intakes & Returns, Family Planning	
	Afternoon			& Immunizations	4
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:00	Child Health Clinic, Prenatal Clinic, Immunizations &	4
	Afternoon			Family Planning Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:00	5:00	Immunizations, Family Planning Rx's & Pregnancy	4
	Afternoon			Tests	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:00	5:00	Family Planning Clinic, Immunizations & Family	4
	Afternoon			Planning Rx's	
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 3 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Hidalgo Clinic										

Contact Person:	Cecilia Lopez	Phone:	956-843-7463
Location of Site:	702 Texano	Fax:	956-843-7762
Street Address:	702 Texano		

City:	Hidalgo	County:	Hidalgo	Zip Code:	78557	HSR:	11
Pharmacy License #:	07182	TPI #: 139350610		NPI#:	1932146636		

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION		SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
		From	To		
MONDAY	Morning	7:30	5:00	Immunization, Family Planning Rx's & Newborn	4
	Afternoon			Assessments	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:00	Family Planning Intakes & Returns, Prenatal Clinic &	4
	Afternoon			Immunizations	
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:00	Child Health Clinic, Immunizations, Family Planning	4
	Afternoon			Clinic & Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:00	Family Planning Intakes, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Prenatal Clinic, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 4 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- McAllen Clinic										
Contact Person:	Norma Garza					Phone:	956-682-6155				
Location of Site:	300 E. Hackberry					Fax:	956-618-5979				
Street Address:	300 E. Hackberry										
City:		County:	Hidalgo		Zip Code:	78501	HSR:	11			
Pharmacy License #:	07182	TPI #: 139350605			NPI#:	1932146636					

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	STD Clinic, Immunizations, TB Visits & Prenatal	4
	Afternoon			Intakes	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Intakes & Returns, Immunizations & Family	4
	Afternoon			Planning Rx's	
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Prenatal Clinic, Prenatal Intakes, Immunizations &	4
	Afternoon			Family Planning Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Family Planning Clinic, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Child Health Clinic, Family Planning Rx's,	4
	Afternoon			Immunizations & Walk-Ins	
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 5 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site):	Hidalgo County										
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Mission Clinic										
Contact Person:	211 N. Schuebach Rd. Ste. 1					Phone:	956-585-2461				
Location of Site:	211 N. Schuebach Rd. Ste.1					Fax:	956-585-7144				
Street Address:											
City:	Mission			County:	Hidalgo		Zip Code:	78572		HSR:	11
Pharmacy License #:	07182		TPI #: 139350612				NPI#:	1932146636			

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION		SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
		From	To		
MONDAY	Morning	7:30	5:30	Family Planning, Prenatal Intakes & Returns,	4
	Afternoon			Immunizations TB Visits & Walk-Ins	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Child Health Clinic, Prenatal Clinic, Immunizations	4
	Afternoon			Family Planning Rx's	
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Prenatal Clinic, Immunizations & Pregnancy Tests	4
	Afternoon				
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Prenatal Clinic, Immunizations & Family Planning Clinic	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Family Planning Clinic, Prenatal Intakes & Returns,	4
	Afternoon			Immunizations & Pregnancy Test	
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 6 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Pharr Clinic										
Contact Person:	Lilia Velasco					Phone:	956-787-1531				
Location of Site:	300 W. Hall Acres					Fax:	956-787-6310				
Street Address:	300 W. Hall Acres										
City:	Pharr		County:	Hidalgo		Zip Code:	78577		HSR:	11	
Pharmacy License #:	07182	TPI #: 139350604				NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION		SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
		From	To		
MONDAY	Morning	7:30	5:30	Family Planning Intakes, TB Visits, Immunizations	4
	Afternoon			Newborn Assessments	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Intakes & Returns & Immunizations	4
	Afternoon				
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Child Health Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Pregnancy Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Family Planning Clinic, TB Visits & Immunizations	4
	Afternoon				
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 7 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Weslaco Clinic										
Contact Person:	Elva Murphy					Phone:	956-968-7541				
Location of Site:	1901 N. Bridge					Fax:	956-968-0085				
Street Address:	1901 N. Bridge										
City:	Weslaco		County:	Hidalgo		Zip Code:	78596		HSR:	11	
Pharmacy License #:	07182	TPI #: 139350607				NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	Family Planning Intakes, Immunizations & Prenatal	4
	Afternoon			Intakes & Returns	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Clinic & Immunizations	4
	Afternoon				
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Child Health Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Family Planning Clinic, Prenatal Intakes & Returns;	4
	Afternoon			Immunizations	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:30	Family Planning Rx's, TB Visits, Immunizations &	4
	Afternoon			Newborn Assessments	
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: CLINIC SITE FORM INSTRUCTIONS

Complete a separate Clinic Site Form for each clinic site. Information provided on clinic site forms is used to update DSHS websites and public databases, therefore, each clinic form must contain current and accurate information.

Legal Name of Respondent	Respondent's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Service Area	List counties served by that specific clinic site, NOT all counties served by the whole project.
Funding Sources Used to Support this Clinic	From the sources listed, check all sources of funds used to support that specific clinic site.
Subcontractor Site	For each clinic site, indicate whether that particular site is subcontracted by the respondent to another entity for the provision of services.
Clinic Name to Appear on Website Locator	State the name of the clinic as it will appear on the DSHS website locator. (The name should be recognizable to clients.)
Contact Person	Name of contact person for that clinic site.
Phone	Phone number for the clinic.
Location of Site	Clinic location (e.g., Texas Medical Center/Smith Tower)
Fax	Fax number for the clinic.
Street Address	Physical address of clinic.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Pharmacy License #	Pharmacy license number for the clinic (if applicable); otherwise put N/A for Not Applicable.
TPI#	Texas Provider Identifier # for the clinic (if applicable), otherwise N/A.
NPI#	National Provider Identifier # for the clinic (if applicable), or N/A.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of each clinic site for each day of the week broken into morning (e.g., 8:00 a.m. – Noon), afternoon (e.g. 12:01 p.m. – 5:00 p.m.), and evening hours (e.g., 5:01 p.m. – 8:00 p.m.). Indicate days of the week when the clinic is closed (e.g. Tuesday – closed).
Services Provided/Clinic Type	List the type of services provided or type of clinic for each day of the week. For example, Monday = child health clinic, Wednesday = dental clinic, etc. **Legend** -CH-child health, CD-child dental, PM-prenatal medical, PD-prenatal dental.
# Monthly Clinics	List the total number of clinics each month by the day of the week, e.g., Monday = 4 clinics per month; Tuesday = 0 clinics per month, etc.
Total Hours/Month	List the total number of hours of operation per month for each clinic site (e.g., Clinic Site 1 = 128 hours per month; Clinic Site 2 = 160 hours per month, etc.)
Total # Clinics Per Month	List the total number of clinics held per month per clinic site (e.g., Clinic Site 1 = 16, Clinic Site 2 = 20, etc.)

PROGRAM SPECIFICS:

This section of the clinic site form includes questions related to specific DSHS programs. Check the appropriate boxes to indicate what specific services are provided at each clinic site. Services generally vary between clinic sites, so it is essential that accurate service information is reported by respondent in order for DSHS to appropriately monitor services provided. *Important: Any changes in clinic information must be reported in writing to the appropriate DSHS Contract Manager in a timely manner. Programmatic or operational changes must be made in accordance with requirements outlined in the DSHS General Provisions at http://www.dshs.state.tx.us/grants/gen-prov.shtm.*

FORM A-8: RESPONDENT SITE READINESS

Legal Business Name of Respondent: Hidalgo County

Appropriate signage to identify funded entity.	√	Y	☐	N
Space for clinical and administrative staff?	√	Y	☐	N
Computer systems with following minimum functionality:				
• Internet Browser – minimum Internet Explorer (IE) 8 or newer	√	Y	☐	N
• Microsoft Office – minimum Office 2007 Suite or newer	√	Y	☐	N
• Email Client	√	Y	☐	N
Locked storage for charts, records, medications and medical supplies	√	Y	☐	N
Proper disposal for medical waste	√	Y	☐	N
CLIA certification for level of tests performed	√	Y	☐	N
Handicap-accessible clinic sites that are geographically close to target population	√	Y	☐	N
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	√	Y	☐	N
Appropriate use of interpreter services and language translation (including resources for both).	√	Y	☐	N
Compliance with Americans with Disabilities Act (ADA) requirements	√	Y	☐	N
Extended hours and weekend hours for delivery of services, as appropriate.	√	Y	☐	N

FORM A-8: RESPONDENT SITE READINESS INSTRUCTIONS

Complete the Respondent Site Readiness Form per instructions below. Complete only one form to represent readiness for all clinic sites that will provide Title V services funded through this RFP.

RESPONDENT SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check if clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check if clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Computer systems with following minimum functionality:	This question determines whether responder has adequate computer functionality for clinic sites.
• Internet Browser (minimum IE 8)	Check if clinic computers have internet access (Yes/No).
• Microsoft office (minimum 2007 or newer)	Check if clinic computers have Office 2007 or newer (Yes/No).
• Email Client	Check if clinic computers have email access (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if respondent operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with Americans with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Extended hours and weekend hours for delivery of services, as appropriate.	Check if clinics offer extended hours (i.e., before 8 a.m. or after 5 p.m. on weekdays) and weekend hours that are appropriate for the clients served (Yes/No).

FORM A-9: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: Hidalgo County

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Department of State Health Services (DSHS) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.

2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.

3. Return 100% of any generated program income to the Title V program that generated the funds.

4. Provide services regardless of client's inability to pay.

5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.

6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.

7. Provide DSHS with access to all data gathered or generated.

8. Agree to share data/information generated by the project, within constraints of confidentiality, with DSHS, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.

9. Grant DSHS rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.

10. Make available for DSHS review, all promotional materials/media to be disseminated in conjunction with this Title V project.

11. Comply with all applicable Title V policies, procedures, and regulations.

12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.

13. Establish orientation and in-service training plan for all project personnel for skills

development and/or continuing education based on an assessment of training needs.

14. Ensure that Title V services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.

15. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.

16. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps module entitled "Overview of Best Practices and Children's Services" within 90 days of contract execution, and that RNs hired after contract execution complete the module within 90 days of hire.

Ramon Garcia
Authorized Signature

4/9/13
Date

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13

FORM A-10: RESPONDENT BACKGROUND

Legal Business Name of Respondent: Hidalgo County

Respondent must provide a narrative description of its organization, staff, systems, and oversight structure (see RESPONDENT BACKGROUND GUIDELINES). Organizational charts, resumes/curriculum vitae, and job descriptions are to be placed following Form A-9 or at the end of the proposal and are not included in the page limit. A maximum of **two (2)** additional pages may be attached if needed for a total of three (3) pages.

1. The Hidalgo County Health and Human Services Department (HCHHSD) mission statement is to promote wellness and prevent disease to the residents of Hidalgo County. Historically, the Hidalgo County Commissioners Court has been and continues to be the governing body that oversees the operations of the HCHHSD. The Commissioners Court have and continue to support the HCHHSD financially to provide Prenatal & Child Health (MCH) services to the uninsured and underinsured residents of Hidalgo County.
2. The HCHHSD has provided MCH services virtually since it came into existence (early 1950's). The HCHHSD has and continues to receive local and state funds to provide and maintain the MCH services to meet the needs of the uninsured and underinsured residents of Hidalgo County. Although fund reductions have occurred thru the years, the HCHHSD continues to provide MCH services to as many clients as possible even after the Title V cap has been reached.
3. The organizational structure of the department begins with the Commissioners Court (the County Judge & 4 Commissioners) who oversee the county departments. The County Auditor functions along side of the Commissioners Court and oversees the financial functions of the County departments. The County's Budget Officer, who functions under the direction of the Commissioners Court, is the immediate supervisor for the HCHHSD Chief Administrative Officer. The HCHHSD Chief Physician is contracted by the Commissioners Court to serve as the County's Health Authority; and is the HCHHSD Chief Physician who approves the department's formulary and standing delegation orders for the clinical services provided by the department's practitioners and nurses. The Director of Nursing (DON) functions under the direction of the Chief Physician and Chief Administrative Officer; and ensures that services are provided according to the department and DSHS standards/standing delegations/policies at all the department clinics (7). Each department clinic is managed by an RN Supervisor who is under the immediate supervision of the DON & ADON. Overall, the Chief Administrative Officer, Chief Physician and Director of Nursing develop, implement and monitor the department's service delivery programs. The HCHHSD DON, under the direction of the Chief Administrative Officer, implements and monitors the department Billing Division. Currently the department utilizes TexMed Connect for the billing of services provided at the department clinics.
4. See Attachments
5. See Attachments

FORM A-10: RESPONDENT BACKGROUND GUIDELINES

Respondent must provide a narrative description of its organization, staff, systems and oversight structure in response to the following items, numbering them as indicated:

1. Provide an executive summary describing the organization's vision, mission and values statements, along with a description of how the board of directors is involved in the operations of the organization.

2. Describe past experience(s) providing Child Health, Child Dental, Prenatal Medical, and/or Prenatal Dental services. (Respondent only needs to address the Title V funded service or services for which they are applying.)

3. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the organization.

4. Provide a current organization chart and the resumes/curriculum vitae for the CEO, CFO, Medical Director[1] licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), Dental Director[2] licensed to practice dentistry in Texas (including his/her State of Texas Dental License Number), and Clinical/Program Director. The organization chart must include the appropriate oversight structure (e.g., Board, City Council, County Commissioners, etc.), CEO, CFO, Medical Director, Dental Director and a staffing structure that will support service provision. On the chart, identify the staff who manages clinic operations.

5. Provide job descriptions for the following key employees, i.e., Medical Director[3], Dental Director[4], Clinical/Program Director, eligibility and billing staff, and clinicians.

1 Medical Director is for Child Health and/or Prenatal Medical
2 Dental Medical is for Child Dental and/or Prenatal Dental
3 Medical Director is for Child Health and/or Prenatal Medical
4 Dental Medical is for Child Dental and/or Prenatal Dental

FORM A-11: ASSESSMENT NARRATIVE

Legal Business Name of Respondent: Hidalgo County

Respondent must provide a narrative description addressing each of the assessment items (see ASSESSMENT NARRATIVE GUIDELINES) associated with the services proposed in this proposal. A maximum of **four** (4) additional pages may be attached if needed for a total of five (5) pages).

1. Hidalgo County is a metropolitan area on the Mexican border that comprises of 1570 square miles. Hidalgo County has grown from 383,545 persons in 1990 to 746,764 in 2010 (as per US Census Bureau), an increase of an average of 5% annually, and, of which 18.0% are under 18 years of age. Most of this population is located in the middle southwest of the county. The county's residents comprise of 89.9% Hispanics and a third of the total migrant and seasonal farm worker population of Texas; and 29.6% of the people are foreign born and of which less than 50% of these persons are non-citizens. In Hidalgo County, the family income of less than 185% of the federal poverty guidelines, constitute up to 34.8% of the county's population (746,764); and, over half of these are single mother families with incomes below the federal poverty threshold. In addition, the number of women, ages 13 to 44 years of age, with family income of less than 185% of the poverty guidelines constitute up to 12% of the county population. Currently, the county's projected population by the end of 2015 will be higher than 1 million people; which supports the fact that the Mission, Edinburg and McAllen is the second fastest growing metropolitan area in the US (as per US Chambers website).Other current characteristics of the county include having over 900 colonias, 15 school districts, 22 high schools, 36 middle schools and 134 elementary schools; 43 head start centers, and, over 100 childcare faculties; all of which are located through out the county.

   In Hidalgo County, according to DSHS CHS in 2010, a total of 174,390 children under the age of 18 were enrolled in Medicaid and 19,598 enrolled in CHIP. As per the 2010 census, the uninsured is 42% of the county's population (746,764); and, 30.8% are below the poverty level compared to the state's 16.0%. The per capita personal income for Hidalgo County is 19,721 compared to the state's 37,809.

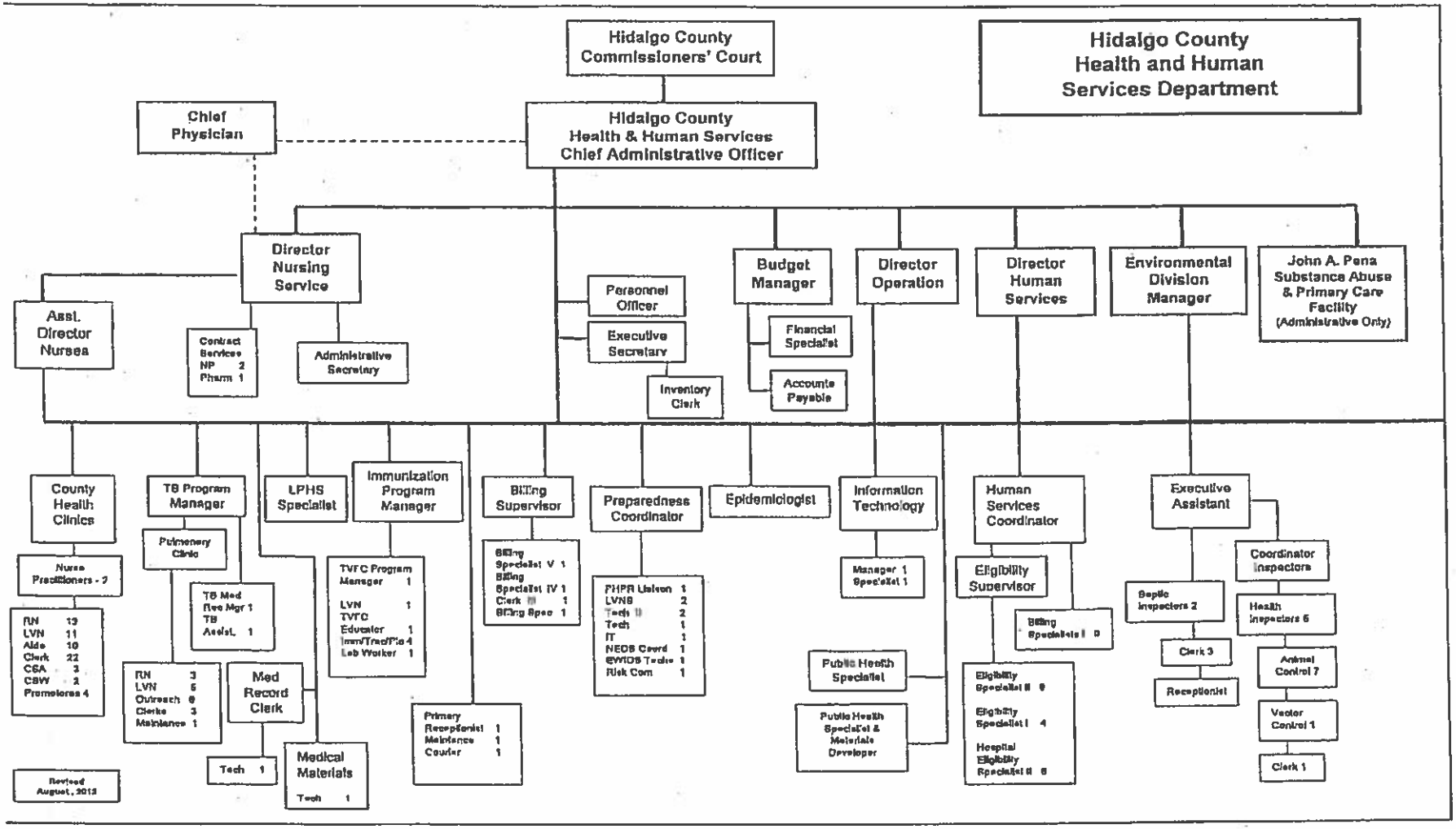
   In addition, as of 2008 DSHS Vital Statistics for the Hidalgo County, births to adolescents less than 18 years of age comprised of approximately 1116 per year; and, of the overall 17,137 pregnancies, 56.8% received prenatal care within the first trimester. Also, the low birth weight for the county constitutes 7.9% compared to the states 8.4%. The overall top health issues in the county include tuberculosis, diabetes, cardiovascular and cancer disease, and sexually transmitted diseases. In addition, Hidalgo County's fetal death rate (in 2008) was 6.6 compared to the states 5.6. These health issues contributes to the overall large high risk population in Hidalgo County.

2. The service area for Hidalgo County comprises of 1570 square miles. The HCHHSD clinics are geographically located thru out the county to provide client accessibility. The target population consist of uninsured and underinsured pregnant women, adolescents and children. A total of 34.4% of the population are children under 18 years old identified in the 2010 census for Hidalgo County; 45.1% of these children live in poverty and 20% are uninsured. Also, 1,041 births to adolescent (13 yr. to 17 yr.) were reported in Hidalgo

County in 2010. Adolescents and children in the County are burdened by some of the vaccine preventable diseases such as Pertussis, Hepatitis A and Varicella. In addition, the pregnant women served by the HCHHSD are burdened with underlying conditions such as, cardiovascular disease, cancer, diabetes & tuberculosis. These health problems contribute to the large high risk population. Historically, the HCHHSD has provided and continues to provide prevention health services such as prenatal care, Well Child TX Health Steps exams, Immunizations, Family Planning, STD Tx, and Tuberculosis prevention and control. In calendar year 2012, the department provided services to 1,500 prenatal clients, 500 children, 50,000 vaccines to children and adults, 2,800 family planning clients, 9,310 Tuberculosis clients and 100 case management clients. Overall, the department clinical staff conducted approximately 56,449 client encounters for 2012.

3. Due to the increase in population and ever increasing immigration issues, the lack of resources, affordable insurance, and other paid sources are the primary barriers. The ever increasing indigent population of Hidalgo County has also had to endure the diminishing health care provided by the HCHHSD. The HCHHSD had ten clinics through out the county, however, as a result of state and federal fund cuts, the department has had to close three clinics and reduced nursing staff by 30% in the past eight years. In addition, the increasing immigration of other than Mexican's (OTM's) will continue to make this area a significant barrier. A growing issue which cause a significant problem is the lack of transportation. The Hidalgo County area does not have public transportation nor any form of mass transit. Many of the families in need of service can not afford to buy or maintain a vehicle. A continued concern is the price of fuel and health care. With the continued DSHS financial assistance and support, the HCHHSD can continue to provide MCH services to the uninsured and underinsured at the seven health clinics located throughout Hidalgo County.

4. The HCHHSD is the only Title V provider for Prenatal Care and Child Health Services to the uninsured and underinsured women and children in Hidalgo County. In Hidalgo County, there are some FQHC's that provide some primary health care and limited prenatal services; however, no other clinic provide on-going prenatal and child health services even after state funds are exhausted free of charge. Although the department screens all clients for a co-payment, no one is refused services due to the inability to pay. The HCHHSD networks on an on-going basis with local providers (i.e. FQHC's) in referring uninsured and underinsured clients for primary health care services. It is worth repeating that with the continued DSHS financial assistance and support, the HCHHSD can continue to provide essential prenatal care and child health services to the uninsured and underinsured in Hidalgo County.


Hidalgo County Commissioners' Court
Hidalgo County Health and Human Services Department
Chief Physician
Hidalgo County Health & Human Services Chief Administrative Officer
Director Nursing Service
Asst. Director Nursea
Contract Services NP 2 Pharm 1
Administrative Secretary
Personnel Officer
Executive Secretary
Inventory Clerk
Budget Manager
Financial Specialist
Accounts Payable
Director Operation
Director Human Services
Environmental Division Manager
John A. Pena Substance Abuse & Primary Care Facility (Administrative Only)
County Health Clinics
Nurse Practitioners - 7
RN 13
LVN 11
Aide 10
Clerk 22
CSA 3
CSW 2
Promotores 4
TB Program Manager
Pulmonary Clinic
TB Med Rec Mgr 1
TB Assist. 1
RN 3
LVN 5
Outreach 8
Clerks 3
Maintance 1
Med Record Clerk
Tech 1
LPHS Specialist
Medical Materials
Tech 1
Immunization Program Manager
TVFC Program Manager 1
LVN 1
TVFC Educator 1
Imm/Trad/Flu 4
Lab Worker 1
Billing Supervisor
Billing Specialist V 1
Billing Specialist IV 1
Clerk III 1
Billing Spec 1
Primary Receptionist 1
Maintance 1
Courier 1
Preparedness Coordinator
PHPR Liaison 1
LVNS 2
Tech II 2
Tech 1
IT 1
NEDS Coord 1
HIV/DS Tech 1
Risk Com 1
Epidemiologist
Information Technology
Manager 1
Specialist 1
Public Health Specialist
Public Health Specialist & Materials Developer
Human Services Coordinator
Eligibility Supervisor
Billing Specialists I 2
Eligibility Specialist II 9
Eligibility Specialist I 4
Hospital Eligibility Specialist II 6
Executive Assistant
Septic Inspectors 2
Clerk 3
Receptionist
Coordinator Inspectors
Health Inspectors 6
Animal Control 7
Vector Control 1
Clerk 1
Revised August, 2013

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title: Chief Administrative Officer **FLSA Status:** Exempt

Dept. Code: 340 **Civil Service Status:** Exempt

SUMMARY:

Under general and policy direction performs highly responsible administration, coordination, and liaison activities for multiple health programs. Responsible for planning, organizing, implementing and directing the County Health Department to effectively and efficiently accomplish the mission of the Department. Establishes, maintains and directs the activities of health education and promotion, environmental quality and health, disease prevention and control, health protection and promotion through media, grants and contracts, information management, intergovernmental policy and planning, budgeting and accounting, and staff management and development. Works closely with County Health Authority, Commissioner's Court, and other public officials and health professionals on matters of the public's health and reports significant events, data and concerns on a periodic and as needed basis. Provides executive leadership, management and coordination for the Hidalgo County Health Department. Reports directly to the Commissioner's Court and works closely with other elected officials and policy making bodies. Organizes and facilitates interactions between the County Health Department and other County Departments and external groups and constituents. Fosters the creation of tactical and long range plans to further the objectives of the County's strategic plan. Travel required.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Facilitates communication and interaction among Health Supervisors and other County Departments as well as external groups;
- Facilitates the setting of performance objectives, monitors performance objectives, and evaluates the performance of each program in the Department;
- Makes recommendations to the Commissioner's Court on critical issues in the Department;
- Develops and promotes the organization of successful teams to plan and accomplish major objectives;
- Conducts evaluations and analysis of various issues;
- Develops individual performance plans, monitors performance, and formally evaluates the performance of Program Supervisors in the Department;
- Hires and takes appropriate disciplinary action with Program Supervisors, with approval of Commissioners' Court;
- Works with other public entities to coordinate service delivery, improve impact of programs and/or ensure the overall mission of the Health Department is being accomplished in the community;
- Prepares final budget summary for submission to the Commissioners Court;
- Reviews the Budget on a continuous basis in order to provide feedback to the Programs on their progress;
- Provides policy decisions for the Department through everyday decisions;
- Responsible for the separate contracts and grants negotiated with various Government and private providers of services;
- Controls the purchasing of supplies and equipment to ensure budget compliance;
- Responsible for managing the Health Department building through coordination with Buildings and Grounds for housekeeping, maintenance, and utility services;

- Responsible for maintaining control of equipment assigned to the Department;
- Coordinates all outreach activities through supervision of the program managers;
- Researches grant programs and develops grant and/or proposal writing;
- Performs liaison and coordination tasks with Federal, State and local agencies, organizations and association;
- Prepares and monitors department program(s) budget and reports;
- Works in developing and implementing a strategic plan for planned approach to community health in Hidalgo County;
- Responds to complaints and requests from citizens and physicians;
- Plans for public health needs in communities and develops programs to meet those needs;
- Makes presentations to community organizations;
- Maintains up-to-date knowledge of public health issues and management techniques through formal training and reading of literature;
- Evaluates current delivery of health services;
- Hires, trains, disciplines, terminates and evaluates the performance of staff;
- Develops and directs special programs against communicable and other diseases;
- Prepares or reviews and approves a variety of reports;
- Performs a variety of administrative duties related to state, county, and federal funding of programs within the health department;
- Serves as public health liaison to other health providers in the community;
- Conducts on-site review audits of quality and quantity aspects of programs and clinics;
- Ensures that programs comply with State and Federal guidelines, standards, and regulations;
- Arranges continuing education opportunities to promote staff growth and development;
- Performs other related duties.

ADDITIONAL DUTIES AND RESPONSIBILITIES:

- Radiation Safety/Health Officer
- Chief Sanitarian
- South Texas Hospital Oversight Committee
- TDH Long Range Planning Committee
- Hidalgo County Veteran's Advisory Board
- TCID Oversight committee
- Advisory Board School of Public Health, University Texas Houston

EDUCATION AND EXPERIENCE:

- Graduation from an accredited college or university with a Bachelor's Degree in Health Care Administration , Business Administration, Public Administration or related field;
- A Master's Degree in Public Health or Public Administration is preferred but not required;
- A minimum of five (5) years experience at the senior executive level of a corporation or public entity;
- In addition, three (3) years of experience in supervising or managing a preventive health services program;

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License
- Must be able to be insured by County Insurance carrier

OTHER SKILLS AND ABILITIES:

- Knowledge of public health principles and practices, laws and regulations; management information systems; social marketing strategies; public and private insurance; current social and scientific concepts and trends in field(s) related to the health service area; civil service systems; organizational development; model building and systems analysis; city,

county, state, and federal organization, administration, and relations; community problems and resources and epidemiology of communities;

- Ability to report and correspondence writing; implementing change; conflict and problem-solving; motivating employees; public speaking leadership (formal and informal); consulting consensus-making; and delegating duties to subordinates;
- Ability to bring concensus or lead on various problems, issues, goals, etc.;
- Demonstrated ability to develop creative programs which increased efficiency and effectiveness;
- Demonstrated ability to conduct research and evaluation of programs and resources.
- May be required, and must have ability, to work more than 40 hours during the workweek.

Goals and Objective:

- Assure that prevention and Health Promotion are integral parts of all services.
- To intervene in the most significant identified consumer, environmental, occupational, and community hazards by 2001. Example: Food and Water Safety
- To decrease the level of preventable diseases, injuries, conditions, and deaths to within 75% of Healthy Texas 2000 Objectives. Example: Shots Across Texas/Immunization Clinics; Rabies Vaccine Clinics; TB Prevention and Control Communicable Disease Control Surveillance Chronic Disease Education & Outreach Early Prenatal Care Education & Outreach.
- Assure availability of highest quality services to all Hidalgo County residents across the care continuum.
- To ensure that health care clinics meet state and federal regulations and that all health care professionals who are licensed/certified, meet and abide by all applicable department and state regulations.
- To provide an orientation program to new employees, and provide staff development opportunities consistently.
- To provide continuous and adequate monitoring of all personnel providing services.
- Minimize disparities in health status among all populations.
- Provide increased access to quality preventive and comprehensive diagnostic/treatment services for eligible clients by maximizing the use of primary prevention, early detection, and management of health care. Example: Prenatal Services; Family Planning Services; Teen Parenting Services; Texas Health Steps; STD Clinic.
- Ensure that the consumer is the focus of all public health policy and service delivery decisions.
- Consumer satisfaction will be measured and used as an outcome in the delivery of all public services.
- An advisory committee with consumer participation will be implemented and utilized to address community health issues

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee

encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:

Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Director of Nursing	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
The Director of Public Health Services functions under the direction of the Department Chief Administrative Officer and in collaboration with the Chief Physician. Functions as a public health program specialist and supervisor to eight (8) clinic sites, including personnel assignments, training and hiring. Is responsible for analyzing, developing, implementing and coordinating new and existing programs (Title V, MCH, TB, Immunization, Family Planning & Community Health OPH). Maintains Quality Assurance of existing programs, record keeping, and filing of all necessary reports both to County and Department of State Health Services. Establishes, maintains and directs the activities of public health education and promotion and disease prevention and control in the community. Schedules and staffs specialty community clinics; and supervises Central Office personnel associated with those clinics including but not limited to Family Planning, Prenatal, _____ Health TB, Immunizations and Communicable Diseases and the reporting of these clinics. Writes new and renewal grant applications in coordination with Budget Officer.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, the Director of Nursing must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Provides administrative services that include delegation of work appropriate throughout the eight (8) clinics. Reviews and evaluates reports of programs that are implemented. Develops and maintains acceptable methods of recording and reporting that provide proper service control, uniform accounting and measurement of program results (i.e. Performed Based Objective Committees).
- Assists in development of policies and procedures by utilizing existing program guidelines/standards. Shares responsibility for quality assurance programs. Responsible for staff development of nursing service personnel. Devises tools and methods of assessment of knowledge and skill areas of nursing personnel. Responsible for recruiting personnel and making recommendations for selection and assignments.
- Supervises the required OPH grant scope of work targeting prevention of cardiac and cancer disease. Assures quarterly reports are submitted to DSHS as scheduled.
- Writes & submits grants renewals in coordination with Budget Officer yearly. Applies for new grants as approved by CAO.
- Responsible for the oversight of the TB & Immunization Programs.
- Supervises the Billing Division staff to assure proper billing of services.
- Responsible for the over sight of the processing and submissions of the Health Managed Care (HMO's) applications.
- Will assist with special projects and/or pilot programs which are requested by the state or the CAO.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:

- Licensed to practice as an RN in Texas, plus
- 10 yrs or more experience as a Director of Nursing in public health, plus
- 10 years or more experience in community health grant writing
- 20 years or more experience of full time paid employed as a practicing RN in a supervisory capacity in Public Health.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of professional nursing theory, nursing process, including cultural social and economic forces in family, community and group dynamics. Broad knowledge of principles and practices in management, supervision and intra disciplinary collaboration. Knowledge of organizational structure, administrative process, and projected program expectations. Ability to communicate in oral, written form. Ability to apply principles of leadership, education, long range planning and evaluation. Ability to perform essential job functions with or without reasonable accommodations.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk, sit, use hands and fingers, handle or feel objects tools or controls, reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may be required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

Revised 04/01

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title: Practitioner **FLSA Status:** Exempt

Dept. Code: 340 **Civil Service Status:** Non-Exempt

SUMMARY:
Provides public health nursing services in the Hidalgo County Health Department Clinic under the direction of the Chief Physician and Director of Nursing. Participates in assessing, planning, coordinating, implementing and evaluating public health nursing services to individuals, families and communities. Provides Family Planning, Prenatal, STD, tuberculosis and Adult Health services in the Hidalgo County Health Department Clinics, in the capacity of a Nurse Practitioner.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities..

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Provides Family Planning, Prenatal and Adult Health nursing services under the direction of the Chief Physician and Director of Nursing. Provides assessments and treatments on STD clients under the direction of the Chief Physician.
- Provides TB services under the direction of the TB Physician, and/or Chief Physician, to TB suspects/cases and LTBI's as per DSHS TB Program guidelines.
- Complies with DSHS Title V, Family Planning, Maternity and Child Health program standards that are provided in accordance with DSHS Title V policies and procedures. Also, complies with CDC STD and department STD protocols/standards. Participates in discussions to promote efficiency in clinic services.
- Collaborates with the RN Clinic Supervisor, Director of Nursing and Chief Physician, as well as other health care providers, professionals and community representatives in assessing, planning, implementing and evaluating programs of community health.
- Provides staff development activities as assigned.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- Formal education and training as Registered Nurse and recognized as a Family Nurse Practitioner by the Texas Board of Nurse Examiners in a specialty approved for use in the Texas Department of Health, plus three (3) years of full-time experience as a Nurse Practitioner.

CERTIFICATIONS, LICENSES, REGISTRATIONS:

- Certified as a family nurse practitioner
- Licensed to practice as a Registered Nurse in Texas.
- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:
- Knowledge of professional nursing theory, nursing process, nursing services and advance clinical skills, Pharmacy Act, Medical Practice Act., Nurse Practice Act., legal

implications of the advanced practice of nursing, state and federal laws and health codes which effect patient/client care. Knowledge of principles of teaching and learning.

- Skills in communication. Advanced skills in assessment of families, individuals and communities. Skill in providing primary care. Skill in counseling and educating persons concerning their health needs.
- Ability to functions in the expanded role of a Nurse Practitioner specialty, utilize supervisory and consultative skills, and may function as a resource person and role model. Uses the nursing process to document findings approximately and refer for further services as indicated.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

SPECIAL INSTRUCTIONS AND/OR REMARKS:

- Bilingual required (English/Spanish);
- Able to provide services in other assigned clinics as needed;
- Willingness to work unusual hours as needed.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title: RN Clinic Supervisor **FLSA Status:** Exempt

Dept. Code: 340 **Civil Service Status:** Non-Exempt

SUMMARY:
Performs responsible public health services and supervises the professional and ancillary staff working under their direction. Responsible for analyzing, developing, implementing, and coordinating public health nursing services. Works under the direction of the ADON, DON and Chief Physician.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Provides comprehensive public health services to clients requiring professional nursing services in clinics and home settings. Works under the supervision of the ADON, DON and Chief Physician;
- Provides administrative services. Assures that the clinic services meet DSHS and HCHHSD standards and are provided in accordance with the HCHHSD policies and procedures. Is responsible for comprehensive and accurate collection of statistical nursing data. Is responsible for quality assurance of client records and laboratory specimen collection. Assures that accurate inventory supplies/medications/vaccines are kept to avoid expiration. Assures that her/his assigned reports are submitted by due dates;
- Supervises the staff of his/her assigned HCHHSD clinic. Is responsible for compliance with DSHS and HCHHSD personnel policies and performance evaluations. Supervises maintenance of the physical facility;
- Collaborates with the Director of Nursing, WIC Nutritionist, TB Program Coordinator, as well as other health care providers, professionals, and community representatives in assessing, planning, implementing and evaluating programs for community health.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- Currently licensed in the State of Texas as a Registered Nurse
- Formal education and training as an RN plus one year of full-time employment as a practicing RN.

CERTIFICATIONS, LICENSES, REGISTRATIONS:
- Licensed to practice as an RN in Texas.
- Current CPR certification;
- Certification for Pedi Assessments, and HIV counselor is a plus;
- Employee must have proof of a Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:
- Knowledge of professional nursing theory, nursing process, nursing sciences and clinical skills;

- Knowledge of Public Health Case/Management skills; skilled in assessment of clients with complex health problems; communicate effectively orally and in writing; incorporate principles and teaching, planning and evaluations in case/management.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

SPECIAL INSTRUCTIONS AND/OR REMARKS:

- Bilingual required (English/Spanish);
- Able to provide services to other assigned clinics as needed;
- Willingness to work unusual hours as needed.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and DSHS based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing

- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title: Billing Supervisor **FLSA Status:** Non-Exempt

Dept. Code: 340 **Civil Service Status:** Non-Exempt

SUMMARY:
Under the direction of the Director of Nursing, will interpret and implement agency eligibility guidelines according to DSHS contract requirements. Develops & Implements billing procedures for billing of Maternity, Family Planning, TxHealth Steps, Immunizations, Case Management and TB services in accordance to proper payor source such as Medicaid, Medicare & Title V eligible clients. Supervises Billing Division Staff to assure proper billing of services & lab submission. Provide technical assistance and training for both supportive and professional staff in eligibility and billing procedures. Responsible for Medicaid, Medicaid HMO's, & Medicare HMO's credentialing application process. Maintains knowledge current on programs & HMO's updates/changes.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Interprets and implements agency's eligibility guidelines and billing procedures according to DSHS yearly contract requirements in the billing of Maternity, Family Planning, Child Health, Case Management, and other allowable services;
- Implements billing procedures for billing of Maternity, Family Planning, TxHealth Steps, Immunizations, Case Management, and TB services as needed in accordance with NHIC to Medicaid eligible clients;
- Assures the clinics properly bill for all program services(to include all lab screens); assures the clinics Co-Pay collection procedures are implemented correctly;
- Keeps accurate records of NHIC payments for services rendered;
- Conducts QA on all Lab statements & ensures proper billing before submitting to accounts payable.
- Assures monthly cumulative collection reports are compiled by Billing Division Personnel and dispersed accordingly;
- Completes and maintains current all applicable HMO's credentialing applications.
- Maintains knowledge of updates on all programs & HMO's, & ensures all Billing & clinic staff are trained & updated as applicable.
- Provides technical assistance and training for both supportive and professional staff in program eligibility and billing procedures as requested;
- Assures all Case Management Program billing procedures are followed.
- Other duties: Participates in conducting job interviews for both professional and supportive staff. Participates in Quality Assurance In-house monitoring activities. Attend program related workshops and in-service.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- Bachelor's Degree in Business, accounting, Health Administration or related field from an accredited college or university; and
- Four (4) years full-time experience in public health or health related program administration or delivery may be substituted for college education.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of Medicaid/Medicare claims payments, provider enrollment and billing procedures;
- Knowledge of Medicaid eligibility services and other related programs;
- Knowledge of DSHS Title V program goals, and provider requirements;
- Ability to teach and train both professional and non-professional staff on program eligibility and billing procedures;
- Ability to communicate effectively orally and in writing;
- Ability to interpret, develop and implement program policies and procedures.
- Ability to readily adapt to program changes and additional work related responsibilities.

SPECIAL INSTRUCTIONS AND/OR REMARKS:

- Able to provide services to other assigned duties as needed;
- Required to work other than normal or scheduled hours including weekends and holidays

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly

- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title:	Clerk III (Clerk Manager)	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs receptionist & minor secretarial duties which involve compiling & tabulating data, opening records, registering clients, keeping appointment schedule, recording, sorting & dispatching incoming & outgoing mail. Screens telephone calls and gives basic information requiring knowledge of agency functions. Works is performed according to established procedures. As Clerk Manager, supervises clerical support staff and assures all reports are compiled and submitted to C.O. on schedule. Assures that all billing is completed correctly & on a timely manner. Completes performance evaluations on clerical support staff. Works under the supervision of the R.N. Supervisor and Billing Supervisor.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Supervises clerical support staff. Works under the immediate supervision of the RN Supervisor and in collaboration with the Billing Supervisor. Works in collaboration with all clinic staff in providing efficient and safe services to all clients. Is responsible for support clerical staff performance evaluations.
- Performs clerical duties: Greets clients in person & by telephone courteously. Secures appointment to new & return clients. Reschedules appropriately. Provides basic information requiring knowledge of agency functions.
- Performs duties before & during clinic: Opens records using proper forms with all necessary data. Completes all client information in Core 1. Screens clients for eligibility according to department screening procedures. Updates client information on return visits appropriately. Calls clients the day before clinic to remind them of appointment for all services.
- Duties after Clinic: Indexes all new records opened in the master indexed & in current software program. Reviews client registration list for completion. Compiles & completes Co-Pay report at end of each day. Files all records back in file. Performs data entry for all programs. Follows up pending Medicaid.
- Other duties: Order office supplies, records, & forms for all services on a timely manner. Posts all lab reports reviewed & initialed by RN. Pulls all abnormal reports with records for nurses to follow-up. Assures that mail co-pay, & lab specimens are mailed out on time & to proper destination. Submits financial and statistical reporting documents to C.O. on scheduled dates. Follows channel of command for problems.
- Other duties as assigned.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED certificate, plus three (3) years experience on similar work preferably in a Public Health setting.

CERTIFICATIONS, LICENSES, REGISTRATIONS:
- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Basic clerical/secretarial skills;
- Ability to communicate effectively orally and in writing;
- Ability to plan work and meet deadlines;
- Skills on computer data entry (Windows, TWICES, Word Processing);
- Ability to perform cashier and bookkeeping work;
- Basic supervisory skills;
- Ability to screen clients for program eligibility using correct software.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

SPECIAL INSTRUCTIONS AND/OR REMARKS:
- Bilingual required (English/Spanish);
- Able to provide services to other assigned clinics as needed;
- Willingness to work unusual hours as needed.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:
Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:
- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others

- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

FORM A-11: ASSESSMENT NARRATIVE GUIDELINES

Specifically address each of the assessment items listed below associated with the services proposed in this proposal, numbering them as indicated. Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form.

1. Provide brief synopsis of the community as a whole describing in general:
    a. Geographic boundaries (urban or rural, physical environment);
    b. General demographic data (age, gender, ethnicity, etc.);
    c. General socioeconomic data (per capita income, poverty levels, uninsured/underinsured, unemployment, occupational data, etc.); and
    d. General description of community-wide health status (e.g., low birth weight, obesity of children, adolescents and pregnant women, immunization rate, and morbidity/mortality statistics).

2. Describe the target population(s) including:
    a. Geographic service area;
    b. Characteristics of target population (including demographic and socioeconomic data specific to each population);
    c. Target population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
    d. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).

3. Describe gaps in resources and potential barriers to improving health status.

4. Describe any other characteristics of the population(s) you propose to serve or of the proposed service area(s) which make Title V support particularly important?

Section II
Attachment B

Title V Child Health & Child Dental Services Forms

To Be Completed by Child Health & Child Dental Services Respondents Only

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD HEALTH SERVICES

Legal Business Name of Respondent: Hidalgo County

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Performance Management Unit.

Executive Director:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	eddie.olivarez@hchd.org	
Medical Director:	Ivan Melendez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Physician	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	N/A	
Program Coordinator:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director of Nursing	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	lydia.serna@hchd.org	
Financial Officer:	Miguel Escaname	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Financial Officer	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.222	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	mike.escaname@hchd.org	
Quality Assurance Contact:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director of Nursing	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	lydia.serna@hchd.org	
Public Information Contact*:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	eddie.olivarez@hchd.org	

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD DENTAL SERVICES

Legal Business Name of Respondent: N/A

*This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the **Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-2 SERVICE DELIVERY PLAN FOR CHILD HEALTH AND CHILD DENTAL SERVICES

Legal Business Name of Respondent: Hidalgo County

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

1. The Hidalgo County Health and Human Services Department will continue to provide Child Health services to uninsured and underinsured clients at all seven (7) clinics located throughout Hidalgo County. The department does not propose to provide Child Health services outside the Hidalgo County area.
2. The Hidalgo County Health and Human Services Department (HCHHSD) has provided Child Health services for more than 30 years to the indigent residents of Hidalgo County. Besides state funds (DSHS), the HCHHSD also receives local funds (County) to support Child Health services. The HCHHSD funds are monitored closely by the Chief Financial Officer to ensure Child Health services are provided on an ongoing basis each year. The HCHHSD will continue to provide the existing Child Health services during FY 2014. The HCHHSD conducts Child Health services under the guidance of a Chief Physician. The Chief Physician and Practitioners update the department's standing delegation orders yearly; and provide staff education and quality assurance activities on an on going basis to all nursing staff.
   The HCHHSD has 7 clinics throughout the county that facilitate client accessibility for Child Health services. Each clinic is staffed with RN's, LVN's and support staff. The Chief Physician and Practitioners are accessible to the clinic nurses to ensure Child Health services are provided to clients safely, timely, and as per DSHS/HCHHSD policies and procedures. The HCHHSD utilizes an EMR System for client data and reports; and for eligibility screening for services; and the Imm Trac Registry for vaccine documentation. The HCHHSD adheres to the confidentiality policy (HIPAA) for all of these programs. The department utilizes county funds to promote the clinic services thru PSA's in TV, radio & newspaper. Also, the department's Outreach Specialists and educators promote and educate the community on the services provided, specifically Child Health, in Health Fairs, community group presentations and coalition meetings. The HCHHSD partners with local providers in assisting Child Health clients and their families with medical health care needs and social needs. These providers include private physicians that provide delivery services; the Nuestra Clinica de Valle clinics and El Milagro Clinic assist in providing medical health care services; and, County Indigent Health Care and State Department of Human Services assist in providing financial support. There are no other clinics in Hidalgo County that provide Child Health services to the uninsured free of charge as does the HCHHSD. Thus, DSHS support is detrimental to the HCHHSD to continue providing Child Health services to the population in need in Hidalgo County.
3. The HCHHSD nurses assess each child for family violence, substance abuse, and mental needs in every client visit; by collecting the history (family & client), completing a mental screening tool, and conducting the physical assessment.
4. The HCHHSD partners with local providers (FQHC's) in referring children for medical health care needs. As stated before, the HCHHSD is the only agency in the county that provides Child Health services to the uninsured at no cost. Every child and family seen at

the department are screened for resources and referred accordingly. This includes referring families for medical financial assistance. The HCHHSD also has a LBSW on staff that assist and provide case management services to children and families in need.

5. The HCHHSD nursing staff are all bilingual (English & Spanish). The HCHHSD also contract with a Sign Language Company and Language Line contract services to clients needing interpreting services. Also, all of the HCHHSD clinics are ADA compliant and are located through out the county providing accessibility to the community in need. In addition, the department provides some extended hours to accommodate working families. Overall, the department assesses the client's and family needs yearly thru client satisfaction surveys, to improve service delivery.
6. The HCHHSD does not plan to subcontract Title V services for this contract period.
7. Quality assurance/quality improvement (QA/QI) process for the HCHHSD is as follows:
   a. The role of the QA Committee is to write and monitor the Quality Assurance Plan of the HCHHSD. The members of the committee include the RN Supervisor, Clerk Managers, Practitioners, LBSW, Chief Physician, Chief Administrative Officer, Billing Supervisor, DON & ADON.
   b. The Chief Physician's role is to review and update the department's standing delegations yearly, and as needed.
   c. The assigned QA Committee members conduct on site observation of services and client staff interactions provided by clinic staff for all programs at least quarterly; and, by using the appropriate observation tool. Findings and recommendations are reported to the committee at the next Committee meeting. The Committee conducts client record reviews (audits) from all programs and clinics to evaluate compliance of standards, standing delegation orders, policies and procedures.
   d. The Committee review records that are not compliant with standards and conduct appropriate actions as recommended on the record audit tool corrective action plan and follow up plan. The Committee evaluates the observations and record audit findings to determine staff development needs. The QA Committee also evaluates client records for compliance of nursing standards and refer to the Peer Review Committee, as applicable.
   e. The HCHHSD Director Of Nursing ensures client satisfaction surveys are conducted at all Health Department Clinics at least yearly. The summarized report is reviewed with the QA Committee on the next quarterly meeting. The Committee utilizes these findings to assure that quality and appropriate services are provided at all the health department clinics.
   f. The HCHHSD Director of Nursing and the Chief Physician review all written client and providers complaints, as well as all adverse outcomes in the clinic setting and develop a safeguard to prevent recurrence. Adverse outcomes are written in the appropriate incident report form and a conference with the provider is conducted, with plan of action written, and correction date set. The Committee conducts follow up on recommendations made to ensure resolution of problems:

      1. recommendations to record audits.
      2. recommendations to adverse outcomes.

The committee assures standards compliance and address recurrent deficiencies by providing necessary educational training, in-services, and management functions expeditiously to nursing and support staff to correct problems identified. Monitoring of all clinics services are conducted by the DON & ADON to all clinics on a quarterly basis. The Committee also recommends administrative action if the deficiencies continue.

g. The Committee maintains program objectives and updates them at least yearly. These program objectives are developed by utilizing state morbity data, state Healthy 2020 Objectives and local community assessments to determine essential and appropriate program objectives. The committee assures this by appointing eligible members to participate in the Performance Based Program Objectives Committees (PBO). These committees are Prenatal, Family Planning, Child Health, Immunizations, C/M, STD and TB. The PBO committee members appointed consist of clinic nurses, LBSW and Practitioners. The members for each PBO committee are appointed based on their expertise and training background. Example: for C/M, only certified case managers participate in that committee. The Program Objectives Committee's meet quarterly to conduct record reviews and identify outcomes. Outcomes identified are submitted to the QA Committee in the quarterly reports. The RN Supervisor also presents the audit outcomes and follow up plan to all nursing staff at each monthly clinic staff meeting.

h. The HCHHSD Chief Physician and department Practitioners maintain department standing delegation orders current. This staff ensure that they stay updated on medical practices/standards by attending trainings, conferences and researching medical information. The HCHHSD Chief Physician and Practitioners also refer to and ensure that standing delegation orders are within CDC and DSHS guidelines.

FORM B-2: SERVICE DELIVERY PLAN FOR CHILD HEALTH & CHILD DENTAL SERVICES
GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating policies and procedures manual. The service delivery plan must:

1. Summarize the proposed **child health and/or child dental** services. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe service delivery systems, workforce (attach organization chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe the process of assessing client risk factors associated with family violence, substance abuse, and mental health needs.

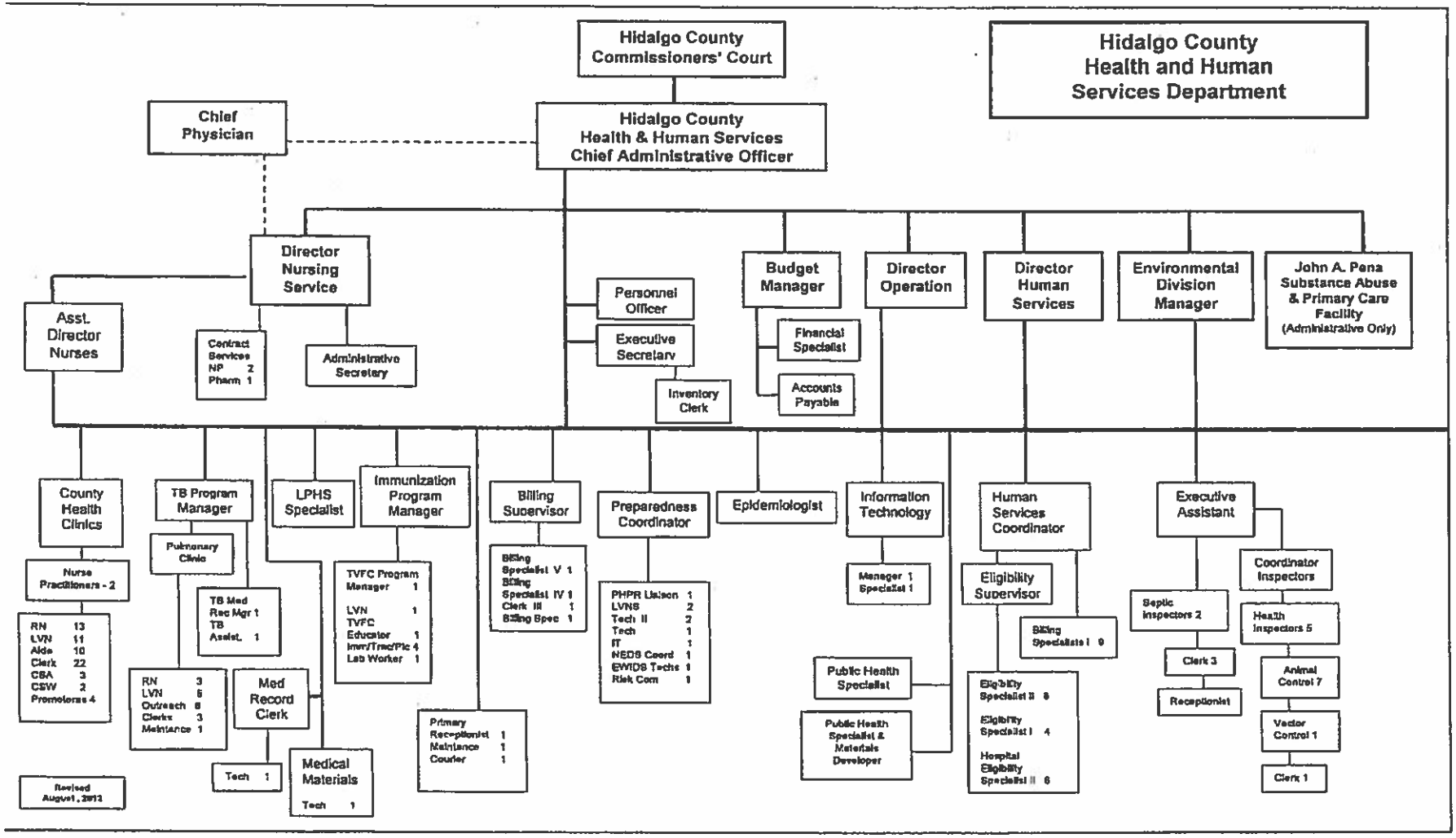
4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;
   - System utilized to identify and monitor adverse outcomes;

- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.


Hidalgo County Commissioners' Court
Hidalgo County Health and Human Services Department
Chief Physician
Hidalgo County Health & Human Services Chief Administrative Officer
Director Nursing Service
Asst. Director Nurses
Contract Services NP 2 Pharm 1
Administrative Secretary
Personnel Officer
Executive Secretary
Inventory Clerk
Budget Manager
Financial Specialist
Accounts Payable
Director Operation
Director Human Services
Environmental Division Manager
John A. Pena Substance Abuse & Primary Care Facility (Administrative Only)
County Health Clinics
Nurse Practitioners - 2
RN 13
LVN 11
Aide 10
Clerk 22
CSA 3
CSW 2
Promotoras 4
TB Program Manager
Pulmonary Clinic
TB Med Rec Mgr 1
TB Assist. 1
RN 3
LVN 6
Outreach 8
Clerks 3
Maintance 1
Med Record Clerk
Tech 1
LPHS Specialist
Medical Materials
Tech 1
Immunization Program Manager
TVFC Program Manager 1
LVN 1
TVFC Educator 1
Imm/Trac/Pic 4
Lab Worker 1
Primary Receptionist 1
Maintance 1
Courier 1
Billing Supervisor
Billing Specialist V 1
Billing Specialist IV 1
Clerk III 1
Billing Spec 1
Preparedness Coordinator
PHPR Liaison 1
LVNS 2
Tech II 2
Tech 1
IT 1
NEDS Coord 1
EWIDS Techs 1
Risk Com 1
Epidemiologist
Information Technology
Manager 1
Specialist 1
Public Health Specialist
Public Health Specialist & Materials Developer
Human Services Coordinator
Eligibility Supervisor
Eligibility Specialist II 8
Eligibility Specialist I 4
Hospital Eligibility Specialist II 6
Billing Specialists I 9
Executive Assistant
Septic Inspectors 2
Clerk 3
Receptionist
Coordinator Inspectors
Health Inspectors 5
Animal Control 7
Vector Control 1
Clerk 1
Revised August, 2012

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: Hidalgo County

This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form B-3 Guidelines).

If you provide services in counties located in different DSHS regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.

FY14 PROJECTED
Estimated Number of Unduplicated Clients

HSR: ☐ 1 ☐ 2/3 ☐4/5N ☐6/5S ☐7 ☐ 8 ☐9/10 √11	Infants 0 - 11 months Children & Adolescents 1 – 21 years	
	Number of Clients	Total $ Amount for all services provided
Child Health (include costs for laboratory and case management)	82	$ 34,833.00
Child Dental	-0-	$ -0-
GRAND TOTAL* Number of Clients and Dollars Requested	82	$ 34,833.00
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐Yes √No	Not currently a provider, but am interested in applying: ☐Yes √No

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES GUIDELINES

FORM B-3 must be used for Title V proposed child health and dental services only. The form reflects the estimated unduplicated number of the Title V child health and/or child dental eligible clients the respondent proposes to serve, and the total amount estimated to be billed to the Title V Child Health & Child Dental Services program. Complete a separate FORM B-3 for each Health Service Region in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Child Health, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Child Dental enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Child Health & Child Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM B-4: TITLE V CHILD HEALTH SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Health worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

FORM B-5: TITLE V CHILD DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Dental worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

Section II
Attachment C

Title V Prenatal Medical & Prenatal Dental Services Forms

To Be Completed by Prenatal Medical & Prenatal Dental Services Respondents Only

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL MEDICAL SERVICES

Legal Business Name of Respondent: Hidalgo County

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Performance Management Unit.

Executive Director:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	eddie.olivarez@hchd.org	
Medical Director:	Ivan Melendez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Physician	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	N/A	
Program Coordinator:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director Of Nursing	1304 S. 25th Ave.
Phone:	956-383-6221 Ext. 235	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	lydia.serna@hchd.org	
Financial Officer:	Miguel Escaname	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Financial Officer	1304 S. 25th Ave.
Phone:	956-383-6221 Ext. 222	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	mike.escaname@hchd.org	
Quality Assurance Contact:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director of Nursing	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	lydia.serna@hchd.org	
Public Information Contact*:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	eddie.olivarez@hchd.org	

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: N/A

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Performance Management Unit.

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: Hidalgo County

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

1. The Hidalgo County Health and Human Services Department will continue to provide Prenatal services to uninsured and underinsured clients at all seven (7) clinics located throughout Hidalgo County. The department does not propose to provide prenatal services outside the Hidalgo County area.
2. The Hidalgo County Health and Human Services Department (HCHHSD) has provided Prenatal services for more than 30 years to the indigent residents of Hidalgo County. Besides state funds (DSHS), the HCHHSD also receives local funds (County) to support Prenatal services. The HCHHSD funds are monitored closely by the Chief Financial Officer to ensure Prenatal services are provided on an ongoing basis each year. The HCHHSD will continue to provide the existing Prenatal services during FY 2014. The HCHHSD conducts Prenatal services under the guidance of a Chief Physician. This Chief Physician and Practitioners update standing delegations orders yearly and provide staff education and quality assurance activities on an on going basis to all nursing staff. The HCHHSD has 7 clinics throughout the county that facilitate client accessibility for Prenatal services. Each clinic is staffed with RN's, LVN's and support staff. The Chief Physician and Practitioners are accessible to the clinic nurses to ensure Prenatal services are provided to clients safely, timely, and as per DSHS/HCHHSD policies and procedures. The departments LBSW assist in providing case management services to eligible clients and assist the nursing staff in referring clients to the local Title V Genetic services, as applicable. The HCHHSD utilizes an EMR System for client data entry and reports; and, for eligibility screening for services; and the Imm Trac Registry for vaccine documentation. The HCHHSD adheres to the confidentiality policy (HIPAA) for all of these programs. The department utilizes county funds to promote the clinic services thru PSA's in TV, radio & newspaper. Also, the department's Outreach Specialist's and educators promote and educate the community on the services provided, specifically Prenatal, in Health Fairs, community group presentations and coalition meetings. The HCHHSD partners with local providers in assisting Prenatal clients with medical health care needs and social needs. These providers include private physicians that provide delivery services; the Nuestra Clinica de Valle clinics and El Milagro Clinic assist in providing medical health care services; and, County Indigent Health Care and State Department of Human Services assist in providing financial support. There are no other clinics that provide Prenatal services to the uninsured and free of charge as does the HCHHSD in Hidalgo County. Thus, DSHS support is detrimental to the HCHHSD to continue providing Prenatal services to the population in need in Hidalgo County.
3. The HCHHSD assesses each prenatal client for family violence, substance abuse, and mental needs in every client visit; by collecting the history (family & client) and conducting the physical assessment.

4. The HCHHSD partners with local providers (FQHC's) in referring prenatal clients for medical health care needs. As stated before, the HCHHSD is the only agency in the county that provides prenatal services to the uninsured at no cost. Every prenatal client and family seen at the department are screened for resources and referred accordingly. This includes referring families to the internal department, Human Services Division for medical financial assistance. In addition, the clients eligible and approved for the CHIP Prenatal Program are referred to a provider of their choice for delivery services. The department nursing staff and Outreach Specialist assist in the follow-up of the client and the newborn for Child Health & Family Planning services after delivery.
5. The HCHHSD nursing staff are all bilingual (English & Spanish). The HCHHSD also contract with A Sign Language Company and Language Line Contract Services to clients needing interpreting services. Also, all of the HCHHSD clinics are ADA compliant and are located through out the county providing accessibility to the community in need. In addition, the department provide some extended hours to accommodate working families. Overall, the department assesses the client's families needs yearly thru client satisfaction surveys to improve service delivery.
6. The HCHHSD does not plan to sub-contract Title V services during this contract period.
7. The Quality assurance/quality improvement (QA/QI) process for the HCHHSD is as follows:
   a. The role of the QA Committee is to write and monitor the Quality Assurance Plan of the HCHHSD. The members of the committee include the RN Supervisors, Clerk Managers, Practitioners, LBSW, Chief Physician, Chief Administrative Officer, Billing Supervisor, DON & ADON.
   b. The Chief Physician's role is to review and update the department's standing delegation orders yearly and as needed.
   c. The assigned QA Committee members conduct on site observation of services and client staff interactions provided by clinic staff for all programs at least quarterly; and, by using the appropriate observation tool. Findings and recommendations are reported to the committee at the next Committee meeting. The Committee conducts client record reviews (audits) from all programs and clinics to evaluate compliance of standards, standing delegation orders, policies and procedures.
   d. The Committee review records that are not compliant with standards and conduct appropriate actions as recommended on the record audit tool corrective action plan and follow up plan. The Committee evaluates the observations and record audit findings to determine staff development needs. The QA Committee also evaluates client records for compliance of nursing standards and refer to the Peer Review Committee, as applicable.
   e. The HCHHSD Director Of Nursing ensures client satisfaction surveys are conducted at all Health Department Clinics at least yearly. The summarized report is reviewed with the QA Committee on the next quarterly meeting. The Committee utilizes these findings to assure that quality and appropriate services are provided at all the health department clinics.
   f. The HCHHSD Director of Nursing and the Chief Physician review all written client and providers complaints, as well as all adverse outcomes in the clinic setting and develop a safeguard to prevent recurrence. Adverse outcomes are written in the appropriate incident report form and a conference with the provider is conducted, with plan of action written, and correction date set. The Committee conducts follow up on recommendations made to ensure resolution of problems:

1. recommendations to record audits.
2. recommendations to adverse outcomes.

The committee assures standards compliance and address recurrent deficiencies by providing necessary educational training, in-services, and management functions expeditiously to nursing and support staff to correct problems identified. Monitoring of all clinics services are conducted by the DON & ADON to all the clinics on a quarterly basis. The Committee recommends administrative action if the deficiencies continue.

g. The Committee maintains program objectives and updates them at least yearly. These program objectives are developed by utilizing state morbity data, state Healthy 2020 Objectives and local community assessments to determine essential appropriate program objectives. The Committee assures this by appointing eligible members to participate in the Performance Based Program Objectives Committees (PBO). These committees are Prenatal, Family Planning, Child Health, Immunizations, C/M, STD and TB. The PBO committee members appointed consist of clinic nurses, LBSW and Practitioners. The members for each PBO committee are appointed based on their expertise and training background. Example: for C/M, only certified case managers participate in that committee. The Program Objectives Committee's meet quarterly to conduct record reviews and identify outcomes. Outcomes identified are submitted to the QA Committee in the quarterly reports. The RN Supervisor present the record review outcomes and follow up plan to all nursing staff at each monthly clinic staff meeting.
h. The HCHHSD Chief Physician and department Practitioners maintain department standing delegation orders current. This staff ensure that they stay updated on medical practices/standards by attending trainings, conferences and researching medical information. The HCHHSD Chief Physician and Practitioners also refer to and ensure that standing delegation orders are within CDC and DSHS guidelines.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating and procedures manual. The service delivery plan must:

1. Summarize the proposed **prenatal medical and/or prenatal dental** services and how respondent will assist patient with the CHIP Perinatal Program application process. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe delivery systems, workforce (attach organizational chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe process of assessing risk factors associated with family violence, substance abuse and mental health needs.

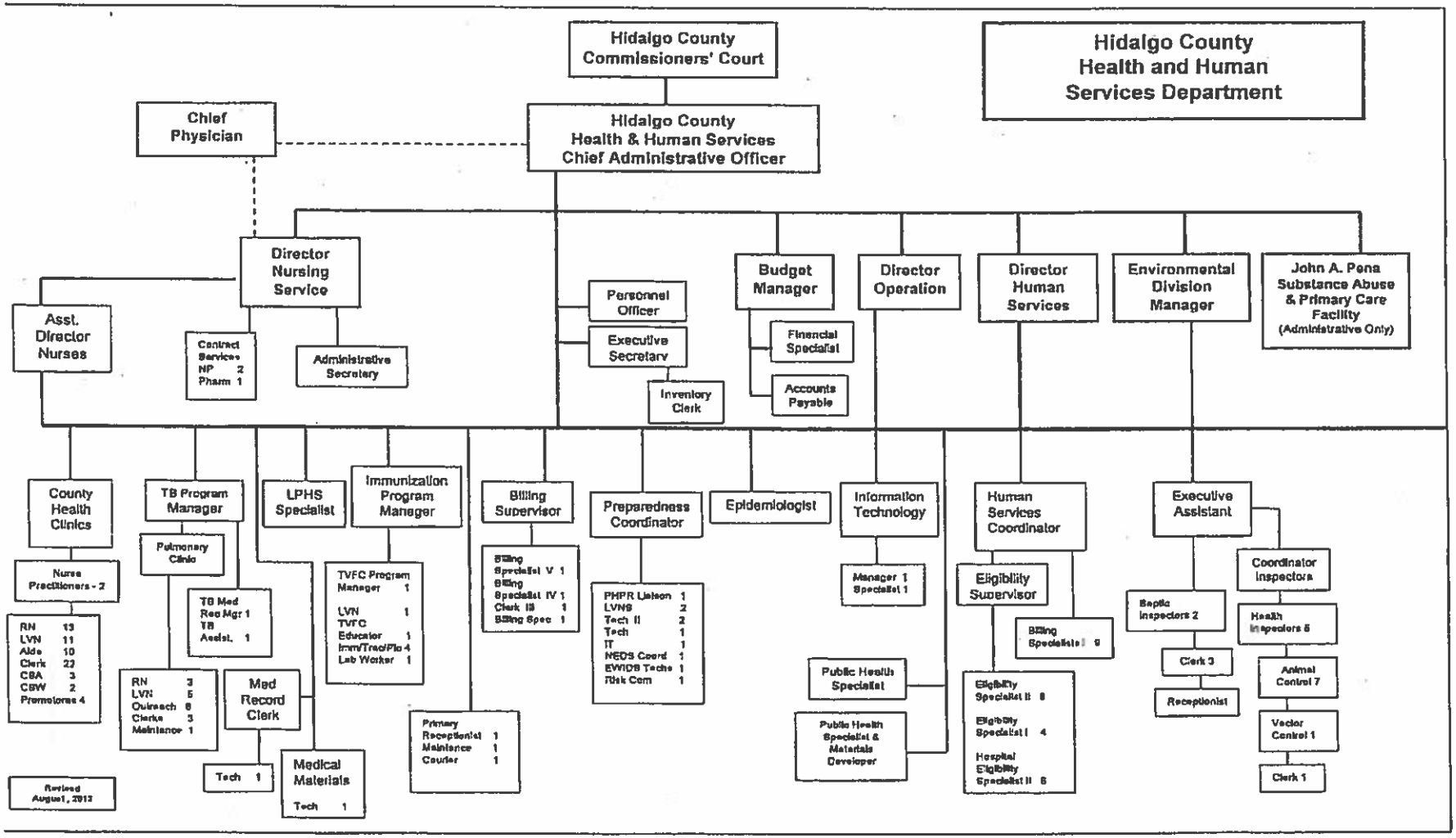
4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract out any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;

- System utilized to identify and monitor adverse outcomes;
- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.


Hidalgo County Commissioners' Court
Hidalgo County Health and Human Services Department
Chief Physician
Hidalgo County Health & Human Services Chief Administrative Officer
Director Nursing Service
Asst. Director Nurses
Contract Services NP 2 Pharm 1
Administrative Secretary
Personnel Officer
Executive Secretary
Inventory Clerk
Budget Manager
Financial Specialist
Accounts Payable
Director Operation
Director Human Services
Environmental Division Manager
John A. Pena Substance Abuse & Primary Care Facility (Administrative Only)
County Health Clinics
Nurse Practitioners - 2
RN 13
LVN 11
Aide 10
Clerk 22
CSA 3
CSW 2
Promotores 4
TB Program Manager
Pulmonary Clinic
TB Med Rec Mgr 1
TB Assist. 1
RN 3
LVN 5
Outreach 6
Clerks 3
Maintance 1
Med Record Clerk
Tech 1
LPHS Specialist
Medical Materials
Tech 1
Immunization Program Manager
TVFC Program Manager 1
LVN 1
TVFC Educator 1
Imm/Trac/Pio 4
Lab Worker 1
Primary Receptionist 1
Maintence 1
Courier 1
Billing Supervisor
Billing Specialist V 1
Billing Specialist IV 1
Clerk III 1
Billing Spec 1
Preparedness Coordinator
PHPR Liaison 1
LVNS 2
Tech II 2
Tech 1
IT 1
NEDS Coord 1
EWIDS Techs 1
Risk Com 1
Epidemiologist
Information Technology
Manager 1
Specialist 1
Public Health Specialist
Public Health Specialist & Materials Developer
Human Services Coordinator
Eligibility Supervisor
Billing Specialists I 9
Eligibility Specialist II 8
Eligibility Specialist I 4
Hospital Eligibility Specialist II 6
Executive Assistant
Septic Inspectors 2
Clerk 3
Receptionist
Coordinator Inspectors
Health Inspectors 5
Animal Control 7
Vector Control 1
Clerk 1
Revised August, 2012

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: Hidalgo County

This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form C-3 Guidelines).

If you provide services in counties located in different DSHS regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.

FY14 PROJECTED
Estimated Number of Unduplicated Clients

HSR: ☐ 1 ☐ 2/3 ☐4/5N ☐6/5S ☐ 7 ☐ 8 ☐9/10 √ 11	Pregnant Women	
	Number of Clients	Total $ Amount for all services provided
Prenatal Medical (include costs for laboratory and case management)	1027	$ 165,909.00
Prenatal Dental	-0-	$ -0-
GRAND TOTAL* Number of Clients and Dollars Requested	1027	$ 165,909.00
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐Yes √ No	Not currently a provider, but am interested in applying: ☐Yes √ No

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL SERVICES CEILING REQUEST AND PERFORMANCE MEASURES GUIDELINES

FORM C-3 must be used for Title V proposed prenatal medical and prenatal dental services only. The form reflects the estimated unduplicated number of Title V prenatal medical and/or prenatal dental eligible clients the respondent proposes to serve and the total amount estimated to be billed to the Title V Prenatal Medical Services program. Complete a separate FORM C-3 for each Health Service Region (HSR) in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Prenatal Medical services, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Prenatal Dental service enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Prenatal Medical & Prenatal Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM C-4: TITLE V PRENATAL MEDICAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Medical worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

FORM C-5: TITLE V PRENATAL DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Dental worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

Attachment G - Grantee's FY 2018 Renewal Application

Health and Human Services Commission

FORM A-1: FACE PAGE – FY18 Prenatal Medical and Prenatal Dental Renewal Application as authorized under Community Health Services (RFP # CHS/TV-0554.1)

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION

1) LEGAL BUSINESS NAME:	Hidalgo County
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):	**Check if address change** ☐
1304 S. 25th Ave Edinburg, Texas 78542	
3) PAYEE Name and Mailing Address (if different from above):	**Check if address change** ☐
Norma Garcia, County Treasurer, 2810 South Business Hwy 281, Edinburg, Texas 78542	
4) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) **or Social Security Number** (9 digit): **DUNS Number:**	74-6000717 10-311-0834

The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

5) Medicaid Provider Number:	1932146836	**OR**	**Date Medicaid Application Submitted & TMHP Ticket #:**

6) TYPE OF ENTITY (check all that apply):

☐	City	☐	Nonprofit Organization*	☐	Individual
☒	County	☐	For Profit Organization*	☐	FQHC
☐	Other Political Subdivision	☐	HUB Certified	☐	State Controlled Institution of Higher Learning
☐	State Agency	☐	Community-Based Organization	☐	Hospital
☐	Indian Tribe	☐	Minority Organization	☐	Private
		☐	Faith Based (Nonprofit Org)	☐	Other (specify):

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD:	**Start Date:**	09/01/2017	**End Date:**	08/31/2018

8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).

9) AMOUNT OF FUNDING	**V-PM & PD** $ 144,029.00	
		11) PROJECT CONTACT PERSON
10) PROJECTED	$ 2,700,000.00	Name: Eduardo Olivarez Phone: 956-383-6221 Fax: 956-383-3229 E-mail: eddie.olivarez@hchd.org
Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? ** Yes ☒ No ☐		**12) FINANCIAL OFFICER** Name: Raymundo Eufracio Phone: 956-318-2511 Fax: 956-318-2577 E-mail: ray.eufracio@auditor.co.hidalgo.tx.us

***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non project-related HHSC funds.*

Health and Human Services Commission

FORM A-1: FACE PAGE – FY18 Prenatal Medical and Prenatal Dental Renewal Application as authorized under Community Health Services (RFP # CHS/TV-0554.1)

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION			
1) LEGAL BUSINESS NAME:	Hidalgo County		
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):		**Check if address change**	☐
1304 S. 25th Ave Edinburg, Texas 78542			
3) PAYEE Name and Mailing Address (if different from above):		**Check if address change**	☐
Norma Garcia, County Treasurer, 2810 South Business Hwy 281, Edinburg, Texas 78542			
4) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) **or Social Security Number** (9 digit): **DUNS Number:**		74-6000717 10-311-0834	
The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.			
5) Medicaid Provider Number: 1932146836	**OR**	**Date Medicaid Application Submitted & TMHP Ticket #:**	

6) TYPE OF ENTITY (check all that apply):

☐	City	☐	Nonprofit Organization*	☐	Individual
☒	County	☐	For Profit Organization*	☐	FQHC
☐	Other Political Subdivision	☐	HUB Certified	☐	State Controlled Institution of Higher Learning
☐	State Agency	☐	Community-Based Organization	☐	Hospital
☐	Indian Tribe	☐	Minority Organization	☐	Private
		☐	Faith Based (Nonprofit Org)	☐	Other (specify):

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD:	**Start Date:**	09/01/2017	**End Date:**	08/31/2018

8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).

9) AMOUNT OF FUNDING	**V-PM & PD** $ 144,029.00
10) PROJECTED	$ 2,700,000.00

Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? **

Yes ☒ No ☐

***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non project-related HHSC funds.*

11) PROJECT CONTACT PERSON

Name:	Eduardo Olivarez
Phone:	956-383-6221
Fax:	956-383-3229
E-mail:	eddie.olivarez@hchd.org

12) FINANCIAL OFFICER

Name:	Raymundo Eufracio
Phone:	956-318-2511
Fax:	956-318-2577
E-mail:	ray.eufracio@auditor.co.hidalgo.tx.us

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: HHSC Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE		**Check if change** ☐	**14) SIGNATURE OF AUTHORIZED REPRESENTATIVE**
Name:	Ramon Garcia		
Title:	County Judge		**15) DATE**
Phone:	956-318-2600		
Fax:	956-318-2699		
E-mail:	ramon.garcia@co.hidalgo.tx.us		

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: HHSC Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE		Check if change ☐	14) SIGNATURE OF AUTHORIZED REPRESENTATIVE
Name:	Ramon Garcia		Ramon Garcia
Title:	County Judge		15) DATE
Phone:	956-318-2600		3/7/17
Fax:	956-318-2699		
E-mail:	ramon.garcia@co.hidalgo.tx.us		

APPROVED BY
COMMISSIONERS' COURT
ON: 3/7/17

FORM A-1: FACE PAGE INSTRUCTIONS

This form provides basic information about the respondent and the proposed project with the Health and Human Services Commission (HHSC), including the signature of the authorized representative. It is the cover page of the proposal and is required to be completed. Signature affirms the facts contained in the respondent's response are truthful and the respondent is in compliance with the assurances and certifications contained in **HHSC Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the respondent's proposal.

1. **LEGAL BUSINESS NAME** - Enter the legal name of the respondent.

2. **MAILING ADDRESS INFORMATION** - Enter the respondent's complete physical address and mailing address, city, county, state, and zip code.

3. **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with respondent to receive payment for services rendered by respondent and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the respondent. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4. **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The respondent acknowledges, understands and agrees the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.
   DUNS Number – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. . This number is required if receiving ANY federal funds and can be obtained at: http://fedgov.dnb.com/webform
5. **MEDICAID PROVIDER NUMBER OR DATE MEDICAID APPLICATION SUBMITTED** – Enter the Medicaid provider number used by the organization to bill Medicaid. If the organization does not have a Medicaid number, enter the date an application was submitted to obtain a Medicaid number and TMPH Ticket #.

6. **TYPE OF ENTITY** - The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Check all appropriate boxes that apply.
   - HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (economically disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the Comptroller's Texas Procurement and Support Services or another entity.
   - MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   - If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

7. **PROPOSED BUDGET PERIOD** - Enter the budget period for this proposal. Budget period is defined in the RFP.

8. **COUNTIES SERVED BY PROJECT** – Check off counties to be served from the list of Texas counties on Page 3 (below) and include behind the Face Page. Do not write counties on line 8. Do check the counties to be served on the counties list page.

9. **AMOUNT OF FUNDING** - Contractor to enter the contract award amount from the renewal application notice. The amount and the Grand Total of Form E must match.

10. **PROJECTED EXPENDITURES** - If respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year, respondent must arrange for a financial compliance audit (Single Audit).

11. **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and e-mail address of the person responsible for the proposed project.

12. **FINANCIAL OFFICER** - Enter the name, phone, fax, and e-mail address of the person responsible for the financial aspects of the proposed project.

13. **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and e-mail address of the person authorized to represent the respondent. Check the "Check if change" box if the authorized representative is different from previous submission to HHSC.

14. **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the respondent must sign in this blank.

15. **DATE** - Enter the date the authorized representative signed this form.

FORM B: Title V Prenatal Medical & Prenatal Dental Services, Texas Counties and Regions List in Alphabetical Order
Legal Business Name of Respondent:
COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐	4/5N	Collin	☐	2/3	Galveston	☐	6/5S
Andrews	☐	9/10	Collingsworth	☐	1	Garza	☐	1
Angelina	☐	4/5N	Colorado	☐	6/5S	Gillespie	☐	8
Aransas	☐	11	Comal	☐	8	Glasscock	☐	9/10
Archer	☐	2/3	Comanche	☐	2/3	Goliad	☐	8
Armstrong	☐	1	Concho	☐	9/10	Gonzales	☐	8
Atascosa	☐	8	Cooke	☐	2/3	Gray	☐	1
Austin	☐	6/5S	Coryell	☐	7	Grayson	☐	2/3
-B-			Cottle	☐	2/3	Gregg	☐	4/5N
Bailey	☐	1	Crane	☐	9/10	Grimes	☐	7
Bandera	☐	8	Crockett	☐	9/10	Guadalupe	☐	8
Bastrop	☐	7	Culberson	☐	9/10	**-H-**		
Baylor	☐	2/3	**-D-**			Hale	☐	1
Bee	☐	11	Dallam	☐	1	Hall	☐	1
Bell	☐	7	Dallas	☐	2/3	Hamilton	☐	7
Bexar	☐	8	Dawson	☐	9/10	Hansford	☐	1
Blanco	☐	7	Deaf Smith	☐	1	Hardeman	☐	2/3
Borden	☐	9/10	Delta	☐	4/5N	Hardin	☐	6/5S
Bosque	☐	7	Denton	☐	2/3	Harris	☐	6/5S
Bowie	☐	4/5N	DeWitt	☐	8	Harrison	☐	4/5N
Brazoria	☐	6/5S	Dickens	☐	1	Hartley	☐	1
Brazos	☐	7	Dimmit	☐	8	Haskell	☐	2/3
Brewster	☐	9/10	Donley	☐	1	Hemphill	☐	1
Briscoe	☐	1	Duval	☐	11	Henderson	☐	4/5N
Brooks	☐	11	**-E-**			Hidalgo	☒	11
Brown	☐	2/3	Eastland	☐	2/3	Hill	☐	7
Burleson	☐	7	Ector	☐	9/10	Hockley	☐	1
Burnet	☐	7	Edwards	☐	8	Hood	☐	2/3
-C-			Ellis	☐	2/3	Hopkins	☐	4/5N
Caldwell	☐	7	El Paso	☐	9/10	Houston	☐	4/5N
Calhoun	☐	8	Erath		2/3	Howard	☐	9/10
Callahan	☐	2/3	**-F-**	☐		Hudspeth	☐	9/10
Cameron	☐	11	Falls	☐	7	Hunt	☐	2/3
Camp	☐	4/5N	Fannin	☐	2/3	Hutchinson	☐	1
Carson	☐	1	Fayette	☐	7	**-I-**		
Cass	☐	4/5N	Fisher	☐	2/3	Irion	☐	9/10
Castro	☐	1	Floyd	☐	1	**-J-**		
Chambers	☐	6/5S	Foard	☐	2/3	Jack	☐	2/3
Cherokee	☐	4/5N	Fort Bend	☐	6/5S	Jackson	☐	8
Childress	☐	1	Franklin	☐	4/5N	Jasper	☐	4/5N
Clay	☐	2/3	Freestone	☐	7	Jeff Davis	☐	9/10
Cochran	☐	1	Frio	☐	8	Jefferson	☐	6/5S
Coke	☐	9/10	**-G-**			Jim Hogg	☐	11
Coleman	☐	2/3	Gaines	☐	9/10	Jim Wells	☐	11

Johnson	☐	2/3
Jones	☐	2/3
-K-		
Karnes	☐	8
Kaufman	☐	2/3
Kendall	☐	8
Kenedy	☐	11
Kent	☐	2/3
Kerr	☐	8
Kimble	☐	9/10
King	☐	1
Kinney	☐	8
Kleberg	☐	11
Knox	☐	2/3
-L-		
Lamar	☐	4/5N
Lamb	☐	1
Lampasas	☐	7
La Salle	☐	8
Lavaca	☐	8
Lee	☐	7
Leon	☐	7
Liberty	☐	6/5S
Limestone	☐	7
Lipscomb	☐	1
Live Oak	☐	11
Llano	☐	7
Loving	☐	9/10
Lubbock	☐	1
Lynn	☐	1
-M-		
Madison	☐	7
Marion	☐	4/5N
Mason	☐	9/10
Matagorda	☐	6/5S
Maverick	☐	8
McCulloch	☐	9/10
McLennan	☐	7
McMullen	☐	11
Medina	☐	8
Menard	☐	9/10
Midland	☐	9/10
Milam	☐	7
Mills	☐	7
Mitchell	☐	2/3
Montague	☐	2/3
Montgomery	☐	6/5S
Moore	☐	1
Morris	☐	4/5N
Motley	☐	1
-N-		
Nacogdoches	☐	4/5N
Navarro	☐	2/3
Newton	☐	4/5N
Nolan	☐	2/3
Nueces	☐	11
-O-		
Ochiltree		1
Oldham	☐	1
Orange	☐	6/5S
-P-	☐	
Palo Pinto	☐	2/3
Panola	☐	4/5N
Parker	☐	2/3
Parmer	☐	1
Pecos	☐	9/10
Polk	☐	4/5N
Potter	☐	1
Presidio	☐	9/10
-R-		
Rains	☐	4/5N
Randall	☐	1
Reagan	☐	9/10
Real	☐	8
Red River	☐	4/5N
Reeves	☐	9/10
Refugio	☐	11
Roberts	☐	1
Robertson	☐	7
Rockwall	☐	2/3
Runnels	☐	2/3
Rusk	☐	4/5N
-S-		
Sabine	☐	4/5N
San Augustine	☐	4/5N
San Jacinto	☐	4/5N
San Patricio	☐	11
San Saba	☐	7
Scurry	☐	2/3
Shackelford	☐	2/3
Shelby	☐	4/5N
Sherman	☐	1
Smith	☐	4/5N
Somervell	☐	2/3
Starr	☐	11
Stephens	☐	2/3
Sterling	☐	9
Stonewall	☐	2/3
Sutton	☐	9/10
Swisher	☐	1
-T-	☐	
Tarrant	☐	2/3
Taylor	☐	2/3
Terrell	☐	9/10
Terry	☐	1
Throckmorton	☐	2/3
Titus	☐	4/5N
Tom Green	☐	9/10
Travis	☐	7
Trinity	☐	4/5N
Tyler	☐	4/5N
-U-		
Upshur	☐	4/5N
Upton	☐	9/10
Uvalde	☐	8
-V-		
Val Verde	☐	8
Van Zandt	☐	4/5N
Victoria	☐	8
-W-		
Walker	☐	6/5S
Waller	☐	6/5S
Ward	☐	9/10
Washington	☐	7
Webb	☐	11
Wharton	☐	6/5S
Wheeler	☐	1
Wichita	☐	2/3
Wilbarger	☐	2/3
Willacy	☐	11
Williamson	☐	7
Wilson	☐	8
Winkler	☐	9/10
Wise	☐	2/3
Wood	☐	4/5N
-Y-		
Yoakum	☐	1
Young	☐	2/3
-Z-		
Zapata	☐	11
Zavala	☐	8

FORM C: CONTACT PERSON INFORMATION
TITLE V PRENATAL MEDICAL SERVICES

Legal Business Name of Respondent: Hidalgo County

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. Complete all information for all contacts within your agency. Mark N/A if a contact does not apply to your agency. *All phone numbers should be a direct line to the designated individual.* *If any of the following information changes during the term of the contract, please send written notification to the Contract Manager in the **Contract Management Unit.***

Please ensure that all information is accurate.

Executive Director:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer	1304 S. 25th Ave
Phone:	956-383-6221 Ext. 7211	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	eddie.olivarez@hchd.org	
Medical Director:	Ivan Melendez, M.D.	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Physician	1304 S. 25th Ave
Phone:	956-383-6221 Ext.	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	planetmed4@gmail.com	
Program Coordinator:	Connie Sanchez, RN	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director of Clinical Care Services	1304 S. 25th Ave
Phone:	956-383-6221 Ext.7212	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	connie.sanchez@hchd.org	
Financial Officer:	Mike Escaname	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Budget Manager	1304 S. 25th Ave
Phone:	956-383-6221 Ext. 7210	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	mike.escaname@hchd.org	
Quality Assurance Contact:	Connie Sanchez, RN	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director of Clinical Care Services	1304 S. 25th Ave
Phone:	956-383-6221 Ext. 7212	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	connie.sanchez@hchd.org	
Billing Contact:	Maveli Martinez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Health Services Billing Supervisor	1304 S. 25th Ave
Phone:	956-383-6221 Ext. 7392	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	maveli.martinez@hchd.org	
Public Information Contact*:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer	1304 S. 25th Ave
Phone:	956-383-6221 Ext. 7211	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	eddie.olivarez@hchd.org	

*Will be provided as referral information to the public by 2-1-1, the DSHS/HHSC website, and other health information resources.

FORM C: CONTACT PERSON INFORMATION
TITLE V PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: N/A

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Billing Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	

Fax:		
E-mail:		

		Mailing Address (incl. street, city, county, state, & zip):
Public Information Contact*:		
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS/HHSC website, and other health information resources.

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 1 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐		☐	PHC	☐	HTW	☐	Epilepsy	
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours					
	☒	V – Child Health	☒	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	☒	No							
Clinic Name to Appear on Website Locator:	HCHHSD- Edinburg Clinic										
Contact Person:	Laura Martinez, RN				Phone:	956-318-2040					
Location of Site:	3105 E. Richardson				Fax:	956-316-3491					
Street Address:	3105 E. Richardson										
City:	Edinburg		County:	Hidalgo	Zip Code:	78541	HSR:	11			
Pharmacy License #:	07182	TPI #:	139351611	NPI#:	1932146636						

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	Morning	7:30	12:00	Child Health Clinic, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	Morning	7:30	12:00	Pregnancy Tests, Prenatal Intakes & Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Prenatal Medical and Prenatal Dental Services	
☒ Appointment scheduling on site	☒ Site does client intake and/or eligibility determination
☒ Prenatal Medical services provided on site	☒ Enrolled as a CHIP Perinatal Provider
☐ Prenatal Dental services provided on site	☒ Enrolled as a Medicaid Provider

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 2 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐		☐	PHC	☐	HTW	☐	Epilepsy	
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours					
	☒	V – Child Health	☒	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	☒	No							
Clinic Name to Appear on Website Locator:	HCHHSD- Elsa Clinic										
Contact Person:	Elva Murphy, RN				Phone:	956-262-1141					
Location of Site:	708 Edinburg St.				Fax:	956-262-7842					
Street Address:	708 Edinburg St.										
City:	Elsa		County:	Hidalgo	Zip Code:	78538	HSR:	11			
Pharmacy License #:	07182	TPI #:	139350609	NPI#:	1932146636						

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	8:00	12:00	Family Planning Intakes & Returns, Immunizations, Newborn, Assessments & TB Visits	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
TUESDAY	Morning	8:00	12:00	Child Health Clinic, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
WEDNESDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	Morning	8:00	12:00	Immunizations, Family Planning Clinic, Rx's & Pregnancy Tests	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
FRIDAY	Morning	8:00	12:00	Maternity Intakes, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Prenatal Medical and Prenatal Dental Services	
☒ Appointment scheduling on site	☒ Site does client intake and/or eligibility determination
☒ Prenatal Medical services provided on site	☒ Enrolled as a CHIP Perinatal Provider
☐ Prenatal Dental services provided on site	☒ Enrolled as a Medicaid Provider

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 3 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐		☐	PHC	☐	HTW	☐	Epilepsy	
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours					
	☒	V – Child Health	☒	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	☒	No							
Clinic Name to Appear on Website Locator:	HCHHSD- Hidalgo Clinic										
Contact Person:	Norma Garza, RN				Phone:	956-843-7463					
Location of Site:	702 E. Texano				Fax:	956-843-7762					
Street Address:	702 E. Texano										
City:	Hidalgo	County:	Hidalgo	Zip Code:	78557	HSR:	11				
Pharmacy License #:	07182	TPI #:	139350610	NPI#:	1932146636						

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	HOURS OF OPERATION To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	8:00	12:00	Immunizations, Family Planning Rx's & TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
TUESDAY	Morning	8:00	12:00	Child Health Clinic, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
WEDNESDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	Morning	8:00	12:00	Family Planning Intakes & Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
FRIDAY	Morning	8:00	12:00	Prenatal Intakes, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Prenatal Medical and Prenatal Dental Services	
☒ Appointment scheduling on site	☒ Site does client intake and/or eligibility determination
☒ Prenatal Medical services provided on site	☒ Enrolled as a CHIP Perinatal Provider
☐ Prenatal Dental services provided on site	☒ Enrolled as a Medicaid Provider

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 4 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐		☐	PHC	☐	HTW	☐	Epilepsy	
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours					
	☒	V – Child Health	☒	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	☒	No							
Clinic Name to Appear on Website Locator:	HCHHSD- McAllen Clinic										
Contact Person:	Victoria Garza, RN				Phone:	956-682-6155					
Location of Site:	300 E. Hackberry				Fax:	956-618-5979					
Street Address:	300 E. Hackberry										
City:	McAllen	County:	Hidalgo	Zip Code:	78501	HSR:	11				
Pharmacy License #:	07182	TPI #:	139350605	NPI#:	1932146636						

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	12:00	STD Clinic, Immunizations, TB Visits & Prenatal Intakes	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	Morning	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Prenatal Medical and Prenatal Dental Services	
☒ Appointment scheduling on site	☒ Site does client intake and/or eligibility determination
☒ Prenatal Medical services provided on site	☒ Enrolled as a CHIP Perinatal Provider
☐ Prenatal Dental services provided on site	☒ Enrolled as a Medicaid Provider

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 5 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐		☐	PHC	☐	HTW	☐	Epilepsy	
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours					
	☒	V – Child Health	☒	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	☒	No							
Clinic Name to Appear on Website Locator:	HCHHSD- Mission Clinic										
Contact Person:	Cecilia Lopez, RN				Phone:	956-585-2461					
Location of Site:	211 N. Schuerbach Rd. Ste.1				Fax:	956-585-7144					
Street Address:	211 N. Schuerbach Rd. Ste.1										
City:	Mission		County:	Hidalgo	Zip Code:	78572	HSR:	11			
Pharmacy License #:	07182	TPI #:	139350612	NPI#:	1932146636						

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	Morning	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Prenatal Medical and Prenatal Dental Services	
☒ Appointment scheduling on site	☒ Site does client intake and/or eligibility determination
☒ Prenatal Medical services provided on site	☒ Enrolled as a CHIP Perinatal Provider
☐ Prenatal Dental services provided on site	☒ Enrolled as a Medicaid Provider

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 6 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐		☐	PHC	☐	HTW	☐	Epilepsy	
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours					
	☒	V – Child Health	☒	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	☒	No							
Clinic Name to Appear on Website Locator:	HCHHSD- Pharr Clinic										
Contact Person:	Hermelinda Lopez, RN				Phone:	956-787-1531					
Location of Site:	300 W. Hall Acres				Fax:	956-787-6310					
Street Address:	300 W. Hall Acres										
City:	Pharr	County:	Hidalgo	Zip Code:	78577	HSR:	11				
Pharmacy License #:	07182	TPI #:	139350604	NPI#:	1932146636						

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	Morning	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Prenatal Medical and Prenatal Dental Services	
☒ Appointment scheduling on site	☒ Site does client intake and/or eligibility determination
☒ Prenatal Medical services provided on site	☒ Enrolled as a CHIP Perinatal Provider
☐ Prenatal Dental services provided on site	☒ Enrolled as a Medicaid Provider

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 7 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐		☐	PHC	☐	HTW	☐	Epilepsy	
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours					
	☒	V – Child Health	☒	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	☒	No							
Clinic Name to Appear on Website Locator:	HCHHSD- Weslaco Clinic										
Contact Person:	Elva Murphy, RN				Phone:	956-968-7541					
Location of Site:	1901 N. Bridge				Fax:	956-968-0085					
Street Address:	1901 N. Bridge										
City:	Weslaco	County:	Hidalgo	Zip Code:	78596	HSR:	11				
Pharmacy License #:	07182	TPI #:	139350607	NPI#:	1932146636						

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	Morning	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	Morning	8:00	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	5:00	5:30		
	Evening (After 5 PM)				
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Prenatal Medical and Prenatal Dental Services	
☒ Appointment scheduling on site	☒ Site does client intake and/or eligibility determination
☒ Prenatal Medical services provided on site	☒ Enrolled as a CHIP Perinatal Provider
☐ Prenatal Dental services provided on site	☒ Enrolled as a Medicaid Provider

FORM D: CLINIC SITE FORM INSTRUCTIONS

Complete a separate Clinic Site Form for each clinic site. Information provided on clinic site forms is used to update DSHS/HHSC websites and public databases, therefore, each clinic form must contain current and accurate information.

Legal Name of Respondent	Respondent's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Service Area	List counties served by that specific clinic site, NOT all counties served by the whole project.
Funding Sources Used to Support this Clinic	From the sources listed, check all sources of funds used to support that specific clinic site.
Subcontractor Site	For each clinic site, indicate whether that particular site is subcontracted by the respondent to another entity for the provision of services.
Clinic Name to Appear on Website Locator	State the name of the clinic as it will appear on the DSHS/HHSC website locator. (The name should be recognizable to clients.)
Contact Person	Name of contact person for that clinic site.
Phone	Phone number for the clinic.
Location of Site	Clinic location (e.g., Texas Medical Center/Smith Tower)
Fax	Fax number for the clinic.
Street Address	Physical address of clinic.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Pharmacy License #	Pharmacy license number for the clinic (if applicable); otherwise put N/A for Not Applicable.
TPI#	Texas Provider Identifier # for the clinic (if applicable), otherwise N/A.
NPI#	National Provider Identifier # for the clinic (if applicable), or N/A.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of each clinic site for each day of the week broken into morning (e.g., 8:00 a.m. – Noon), afternoon (e.g. 12:01 p.m. – 5:00 p.m.), and evening hours (e.g., 5:01 p.m. – 8:00 p.m.). Indicate days of the week when the clinic is closed (e.g. Tuesday – closed).
Services Provided/Clinic Type	List the type of services provided or type of clinic for each day of the week. For example, Monday = child health clinic, Wednesday = dental clinic, etc. **Legend** -CH-child health, CD-child dental, PM-prenatal medical, PD-prenatal dental.
# Monthly Clinics	List the total number of clinics each month by the day of the week, e.g., Monday = 4 clinics per month; Tuesday = 0 clinics per month, etc.
Total Hours/Month	List the total number of hours of operation per month for each clinic site (e.g., Clinic Site 1 = 128 hours per month; Clinic Site 2 = 160 hours per month, etc.)
Total # Clinics Per Month	List the total number of clinics held per month per clinic site (e.g., Clinic Site 1 = 16, Clinic Site 2 = 20, etc.)

PROGRAM SPECIFICS:

This section of the clinic site form includes questions related to specific HHSC programs. Check the appropriate boxes to indicate what specific services are provided at each clinic site. Services generally vary between clinic sites, so it is essential that accurate service information is reported by respondent in order for HHSC to appropriately monitor services provided. *Important: Any changes in clinic information must be reported in writing to the appropriate HHSC Contract Manager in a timely manner. Programmatic or operational changes must be made in accordance with requirements outlined in the HHSC General Provisions at http://www.dshs.state.tx.us/grants/gen-prov.shtm.*

FORM E: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: Hidalgo County

	This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form E Guidelines). If you provide services in counties located in different HHSC regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.
	FY18 PROJECTED **Estimated Number of Unduplicated Clients**

HSR:	☐ 1	☐ 2/3		Pregnant Women
☐ 4/5N	☐ 6/5S	☐ 7		
☐ 8	☐ 9/10	☒ 11		

	Number of Clients	Average Cost Per Client	Total $ Amount for all services provided
Prenatal Medical (include costs for laboratory and case management)	688	$209.34	$144,029.00
Prenatal Dental	0	$0	$0
GRAND TOTAL Number of Clients and Dollars	688	$209.34	$144,029.00
Will Copay be Assessed?	☒Yes ☐No		
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐Yes ☐No		Not currently a provider, but am interested in applying: ☐Yes ☒No

FORM E: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL SERVICES CEILING REQUEST AND PERFORMANCE MEASURES GUIDELINES

FORM E must be used for Title V proposed prenatal medical and prenatal dental services only. The form states the estimated unduplicated number of the Title V prenatal medical and/or prenatal dental eligible clients the respondent proposes to serve and the amount to be billed to the Title V Prenatal Medical & Prenatal Dental Services Program. The Grand Total dollars is the contract award amount on the renewal application notice.

Complete a separate FORM E for each Health Service Region in which services will be provided.

For blocks 1-8, note the block number, its instructions below, and location con the form.
Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. Block 8: Enter your **contract award amount** from the renewal application notice. This must match the Amount of Funding on Form A-1: Face Page, #9.

3. Blocks 3 and 6: Divide the amount in block 8 between blocks 3 and 6 for services provided. **Note:** Blocks 3 and 6 added together equal block 8.

4. Block 1: Divide amount in block 3 by your average cost per client in block 2 to determine Number of Prenatal Medical Clients.

5. Block 4: Divide amount in block 6 by your average cost per client in block 5 to determine Number of Prenatal Dental Clients.

6. Block 7: Add blocks 1 and 4 and place the grand total number of clients in this block.

7. Indicate whether respondent will be assessing copay by checking "Yes" or "No".

8. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM F: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES GUIDELINES

☐ Updated Organization chart attached

Contractors should describe their plans for service delivery (work plan) answering in full the questions below. Work plans should be submitted as a separate attachment along with their renewal application. Contractors do not need to repeat the question with their response.

Contractors should note any changes in their work plan document, from the FY14 Competitive RFP, in a different color font so that modifications can be easily identified by HHSC.

A maximum of six (6) pages may be submitted for the work plan.

1. Summarize the proposed **prenatal medical and/or prenatal dental** services and how respondent will assist patient with the CHIP Perinatal Program application process. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe delivery systems, workforce (attach organizational chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe process of assessing risk factors associated with family violence, substance abuse and mental health needs.

4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract out any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;
   - System utilized to identify and monitor adverse outcomes;
   - Process for identifying performance and outcome measures; and
   - Process utilized to develop protocols and Standing Delegation Orders.

8. Describe agency's process in preparing for the release of a web-based system, **Integrated Business Information System (IBIS).** This system will do the process of client screening for eligibility and claims reimbursement. PC requirement for IBIS is a broadband connection capable of running the Internet Explorer web browser version 8.0 or higher. Document needs identified and action steps to address those needs before the IBIS launch date in FY18.

FORM F: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: Respondent: Hidalgo County

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

1. The Hidalgo County Health and Human Services Department will continue to provide Prenatal Care Services to uninsured and underinsured clients at all seven (7) clinics located throughout Hidalgo County. The department does not propose to provide Prenatal Services outside the Hidalgo County area. The department clerical staff continues to assist prenatal clients in completing and submitting CHIP applications on their prenatal intake day.
2. The Hidalgo County Health and Human Services Department (HCHHSD) has provided prenatal services for more than 33 years to the indigent residents of Hidalgo County. HCHHSD also receives state and local funds (County) to support prenatal services. The HCHHSD funds are monitored closely by the Budget Manager to ensure Prenatal Services are provided on an ongoing basis each year. The HCHHSD will continue to provide prenatal health care services, as per DSHS Title V Prenatal Services Guidelines. The HCHHSD conducts Prenatal Services under the guidance of a Chief Physician. This Chief Physician and Practitioners update standing delegations orders yearly and provide staff education and quality assurance activities on an on going basis to all nursing staff. The HCHHSD has 7 clinics throughout the county that facilitate client accessibility for Prenatal Services. Each clinic is staffed with RN's, LVN's and support staff. The Chief Physician and Practitioners are accessible to the clinic nurses to ensure Prenatal Services are provided to clients safely, timely, and as per DSHS/HCHHSD Policies and Procedures. The HCHHSD utilizes an EMR System for client data entry and reports; and, for screening and eligibility; and the Imm Trac Registry for vaccine documentation. The HCHHSD adheres to the confidentiality policy (HIPAA) for all of these programs. The department utilizes county funds to promote the clinic services thru PSA's in TV, radio & newspaper. Also, the department's educators promote and educate the community on the services provided, specifically Prenatal Services, in Health Fairs, community group presentations and coalition meetings. The HCHHSD also partners with the South Texas Promotora Association (STPA) Promotora's in promoting Prenatal Care Services to the community. In addition, the HCHHSD partners with local providers in assisting prenatal clients with medical health care needs and social needs. These providers include private physicians that provide delivery services, Nuestra Clinica del Valle and El Milagro Clinic. Hidalgo County Indigent Health Care and State Department of Human Services assist in providing financial support. DSHS support continues to be essential to the HCHHSD to continue providing prenatal services to the population in need in Hidalgo County.
3. The HCHHSD screens each prenatal client for family violence, substance abuse, and mental needs in every client visit; by collecting history (client/family) and conducting the physical assessment.
4. The HCHHSD partners with local providers (FQHC's) in referring prenatal clients for medical health care needs. The HCHHSD continues to be the only agency that provides prenatal services to the uninsured at no cost. Every prenatal client and family seen at the department are screened for resources and referred accordingly. This includes referring families to the internal department, Human Services Division for medical financial assistance. In addition, the clients eligible and approved for the CHIP Prenatal Program are referred to a provider of their choice for delivery services. The department nursing staff assist in the follow-up of the post-partum client and the newborn for Child Health & Family Planning services after delivery. The HCHHSD also has a LBSW on staff that assist and provide case management services to children and families in need.
5. The HCHHSD nursing & support staff are all bilingual (English & Spanish). The HCHHSD also contract with South Texas Interpreters for the Deaf LLC and Language Line Contract Services Inc. to clients needing interpreting services. Also, all of the HCHHSD clinics are ADA compliant and are located throughout the county providing accessibility to the community in need. In addition, the department provides some extended hours to accommodate working families. Overall, the department assesses the client's family's needs yearly thru client satisfaction surveys to improve service delivery.
6. The HCHHSD does not plan to sub-contract Title V services during this contract period.
7. The Quality Assurance/Quality Improvement (QA/QI) process for the HCHHSD is as follows:
    a. The role of the QA Committee is to write and monitor the Quality Assurance Plan of the HCHHSD. The members of the committee include the RN Supervisors, Clerk Managers, Practitioners, LBSW, Chief Physician, Chief Administrative Officer, Billing Supervisor, Director of Clinical Care Services (DCCS) & Assistant Director of Clinical Care Services (ADCCS).
    b. The Chief Physician's role is to review and update the department's Standing Delegation Orders yearly and as needed.

c. The assigned QA Committee members conduct on site observation of services and client staff interactions provided by clinic staff for all programs at least quarterly; and, by using the appropriate observation tool. Findings and recommendations are reported to the committee at the next Committee meeting. The Committee conducts client record reviews (audits) from all programs and clinics to evaluate compliance of standards, Standing Delegation Orders, Policies and Procedures.

d. The Committee review records that are not compliant with Standards of Conduct appropriate actions as recommended on the record audit tool corrective action plan and follow up plan. The Committee evaluates the observations and record audit findings to determine staff development needs. The QA Committee also evaluates client records for compliance of Nursing Standards and refer to the Peer Review Committee, as applicable.

e. The HCHHSD DCCS ensures client satisfaction surveys are conducted at all Health Department Clinics at least yearly. The summarized report is reviewed with the QA Committee on the next quarterly meeting. The Committee utilizes these findings to assure that quality and appropriate services are provided at all the health department clinics.

f. The HCHHSD DCCS and the Chief Physician review all written client and providers complaints, as well as all adverse outcomes in the clinic setting and develop a safeguard to prevent recurrence. Adverse outcomes are written in the appropriate incident report form and a conference with the provider is conducted, with plan of action written, and correction date set. The Committee conducts follow up on recommendations made to ensure resolution of problems:

1. Recommendations to record audits.
2. Recommendations to adverse outcomes.

The committee assures standards compliance and address recurrent deficiencies by providing necessary educational training, in-services, and management functions expeditiously to nursing and support staff to correct problems identified. Monitoring of all clinics services are conducted by the DCCS & ADCCS to all the clinics on a quarterly basis. The Committee recommends administrative action if the deficiencies continue.

g. The HCHHSD Chief Physician and department Practitioners maintain department Standing Delegation Orders current. This staff ensures that they stay updated on medical practices/standards by attending trainings, conferences and researching medical information. The HCHHSD Chief Physician and Practitioners also refer to and ensure that Standing Delegation Orders are within CDC and DSHS Guidelines.

8. HCHHSD has a fully functional IT Division. Once DSHS releases additional information on the availability of the IBIS system, the HCHHSD I.T. Director and division staff will facilitate the training of appropriate staff on the IBIS system's functionality, access, security and processes. The accessibility of an IBIS help desk for technical systems support would be most helpful, once the IBIS system is implemented.

FORM G: Title V Prenatal Medical and Prenatal Dental Subcontractor Information

Complete a separate Title V Subcontractor Information Form for each subcontractor. Please provide the following information on the subcontractor(s) that provide direct services to HHSC Title V Child Health and Dental clients. A subcontractor is one who does all or part of the work required in the original contract. Meaning our contractor would reimburse the subcontractor for the services provided with the reimbursement rate or agreed amount.

☒ **This form is not applicable because we do not subcontract Title V services.**

Subcontractor Name:			
	Contact Name:		
	Subcontractor's Physical Address (incl. street, city, county, state, & zip):		
	Subcontractor's Mailing Address (incl. street, city, county, state, & zip):		
Phone:			Ext.
Fax:			
Contact Email:			

FORM H: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: Respondent: Hidalgo County

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Health and Human Services Commission (HHSC) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.
2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.
3. Return 100% of any generated program income to the Title V program that generated the funds.
4. Provide services regardless of client's inability to pay.
5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.
6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.
7. Provide HHSC with access to all data gathered or generated.
8. Agree to share data/information generated by the project, within constraints of confidentiality, with HHSC, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.
9. Grant HHSC rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.
10. Make available for HHSC review, all promotional materials/media to be disseminated in conjunction with this Title V project.
11. Comply with all applicable Title V policies, procedures, and regulations.
12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.
13. Establish orientation and in-service training plan for all project personnel for skills development to include eligibility, billing, and Integrated Business Information System (IBIS) data entry and/or continuing education based on an assessment of training needs.
14. Ensure that Title V medical services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.
15. Ensure that Title V dental services will be performed under the supervision, direction and responsibility of a qualified licensed dentist, and current procedures and Standing Delegation Orders are in place.
16. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.
17. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps online education modules and maintain documentation that the required modules were completed prior to providing checkup services.

Authorized Signature **Date**

FORM H: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: Respondent: Hidalgo County

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Health and Human Services Commission (HHSC) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.
2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.
3. Return 100% of any generated program income to the Title V program that generated the funds.
4. Provide services regardless of client's inability to pay.
5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.
6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.
7. Provide HHSC with access to all data gathered or generated.
8. Agree to share data/information generated by the project, within constraints of confidentiality, with HHSC, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.
9. Grant HHSC rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.
10. Make available for HHSC review, all promotional materials/media to be disseminated in conjunction with this Title V project.
11. Comply with all applicable Title V policies, procedures, and regulations.
12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.
13. Establish orientation and in-service training plan for all project personnel for skills development to include eligibility, billing, and Integrated Business Information System (IBIS) data entry and/or continuing education based on an assessment of training needs.
14. Ensure that Title V medical services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.
15. Ensure that Title V dental services will be performed under the supervision, direction and responsibility of a qualified licensed dentist, and current procedures and Standing Delegation Orders are in place.
16. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.
17. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps online education modules and maintain documentation that the required modules were completed prior to providing checkup services.

Ramon Garcia
Authorized Signature

3/7/17
Date

APPROVED BY COMMISSIONERS' COURT ON: 3/7/17 AHD

TEXAS
Health and Human Services

FORM I: CHILD SUPPORT CERTIFICATION
(Required for all Respondents EXCEPT Non-profit and Governmental Entities)

Child Support Certification

The Texas Family Code, §231.006, VTCA places certain restrictions on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified below is not a governmental entity or a nonprofit corporation and certifies to the following:

1. The contractor is: (check one)

   ☐ An individual or sole proprietor, or

   ☐ A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

2. The contractor certifies the following is a complete list of the names and social security numbers of either (A) the individual or sole proprietor who is the contractor or (B) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity: (attach additional sheet if necessary).

   (A) Printed Name: _____
   Social Security Number: _____
   (B) Printed Name: _____
   Social Security Number: _____

3. Under the Texas Family Code, §231.006, VTCA the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

4. Printed Name of Contractor: _____
   Printed Name of Authorized Representative: _____
   Signing this Certification: _____
   Signature of Authorized Representative: _____
   Date: _____

FORM A-6: CHILD SUPPORT CERTIFICATION
GUIDELINES

Form A-6 is required by Texas Family Code, §231.006, and is designed to certify that anyone applying for funds under this RFP is not a child support obligor (a person who is more than 30 days delinquent). This form is applicable to for-profit corporations, sole proprietors, individuals and partnerships. This form is NOT applicable to Governmental entities and non-profit corporations. These types of entities do not need to complete the form.

PROGRAM SPECIFIC APPENDICES

Appendix A: Attached Title V Prenatal Medical Worksheet

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the Renewal Application. The Title V Prenatal Medical worksheet is attached for informational purposes in order to assist respondents in completing Form E. ***The worksheet should not be returned with the application.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY18 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY18 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

Appendix B: Attached Title V Prenatal Dental Worksheet

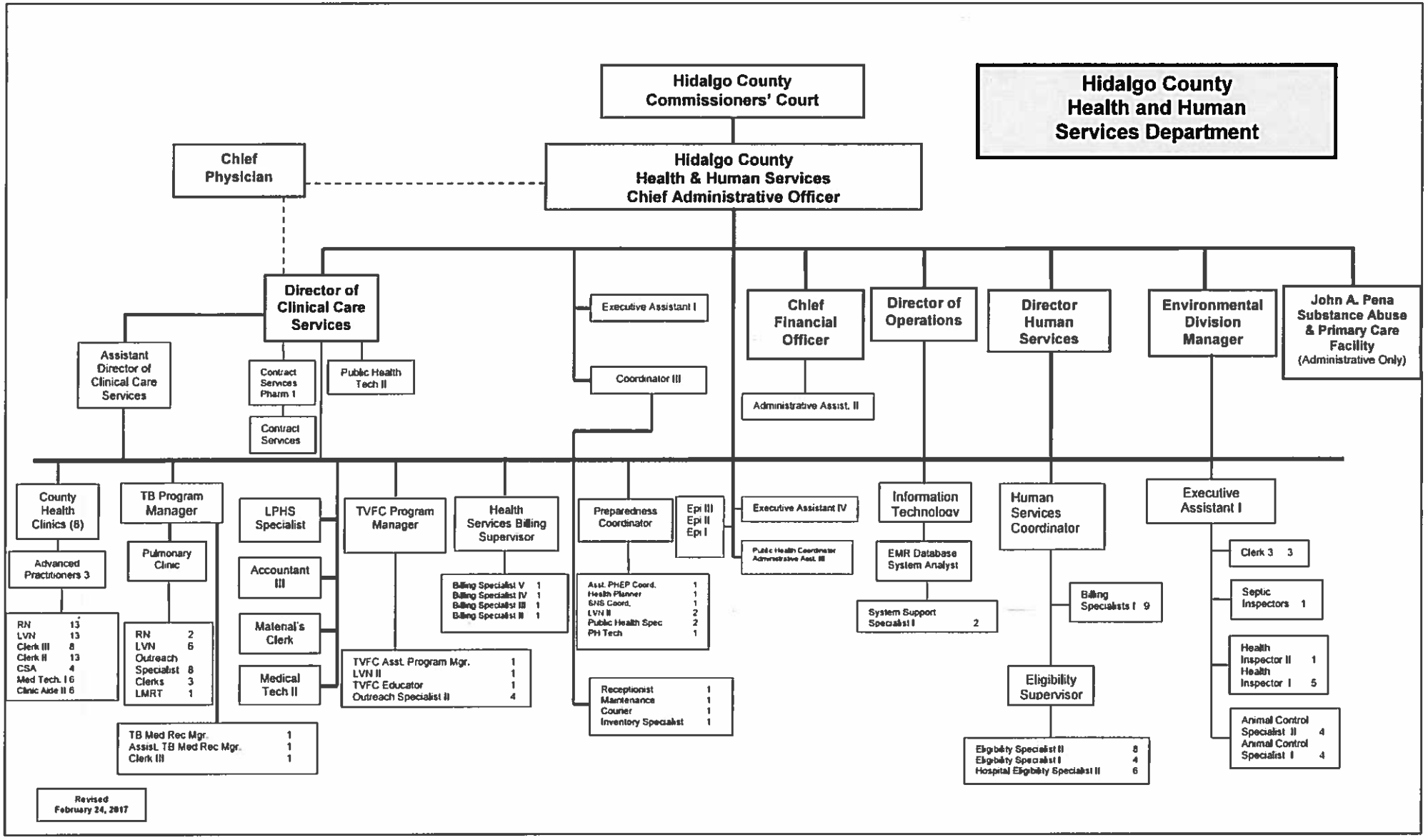
Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. The Title V Prenatal Dental worksheet is attached for informational purposes in order to assist respondents in completing Form E. ***The worksheet should not be returned with the application.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY18 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY18 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.


Hidalgo County Commissioners' Court
Hidalgo County Health and Human Services Department
Chief Physician
Hidalgo County Health & Human Services Chief Administrative Officer
Director of Clinical Care Services
Executive Assistant I
Chief Financial Officer
Director of Operations
Director Human Services
Environmental Division Manager
John A. Pena Substance Abuse & Primary Care Facility (Administrative Only)
Assistant Director of Clinical Care Services
Contract Services Pharm I
Public Health Tech II
Contract Services
Coordinator III
Administrative Assist. II
County Health Clinics (8)
TB Program Manager
LPHS Specialist
TVFC Program Manager
Health Services Billing Supervisor
Preparedness Coordinator
Epi III
Epi II
Epi I
Executive Assistant IV
Information Technology
Human Services Coordinator
Executive Assistant I
Advanced Practitioners 3
Pulmonary Clinic
Accountant III
Maternal's Clerk
Medical Tech II
Public Health Coordinator Administrative Asst. III
EMR Database System Analyst
Billing Specialists I 9
Clerk 3 3
Septic Inspectors 1
RN 13
LVN 13
Clerk III 8
Clerk II 13
CSA 4
Med Tech. I 6
Clinic Aide II 6
RN 2
LVN 6
Outreach Specialist 8
Clerks 3
LMRT 1
Billing Specialist V 1
Billing Specialist IV 1
Billing Specialist III 1
Billing Specialist II 1
Asst. PHEP Coord. 1
Health Planner 1
EMS Coord. 1
LVN II 2
Public Health Spec 2
PH Tech 1
System Support Specialist I 2
TVFC Asst. Program Mgr. 1
LVN II 1
TVFC Educator 1
Outreach Specialist II 4
Receptionist 1
Maintenance 1
Courier 1
Inventory Specialist 1
Eligibility Supervisor
Health Inspector II 1
Health Inspector I 5
Animal Control Specialist II 4
Animal Control Specialist I 4
TB Med Rec Mgr. 1
Assist. TB Med Rec Mgr. 1
Clerk III 1
Eligibility Specialist II 8
Eligibility Specialist I 4
Hospital Eligibility Specialist II 6
Revised February 24, 2017

Attachment H – General Affirmation

ATTACHMENT H
GENERAL AFFIRMATIONS

By entering into this Contract, Contractor affirms, without exception, as follows:

1. Contractor represents and warrants that these General Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, Subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract.

2. Contractor represents and warrants that all statements and information provided to the System Agency are current, complete, and accurate. This includes all statements and information relating in any manner to this Contract and any solicitation resulting in this Contract.

3. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

4. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

5. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

6. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

7. Under Section 231.006, Texas Family Code (relating to delinquent child support), Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

8. Contractor certifies that: (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.

9. Contractor certifies that it, its principals, its Subcontractors, and any personnel designated to perform services related to this Contract are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.

10. Contractor certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at **https://www.sam.gov/portal/public/SAM/**, which Contractor may review in making this certification. Contractor acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.

ATTACHMENT
GENERAL AFFIRMATIONS

11. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Contractor certifies that it (1) is not the executive head of the System Agency; (2) was not at any time during the past four years the executive head of the System Agency; and (3) does not employ a current or former executive head of the System Agency.

12. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

13. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

14. Contractor represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.

15. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.

16. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the System Agency who during the period of state service or employment participated on behalf of the System Agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the officer's or employee's service or employment with the System Agency ceased.

17. Contractor understands that the System Agency does not tolerate any type of fraud. The System Agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud including, but not limited to, HHS Circular C-027.

18. Contractor represents and warrants that it has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Contractor hereby assigns to System Agency any claims for overcharges associated with this Contract under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*

19. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included numbered paragraph 1 of these General Affirmations within the five (5) calendar years immediately preceding the execution of this Contract that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to the System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering

into this Contract. In addition, Contractor represents and warrants that it shall notify the System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the System Agency shall constitute breach of contract and may result in immediate termination of this Contract.

20. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

21. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statues, codes, and other laws that pertain to this Contract.

22. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind Contractor.

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Attachment I – Supplemental Conditions

ATTACHMENT I
SUPPLEMENTAL CONDITIONS

The Uniform Terms and Conditions - Grant, Version 2.14, Attachment B to this Contract, are hereby revised as follows:

A. **Section 2.04, Debt to State and Corporate Status, is deleted in its entirety and replaced with the following:**

2.04 Debt to State and Corporate Status. Omitted.

B. **Section 2.05, Application of Payment Due,** is deleted in its entirety and replaced with the following:

2.05 Application of Payment Due. Omitted.

C. **Section 9.02 Insurance is deleted in its entirety and replaced with the following:**

Section 9.02 Insurance
Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Unity," each Party is self-insured and, therefore, is not required to purchase insurance.

D. **Section 9.05, Indemnity, is hereby amended by adding the following:**

System Agency acknowledges that Grantee has been organized pursuant to the Constitution and laws of the State of Texas, possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and laws of the State of Texas. No provision of this Contract extends Grantee's liability beyond the liability or authority provided in the Constitution and the laws of the State of Texas.

Remainder of Page Intentionally Left Blank.

AI-60385 **Health & Human Services Dept.** **12. B.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services - PHHS (1293):
1. Requesting approval to submit grant application for amendment to existing Preventive Health & Human Services program in the amount of $250,000.00 for the period of December 1, 2017 to September 30, 2019.
2. Requesting approval for County Judge to sign grant application and related documents.

BACKGROUND

04/05/17 - AI-59105 - Acceptance of FY 17 & partial funding to FY 18 of the PHHS grant.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-10-340-070-7-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

No local match required.
FY 17 PHHS - 7-1293-441-00-340-070-7-XXX
FY 18 PHHS - 7-1293-441-10-340-070-7-XXX
FY 19 PHHS - (pending ALIO account number)

Attachments

Notice of Award
Scope of Work

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/21/2017 04:33 PM
Ivan Cantu	Ivan Cantu	06/22/2017 08:52 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Mike Escaname		Started On: 06/21/2017 02:54 PM
Final Approval Date: 06/23/2017		

Mike Escaname

From: DeBoer,Carolyn (DSHS) <Carolyn.DeBoer@dshs.texas.gov>
Sent: Wednesday, June 21, 2017 3:38 PM
To: ramon.garcia@co.hidalgo.tx.us; ray.eufracio@auditor.co.hidalgo.tx.us; ricardo.salinas@hchd.org; mike.escaname@hchd.org; eddie.olivarez@hchd.org
Cc: Cammack,Melissa (DSHS)
Subject: RE: Upcoming Amendment Ending in 0287-00001A
Attachments: Contractor Signature Steps - DocuSign.pdf; DSHSCostsOnlyBudgetTemplate052011.xlsx; Face Page-Contact Page.docx; SOW_HPCDP-OCDS_Hidalgo_FY18-19Amendment.doc

Dear Contractor:

The contract documents for the upcoming state fiscal year (December 1, 2017 – September 30, 2019) will arrive shortly.
When received, please review, complete the related documents, sign the contract, and return the documents by the deadline requested.

The Department of State Health Services (DSHS) is also excited to announce that we are going digital with the launch of DocuSign®. Now contractors may electronically sign and manage contract documents within DocuSign®. You may expect the upcoming 2017 and 2018 contracts as well as any amendments that are currently in process with DSHS to be submitted through DocuSign® which allows you to view and sign electronically. Please find attached to this email basic instructions on how to sign your contract document. It is recommended that you use DocuSign® in a browser other than Internet Explorer for maximum compatibility. In addition, please monitor your clutter, spam, or junk folders for the next few months in case these vital contact communications land in these mailboxes.

As the contract documents are reviewed, please note that services should begin upon the effective date of the amendment and that current funding levels are based on the upcoming amendment amount **($250,000)**. Upon official notification of the 2018-2019 final legislative appropriations, HHS will adjust the contract award accordingly.

Currently, I am attaching the documents that will need to be completed and returned in preparation for developing your FY17-FY18 amendment contract.
The attachments are:

- Hidalgo County Budget Template
- Face page and contact Page
- DocuSign Instructions
- **Draft** Statement of Work-Draft waiting feedback to the program.

Please return the documents Excel format; do not convert to a PDF file.
Should that happen, we will ask you to resend those documents in Excel, as needed.
Please return the following documents.

- **Hidalgo County Budget Template**
- **Face page and contact Page**

The Due date is as follows:

- **On or before COB July 13, 2017.**

If you have any questions or have concerns regarding the requested return date of contract documents, please contact
Carolyn DeBoer at 512-776-2265. We appreciate your service and look forward to working with you in the coming year.

Sincerely,

Thanks and have a great day!

Carolyn R. DeBoer, CTPM, CTCM
Contract Manager - HPCDP
DCPS/RLHS Contract Management Unit
Texas Department of State Health Services
P.O. Box 149347
Austin, Texas 78714 – Mail Code 1990
Phone: (512) 776-2265
Fax: (512) 776-7391
Carolyn.deboer@dshs.texas.gov



ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Provide System Agency with evidence of activity implementation related to the Community and Clinical Health Bridge (CCHB) project. The CCHB project aims to reduce the impact of obesity and related chronic diseases in the State of Texas by focusing on locally driven clinical and community systems-level enhancements.

Grantee is responsible for coordinating with clinical and community partners within their service area to implement a minimum of three total strategies for the CCHB project.

Grantee is responsible for implementing at least two priority strategies. Grantee selected:

a. Priority Strategy 2: Develop community-clinical referral mechanisms for improved obesity and related chronic disease systems of care; and
b. Priority Strategy 3: Facilitate evidence-based education and training for providers, patients and the community to ensure consistent messaging of reliable health information and collaboration.

Grantee is responsible for implementing at least one optional strategy. Grantee selected:

a. Optional Strategy 1: Reduce barriers to accessing healthcare for prevention of disease, increased early detection, and reduction of complications.
b. Optional Strategy 3: Engage community and clinical partners to strengthen partnerships and increase sustainability.
c. Optional Strategy 4: Encourage healthy lifestyles for individuals, families, and communities through health promotion, outreach, and marketing.

B. Conduct activities based on the FY18 Work Plan that was previously approved by DSHS. Approved activities include:
   a. Engage and partner with eight (8) health systems/agencies and other clinical/community stakeholders on overweight and obesity management (Priority Strategy #2).
   b. Develop and implement a standardized referral system with Salud y Vida for diabetes education and case management services (Priority Strategy #2).
   c. Conduct Eating Smart-Being Active program (Priority Strategy #3).
   d. Inform clinical and community providers about the Eating Smart-Being Active program as a local resource (Priority Strategy #3).

DRAFT

e. Promote healthy messages and local resources through Hidalgo County Health website, social media, and community events (Optional Strategy #4).
f. Promote the use of parks and recreation sites, including the milestone markers and bicycle racks (Optional Strategy #4).

The FY19 Work Plan must be reviewed and approved by DSHS prior to conducting activities. System Agency will provide written approval and confirmation that FY19 activities may be completed.

C. Conduct evaluation activities based on the FY18 Evaluation Plan that was previously approved by DSHS. Approved activities must assess progress in the following focus areas:
   a. Partnerships: The quality, contributions and impacts of the partnerships created or enhanced through this funding opportunity.
   b. Process: The extent to which the work plan was implemented as planned.
   c. Program Outcomes: The extent to which activities outlined in the work plan yielded the intended results.

   The FY19 Evaluation Plan must be reviewed and approved by DSHS prior to conducting activities. System Agency will provide written approval and confirmation that FY19 activities may be completed.

D. Develop and submit an annual Success Story with two (2) photographs and two (2) photograph release forms to DSHS. A Success Story Draft must be reviewed and approved by DSHS prior to the final version submission date. Success story draft and final due dates are as follows:

Success Story	Period Covered	Due Date
FY18 Draft, with 2 photographs and 2 photo release forms	10/01/17 – 09/30/18	08/01/18
FY18 Final	10/01/17 – 09/30/18	10/01/18
FY19 Draft, with 2 photographs and 2 photo release forms	10/01/18 – 09/30/19	08/01/19
FY19 Final	10/01/18 – 09/30/19	09/30/19

E. Develop and submit an annual Project Work Plan in preparation for fiscal years 2019 and 2020 to DSHS. The Work Plan must contain activities that support the priority and optional strategies selected as well as staff/organizational responsibility and timeframe. A Project Work Plan Draft must be reviewed and approved by DSHS prior to the final version submission date. Work Plan draft and final due dates are as follows:

Work Plan	Period Covered by the Work Plan	Due Date
FY19 Draft	10/01/18 – 09/30/19	07/31/18
FY19 Final	10/01/18 – 09/30/19	09/28/18
FY20 Draft	10/01/19 – 09/30/20	07/31/19

FY20 Final	10/01/19 – 09/30/20	09/30/19

F. Develop and submit an annual Evaluation Plan in preparation for fiscal years 2019 and 2020 to DSHS. The Evaluation Plan must contain activities that evaluate progress toward the priority and optional strategies and activities submitted in the Work Plan. An Evaluation Plan Draft must be reviewed and approved by DSHS prior to the final version submission date. Evaluation Plan draft and final due dates are as follows:

Evaluation Plan	Period Covered by the Evaluation Plan	Due Date
FY19 Draft	10/01/18 – 09/30/19	07/31/18
FY19 Final	10/01/18 – 09/30/19	09/28/18
FY20 Draft	10/01/19 – 09/30/20	07/31/19
FY20 Final	10/01/19 – 09/30/20	09/30/19

G. Participate in monthly feedback calls (i.e., monthly project status reports) with DSHS Program to be conducted on or before the 15th of each month of the contract term, unless otherwise agreed to in writing by DSHS. On the calls, Grantee will discuss the following 1) Implementation status, 2) barriers and methods to address those barriers, 3) opportunities to enhance the activities, 4) lessons learned, and 5) next steps. Other calls may be added, as appropriate, with Grantee and DSHS Program.

H. Submit quarterly Progress Reports to DSHS via the electronic Performance Management and Tracking System (PMATS). The information and documentation required in the Progress Reports will be based on the CCHB priority and optional strategies selected. Progress report due dates are as follows:

Progress Report #	Period Covered	Due Date
FY18 Quarter 1	10/01/17 - 12/31/17	01/15/18
FY18 Quarter 2	01/01/18 – 03/31/18	04/16/18
FY18 Quarter 3	04/01/18 – 06/30/18	07/16/18
FY18 Quarter 4	07/01/18 – 09/30/18	10/15/18
FY19 Quarter 1	10/01/18 - 12/31/18	01/15/19
FY19 Quarter 2	01/01/19 – 03/31/19	04/15/19
FY19 Quarter 3	04/01/19 – 06/30/19	07/15/19
FY19 Quarter 4	07/01/19 – 09/30/19	09/30/19

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at http://www.dshs.state.tx.us/grants/forms/b13form.doc.

Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us

B. Grantee will be paid in accordance with the Budget in Attachment B of this Contract.

C. All invoices must reference Contract #537-17-0287-00001 and PO# once issued.

DRAFT

AI-60313 **Health & Human Services Dept.** **12. C.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Title V Child Health & Dental grant contract #2016-003931-02 in the amount of $30,535.00 for the period of 09/01/2017 to 08/31/2018.
2. Requesting approval for County Judge to sign the Title V Child Health & Dental grant contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $30,535.00.
4. Requesting approval of the budget appropriation in the amount of $30,535.00.
5. Requesting approval of the following personnel action, effective 09/01/2017:

Action	Slot	Dept/Program	Position Title	Budgeted Salary	Proposed Budgeted Salary
Salary Adjustment (Reduce)	G002	340-051	Clerk II	$20,967.00	$19,417.00

BACKGROUND

03/07/17 - AI-58680 - Approval to submit grant renewal application for FY 18.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-11-340-051-6-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Grant period is 09/01/2017 to 08/31/2018.
No local match required.

Attachments

Grant Contract
DUA
Grant Contract Attachments
Budget Appropriation
Salary Projection

Cert. of Rev. Request
PAR Form
PARs
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/16/2017 02:09 PM
Ivan Cantu	Ivan Cantu	06/22/2017 10:10 AM
Ivan Cantu	Ivan Cantu	06/22/2017 10:11 AM
Final Approval	Monica Salinas	06/23/2017 04:37 PM
Ivan Cantu	Ivan Cantu	06/23/2017 04:57 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Mike Escaname		Started On: 06/14/2017 02:47 PM
Final Approval Date: 06/23/2017		

SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 2016-003931-02 UNDER THE
TITLE V CHILD HEALTH AND DENTAL GRANT PROGRAM

I. PURPOSE

The Health and Human Services Commission ("Department") and **Hidalgo County Health and Human Services Department** ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for Title V Child Health and Dental (TVCHD) services (the "Contract").

This Contract is the fourth (4th) and final renewal of Grantee's contract issued under Department of State Health Services ("DSHS") Request for Proposals #CHS/TV-0554.1, issued March 21, 2013 (the "RFP"). Due to administrative changes resulting from Senate Bill 200, 84th Legislature (requiring consolidation of the Health and Human Services System), all functions associated with this Contract have been transferred from DSHS to System Agency pursuant to Texas Government Code, Section 531.0201.

This Contract restates the scope of work and substance of the RFP's resulting contract, subject to System Agency's terms and conditions.

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Title V of the Social Security Act (1935) and Texas Health and Safety Code, Chapter 1001.

III. DURATION

The Contract is effective on **September 1, 2017** or upon the execution of this Contract, whichever is later, and terminates on **August 31, 2018**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract.

IV. BUDGET

The total amount of this Contract will not exceed **THIRTY THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS ($30,535.00)** in federal funds for Fiscal Year (FY) 2018 (September 1, 2017 through August 31, 2018). Grantee shall be reimbursed on a fee-for-service basis using established reimbursement rates in accordance with the Title V Policy Manual - Appendix H, as amended.

V. NOTICE TO PROCEED

Grantee may not begin Work or incur any expenses prior to the date on the System Agency's Notice to Proceed (NTP). This Notice to Proceed may include an Amended or Ratified Budget which will be incorporated into this Contract by a subsequent Amendment, if amended. Any work performed prior to the date on the NTP shall be at Contractor's sole risk.

VI. REPORTING REQUIREMENTS

Grantee shall submit monthly, quarterly, and annual programmatic reports and/or financial vouchers/reports as required in **Attachment A--Statement of Work** and the Title V Policy Manual. Other data and/or reports deemed necessary by System Agency may be required, upon reasonable notice to Grantee.

VII. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Health and Human Services Commission
4900 North Lamar Blvd.
Austin, Texas, 78751
Attention: Michael Bourda, Contract Manager

Contractor
Hidalgo County Health and Human Services Department
1304 S. 25th Ave.
Edinburg, TX 78542
Attention: Ramon Garcia, County Judge

VIII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
HHSC
Charles Smith
Executive Commissioner
Health and Human Services Commission
PO Box 13247
Austin, Texas 78711-3247

With Required Copy to:
Karen Ray
Chief Counsel
P.O. Box 13247
Austin, Texas 78711-3247
Fax: (512) 424-6586

Grantee
Hidalgo County Health and Human Services Department
1304 S. 25th Ave.
Edinburg, TX 78542
Attention: Ramon Garcia, County Judge

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT 2016-003931-02

SYSTEM AGENCY	**GRANTEE**
Lindsay Rodgers	Ramon Garcia
Deputy Associate Commissioner	County Judge
Date of execution:_____	Date of execution:_____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 2016-003931-02 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A -- STATEMENT OF WORK
ATTACHMENT B – UNIFORM TERMS AND CONDITIONS
ATTACHMENT C – SPECIAL CONDITIONS
ATTACHMENT D – DATA USE AGREEMENT
ATTACHMENT E – SYSTEM AGENCY SOLICITATION NO. RFP NO. CHS/TV 0554.1
ATTACHMENT F - GRANTEE'S RESPONSE TO SOLICITATION NO. CHS/TV 0554.1
ATTACHMENT G - GRANTEE'S FY 2018 RENEWAL APPLICATION
ATTACHMENT H - FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENTS FOLLOW

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency Health and Human Services Commission ("HHS") and Hidalgo County Health and Human Services Department ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 2016-003931-02, in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. *45 CFR 164.504(e)(1)-(3)* This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq*.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing

access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses***. 45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the

HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. *Breach or Event Notification to HHS. 45 CFR 164.400-414*

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 ***Ownership of Confidential Information***

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 ***HHS Commitment and Obligations***

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 ***HHS Right to Inspection***

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 ***Term; Termination of DUA; Survival***

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 ***Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurancewith policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims. .

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 ***Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default,

misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 ***Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 ***Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES	**CONTRACTOR**
BY: _____	**BY:** _____
NAME:	**NAME:**
TITLE: _____	**TITLE:** _____
DATE: _____, 201__.	**DATE:** _____, 201__

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with_____ (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		**SUBCONTRACTOR**	
BY:	_____	**BY:**	_____
NAME:	_____	**NAME:**	_____
TITLE:	_____	**TITLE:**	_____
DATE	_____, **201 .** __	**DATE:**	_____

Attachment A – Statement of Work

ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Provide or assure the provision of child health and/or child dental services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management and appropriate referrals, as necessary. Grantee shall provide services in accordance with **Attachment G--Grantee's FY 2018 Renewal Application.** Grantee shall have an established referral relationship with a qualified provider for each approved service which it does not provide.

B. As applicable, participate in the System Agency-selected data and billing web-based system (Integrated Business Information System (IBIS) to collect and process child health and child dental data, financial billings, and reports when it goes live. Grantee agrees to submit data and billing within thirty (30) days of services, according to the business requirements of the web-based system and as specified in the current System Agency Policies and Procedures Manual for Title V Maternal and Child Health Fee-for-Service for Child Health, Dental and Prenatal.

C. Provide services in accordance with this Contract and the following documents which are incorporated herein by reference and made a part of this Contract:

1. Attachment E--System Agency Solicitation No. CHS/TV 0554.1;
2. Attachment G--Grantee's FY 2018 Renewal Application;
3. Attachment F--Grantee's Response to Solicitation No. CHS/TV 0554.1;
4. Current Policies and Procedures Manual for Title V Maternal and Child Health Fee for Services for Child Health, Dental, and Prenatal;
5. Current System Agency Standards for Public Health Clinic Services;
6. System Agency Core Tool On-Site Evaluation Report, revised for 2017, and Core Tool Monitoring Instructions, FY2017; or latest revision; and
7. System Agency Title V Maternal and Child On-site Evaluation Report, revised for 2017, and Title V Tool Monitoring Instructions, FY2017; or latest revision.

D. Provide services only to eligible individuals. To be eligible for Title V Child Health Services, an individual must be:

1. An infant not more than eleven (11) months of age;
2. A child or adolescent one (1) through twenty-one (21) years of age;
3. A Texas resident;
4. In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level; and
5. Ineligible for other programs/benefits providing the same services.

Children and adolescents, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be

determined on an annual basis, and at other times as necessary, based upon change in income.

Grantee will screen all individuals considered for Title V eligibility and determine eligibility using a System Agency or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised

E. Notify the System Agency Primary and Specialty Health Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

F. Comply with the following guidelines regarding co-pays, as applicable. Grantee may assess a co-pay from clients who receive services under this Contract. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

G. Make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

H. Allow System Agency to conduct on-site quality assurance reviews as deemed necessary by System Agency. Unsatisfactory review findings may result in implementation of contract actions up to and including termination of the Contract.

I. Comply with all applicable federal and state laws, rules, regulations, standards and guidelines, as amended, including but not limited to Title V of the Social Security Act, 42 USC § 701, et seq.

II. PERFORMANCE MEASURES

A. The following performance measures will be used to assess, in part, Grantee's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of this Contract:

1. Grantee shall provide child health services to at least **376** unduplicated clients at an average cost per client of **$81.00.**
2. Grantee shall screen 100% of individuals considered for Title V eligibility with System Agency-approved screening process, and refer to other programs and funding sources as appropriate.

B. Performance of Grantee, including compliance with System Agency Program procedures, policies and guidance, contractual conditions, attainment of performance

measures, maintenance of adequate staff, and submission of required data and narrative reports, if applicable, will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of System Agency.

III. BILLING INSTRUCTIONS

A. Grantee shall bill System Agency on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a System Agency Monthly Reimbursement Request and shall not refer to or identify individual clients. Grantee shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within forty five (45) days of the end of the Contract term.

B. In billing System Agency, Grantee shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. System Agency will pay Grantee for all acceptable vouchers submitted up to Grantee's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

C. Grantee shall request payment using the Purchase Voucher Form 4116 which coincides with the appropriate Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each Purchase Voucher Form 4116 and MRR, Grantee shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

    1. Title V Maternal-Child Services Report (Child Health & Dental) – (Form EF21-12005); and
    2. Monthly Aggregate Activity Report (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by System Agency unless accompanied by a complete corresponding aggregate report.

D. Grantee shall email Purchase Vouchers, MRRs, and supporting documentation to the Health & Developmental Services (H&DS) at WHSFinance@hhsc.state.tx.us. Purchase Vouchers and MRRs shall be submitted each month for actual expenditures of the program, even if there are zero monthly expenditures or the contract limit has been reached.

E. Grantee shall request payment from System Agency as directed by the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal whether via voucher or a web-based system.

F. When the web-based system goes live, Title V client data shall be entered into IBIS no

later than thirty (30) days of each service provided. From the data entered, requests for reimbursement will be generated as one of the automated functions of the IBIS system. Title V services that have met business rules will be marked approved to pay and submitted electronically to System Agency for processing through the State Comptroller. Paid claims will be deposited into the Grantee's direct deposit account.

G. Grantee has forty-five (45) days from August 31, 2018 to enter data into IBIS system for services provided September 1, 2017 to August 31, 2018. Grantee will not be reimbursed for services entered into IBIS after the 45 day deadline.

H. Grantee shall submit a "Financial Reconciliation Report" (Form GC-10) no later than sixty (60) days after the end of the Contract term. This report must be signed and marked "Final" and shall be scanned and emailed to H&DS at the email address listed above.

I. System Agency shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. System Agency will monitor Grantee's billing activity. If utilization is below that projected in Grantee's budget, shown in the Signature Document, Grantee's ceiling may be subject to a decrease for the remainder of the Contract period. Grantee may be subject to contract ceiling amount decreases if Grantee's billing activity is less than projected.

J. System Agency may pay for additional services as specified in this Contract if provided by Grantee during the term of this Contract (but not otherwise paid during the term of this Contract if it is in the best interest of the State and the System Agency Program to do so, and if funds are available. If Grantee exceeds the ceiling amount of this Contract, Grantee shall continue to bill System Agency for the services provided. System Agency may pay for these additional services if funds become available at a later date.

K. Grantee shall accept reimbursement or payment from System Agency and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Grantee shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

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Attachment B – Uniform Terms and Conditions

HHSC Uniform Terms and Conditions Version 2.14
Published and Effective: March 1, 2017
Responsible Office: Chief Counsel

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.14

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means the work product(s) required to be submitted to the System Agency including all reports and project documentation.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any. May also be referred to as "Contractor" in certain attachments.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations

that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation or "RFA"" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" or "Application" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by HHSC Single Audit Services to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

4.03 Submission of Audit

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the System Agency as directed in this Contract and another copy to: single_audit_report@hhsc.state.tx.us

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning

the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that 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's Office (SAO), or any successor agency, 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 SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;

b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required

under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in

writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject

matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
    1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
    2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
    3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
    4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
    5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
    6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and

7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313

TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Attachment C – Special Conditions



TEXAS
Health and Human Services

Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Grantee Uniform Terms and Conditions – Version 2.14

Article I. SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Grantee Agents" means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Item of Noncompliance" means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

"Confidential System Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in aData Use Agreement.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Software" means all operating system and applications software used or created by Grantee to perform the work under the Contract.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

"UTC" means HHSC's Uniform Terms and Conditions –Grantee- Version 2.14

Article II. GRANTEES PERSONNEL

Section 2.01 Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

Section 2.02 Conduct and Removal

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

Article III. CONFIDENTIALITY

Section 3.01 Confidential System Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, GRANTEE WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM GRANTEE OR GRANTEE AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. GRANTEE WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

Article IV. MISCELLANEOUS PROVISIONS

Section 4.01 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in the UTC. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

Section 4.02 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

Section 4.03 Flow Down Provisions

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

Article V. DSHS LEGACY PROVISIONS

Section 5.01 Notice of Criminal Activity and Disciplinary Actions

(a) Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has:

Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or

Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

(b) Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

Section 5.02 Notice of IRS or TWC Insolvency

Grantee shall notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within five days of the date of becoming aware of such.

Section 5.03 Disaster Services

In the event of a local, state, or federal emergency, including natural, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Community evacuation;
b. Health and medical assistance;
c. Assessment of health and medical needs;
d. Health surveillance;
e. Medical care personnel;
f. Health and medical equipment and supplies;
g. Patient evacuation;
h. In-hospital care and hospital facility status;
i. Food, drug and medical device safety;
j. worker health and safety;
k. Mental health and substance abuse;

l. Public health information;
m. Vector control and veterinary services; and
n. Victim identification and mortuary services.

Section 5.04 Consent by Non-Parent or Other State Law to Medical Care of a Minor

Unless a federal law applies, before a Grantee or its subcontractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

Section 5.05 Services and Information for Persons with Limited English Proficiency

a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

Section 5.06 Third Party Payors

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Grantee shall:

a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
g. Provide third party billing functions at no cost to the client**.**

Section 5.07 HIV/AIDS Model Workplace Guidelines

Grantee shall implement System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm, State Agencies and State Grantees Policy No. 090.021.

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

Section 5.08 Medical Records Retention

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

Section 5.09 Notice of a License Action

Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the license action; and
d. License or case reference number.

Section 5.10 Interim Extension Amendment

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

    1. Continue provision of services in response to a disaster declared by the governor; or
    2. To ensure that services are provided to clients without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

Section 5.11 Child Abuse Reporting Requirement

a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
b. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.

c. Grantee shall use the System Agency's Child Abuse Reporting Form located at www.System Agency.state.tx.us/childabusereporting as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

Section 5.12 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
c) Applying to all employees and visitors in this designated area; and
d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

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Attachment D – Date Use Agreement

Attachment E - System Agency Solicitation No. RFP No. CHS/TV 0554.1



Title V Fee for Services Contracts

Child Health & Child Dental
Prenatal Medical & Prenatal Dental
Fiscal Year 2014

Request for Proposal

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: **CHS/TV-0554.1**

Issued ***March 21, 2013***
Due ***May 1, 2013***

Class/Item: 948-48

Client Services Contracting Unit (CSCU)

David L. Lakey, M.D. Commissioner

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Section I

PROPOSAL INFORMATION CONTENT AND PREPARATION

Title V Fee for Services Contracts
Child Health & Child Dental
Prenatal Medical & Prenatal Dental
Request for Proposal
Fiscal Year 2014

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: CHS/TV-0554.1
Issued***: March 21, 2013***
Due: ***May 1, 2013***

PROPOSAL INFORMATION

I. INTRODUCTION AND DEFINITIONS

The Department of State Health Services (DSHS), Family and Community Health Services Division, Community Health Services Section and Office of Title V and Family Health, announce the expected availability of State Fiscal Year (FY) 2014 Title V funding to provide child health, child dental, prenatal medical, prenatal dental, and case management services to eligible individuals. This RFP is not limited to this source of funding if other sources become available for this project.

Title V Child Health Services

Title V Child Health Services include preventive and primary child health care from birth through the 21st year.

Title V Child Dental Services

Title V Child Dental Services include preventive and primary dental care for children and adolescents from birth through the 21st year.

Title V Prenatal Medical Services

Title V Prenatal Medical Services include direct health care services to pregnant women of all ages. Title V Prenatal Medical Services include screening and eligibility determination, direct clinical services, laboratory services, Title V Children and Pregnant Women (CPW) case management, coordination with the CHIP Perinatal Program, and appropriate referrals as necessary.

Title V Prenatal Dental Services up to Three Months Post-partum

Title V Prenatal Dental Services include preventive and primary dental care to pregnant women of all ages through three months post-partum.

This RFP contains the requirements that all respondents must meet to be considered for contracts under this RFP. Failure to comply with these requirements will result in disqualification of the respondent without further consideration. Each respondent is solely responsible for the preparation and submission of a proposal in accordance with instructions contained in this RFP.

Before completing the proposal, refer to the relevant program standards provided in **SECTION II. PROGRAM INFORMATION**. Other sections within the RFP may contain additional instructions pertaining to unique program requirements set forth in legislation or regulations, etc.

PLEASE READ ALL MATERIALS BEFORE PREPARING THE PROPOSAL.

The RFP has been structured to minimize the duplication of forms for respondents who may choose to request funding for more than one of the Title V-funded services included in this RFP. The RFP contains three (3) sections:

- **Section I** – provides general information on the funded services as well as guidelines for the RFP response content and preparation.
- **Section II** – contains instructions and the blank forms to be submitted. Section II is divided into three (3) attachments.
    - Attachment A – **ALL respondents are required to complete the forms in this Attachment**. If respondent is requesting funding for more than one Title V service, complete Attachment A only one (1) time.
    - Attachment B – respondents must complete the forms in this Attachment if requesting Title V Child Health and/or Dental Services funding.
    - Attachment C – respondents must complete the forms in this Attachment if requesting Title V Prenatal Medical and/or Dental Services funding.
- **Section III** – Appendices

To be considered for funding for one or more of the Title V-funded services included in this RFP, respondents must complete all forms in Attachment A and all forms in the respective Attachment(s) associated with the Title V service(s) for which the respondent intends to apply.

Definitions

Appendix – Additional information and/or forms that is available in the back of this solicitation document.

Budget – A financial schedule documented in the contract that describes how funds will be utilized and/or describes the basis for reimbursement for the provision of contracted services. Types of budget may include: categorical (line item), fee for service, or lump sum payable upon receipt of a product or deliverable.

Budget Period – The duration of the budget (stated in the number of months the contract will reflect from begin date to end date of the term of the contract). Each renewal will have its own budget period.

Client Services Contracting Unit (CSCU) – The DSHS central contracting unit that coordinates and facilitates client services procurement needs, issues competitive procurements, and develops and executes contracts.

Contract – A written document referring to promises or agreement for which the law establishes enforceable duties and remedies between a minimum of two parties.

Contract Term – The period of time during which the contract will be effective from begin date to end or renewal date. The contract term may or may not be the same as the budget period.

Debarment – An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in 34 Texas Administrative Code, §20.105 et seq.

Deliverables – Goods or services contracted for delivery or performance.

Due Date – Established deadline for submission of a document or deliverable.

Effective Date – The date the contract term begins.

Fee-For-Service – Payment mechanism for services that are reimbursed on an agreed rate per unit of service. Title V services are reimbursed on a fee-for-service basis based on a prescribed set of Current Procedural Terminology (CPT) codes, and/or a prescribed set of Current Dental Terminology (CDT) codes, and reimbursement rates.

Fully Executed – Contract is signed by each of the parties and forms a legal binding contractual relationship. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

Indirect Costs – Indirect costs are those costs incurred for a common or joint purpose benefiting more than one project or cost objective of respondent's organization and not readily identified with a particular project or cost objective. Typical examples of indirect costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

Program – A coordinated group of activities carried out by DSHS, as authorized by state or federal law, for a specific purpose.

Program Attachment – An attachment to a base contract that provides details for a particular statement of work to be performed under the contract. There may be multiple program attachments associated with a base contract. A program attachment is typically for a one-year term, with a contracting cycle made up of several one-year program attachment renewals.

Project – All work to be performed as a result of this solicitation.

Project Period – The anticipated duration of the entire project stated in total number of budget periods.

Respondent – Entity or individual that submits a proposal in response to this RFP.

Scope of Work – A description of the services and/or goods, if any, to be obtained as a result of this solicitation for a project period.

Statement of Work – A statement defines outcomes and specific services a contractor is expected to perform, indicating the type, level and quality of service, as well as the time schedule required.

Solicitation – The process of notifying prospective contractors of an opportunity to provide goods or services to the state, e.g., this RFP.

Special Provisions – Exceptions and additions to the General Provisions for a funded program activity; these are usually customized for the program's requirements and contain items specific to the program attachment.

Subcontractor – An entity that enters into a contract to perform a portion of the work described in the statement of work with the entity contracting with DSHS as a result of this solicitation. The contractor remains entirely responsible to DSHS for performance of all requirements of the contract with DSHS. Contractor must closely monitor the subcontractor's performance. Subcontracting may be done only when expressly allowed in the program attachment.

Subrecipient – A type of contractor or subcontractor to which a subaward is made in the form of money, or property in lieu of money, to carry out all or part of the DSHS program and that is accountable to DSHS for the use of the funds and property provided. This type of contractor may also be referred to as a subgrantee.

A subrecipient contractor will have most of the following characteristics: a) determines who is eligible to receive what assistance, according to specified criteria; b) has performance measured against federal or state program objectives, as described in the program attachment; c) has responsibility for programmatic decision-making, and d) carries out duties to implement all or part of a program, as specified.

Supplant (verb) – To replace or substitute for another. That is, a recipient of contract funds under this RFP may not use the funds to pay any costs that the recipient is already obligated to pay. If a contractor, prior to applying for a contract under this RFP, had committed to provide funding for activities defined in the contract's statement of work (i.e., as represented in the RFP Budget Summary), then the contractor must provide the amount of funding previously committed in addition to the amount requested under this RFP.

Unit Rate - Payment mechanism for services that are reimbursed on an agreed rate per unit of service. Title V services are reimbursed on a fee-for-service basis based on a prescribed set of Current Procedural Terminology (CPT) codes, and/or a prescribed set of Current Dental Terminology (CDT) codes, and reimbursement rates.

Vendor – A type of contractor or subcontractor that provides services, and goods, if any, that assist in but are not the primary means of carrying out the DSHS-funded Program. Under a vendor contract, the vendor will have few if any administrative requirements. (For example, a vendor might only be required to submit a summary report of services delivered and an invoice.) A vendor generally will deliver services to DSHS-funded clients in the same manner that a vendor would deliver those services to its non-DSHS-funded clients.

Vendor Identification Number (Vendor ID No.) – Fourteen-digit number needed for any entity to contract with the State of Texas and which must be set up with the State Comptroller's Office. It consists of a ten-digit Vendor ID No. (IRS number, state agency number, or social security number) + check digit + 3 digit mail code.

Work Plan – A plan that describes how services will be delivered to the eligible population and includes specifics such as what types of clients will be served, who will be responsible for the work, timelines for completion of activities, and how services will be evaluated when complete. Details from the work plan, as approved by DSHS, will become enforceable terms of the contract.

Program Definitions

Children Health Insurance Program (CHIP) – A child health insurance program for non-Medicaid eligible children with a family income up to 200% Federal Poverty Level (FPL).

CHIP Perinatal Program – A health insurance program that provides perinatal care to unborn children of non-Medicaid eligible women with an income up to 200% FPL.

Federal Poverty Level (FPL) - The set minimum amount of income that a family needs for food, clothing, transportation, shelter and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to family size. The number is adjusted for inflation and reported annually in the form of poverty guidelines. Public assistance programs, such as Medicaid, define eligibility income limits as some percentage of FPL.

Medicaid – Title XIX of the Social Security Act; reimburses for health care services delivered to low-income clients who meet eligibility guidelines.

Priority Population – Low income, uninsured or underinsured women and children.

Readiness – Respondent has the specified attributes to support a given service, the ability to meet program and contractual requirements, and the capacity to achieve service levels based on awarded funds.

Texas Medicaid Healthcare Partnership (TMHP) – The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.

Title V Children and Pregnant Women provider – Helps by finding out what families need, making a plan to meet those needs, and helping clients gain access to needed medical, social, educational, and other services.

A. Eligible Respondents

Eligible respondents include governmental entities (health departments, hospital districts, university medical centers, and other state agencies, etc.), Federally Qualified Health Centers, rural health clinics, and other community-based agencies that can meet the requirements described in this RFP. Any respondent proposing to provide Title V-funded services **must** be a Medicaid provider or provide evidence with its response that a Medicaid application has been submitted to obtain a Texas Provider Identifier (TPI) number. The Medicaid number provided MUST be for the organization itself, and not for individual providers associated with the organization. Contractors must have a current, active TPI number no later than September 1, 2013 for the awarded contract to be executed. **A respondent that is not already a Medicaid provider and cannot**

provide proof that a Medicaid application has been submitted will NOT be considered for funding.

Eligible respondents must comply with the screening criteria listed below for the proposal to be accepted for review:

1. Respondent must be established as an appropriate legal entity under state statutes as described in the paragraph above and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the RFP.

2. Respondent must have a Texas address. A post office box may be used when the proposal is submitted, but the respondent must conduct business at a physical location in Texas prior to the date that the contract is awarded.

3. Respondent must be in good standing with the U.S. Internal Revenue Service.

4. Respondent is ineligible to apply for funds under this RFP if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs.

5. Respondent may be ineligible for contract award if audit reports or financial statements submitted with the proposal identify concerns regarding the future viability of the contractor, material noncompliance, or material weaknesses that are not satisfactorily addressed, as determined by DSHS.

6. Respondent's staff members, including the executive director, must not serve as voting members on respondent's governing board.

7. In compliance with Comptroller of Public Accounts and Texas Procurement and Support Services rules, a name search will be conducted using the websites listed in this section prior to the development of a contract.

   A respondent is not considered eligible to contract with DSHS, regardless of the funding source, if a name match is found on any of the following lists:

   a) The General Services Administration's (GSA) System for Award Management (SAM) for parties excluded from receiving federal contracts, certain subcontracts and from certain types of federal financial and non-financial assistance and benefits. https://www.sam.gov/portal/public/SAM
   b) The Office of Inspector General (OIG**)** List of Excluded Individuals/Entities Search– State – https://oig.hhsc.state.tx.us/Exclusions/search.aspx; and
   c) Texas Comptroller of Public Accounts (CPA) Debarment List located at http://www.window.state.tx.us/procurement/prog/vendor_performance/ debarred/. If this web link does not open, copy and paste to your internet browser window.

8. Respondents **must be** listed on the following list if they are Professional Corporations, Professional Associations, Texas Corporations, and/or Texas Limited Partnership Companies. Secretary of State (SOS) at https://direct.sos.state.tx.us/acct/acct-login.asp.

Except as expressly provided in A2 above, respondent is not considered eligible to apply unless the respondent meets the eligibility conditions to the stated criteria listed above at the time the proposal is submitted. Respondent must continue to meet these conditions throughout the selection and funding process. DSHS expressly reserves the right to review and analyze the documentation submitted and to request additional documentation, and determine the respondent's eligibility to compete for the contract award.

B. Respondent Readiness

Definition

Acceptable readiness is defined as the potential contractor's having the ability to meet program and contractual requirements, the capacity to achieve service levels based on awarded funds, and the following attributes to support a given service:

- Administrative and Board support for the service;
- Physical infrastructure;
- Clinical infrastructure;
- Demonstrable experience in providing similar services; and
- Financial stability.

Purpose

To ensure that respondents have the required readiness elements in place to allow the provision of services should a contract be awarded. Respondents will be evaluated and scored on the readiness criteria outlined below. DSHS reserves the right to perform on-site and/or desk reviews for respondents scoring low on any portion of the readiness component of this RFP. If DSHS determines that the respondent is not sufficiently ready to perform, then DSHS reserves the right not to enter into a contract with the respondent.

Administrative and Board Support

Respondents must demonstrate adequate administrative and board support through descriptions of their organizations, and by submitting current organization charts (Form A-10: Respondent Background). The chart must include the appropriate oversight structure (e.g., Board, City Council, County Commissioners, etc.), CEO, CFO, Medical and/or Dental Director, and a staffing structure that will support service provision. The description must include:

- An executive summary describing the organization's vision, mission, and values statements, along with a description of how the board of directors is involved in the operations of the organization (Form A-10: Respondent Background);

- A detailed description of the organizational structure, management systems, and lines of authority that are appropriate and adequate for the size and scope of the organization (Form A-10: Respondent Background);
- Table of Contents from organization's operating policies and procedures (Form B-2 and C-2: Service Delivery Plan);
- Resumes/Curriculum Vitaes for the CEO, CFO, Medical Director (including State of Texas Medical License Number) and/or Dental Director (including State of Texas Dental License Number), and Clinical/Program Director (Form A-10: Respondent Background);
- Employee job descriptions (Form A-10: Respondent Background);
- Medicaid billing number for the organization, or application for Medicaid billing number. (Form A-1: Face Page);
- Timeline for annual independent financial audit (Form A-3: Administrative Information);
- Description of the organization's outreach plan (e.g., media releases, outreach strategies for marketing organization to community) for the funded services (Form B-2 and C-2: Service Delivery Plan); and
- Agency's quality assurance process (Form B-2 and C-2: Service Delivery Plan).

Physical Infrastructure

Respondents must have an adequate physical infrastructure to support the provision of services. At a minimum, respondents must have the following physical infrastructure in place:

- Space for clinical and administrative staff (Form A-8: Respondent Site Readiness),
- Data and financial management systems, including secure confidential data storage (Form B-2 and C-2: Service Delivery Plan),
- Computer systems with the following minimum functionality (Form A-8: Respondent Site Readiness [first two bullets]
  - Internet Browser – minimum Internet Explorer (IE) 8; recommend IE 9 or newer
  - Microsoft Office – minimum 2007 Office Suite; recommend Office 2010 Suite
  - Email Client
- Appropriate signage to identify funded entity (Form A-8: Respondent Site Readiness).

Clinical Infrastructure

Respondents must have a clinical infrastructure appropriate to support the provision of services. At a minimum, respondents must have the following in place:

- Handicap-accessible clinic site(s) that is/are geographically close to the target population (Form A-8: Respondent Site Readiness);
- Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait (Form A-8: Respondent Site Readiness);

- Locked storage for charts, records, medications, and medical supplies (Form A-8: Respondent Site Readiness);
- Proper disposal for medical waste (Form A-8: Respondent Site Readiness),
- Clinicians who are licensed by the State of Texas to provide the type of services for which funding is requested (Form A-10: Respondent Background);
- Medical Director licensed to practice medicine in Texas and/or Dental Director licensed to practice dentistry in Texas (Form A-10: Respondent Background).
- Eligibility and billing staff who are trained or will be trained in requirements for funded services (Form B-2 and C-2: Service Delivery Plan);
- Staff to manage clinic operations (Form A-10: Respondent Background),
- Clinicians that have Medicaid numbers and can bill for services (Form A-10: Respondent Background);
- Current written protocols and Standing Delegation Orders (Form A-9: Title V Fee for Service Program Assurances);
- CLIA certification appropriate for the level of tests performed (Form A-8: Respondent Site Readiness); and

Demonstrable Experience in Providing Similar Services (Form B-2 and C-2: Service Delivery Plan)

Respondents must describe their plans for service delivery to the population in the proposed service area(s). Respondents must explain why the organization believes it has the capacity to achieve the service levels indicated in the proposal. Respondents must include what services will be subcontracted and discuss any cooperative agreements with community partners.

C. Contract Term

It is expected that the initial contract period will begin on or about 09/01/2013**,** and will be made for a 12-month budget period.

This contract may be renewed up to four (4) additional one-year period(s), with renewal initiated at the sole discretion of DSHS. Continued funding of the contract in future years is contingent upon the availability of funds and the satisfactory performance of the contractor during the prior contract period. Funding may vary and is subject to change each renewal period.

Contracts awarded under this RFP and any anticipated contract renewals are contingent upon the continued availability of funding. DSHS reserves the right to alter, amend, or withdraw this RFP at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human services agency consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article in the contract General Provisions will apply.

D. Use of Funds

In Fiscal Year 2014*,* $9 million is expected to be available for the Title V services outlined in this RFP. The breakdown of the funding by program type and by region follows:

Program	**Funding Available**
Title V Child Health Services	$3,500,000
Title V Child Dental Services	$3,500,000
Title V Prenatal Medical Services	$1,500,000
Title V Prenatal Dental Services	$500,000

FY 2013 Regional Allocation				
Region	**Title V Child Health**	**Title V Child Dental**	**Title V Prenatal Medical**	**Title V Prenatal Dental**
1	$105,000	$105,000	$45,000	$15,000
2/3	$1,015,000	$1,015,000	$435,000	$145,000
4/5N	$280,000	$280,000	$120,000	$40,000
6/5S	$840,000	$840,000	$360,000	$120,000
7	$420,000	$420,000	$180,000	$60,000
8	$350,000	$350,000	$150,000	$50,000
9/10	$210,000	$210,000	$90,000	$30,000
11	$280,000	$280,000	$120,000	$40,000

RFP respondents may ask for funds up to the regional amount available in the region(s) proposed to be served.

DSHS reserves the right to modify regional allocations if it is in the best interest of the State to do so.

Title V funds will be awarded to provide services to persons on an individual basis as follows:

- Title V Child Health Services: screening and eligibility determination, direct clinical services, laboratory services, Title V CPW case management services for infants, and appropriate referrals as necessary.
- Title V Child Dental Services: screening and eligibility determination, direct dental services, and appropriate referrals as necessary.
- Title V Prenatal Medical Services: screening and eligibility determination, direct clinical services, laboratory services, Title V CPW case management, coordination with the CHIP Perinatal Program and appropriate referrals as necessary.
- Title V Prenatal Dental Services: screening and eligibility determination, direct dental services, and appropriate referrals as necessary.

Only specified allowable services are reimbursed through established rates (see FORMS B-4, B-5, C-4 and C-5).

Funds are awarded for the purpose specifically defined in this RFP and must not be used for any other purpose. Funds must not be used to supplant local, state, or federal funds.

Contractors must ensure that all funds awarded are utilized for child health and dental and prenatal medical and dental services. To prevent underutilization of funds, DSHS reserves the right to process amendments to reduce contract amounts for re-allocation if it is determined that the contractor cannot reasonably utilize all funds initially awarded.

Reimbursement for Title V Services

Information concerning FY2014 Title V fee for services reimbursement rates can be found at: http://www.dshs.state.tx.us/chscontracts/default.shtm

E. Schedule of Events

1.	Issue the RFP by posting to the Electronic State Business Daily (ESBD)	03/21/2013
2.	Deadline for Submitting Questions	04/03/2013
3.	Post Answers to Questions to the ESBD	04/10/2013
4.	Deadline for Submission of Proposals	05/01/2013
5.	Post Final Awards to the ESBD	08/31/2013
6.	Mail/Email Contract(s) to Awarded Respondent(s) for Signature	08/01/2013
7.	Anticipated Contract Begin Date	09/01/2013

DSHS reserves the right to change the dates shown above without notice.

II. PROGRAM INFORMATION

A. Program Background

Through Title V of the Social Security Act (SSA) of 1935, the federal government pledged to support state efforts to ensure the health of all mothers and children. In 1981, the Maternal and Child Health Services (MCH) Block Grant was created under Title V to further improve the health of mothers, women of childbearing age, infants, children, adolescents, and children with special health care needs (CSHCN). In Texas, the MCH Title V Block Grant is administered by the Department of State Health Services (DSHS). Title V funding is used to address the following areas, including, but not limited to:

- Significantly reducing infant mortality;
- Providing comprehensive care for women before, during, and after pregnancy and childbirth;
- Providing preventive and primary care services for infants, children, and adolescents; and
- Providing comprehensive care for CSHCN.

Systems of care are designed to be family-centered, comprehensive, coordinated and community-based.

The MCH Title V Block Grant requires states to match funding with general revenue at a level equal to at least the amount that had been dedicated to MCH programs in Federal Fiscal Year 1989. This requirement is referred to as the state's "maintenance of effort."

B. Legal Authority

DSHS is authorized to enter into contracts through Texas Health and Safety Code, Chapter 1001.

Federal: Title V of the Social Security Act (1935)

Within Texas, the MCH Title V Block Grant operates within a framework articulated by the Texas Legislature, the Health and Human Services Commission, and DSHS. The state health department, now known as DSHS, has administered Title V programs since the 1930s.

C. Program Requirements

Contractors shall be required to provide documentation that their registered nurses who perform child health exams following the Texas Health Steps periodicity schedule have completed the online Texas Health Steps module entitled "Overview of Best Practices and Children's Services" within 90 days of contract execution. As staff attrition occurs, new direct care staff are required to complete the module within 90 days of hire. This module is located at: http://txhealthsteps.com/. Free Continuing Education (CE) credits are available for the completion of this and other Texas Health Steps modules.

Contractors and their subcontractors shall:

- Identify, define, and prioritize specific interventions addressing the specific health care needs of the community;
- Ensure ongoing community involvement in the planning, implementation, and evaluation of the program;
- Ensure involvement of representatives of the cultural, racial, ethnic, gender, economic, and linguistic diversities within the community;
- Provide adequate automation systems to ensure direct communication with DSHS;
- Show evidence of new hire and annual periodic orientation of all staff to Title V concepts, and revisions as applicable to their job descriptions;
- Notify DSHS of any issues, concerns, or questions regarding Title V services;
- Establish and implement eligibility, clinical, reporting, and billing systems for Title V;
- Work with other local, state, and federal entities in the community to develop a network of complementary services;
- Screen all participants with an approved screening process and refer to other programs/funding sources as appropriate. Failure to adequately screen is deemed as unsatisfactory performance and may result in defunding;
- Screen for identification of mental health, substance abuse and family violence issues;
- Develop and maintain a referral system with effective follow-up;
- Develop a working relationship with other programs to ease the referral process for clients;
- Comply with eligibility, clinical, reporting, and billing mandates outlined in the policy and procedure manual; and
- Work in collaboration with DSHS to improve performance deemed unsatisfactory.

D. Scope of Work

Title V Child Health Services

Title V Child Health Services include preventive and primary child health care for children and adolescents from birth through the 21st year. Additionally, case management services are provided to children from birth to one year through Title V Children and Pregnant Women (Title V CPW) case management. Title V Child Health Services include screening and eligibility determination, direct clinical services, laboratory services, and appropriate referrals as necessary. Eligible clients must have a gross family income at or below 185% of the adopted Federal Poverty Level (FPL), must be Texas residents, and must not be eligible for Medicaid, Children's Health Insurance Program (CHIP), or other programs/benefits providing the same services.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Child Health Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title Office of Title V and Family Health is offering limited dental services supporting the oral health goals of Healthy People 2020 Oral Health and the Office of Women's Oral Health.

Laboratory Services

Selected laboratory services are available through Title V Child Health Services. Contractors will send the laboratory tests to the lab of providers' choice. Newborn screening test, mandated by law, will be the only test required to be sent to the Austin DSHS laboratory. Contractors are required to follow the guidelines included in the "Laboratory Services Chapter" of the DSHS Policies and Procedures Manual for the Title V Child Health and Dental Fee for Service and the Title V Prenatal Fee for Service. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title V Child Dental Services

Healthy People 2020 oral health goals include:

1. OH-1 Reduce the proportion of children and adolescents who have dental caries experience in their primary or permanent teeth
    1. OH-1.1 Reduce the proportion of young children aged 3-5 years with dental caries experience in their primary teeth
2. OH-2 Reduce the proportion of children and adolescents with untreated dental decay
    1. OH-2.1 Reduce the proportion of young children aged 3-5 years with untreated dental decay in their primary teeth
3. OH-7 Increase the proportion of children, adolescents, and adults who used the oral health system in the past 12 months

Title V Child Dental Services include preventive and primary dental care for children and adolescents from birth through the 21st year. Title V Child Dental Services include screening and eligibility determination, direct dental services, and appropriate referrals

as necessary. Eligible clients must have a gross family income at or below 185% of the adopted Federal Poverty Level (FPL), must be Texas residents, and must not be eligible for Medicaid, Children's Health Insurance Program (CHIP), or other programs/benefits providing the same services.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Child Dental Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title V Prenatal Medical Services

Title V Prenatal Medical Services include direct health care services to pregnant women of all ages. Title V Prenatal Medical Services includes screening and eligibility determination, direct clinical services, laboratory services, Title V CPW case management, and appropriate referrals as necessary. Eligible clients must have a gross family income at or below 185% of the adopted FPL, must be Texas residents, and must not be eligible for Medicaid, CHIP Perinatal, or other programs/benefits providing the same services.

Title V Prenatal Medical and the CHIP Perinatal Program will run concurrently. A maximum of two clinical prenatal care visits will be allowed for women who are in the process of applying for and enrolling in the CHIP Perinatal Program. Providers will be required to inform, encourage, and assist pregnant women in the CHIP Perinatal Program application process.

Title V Prenatal Medical Contractors shall be enrolled as CHIP Perinatal providers. Contractors currently not enrolled as a CHIP Perinatal provider, must have a mechanism in place for prenatal care benefits to be coordinated with existing CHIP Perinatal providers in the areas served.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Prenatal Medical Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

As a compliment to Title V Child Health and Prenatal Medical Services, Title V CPW case management services are available to assist certain high risk clients to access medical, social, educational, and other types of critical services. A Title V client is eligible for these services if he/she is:

- a woman of any age with a high-risk pregnancy;
- a child, birth through one year of age, with a health condition and/or health risk,
- in need of services to prevent illness(es) or medical condition(s), to maintain function, or slow further deterioration; and
- desires case management.

Title V CPW case management services are based on the Medicaid Children and Pregnant Women model. In order to provide and bill for Title V CPW services, providers must be Medicaid CPW providers, must have registered and completed the DSHS CPW training, and must have a CPW case manager on staff. Information about the required training is available online at http://www.dshs.state.tx.us/caseman/default.shtm.

Laboratory Services

Selected laboratory services are available through Title V Prenatal Medical Services. Contractors will send the laboratory tests to the lab of providers' choice. Newborn screening test, mandated by law, will be the only test required to be sent to the Austin DSHS laboratory. Contractors are required to follow the guidelines included in the "Laboratory Services Chapter" of the DSHS Policies and Procedures Manual for the Title V Child Health and Dental Fee for Service and the Title V Prenatal Fee for Service. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title V Prenatal Dental Services

Healthy People 2020 Oral Health Goals goals:

1. OH-3.1 Reduce the proportion of adults aged 35-44 years with untreated dental decay
2. OH-4.1 Reduce the proportion of adults aged 45-64 who have ever had a permanent tooth extracted because of dental caries or periodontitis (gum disease)
3. OH-7 Increase the proportion of children, adolescents, and adults who used the oral health system in the past 12 months
4. OH-10 Increase the proportion of local health departments and Federally Qualified Health Centers (FQHCs) that have an oral health component
5. OH-14 Increase the proportion of adults who receive preventive interventions in dental offices

    OH-14.1 Increase the proportion of adults who received information from a dentist or dental hygienist focusing on reducing tobacco use or smoking cessation in the past year

    1. OH-14.2 Increase the proportion of adults who received an oral and pharyngeal cancer screening from a dentist or dental hygienist in the past year
    2. OH-14.3 Increase the proportion of adults who are tested or referred for glycemic control from a dentist or dental hygienist in the past year

Office of Women's Oral Health Goals is to encourage prenatal and emphasis on the importance of oral health for the health of the baby. This can be supported and realized through preventive and primary dental care of the pregnant woman with the following goals:

1. Decrease the transmission of decay causing bacteria from the mother to the infant

2. Decrease the inflammatory mediators associated with gum (periodontal) disease (periodontitis) that are the same inflammatory mediators found in diabetes, cardiovascular disease, and arthritis and impact the ability to effectively treat these conditions during pregnancy and post-partum
3. Reduce the bacterial load within the pregnant woman's mouth
4. Restore the pregnant woman's mouth to function to allow adequate nutritional intake to support healthy development of the fetus and infant

Title V Prenatal Dental Services include dental services to pregnant women of all ages up to three months post-partum. Title V Prenatal Dental Services includes screening and eligibility determination, dental services, and appropriate referrals as necessary. Eligible clients must have a gross family income at or below 185% of the adopted FPL, must be Texas residents, and must not be eligible for other programs/benefits providing the same services.

Title V Prenatal Dental and the CHIP Perinatal Program and Medicaid for prenatal services will run concurrently. During the first dental visit, providers will ensure that the woman is or will receive prenatal services via Medicaid, CHIP Perinatal, or Title V. Post-partum dental services may continue up to three months following the delivery.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Prenatal Dental Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Contractors are required to conduct project activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to nondiscrimination requirements can be found on the Health and Human Services Commission (HHSC) Civil Rights Office website at: http://www.hhs.state.tx.us/aboutHHS/CivilRights.shtml.

Upon request, a contractor must provide the HHSC Civil Rights Office with copies of all the contractor's civil rights policies and procedures. Contractors must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than 10 calendar days after receipt of the complaint. Notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, TX 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free (877) 432-7232
Fax: (512) 438-5885

A contractor must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the contractor's programs, benefits or activities on the basis of national origin and must take reasonable steps to provide services and information both orally and in writing. Contractors must communicate in languages other

than English in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Contractors must comply with Executive Order 13279 and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Contractors are required to conduct project activities in accordance with the most recent *DSHS Standards for Public Health Clinic Services* and the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal located at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm. Contractors may obtain a copy of the most recent *DSHS Standards for Public Health Clinic Services* which is posted on the DSHS website at: http://www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.pdf.

DSHS reserves the right to modify the Statement of Work of the contract and to incorporate Special Provisions into contracts awarded under this RFP.

The Department of State Health Services (DSHS) Title V Fee-for-Service program is developing a new online eligibility and claims payment system. The ultimate goal of this new electronic system is to enhance and improve the quality of work shared between your organization and DSHS, allow quicker payments, allow faster and more efficient communication, as well as increased accuracy in review and approval of client service support. DSHS anticipates that the new system will be operational on or around September 1, 2014.

Respondents to this RFP will be required to use the new DSHS screening, billing and reporting system to bill for services. Until the system is operational, contractors will bill using a Microsoft Excel monthly voucher.

III. PROCUREMENT REQUIREMENTS

A. RFP Point of Contact

For purposes of **submitting questions** concerning this RFP, the only contact is ***Blanca Flores*** unless otherwise delegated by the Client Services Contracting Unit (CSCU) Director. All communications concerning this RFP must be submitted by e-mail (preferred), mail, hand-delivery, or fax to:

Mailing Address for Regular Mail:
Blanca Flores
Ref: RFP# CHS/TV-0554.1
Client Services Contracting Unit MC 1886
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347

Physical
Ref: **Address for Overnight Mail or hand-delivery:**
Blanca Flores
RFP# CHS/TV-0554.1
Client Services Contracting Unit MC 1886
Department of State Health Services
1100 W. 49th Street, Room T-502
Austin, Texas 78756

Phone and Fax Numbers:
512/776-7470 phone
512776- 7351 fax

CSCU Contact Email: *blanca.flores@dshs.state.tx.us*

Employees and representatives of DSHS other than Blanca Flores are not permitted to answer questions or otherwise discuss the contents of the RFP with any respondents or potential respondents or their representatives. Failure to observe this restriction may result in disqualification of this or other subsequent proposals. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this RFP.

Written inquiries or questions about this RFP must be received no later than the date specified in Section I.E. Schedule of Events by **12:00 p.m. noon *Central Daylight Saving Time (CDST).*** Questions submitted after this date and time will not be answered. Questions will not be answered verbally. Questions must be submitted by e-mail (preferred), mail, hand-delivery, or fax to the addresses or numbers above.

All questions and answers will be posted on the *Electronic State Business Daily* (ESBD) website at: *http://esbd.cpa.state.tx.us.* Postings may be made as questions are answered; however, all questions will be answered and posted no later than 5:00 P.M. ***CDST*** on the date specified in Section I E. Schedule of Events.

It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a bid. The Respondent's failure to periodically check the ESBD will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

Below are steps to navigate the ESBD website to view all documents posted related to this RFP including questions and answers. If you know the Agency Requisition number, skip to 1. c.

1. On the ESBD page, under the Browse heading:
    a. For the Agency Field, click Name then select Department of State Health Services from the pull down menu.
    b. For the Search Type Field, select Search Bid/Procurement Opportunities from the pull down menu.
    c. In the Agency Requisition Number field, type "CHS/TV-0554.1".
    d. Leave the NIGP Class – Item Number field blank.
    e. For the Order Results By field, select your preference from the pull down menu.
    f. Click the GO button.
2. All documents that are posted for this RFP will be displayed with a description of each document.
3. Click on the appropriate document or bid package to see the file.

CSCU is the point of contact with regard to all procurement and contractual matters relating to the services described herein prior to the award of any contract(s) as a result of this RFP. CSCU is the only office authorized to clarify, modify, amend, alter, or withdraw the project requirements, terms, and conditions of this RFP.

B. Proposal Due Date

The proposal must be received on or before **2:00 P.M. CDST** on the date specified in Section I.E. Schedule of Events.

C. Submission

The original proposal, six (6) additional hard copies, and one (1) electronic copy on a compact disc must be submitted on or before the due date to the RFP Point of Contact at the address specified in Section I, Part III. A. RFP Point of Contact. DSHS will not accept proposals by fax or e-mail. The original proposal and all copies (hard and electronic) must include any additional documents or appendices that make up the response.

If a proposal is sent by overnight mail or hand-delivered to the DSHS address above, the respondent should request a receipt at the time of delivery to verify the proposal was received on or before the proposal due date and time. **Hand-delivered proposals must be delivered to the room number identified in Section I, Part III. A. RFP Point of Contact**.

If a proposal is mailed, it is considered as meeting the deadline if it is mailed/delivered to the correct address as reflected in Section I, Part III. A. RFP Point of Contact and received by DSHS on or before the due date and time.

Respondents sending proposals by the United States Postal Service or commercial delivery services must ensure the carrier will be able to guarantee delivery of the proposal by the due date and time. DSHS may make exceptions only for natural disasters or catastrophes in the affected area as determined by DSHS. The respondent must submit to the RFP contact proper documentation that reflects the above exceptions before DSHS can consider the proposal as having been received by the deadline. It is the respondent's responsibility to ensure timely delivery of the proposal as required by this RFP.

Proposals that do not meet the above criteria will not be eligible for competition.

IV. PROPOSAL SCREENING AND EVALUATION

Proposals will be reviewed according to the criteria below. To maximize fairness for all proposals during review, DSHS staff may only confirm receipt of a proposal and are not permitted to discuss the proposal or its review during the review process. All proposals remain with DSHS and will not be returned to the respondent.

A. Screening Process

Proposals are initially screened for eligibility and completeness. The required preliminary screening or eligibility criteria include:

1. Proposal received on or before the proposal due date and time.
2. The original proposal bears an original signature of the authorized official of the respondent organization on Form A-1. Face Page.
3. Historically Underutilized Business (HUB) subcontracting plan that meets HUB requirements is included. **Note to All Respondents: Texas law provides that a proposal submitted in response to this RFP that does not contain a HUB subcontracting plan is non-responsive, in accordance with Texas Government Code § 2161.252.**
4. Form A-3: Administrative Information will be used in the initial screening process. This information may be used to exclude a proposal from review at the sole discretion of DSHS.
5. Respondent may not submit more than one proposal in response to this RFP.

In conducting the screening process, DSHS at its sole discretion may give respondents an opportunity to submit missing information or correct identified areas of noncompliance within a specified period of time. In such an instance, if no new information is received by the stated deadline, the proposal will be screened as is or may be disqualified from the evaluation process. Information submitted after the deadline will not be part of the evaluation.

DSHS reserves the right to waive irregularities that DSHS in its sole discretion determines to be minor. If such irregularities are waived, similar irregularities in all proposals will be waived.

B. Evaluation Process

Proposals that successfully pass the initial screening will be evaluated by an evaluation team consisting of DSHS staff, using the standard evaluation criteria and scoring values as outlined below.

Successful respondents shall achieve a score of at least 64 points for Title V Child Health & Child Dental Services and 64 points for Title V Prenatal Medical and Prenatal Dental Services. Proposals with a score less than indicated above may not be considered. Not all respondents who are deemed eligible to receive funds are assured of receiving an award.

In the event an item of noncompliance appears in a significant number of proposals, suggesting a possible lack of clarity in the RFP, DSHS at its sole discretion may give all respondents an opportunity to correct the identified areas of noncompliance within a specified period of time. In such an instance, if no new information is received by the stated deadline, the proposal will be evaluated as is. Information submitted after the deadline will not be part of the evaluation.

C. Evaluation Criteria

The proposal sections will be weighted as follows:

Form	Proposal Components	Title V Child Health & Dental Services Points	Title V Prenatal Medical & Dental Services Points
	Readiness Criteria		
A-8	Respondent Site Readiness	15	15
A-10	Respondent Background	12	12
B-2. C-	Service Delivery	5	5

2	Plan		
	Scoring Criteria		
A-11	Assessment Narrative	20	20
B-2, C-2	Service Delivery Plan	40	40
	Total Possible Points per Program	92	92
	Minimum Number of Points to be Funded	64	64

DSHS reserves the right to perform on-site and/or desk reviews for respondents scoring low on any portion of the readiness component of this RFP. If DSHS determines that the respondent is not sufficiently ready to perform, then DSHS reserves the right not to enter into a contract with the respondent.

D. Selection, Negotiation, and Award

Proposals will be reviewed according to the criteria described in this RFP. Funding award decisions will be based on:

- available funds,
- respondent scores,
- respondent readiness,
- an allocation methodology based on regional data that considers total population figures and the health and/or socioeconomic disparity of the populations to be served, as relevant to the proposed Statement of Work,
- demonstration by the respondent of the ability to provide services to a population in need as described in the Assessment Narrative (Form A-11) and the Service Delivery Plan (Form B-2 and Form C-2),
- the best interest of the State in providing services, and access to services under this RFP, and
- is at the sole discretion of DSHS. RFP respondents may ask for funds up to the amount available in each of the region(s) proposed to be served. Not all respondents who are deemed eligible to receive funds are assured of receiving an award.

The final funding amount and the provisions of the contract will be determined at the sole discretion of DSHS staff.

Any exceptions to the requirements, terms, conditions, or certifications in the RFP or attachments, addendums, or revisions to the RFP or General Provisions, sought by the respondent must be specifically detailed in writing by the respondent on Form A-4: Exception Form in this proposal and submitted to DSHS for consideration. DSHS will accept or reject each proposed exception. DSHS will not consider exceptions submitted separately from the respondent's proposal or at a later date.

DSHS will enter into negotiations with one or more of the top scorers in each region. Respondents selected for contract negotiations will be contacted by DSHS staff to negotiate the proposed funding amounts, request revisions necessary to the budget and any other forms, and to confirm readiness. Respondents will have a set amount of time in which to make revisions and return revised documents to DSHS, in order to be considered for an award. Respondents failing to meet prescribed deadlines will not be awarded a contract. If negotiations and needed revisions are acceptable to DSHS, DSHS at its sole discretion may enter into contract(s) with respondent(s).

CSCU will post to the ESBD a list of respondents whose proposals are selected for **final** award ***after successful negotiations***. This posting does not constitute DSHS's agreement with all the terms of any respondent's proposal and does not bind DSHS to enter into a contract with any respondent whose proposal is posted.

V. DSHS ADMINISTRATIVE INFORMATION

A. Rejection of Proposals

1. DSHS reserves the right to reject any or all proposals and is not liable for any costs incurred by the respondent in the development or submission of the proposal.
2. Any attempt by an employee, officer, or agent of the respondent to influence the outcome of DSHS's review through contact with any Commissioner or staff member of DSHS or other Texas health and human services agency will result in rejection of the proposal.
3. Any material misrepresentation in proposals submitted to DSHS will result in rejection of the proposal.
4. Form A-3: Administrative Information. Information supplied on this form will be used in the screening, evaluation, and/or rejection of any proposal.
5. Proposals may be rejected for failure to meet screening criteria or respondent eligibility criteria.

B. Right to Amend or Withdraw RFP

DSHS reserves the right to alter, amend, or modify any provisions of this RFP or to withdraw this RFP at any time prior to the execution of a contract if it is in the best interest of DSHS and the State of Texas. The decision of DSHS is administratively final. Amendment or withdrawal of the RFP will be posted to the ESBD.

C. Authority to Bind DSHS

For the purposes of this RFP, the Commissioner of DSHS, Assistant Commissioner, Chief Financial Officer or Chief Operating Officer, CSCU Director, or the employee designated through the commissioner's directive relating to line of authority (CD-2005.02) to act in place of one of those employees, is granted the signature responsibility of that employee and are the only individuals who may legally commit DSHS to the expenditure of public funds under the contract. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

D. Financial and Administrative Requirements

General Provisions

1. All contractors under this RFP must comply with the *DSHS General Provisions* posted on the ESBD with this RFP. The General Provisions are also located at: http://www.dshs.state.tx.us/grants/gen-prov.shtm.

   Respondent is not required to return the General Provisions or DSHS Assurances and Certifications with their proposal. By signing the Form A-1: Face Page, respondent is agreeing to abide by the referenced general provisions and DSHS Assurances and Certifications.

2. All contractors must comply with the cost principles, audit requirements, and administrative requirements.

Additional requirements on basic accounting and financial management systems are found in *DSHS Contractor Financial Procedures Manual.* Copies of the procedures manual are available online at http://www.dshs.state.tx.us/contracts/docs/cfpm.doc. *OMB Circulars* may be found at: http://www.whitehouse.gov/omb/circulars/.

All DSHS contractors are required to maintain a financial management system that will identify the receipt and expenditure of funds separately for each DSHS contract and/or program attachment and will record expenditures by the budget cost categories in the approved budget for a cost reimbursement program attachment. This requires establishing within the chart of accounts and general ledger,a separate set of accounts for each program attachment. In order to ensure the fiscal integrity of accounting records, the contractor must utilize an accounting system that does not permit overwrite or erasure of transactions posted to the general ledger.

Additional requirements on basic accounting and financial management systems are found in DSHS General Provisions, Allowable Costs and Audit Requirements and the DSHS Contractor Financial Procedures Manual. Copies of the procedures manual are available online at http://www.dshs.state.tx.us/contracts/cfpm.shtm. OMB Circulars may be found at http//www.whitehouse.gov/omb/circulars. Internet links to laws and regulations applicable to the financial and administrative requirements of grants and sub grants are provided below.

Circulars (CFRs):http://www.whitehouse.gov/omb/grants/grants_circulars.html

Federal agency common rules: http://www.whitehouse.gov/omb/grants/chart.html

Code of Federal Regulations: http://www.access.gpo.gov/nara/cfr/cfr-table-search.html

Uniform Grant Management Standards:
http://governor.state.tx.us/files/state-grants/UGMS062004.doc

Federal Department of Health and Human Services, Grants Policy Statement: http://www.hhs.gov/grantsnet/adminis/gpd/

E. Contracting with Subcontractors and/or Vendors

The selected contractor may enter into contracts with subrecipient subcontractors or procurement contracts with vendors on a limited basis with the funds provided by this RFP. Subcontracts may be used to augment contractor's capacity to perform Title V prenatal services.

Contracts with subrecipients or procurement contracts with vendors must be in writing. These contracts are subject to the requirements of the primary contract and shall comply with the requirements specified in the Contracts with Subrecipients and Contracts for Procurement articles in the General Provisions for Department of State Health Services Grant Contracts. The contract general

provisions are available online at http://www.dshs.state.tx.us/grants/docs.shtm.

If a respondent plans to enter into a contract in which a subrecipient or vendor will receive a substantial portion of the scope of the project, i.e., $25,000 or 25 percent of the respondent's funding request, whichever is greater, the respondent shall submit justification to DSHS and receive prior written approval from DSHS before entering into the contract.

F. DSHS Historically Utilized Business Participation

In accordance with Texas Government Code **§2161.252**, a proposal that does not contain a HUB Subcontracting Plan (HSP) Attachment ____ is non-responsive and will be rejected without further evaluation. In addition, if DSHS determines that the HSP was not developed in good faith, it will reject the proposal for failing to comply with material RFP specifications.

1. Introduction

DSHS is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. DSHS has adopted administrative rules relating to HUBs, and a Policy on the Utilization of HUBs, which is located on DSHS's website.

Pursuant to Texas Government Code §2161.181 and §2161.182, and DSHS's HUB policy and rules, DSHS is required to make a good faith effort to increase HUB participation in its contracts. DSHS may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

2. DSHS's Administrative Rules

DSHS has adopted the CPA's HUB rules as its own. DSHS's rules are located in Title 25, Part 1, Chapter 1, Subchapter N of the Texas Administrative Code, and the CPA rules are located in Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between DSHS's administrative rules and this RFP, the rules shall take priority.

3. Statewide Annual HUB Utilization Goal

The CPA has established statewide HUB participation goals for different categories of contracts in 34 T.A.C. §20.13. In order to meet or exceed the HUB participation goals, DSHS encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.

This contract is classified as an ___Other Services___ _____ contract under

the CPA rule, and therefore has a HUB Annual Procurement Utilization Goal of __24.6_%_ per fiscal year.

4. Required HUB Subcontracting Plan

In accordance with Government Code, Chapter 2161, Subchapter F, each state agency that considers entering into a contract with an expected value of $100,000 or more over the life of the contract (including any renewals) shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

In accordance with 34 T.A.C. §20.14(a) (1) (C) of the HUB Rules. State agencies may determine that subcontracting is probable for only a subset of the work expected to be performed or the funds to be expended under the contract. If an agency determines that subcontracting is probable on only a portion of a contract, it shall document its reasons in writing for the procurement file.

DSHS has determined that subcontracting opportunities are probable for this RFP. As a result, the respondent must submit an HSP with its proposal. The HSP is required whether a respondent intends to subcontract or not.

In the HSP, a respondent must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt a respondent from completing the HSP requirement.

DSHS shall review the documentation submitted by the respondent to determine if a good faith effort has been made in accordance with solicitation and HSP requirements. During the good faith effort evaluation, DSHS may, at its discretion allow revisions necessary to clarify and enhance information submitted in the original HSP.

If DSHS determines that the respondent's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

5. CPA Centralized Master Bidders List

Respondents may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, DSHS has identified the following class and item codes for potential subcontracting opportunities:

NIGP Class/Item Code: 948-48

Respondents are not required to use, nor limited to using, the class and item codes

identified above, and may identify other areas for subcontracting.

DSHS does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so respondents are encouraged to refer to the CMBL often to find the most current listing of HUBs.

6. HUB Subcontracting Procedures – If a Respondent Intends to Subcontract

A HSP must demonstrate that the respondent made a good faith effort to comply with DSHS's HUB policies and procedures. The following subparts outline the items that DSHS will review in determining whether an HSP meets the good faith effort standard. A respondent that intends to subcontract must complete the HSP to document its good faith efforts.

For step-by-step audio/video instructions on how to complete the HSP, you may also visit the CPA's website at:
http://www.cpa.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/.

6.1 Identify Subcontracting Areas and Divide Them into Reasonable Lots

A respondent should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

6.2 Notify Potential HUB Subcontractors

The HSP must demonstrate that the respondent made a good faith effort to subcontract with HUBs. The respondent's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

6.2.1. Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The respondent must determine which portions of work, including goods and services, will be subcontracted.

6.2.2. Use the appropriate method(s) to demonstrate good faith effort. The respondent can use either method(s) 1, 2, 3, or 4:

6.3 Method 1: Respondent Intends to Subcontract with only HUBs:

The respondent must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or,

6.4 Method 2: Respondent Intends to Subcontract with HUB Protégé(s):

The respondent must identify in the HSP the HUB protégé'(s) that will be utilized andshould:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to DSHS; and
- Identify areas of the HSP that will be performed by the protégé

DSHS will accept a Mentor Protégé Agreement that has been entered into by a respondent (Mentor) and a certified HUB (protégé) in accordance with Texas Government Code §2161.065. When a respondent proposes to subcontract with a protégé(s), it does not need to provide notice to 3 HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with submission of a protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé, or,

6.5 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The respondent must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized; and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this solicitation. When utilizing this method, only HUB subcontractors that has existing contracts with the respondent for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this solicitation, respondents may also use non-HUB subcontractors; or,

6.6 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The respondent must identify in the HSP and submit documentation regarding both of the following requirements:

- written notification to minority or women trade organizations or development centers to assist in identifying potential HUBs of the subcontracting opportunities the respondent intends to subcontract.

  Respondents must give minority or women trade organizations or development centers at least seven (7) working days prior to submission of the respondent's response for dissemination of the subcontracting opportunities to their members. A list of minority and women trade organizations is located on DSHS's website under the Minority and Women Organization link.

- written notification to at least three (3) HUB businesses of the subcontracting opportunities that the respondent intends to subcontract. The written notice must

be sent to potential HUB subcontractors prior to submitting proposals and must include:

- a description of the scope of work to be subcontracted;
- information regarding the location to review project plans or specifications;
- information about bonding and insurance requirements;
- required qualifications and other contract requirements; and
- a description of how the subcontractor can contact the respondent.

Respondents must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the respondent's response unless circumstances require a different time period, which is determined by the agency and documented in the contract file;

Respondents must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Respondents may rely on the services of contractor groups; local, state and federal business assistance offices; and other organizations that provide assistance in identifying qualified applicants for the HUB program.

Written Justification of the Selection Process

DSHS will make a determination if a good faith effort was made by the respondent in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the respondent's good faith efforts in developing and submission of the HSP. DSHS may require the respondent to submit additional documentation explaining how the respondent made a good faith effort in accordance with the solicitation.

A respondent must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the respondent negotiated in good faith with qualified HUB bidders, and did not reject qualified HUBs who were the best value responsive bidders.

6.7 Method 4: Respondent Does Not Intend to Subcontract

When the respondent plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The respondent must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the respondent must identify the sections of the proposal that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The respondent must agree to comply with the following if requested by DSHS:

- provide evidence of sufficient respondent staffing to meet the RFP requirements;
- provide monthly payroll records showing the respondent staff fully dedicated to the contract;
- allow DSHS to conduct an on site review of company headquarters or work site where services are to be performed and,
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

7.Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful respondent(s).

After contract award, DSHS will coordinate a post-award meeting with the successful respondent to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP, and must submit monthly subcontract reports to DSHS by completing the HUB "Prime Contractor Progress Assessment Report." This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

DSHS's UTCs outline the procedures for changing the HSP, as well as the HSP compliance and reporting requirements. All changes to the approved HSP require prior DSHS approval. In general, if the contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4.6 of this RFP (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, or participate in the Mentor Protégé Program).

For this reason, DSHS encourages respondents to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the respondent plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow DSHS to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract, and will be subject to remedial actions. DSHS may also report noncompliance to the CPA in accordance with the CPA's Rules, §20.105 (relating to Debarment) and §20.106 (relating to Procedures for Investigations and Debarment).

G. Contract Information

DSHS will monitor contractor's expenditures. A contractor's budget may be subject to a decrease for the remainder of the budget period if expenditure percentages are below the amount projected and determined by DSHS. DSHS reserves the right to adjust the funding allocation to contractors pursuant to the terms of the contract.

H. Contract Award Protest Policy

Respondents who feel aggrieved in connection with a contract award based on this RFP must submit a written protest according to 25 TAC, §4.1 – Contract Protest, which is located at:
http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=4&rl=1

The protest should be mailed or faxed to:

Contract Oversight and Support Section
Attention: Protest Coordinator
MAILCODE 1326
P.O. Box 149347
Austin, TX 78714-9347
Fax: 512/458-7202

CONTENT AND PREPARATION

VI. PROPOSAL CONTENT

A. Instructions for Preparation

The proposal should be developed and submitted in accordance with the instructions outlined in this section. The proposal should meet the following stylistic requirements:

- All pages clearly and consecutively numbered;
- Original and six (6) additional hard copies unbound but secured with binder clips or rubber bands;
- An electronic disc copy must be included in addition to the original and the six (6) hard copies
- Typed (computer or typewriter);
- No less than single-spaced;
- No less than 12-point Arial or Times New Roman font on 8 1/2" x 11" paper with 1" margins for text; 10-point font for forms;
- Black print on white paper;
- Blank forms provided in **SECTION II. BLANK FORMS AND INSTRUCTIONS** must be used (electronic reproduction of the forms is acceptable; however, all

forms must be identical to the original form(s) provided); do not change the font used on forms provided;
- Signed in ink by an authorized official (copies must be signed but need not bear an original signature);
- Envelope/package containing the proposal must clearly identify the respondent's legal name and mailing address as reflected on Form A-1: Face Page; and
- Envelope/package containing the proposal must clearly identify the name and number of the RFP as reflected on the cover page of this RFP.

Specific instructions for each required section are provided. Instructions for completing forms are found on each form. Attachments requested (i.e., organization chart, Table of Contents from policy manual, etc.) should be included behind the appropriate form or at the back of the response.

The RFP has been structured to minimize the duplication of forms for respondents who may choose to request funding for more than one of the Title V-funded services included in this RFP. The RFP contains three (3) sections:

- **Section I** – provides general information on the funded services as well as guidelines for the RFP response content and preparation.
- **Section II** – contains instructions and the blank forms to be submitted. Section II is divided into three (3) attachments.
    - Attachment A – **ALL respondents are required to complete the forms in this Attachment**. If respondent is requesting more than one Title V funded service, complete Attachment A only one (1) time.
    - Attachment B – respondents must complete the forms in this Attachment if requesting Title V Child Health & Dental Services funding.
    - Attachment C – respondents must complete the forms in this Attachment if requesting Title V Prenatal Medical & Dental Services funding.
- **Section III** - Appendices

To be considered for funding for one or more of the Title V-funded services included in this RFP, respondents must complete all forms in Attachment A and all forms in the respective Attachment associated with the Title V service(s) for which the respondent intends to apply.

B. Confidential Information

The respondent must clearly designate any portion(s) of this proposal that contains confidential information and state the reasons the information should be designated as such. **Marking the entire proposal as confidential will be neither accepted nor honored**. If any information is marked as confidential in the proposal, DSHS will determine whether the requested information may be excepted from disclosure under the Public Information Act, Texas Government Code, Chapter 552. If it constitutes an exception, and if a request is made by any other entity or individual for the information marked as confidential, the information will be forwarded to the Texas Attorney General along with a request for a ruling on its confidentiality. Respondents are advised to consult with their legal counsel regarding disclosure issues and to take the appropriate precautions to safeguard trade secrets or any other confidential information. Following the award of any contract, proposals to this RFP are subject to release as public

information unless any proposal or specific parts of any proposal can be shown to be mandated as exempt from disclosure under the Public Information Act, Texas Government Code, Chapter 552.

C. Table of Contents

THE PROPOSAL SHOULD INCLUDE A TABLE OF CONTENTS AND BE ORGANIZED IN THE FOLLOWING ORDER, AS APPLICABLE:

Section II – Attachment A: All Respondents to complete only one time

Form A-1. Face Page - Proposal for Financial Assistance

Form A-2. Proposal Table of Contents and Checklist

Form A-3. Administrative Information – attach required information

Form A-4. Exemptions Form

Form A-5. Historically Underutilized Businesses (HUBs)

Form A-6. Child Support Certification

Form A-7. Clinic Site(s)

Form A-8. Respondent Site Readiness

Form A-9. Title V Fee for Service Program Assurances

Form A-10. Respondent Background

Form A-11. Assessment Narrative

Section II – Attachment B: Child Health & Dental Services Respondents

Form B-1. Contact Person Information

Form B-2. Service Delivery Plan

Form B-3. Ceiling Request and Performance Measures

Form B-4. Child Health Services and Reimbursement Rates

Form B-5. Child Dental Services and Reimbursement Rates

Section II – Attachment C: Prenatal Medical & Dental Services Respondents

Form C-1. Contact Person Information

Form C-2. Service Delivery Plan

Form C-3. Ceiling Request and Performance Measures

Form C-4. Prenatal Medical Services and Reimbursement Rates

Form C-5. Prenatal Dental Services and Reimbursement Rates

Section II

FORMS

Title V Fee for Services Contracts
Child Health & Child Dental
Prenatal Medical & Prenatal Dental

Request for Proposal
Fiscal Year 2014

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: CHS/TV-0554.1
Issued March 21, 2013
Due May 1, 2013

DRAFT

Section II
Attachment A

Common Forms

To Be Completed by ALL Respondents

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Department of State Health Services

FORM A-1: FACE PAGE

Proposal for Financial Assistance – RFP # CHS/TV-0554.1

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION					
1) LEGAL BUSINESS NAME:					
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):				**Check if address change**	☐
3) PAYEE Name and Mailing Address (if different from above):				**Check if address change**	☐
4) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) **or Social Security Number** (9 digit) : **DUNS Number**					
The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.					
5) Medicaid Provider Number:		**OR**	**Date Medicaid Application Submitted & TMHP Ticket #:**		
6) TYPE OF ENTITY (check all that apply):					
	☐ City	☐ Nonprofit Organization*	☐ Individual		
	☐ County	☐ For Profit Organization*	☐ FQHC		
	☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning		
	☐ State Agency	☐ Community-Based Organization	☐ Hospital		
	☐ Indian Tribe	☐ Minority Organization	☐ Private		
		☐ Faith Based (Nonprofit Org)	☐ Other (specify):		
*If incorporated, provide 10-digit charter number assigned by Secretary of State:					
7) PROPOSED BUDGET PERIOD:	**Start Date:**		**End Date:**		
8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).					
9) AMOUNT OF FUNDING REQUESTED	**V-CH & CD: $**				
	V-PM & PD $	**11) PROJECT CONTACT PERSON**			
10) PROJECTED EXPENDITURES	$	Name: Phone: Fax: E-mail:			
Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? ** Yes ☐ No ☐ ***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non project-related DSHS funds.*		**12) FINANCIAL OFFICER** Name: Phone: Fax: E-mail:			
The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.					
13) AUTHORIZED REPRESENTATIVE	**Check if change** ☐	**14) SIGNATURE OF AUTHORIZED REPRESENTATIVE**			
Name: Title: Phone: Fax: E-mail:		**15) DATE**			

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FORM A-1: FACE PAGE INSTRUCTIONS

This form provides basic information about the respondent and the proposed project with the Department of State Health Services (DSHS), including the signature of the authorized representative. It is the cover page of the proposal and is required to be completed. Signature affirms the facts contained in the respondent's response are truthful and the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the respondent's proposal.

1. **LEGAL BUSINESS NAME** - Enter the legal name of the respondent.

2. **MAILING ADDRESS INFORMATION** - Enter the respondent's complete physical address and mailing address, city, county, state, and zip code.

3. **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with respondent to receive payment for services rendered by respondent and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the respondent. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4. **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The respondent acknowledges, understands and agrees the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests. **DUNS Number** – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. . This number is required if receiving **ANY** federal funds and can be obtained at: http://fedgov.dnb.com/webform
5. **MEDICAID PROVIDER NUMBER OR DATE MEDICAID APPLICATION SUBMITTED** – Enter the Medicaid provider number used by the organization to bill Medicaid. If the organization does not have a Medicaid number, enter the date an application was submitted to obtain a Medicaid number and TMPH Ticket #.

6. **TYPE OF ENTITY** - The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Check all appropriate boxes that apply.
   - HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (economically disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the Comptroller's Texas Procurement and Support Services or another entity.
   - MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   - If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

7. **PROPOSED BUDGET PERIOD** - Enter the budget period for this proposal. Budget period is defined in the RFP.

8. **COUNTIES SERVED BY PROJECT** – Check off counties to be served from the list of Texas counties on Page II-5 (below) and include behind the Face Page per Title V funded service for which you are applying. **Complete Form A-1:B for Title V Child Health & Child Dental Services; Form A-1:C; for Title V Prenatal Medical & Prenatal Dental Services.** Do not write counties on line 8. Do check the counties to be served on the counties list page.
9. **AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from DSHS for each type of funding requested. V-CH & CD (Child Health & Child Dental) amount must match the Grand Total of Form B-3. V-PM & PD (Prenatal Medical & Prenatal Dental) amount must match the Grand Total of Form C-3.
10. **PROJECTED EXPENDITURES** - If respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year, respondent must arrange for a financial compliance audit (Single Audit).

11. **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and e-mail address of the person responsible for the proposed project.

12. **FINANCIAL OFFICER** - Enter the name, phone, fax, and e-mail address of the person responsible for the financial aspects of the proposed project.

13. **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and e-mail address of the person authorized to represent the respondent. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.

14. **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the respondent must sign in this blank.
15. **DATE** - Enter the date the authorized representative signed this form.

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FORM A-1: B Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent:

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐ 4/5N	Culberson	☐ 9/10	Hemphill	☐ 01	Mason	☐ 9/10	Scurry	☐ 2/3
Andrews	☐ 9/10	**-D-**		Henderson	☐ 4/5N	Matagorda	☐ 6/5S	Shackelford	☐ 2/3
Angelina	☐ 4/5N	Dallam	☐ 01	Hidalgo	☐ 11	Maverick	☐ 08	Shelby	☐ 4/5N
Aransas	☐ 11	Dallas	☐ 2/3	Hill	☐ 07	McCulloch	☐ 9/10	Sherman	☐ 01
Archer	☐ 2/3	Dawson	☐ 9/10	Hockley	☐ 01	McLennan	☐ 07	Smith	☐ 4/5N
Armstrong	☐ 01	Deaf Smith	☐ 01	Hood	☐ 2/3	McMullen	☐ 11	Somervell	☐ 2/3
Atascosa	☐ 08	Delta	☐ 4/5N	Hopkins	☐ 4/5N	Medina	☐ 08	Starr	☐ 11
Austin	☐ 6/5S	Denton	☐ 2/3	Houston	☐ 4/5N	Menard	☐ 9/10	Stephens	☐ 2/3
-B-		DeWitt	☐ 08	Howard	☐ 9/10	Midland	☐ 9/10	Sterling	☐ 09
Bailey	☐ 01	Dickens	☐ 01	Hudspeth	☐ 9/10	Milam	☐ 07	Stonewall	☐ 2/3
Bandera	☐ 08	Dimmit	☐ 08	Hunt	☐ 2/3	Mills	☐ 07	Sutton	☐ 9/10
Bastrop	☐ 07	Donley	☐ 01	Hutchinson	☐ 01	Mitchell	☐ 2/3	Swisher	☐ 01
Baylor	☐ 2/3	Duval	☐ 11	**-I-**		Montague	☐ 2/3	**-T-**	
Bee	☐ 11	**-E-**		Irion	☐ 9/10	Montgomery	☐ 6/5S	Tarrant	☐ 2/3
Bell	☐ 07	Eastland	☐ 2/3	**-J-**		Moore	☐ 01	Taylor	☐ 2/3
Bexar	☐ 08	Ector	☐ 9/10	Jack	☐ 2/3	Morris	☐ 4/5N	Terrell	☐ 9/10
Blanco	☐ 07	Edwards	☐ 08	Jackson	☐ 08	Motley	☐ 01	Terry	☐ 01
Borden	☐ 9/10	Ellis	☐ 2/3	Jasper	☐ 4/5N	**-N-**		Throckmorton	☐ 2/3
Bosque	☐ 07	El Paso	☐ 9/10	Jeff Davis	☐ 9/10	Nacogdoches	☐ 4/5N	Titus	☐ 4/5N
Bowie	☐ 4/5N	Erath	☐ 2/3	Jefferson	☐ 6/5S	Navarro	☐ 2/3	Tom Green	☐ 9/10
Brazoria	☐ 6/5S	**-F-**		Jim Hogg	☐ 11	Newton	☐ 4/5N	Travis	☐ 07
Brazos	☐ 07	Falls	☐ 07	Jim Wells	☐ 11	Nolan	☐ 2/3	Trinity	☐ 4/5N
Brewster	☐ 9/10	Fannin	☐ 2/3	Johnson	☐ 2/3	Nueces	☐ 11	Tyler	☐ 4/5N
Briscoe	☐ 01	Fayette	☐ 07	Jones	☐ 2/3	**-O-**		**-U-**	
Brooks	☐ 11	Fisher	☐ 2/3	**-K-**		Ochiltree	☐ 01	Upshur	☐ 4/5N
Brown	☐ 2/3	Floyd	☐ 01	Karnes	☐ 08	Oldham	☐ 01	Upton	☐ 9/10
Burleson	☐ 07	Foard	☐ 2/3	Kaufman	☐ 2/3	Orange	☐ 6/5S	Uvalde	☐ 08
Burnet	☐ 07	Fort Bend	☐ 6/5S	Kendall	☐ 08	**-P-**		**-V-**	
-C-		Franklin	☐ 4/5N	Kenedy	☐ 11	Palo Pinto	☐ 2/3	Val Verde	☐ 08
Caldwell	☐ 07	Freestone	☐ 07	Kent	☐ 2/3	Panola	☐ 4/5N	Van Zandt	☐ 4/5N
Calhoun	☐ 08	Frio	☐ 08	Kerr	☐ 08	Parker	☐ 2/3	Victoria	☐ 08
Callahan	☐ 2/3	**-G-**		Kimble	☐ 9/10	Parmer	☐ 01	**-W-**	
Cameron	☐ 11	Gaines	☐ 9/10	King	☐ 01	Pecos	☐ 9/10	Walker	☐ 6/5S
Camp	☐ 4/5N	Galveston	☐ 6/5S	Kinney	☐ 08	Polk	☐ 4/5N	Waller	☐ 6/5S
Carson	☐ 01	Garza	☐ 01	Kleberg	☐ 11	Potter	☐ 01	Ward	☐ 9/10
Cass	☐ 4/5N	Gillespie	☐ 08	Knox	☐ 2/3	Presidio	☐ 9/10	Washington	☐ 07
Castro	☐ 01	Glasscock	☐ 9/10	**-L-**		**-R-**		Webb	☐ 11
Chambers	☐ 6/5S	Goliad	☐ 08	Lamar	☐ 4/5N	Rains	☐ 4/5N	Wharton	☐ 6/5S
Cherokee	☐ 4/5N	Gonzales	☐ 08	Lamb	☐ 01	Randall	☐ 01	Wheeler	☐ 01
Childress	☐ 01	Gray	☐ 01	Lampasas	☐ 07	Reagan	☐ 9/10	Wichita	☐ 2/3
Clay	☐ 2/3	Grayson	☐ 2/3	La Salle	☐ 08	Real	☐ 08	Wilbarger	☐ 2/3
Cochran	☐ 01	Gregg	☐ 4/5N	Lavaca	☐ 08	Red River	☐ 4/5N	Willacy	☐ 11
Coke	☐ 9/10	Grimes	☐ 07	Lee	☐ 07	Reeves	☐ 9/10	Williamson	☐ 07
Coleman	☐ 2/3	Guadalupe	☐ 08	Leon	☐ 07	Refugio	☐ 11	Wilson	☐ 08
Collin	☐ 2/3	**-H-**		Liberty	☐ 6/5S	Roberts	☐ 01	Winkler	☐ 9/10
Collingsworth	☐ 01	Hale	☐ 01	Limestone	☐ 07	Robertson	☐ 07	Wise	☐ 2/3
Colorado	☐ 6/5S	Hall	☐ 01	Lipscomb	☐ 01	Rockwall	☐ 2/3	Wood	☐ 4/5N
Comal	☐ 08	Hamilton	☐ 07	Live Oak	☐ 11	Runnels	☐ 2/3	**-Y-**	
Comanche	☐ 2/3	Hansford	☐ 01	Llano	☐ 07	Rusk	☐ 4/5N	Yoakum	☐ 01
Concho	☐ 9/10	Hardeman	☐ 2/3	Loving	☐ 9/10	**-S-**		Young	☐ 2/3
Cooke	☐ 2/3	Hardin	☐ 6/5S	Lubbock	☐ 01	Sabine	☐ 4/5N	**-Z-**	
Coryell	☐ 07	Harris	☐ 6/5S	Lynn	☐ 01	San Augustine	☐ 4/5N	Zapata	☐ 11
Cottle	☐ 2/3	Harrison	☐ 4/5N	**-M-**		San Jacinto	☐ 4/5N	Zavala	☐ 08
Crane	☐ 9/10	Hartley	☐ 01	Madison	☐ 07	San Patricio	☐ 11		
Crockett	☐ 9/10	Haskell	☐ 2/3	Marion	☐ 4/5N	San Saba	☐ 07		

FORM A-1: C Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent:

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐ 4/5N	Culberson	☐ 9/10	Hemphill	☐ 01	Mason	☐ 9/10	Scurry	☐ 2/3
Andrews	☐ 9/10	**-D-**		Henderson	☐ 4/5N	Matagorda	☐ 6/5S	Shackelford	☐ 2/3
Angelina	☐ 4/5N	Dallam	☐ 01	Hidalgo	☐ 11	Maverick	☐ 08	Shelby	☐ 4/5N
Aransas	☐ 11	Dallas	☐ 2/3	Hill	☐ 07	McCulloch	☐ 9/10	Sherman	☐ 01
Archer	☐ 2/3	Dawson	☐ 9/10	Hockley	☐ 01	McLennan	☐ 07	Smith	☐ 4/5N
Armstrong	☐ 01	Deaf Smith	☐ 01	Hood	☐ 2/3	McMullen	☐ 11	Somervell	☐ 2/3
Atascosa	☐ 08	Delta	☐ 4/5N	Hopkins	☐ 4/5N	Medina	☐ 08	Starr	☐ 11
Austin	☐ 6/5S	Denton	☐ 2/3	Houston	☐ 4/5N	Menard	☐ 9/10	Stephens	☐ 2/3
-B-		DeWitt	☐ 08	Howard	☐ 9/10	Midland	☐ 9/10	Sterling	☐ 09
Bailey	☐ 01	Dickens	☐ 01	Hudspeth	☐ 9/10	Milam	☐ 07	Stonewall	☐ 2/3
Bandera	☐ 08	Dimmit	☐ 08	Hunt	☐ 2/3	Mills	☐ 07	Sutton	☐ 9/10
Bastrop	☐ 07	Donley	☐ 01	Hutchinson	☐ 01	Mitchell	☐ 2/3	Swisher	☐ 01
Baylor	☐ 2/3	Duval	☐ 11	**-I-**		Montague	☐ 2/3	**-T-**	
Bee	☐ 11	**-E-**		Irion	☐ 9/10	Montgomery	☐ 6/5S	Tarrant	☐ 2/3
Bell	☐ 07	Eastland	☐ 2/3	**-J-**		Moore	☐ 01	Taylor	☐ 2/3
Bexar	☐ 08	Ector	☐ 9/10	Jack	☐ 2/3	Morris	☐ 4/5N	Terrell	☐ 9/10
Blanco	☐ 07	Edwards	☐ 08	Jackson	☐ 08	Motley	☐ 01	Terry	☐ 01
Borden	☐ 9/10	Ellis	☐ 2/3	Jasper	☐ 4/5N	**-N-**		Throckmorton	☐ 2/3
Bosque	☐ 07	El Paso	☐ 9/10	Jeff Davis	☐ 9/10	Nacogdoches	☐ 4/5N	Titus	☐ 4/5N
Bowie	☐ 4/5N	Erath	☐ 2/3	Jefferson	☐ 6/5S	Navarro	☐ 2/3	Tom Green	☐ 9/10
Brazoria	☐ 6/5S	**-F-**		Jim Hogg	☐ 11	Newton	☐ 4/5N	Travis	☐ 07
Brazos	☐ 07	Falls	☐ 07	Jim Wells	☐ 11	Nolan	☐ 2/3	Trinity	☐ 4/5N
Brewster	☐ 9/10	Fannin	☐ 2/3	Johnson	☐ 2/3	Nueces	☐ 11	Tyler	☐ 4/5N
Briscoe	☐ 01	Fayette	☐ 07	Jones	☐ 2/3	**-O-**		**-U-**	
Brooks	☐ 11	Fisher	☐ 2/3	**-K-**		Ochiltree	☐ 01	Upshur	☐ 4/5N
Brown	☐ 2/3	Floyd	☐ 01	Karnes	☐ 08	Oldham	☐ 01	Upton	☐ 9/10
Burleson	☐ 07	Foard	☐ 2/3	Kaufman	☐ 2/3	Orange	☐ 6/5S	Uvalde	☐ 08
Burnet	☐ 07	Fort Bend	☐ 6/5S	Kendall	☐ 08	**-P-**		**-V-**	
-C-		Franklin	☐ 4/5N	Kenedy	☐ 11	Palo Pinto	☐ 2/3	Val Verde	☐ 08
Caldwell	☐ 07	Freestone	☐ 07	Kent	☐ 2/3	Panola	☐ 4/5N	Van Zandt	☐ 4/5N
Calhoun	☐ 08	Frio	☐ 08	Kerr	☐ 08	Parker	☐ 2/3	Victoria	☐ 08
Callahan	☐ 2/3	**-G-**		Kimble	☐ 9/10	Parmer	☐ 01	**-W-**	
Cameron	☐ 11	Gaines	☐ 9/10	King	☐ 01	Pecos	☐ 9/10	Walker	☐ 6/5S
Camp	☐ 4/5N	Galveston	☐ 6/5S	Kinney	☐ 08	Polk	☐ 4/5N	Waller	☐ 6/5S
Carson	☐ 01	Garza	☐ 01	Kleberg	☐ 11	Potter	☐ 01	Ward	☐ 9/10
Cass	☐ 4/5N	Gillespie	☐ 08	Knox	☐ 2/3	Presidio	☐ 9/10	Washington	☐ 07
Castro	☐ 01	Glasscock	☐ 9/10	**-L-**		**-R-**		Webb	☐ 11
Chambers	☐ 6/5S	Goliad	☐ 08	Lamar	☐ 4/5N	Rains	☐ 4/5N	Wharton	☐ 6/5S
Cherokee	☐ 4/5N	Gonzales	☐ 08	Lamb	☐ 01	Randall	☐ 01	Wheeler	☐ 01
Childress	☐ 01	Gray	☐ 01	Lampasas	☐ 07	Reagan	☐ 9/10	Wichita	☐ 2/3
Clay	☐ 2/3	Grayson	☐ 2/3	La Salle	☐ 08	Real	☐ 08	Wilbarger	☐ 2/3
Cochran	☐ 01	Gregg	☐ 4/5N	Lavaca	☐ 08	Red River	☐ 4/5N	Willacy	☐ 11
Coke	☐ 9/10	Grimes	☐ 07	Lee	☐ 07	Reeves	☐ 9/10	Williamson	☐ 07
Coleman	☐ 2/3	Guadalupe	☐ 08	Leon	☐ 07	Refugio	☐ 11	Wilson	☐ 08
Collin	☐ 2/3	**-H-**		Liberty	☐ 6/5S	Roberts	☐ 01	Winkler	☐ 9/10
Collingsworth	☐ 01	Hale	☐ 01	Limestone	☐ 07	Robertson	☐ 07	Wise	☐ 2/3
Colorado	☐ 6/5S	Hall	☐ 01	Lipscomb	☐ 01	Rockwall	☐ 2/3	Wood	☐ 4/5N
Comal	☐ 08	Hamilton	☐ 07	Live Oak	☐ 11	Runnels	☐ 2/3	**-Y-**	
Comanche	☐ 2/3	Hansford	☐ 01	Llano	☐ 07	Rusk	☐ 4/5N	Yoakum	☐ 01
Concho	☐ 9/10	Hardeman	☐ 2/3	Loving	☐ 9/10	**-S-**		Young	☐ 2/3
Cooke	☐ 2/3	Hardin	☐ 6/5S	Lubbock	☐ 01	Sabine	☐ 4/5N	**-Z-**	
Coryell	☐ 07	Harris	☐ 6/5S	Lynn	☐ 01	San Augustine	☐ 4/5N	Zapata	☐ 11
Cottle	☐ 2/3	Harrison	☐ 4/5N	**-M-**		San Jacinto	☐ 4/5N	Zavala	☐ 08
Crane	☐ 9/10	Hartley	☐ 01	Madison	☐ 07	San Patricio	☐ 11		
Crockett	☐ 9/10	Haskell	☐ 2/3	Marion	☐ 4/5N	San Saba	☐ 07		

FORM A-2: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent: _____

This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted. ***Except as indicated, complete and include each form, and be sure to indicate page number.***

FORM	DESCRIPTION	Included	Page #	Not Applicable
	Section II – Attachment A : Required for All Respondents			
A-1	Face Page - completed, signed & dated	☐		
A-1:B	Title V Child Health & Child Dental Services, Texas Counties and Regions List behind A-1	☐		☐
A-1:C	Title V Prenatal Medical & Prenatal Dental Services, Texas Counties and Regions List behind A-1	☐		☐
A-2	Proposal Table of Contents and Checklist	☐		
A-3	Administrative Information - with supplemental documentation attached, if required	☐		
A-4	Exception Form	☐		
A-5	Historically Underutilized Business (HUB) Forms including Subcontracting Plan and Progress Report	☐		
A-6	Child Support Certification (non-profit and governmental entities exempt)	☐		☐
A-7	Clinic Sites - complete a separate form for each clinic site	☐		
A-8	Respondent Site Readiness	☐		
A-9	Title V Fee for Services Program Assurances	☐		
A-10	Respondent Background	☐		
A-11	Assessment Narrative	☐		
	Section II – Attachment B: Required for Child Health & Child Dental Services Respondents			
B-1	Contact Person Information	☐		☐
B-2	Service Delivery Plan	☐		☐
B-3	Ceiling Request and Performance Measures	☐		☐
	Section II – Attachment C: Required for Prenatal Medical & Prenatal Dental Services Respondents			
C-1	Contact Person Information	☐		☐
C-2	Service Delivery Plan	☐		☐
C-3	Ceiling Request and Performance Measures	☐		☐

FORM A-3: ADMINISTRATIVE INFORMATION

This form provides information regarding identification and contract history of the respondent, executive management, project management, governing board members, and/or principal officers. Respond to each request for information ***or provide the required supplemental document behind this form.*** *If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*

NOTE: Administrative Information may be used in screening and/or evaluating proposals.

Legal Business Name of Respondent: _____

Identifying Information

1. The respondent must attach the following information:

If a Governmental Entity

- Names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

If a Nonprofit or For Profit Entity

- Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members of the Board of Directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).
- Full names (last, first, middle), and addresses for each partner, officer, and director as well as the full names and addresses for each person who owns five percent (5%) or more of the stock if respondent is a for-profit entity.

2. Is respondent a nonprofit organization?

☐ **YES** ☐ **NO**

If YES, respondent must include evidence of its nonprofit status with the proposal. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.

☐ (a) A copy of a currently valid IRS exemption certificate.

☐ (b) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the respondent organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.

☐ (c) A copy of the organization's certificate of information or similar document if it clearly establishes the nonprofit status of the organization.

☐ (d) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the respondent organization is a local nonprofit affiliate.

FORM A-3: ADMINISTRATIVE INFORMATION continued

Conflict of Interest and Contract History

The respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts include an existing or potential business or personal relationship between the respondent, its principal, or any affiliate or subcontractor, with DSHS, the Health and Human Services Commission, or any other entity or person involved in any way in any project that is the subject of this RFP. Similarly, any existing or potential personal or business relationship between the respondent, the principals, or any affiliate or subcontractor, with any employee of DSHS, or the Health and Human Services Commission must be disclosed. Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by DSHS that a conflict of interest exists, the respondent may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specifications or the RFP on which the bid is based.

3. Does anyone in the respondent organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFP?

☐ **YES** ☐ **NO**

If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

4. Will any person who received compensation from DSHS or Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFP participate financially with respondent as a result of an award under this RFP?

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

5. Will any provision of services or other performance under any contract that may result from this RFP constitute an actual or potential conflict of interest or create the appearance of impropriety?

☐ **YES** ☐ **NO**

If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

6. Are any current or former employees of the respondent current or former employees of DSHS or HHSC (within the last 24 months)?

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

7. Are any proposed personnel related to any current or former employees of DSHS or HHSC?

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

8 Has any member of respondent's executive management, project management, governing board or principal officers been employed by DSHS or HHSC 24 months prior to the proposal due date?

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

9. If the respondent is a private nonprofit organization, does the executive director or other staff serve as voting members on the organizations governing board?

☐ **YES** ☐ **NO**

10. Is respondent or any member of respondent's executive management, project management, board members or principal officers:

- Delinquent on any state, federal or other debt;
- Affiliated with an organization which is delinquent on any state, federal or other debt; or
- In default on an agreed repayment schedule with any funding organization?

☐ **YES** ☐ **NO**

If YES, please explain. (Attach no more than one additional page.)

11. Has the respondent had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?

☐ **YES** ☐ **NO**

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

12. Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?

☐ **YES** ☐ **NO**

If YES, please explain. (Attach no more than one additional page.)

13. Has respondent had a contract with DSHS within the past 24 months?

☐ **YES** ☐ **NO**

<u>If YES</u>, list the DSHS contract and attachment number(s):

DSHS Contract Number(s)

***<u>If NO</u>, respondent must be able to demonstrate fiscal solvency**. Submit a copy of the organization's most recently <u>audited</u> balance sheet, statement of income and expenses and accompanying financial footnotes. If an organization does not have audited financial statements, submit a copy of the organization's most recent IRS Form 990 and an explanation why an audited financial statement is not available. <u>DSHS will review the documents that are submitted and may, at its sole discretion, reject the proposal on the grounds of the</u>*

respondent's financial capability.

ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO FORM A-3, SHOULD BE INSERTED HERE.

FORM A-3-1: GOVERNMENTAL ENTITY

Authorized Officials
Legal Business
Name of _____

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		

FORM A-3-2: NONPROFIT OR FOR-PROFIT ENTITY

Board of Directors and Principal Officers
Legal Business
Name of _____

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).In addition, if entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock.

Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		

FORM A-4: EXCEPTIONS FORM

FORM E: EXCEPTIONS FORM

RFP # CHS/TV-0554.1

This is the approved format for the respondent to: (1) state that no exceptions are being made to the requirements, terms, conditions, or certifications in the RFP or attachments, addendums, or revisions to the RFP or General Provisions, or (2) list all exceptions to any requirements, terms conditions, certifications or deliverables in the RFP or General Provisions.

Respondent must submit this form with their response.

Instructions:

- If no exceptions are being requested to any issue of the RFP, respondent must check the 'no exception' box below and leave the table blank.
- If exceptions are being requested, use the table below and fill in all columns for each exception.
- Ensure the RFP section number and page number or the number of the term or condition of the issue is stated.
- Ensure each exception is described fully or by reference to the exact location within the proposal and/or general provisions.
- Ensure it is stated whether the exception is part of a proposal deliverable with a clear citation to the deliverable.
- Provide an explanation of why the exception is being proposed, and any alternatives being proposed to the issue in the RFP.
- Add more table lines as necessary.
- If more space for explanations or alternatives is reasonably needed, list the exception on this form and reference the attached page(s) – Ensure each attached page clearly identifies the line item it refers to.
- Any alternatives may also be embedded in the proposal narrative as appropriate to make the narrative clear, but in the proposal narrative the exception must be noted with the line item number on this form.

☐ **If no exceptions are being requested, check this box and leave the table below blank**

FORM A-4: EXCEPTIONS FORM

RFP # *CHS/TV-0554.1*

TABLE OF EXCEPTIONS

Exception No.	RFP Section No. and Page No. or no. of term or condition in the general provisions to which exception is requested	Full description of exception requested or reference to exact location of full description if found elsewhere in proposal and/or general provisions.	State if the exception is part of a proposal deliverable with a clear citation to the deliverable	Explanation of why the exception is being proposed and any proposed alternatives to the issue
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

FORM A-5: HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

❖ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

- ❒ Section 1 – Respondent and Requisition Information
- ❒ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ❒ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- ❒ Section 2 c. – Yes
- ❒ Section 4 – Affirmation
- ❒ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ❒ Section 1 – Respondent and Requisition Information
- ❒ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ❒ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ❒ Section 2 c. – No
- ❒ Section 2 d. – Yes
- ❒ Section 4 – Affirmation
- ❒ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ❒ Section 1 – Respondent and Requisition Information
- ❒ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ❒ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ❒ Section 2 c. – No
- ❒ Section 2 d. – No
- ❒ Section 4 – Affirmation
- ❒ GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:**

- ❒ Section 1 – Respondent and Requisition Information
- ❒ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- ❒ Section 3 – Self Performing Justification
- ❒ Section 4 – Affirmation

*__Continuous Contract:__ *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders contracts,***
- ***32.7 percent for all special trade construction contracts,***
- ***23.6 percent for professional services contracts,***
- ***24.6 percent for all other services contracts, and***
- ***21 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Please READ thoroughly when completing this HUB (HSP) Plan: you must: First, find the method that applies to you; see the HSP Quick Checklist to make this determination.

- If using Method B, you must comply with ALL sections of B3 and attach supporting documentation (e.g., notifications, emails, phone logs, etc.) with your bid response.

- If you are **awarded this contract**, you must notify all subcontractors of their selection as a subcontractor and provide a copy of the notification to the HUB Coordinator listed below within **10 days** of receiving the contract award. DSHS HUB Coordinator Contact: shawn.constancio@dshs.state.tx.us

This contract is classified as an **Other Services** contract under the CPA rule, and therefore has a Statewide Annual HUB utilization goal of **24.6%** per fiscal year. **RFP#**
Respondents may search for HUB subcontractors on the CPA Centralized Master Bidders List (CMBL), HUB Directory, which is located on the CPA website: http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, DSHS has identified the following class and item codes for potential subcontracting opportunities:

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No

c. RFP #: _____ Bid Open Date: 1 _____

Enter your company's name here: RFP #:

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - ***Yes***, I will be subcontracting portions of the contract. (If ***Yes***, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☐ - ***No***, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If ***No***, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at **http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
☐ - ***No*** (If ***No***, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
☐ - ***No*** (If ***No***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**Continuous Contract:* *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ RFP #:

SECTION 2 SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
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		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**Continuous Contract:* *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ RFP #:

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "*No*" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☐ - **Yes** (If ***Yes***, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - **No** (If ***No***, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls***).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)

REMINDER:

- If you responded "***Yes***" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "***No***" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.3

HSP Good Faith Effort - Method A (HUB Attachment A)

Enter your company's name here: _____ RFP #: _____

IMPORTANT*:** If you responded "Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc***

SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** _____

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (HUB Attachment B)

Enter your company's name here: _____ RFP #:

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc**

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, to continue to SECTION B-4.)

☐ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c** and **d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at **http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at **http://www.window.state.tx.us/procurement//cmbl/cmblhub.html**. HUB Status code "**A**" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐Yes ☐No
			☐Yes ☐No
			☐Yes ☐No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at **http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/**

d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐Yes ☐No
		☐Yes ☐No

Enter your company's name here: _____ RFP #:

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: _____ **Description:** _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%
	☐ Yes ☐ No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A PRIME CONTRACTOR'S INFORMATION

Company Name: _____ **State** _____

of Texas VID #: Point-of-Contact: _____ **Phone #:** _____

E-mail Address: _____ **Fax #:** _____

Section B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ **Phone #:** _____

Insert Title & RFP# _____ **Bid Open Date:**

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:	**If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than** Select **Central Time on:Date** (mm/dd/yyyy) *In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.* *(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: **- Not Applicable**	
4. Bonding/Insurance Requirements: **- Not Applicable**	
5. Location to review plans/specifications: **- Not Applicable**	

FORM A-6: CHILD SUPPORT CERTIFICATION
(Required for all Respondents EXCEPT Non-profit and Governmental Entities)

Child Support Certification

The Texas Family Code, §231.006, VTCA places certain restrictions on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified below is not a governmental entity or a nonprofit corporation and certifies to the following:

1. The contractor is: (check one)

   ☐ An individual or sole proprietor, or

   ☐ A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

2. The contractor certifies the following is a complete list of the names and social security numbers of either (A) the individual or sole proprietor who is the contractor or (B) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity: (attach additional sheet if necessary).

   (A) Printed Name: _____
   Social Security Number: _____
   (B) Printed Name: _____
   Social Security Number: _____

3. Under the Texas Family Code, §231.006, VTCA the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

4. Printed Name of Contractor: _____
   Printed Name of Authorized Representative: _____
   Signing this Certification: _____
   Signature of Authorized Representative: _____
   Date: _____

FORM A-6: CHILD SUPPORT CERTIFICATION GUIDELINES

Form A-6 is required by Texas Family Code, §231.006, and is designed to certify that anyone applying for funds under this RFP is not a child support obligor (a person who is more than 30 days delinquent). This form is applicable to for-profit corporations, sole proprietors, individuals and partnerships. This form is NOT applicable to Governmental entities and non-profit corporations. These types of entities do not need to complete the form.

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent:	Clinic Site # __ of ___

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site):										
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours				
	☐	V – Child Health	☐	V – Prenatal Medical						
	☐	V-Child Dental	☐	V – Prenatal Dental						
Subcontractor Site:	☐	Yes	☐	No						
Clinic Name to Appear on Website Locator:										
Contact Person:				Phone:						
Location of Site:				Fax:						
Street Address:										
City:		County:		Zip Code:		HSR:				
Pharmacy License #:		TPI #:		NPI#:						

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	HOURS OF OPERATION To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
TUESDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
WEDNESDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
THURSDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
FRIDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
SATURDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
☐ Appointment scheduling on site	☐ Site does client intake and/or eligibility determination
☐ Child Health services provided on site	☐ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
☐ Enrolled as a Texas Health Steps Provider	☐ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: CLINIC SITE FORM INSTRUCTIONS

Complete a separate Clinic Site Form for each clinic site. Information provided on clinic site forms is used to update DSHS websites and public databases, therefore, each clinic form must contain current and accurate information.

Legal Name of Respondent	Respondent's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Service Area	List counties served by that specific clinic site, NOT all counties served by the whole project.
Funding Sources Used to Support this Clinic	From the sources listed, check all sources of funds used to support that specific clinic site.
Subcontractor Site	For each clinic site, indicate whether that particular site is subcontracted by the respondent to another entity for the provision of services.
Clinic Name to Appear on Website Locator	State the name of the clinic as it will appear on the DSHS website locator. (The name should be recognizable to clients.)
Contact Person	Name of contact person for that clinic site.
Phone	Phone number for the clinic.
Location of Site	Clinic location (e.g., Texas Medical Center/Smith Tower)
Fax	Fax number for the clinic.
Street Address	Physical address of clinic.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Pharmacy License #	Pharmacy license number for the clinic (if applicable); otherwise put N/A for Not Applicable.
TPI#	Texas Provider Identifier # for the clinic (if applicable), otherwise N/A.
NPI#	National Provider Identifier # for the clinic (if applicable), or N/A.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of each clinic site for each day of the week broken into morning (e.g., 8:00 a.m. – Noon), afternoon (e.g. 12:01 p.m. – 5:00 p.m.), and evening hours (e.g., 5:01 p.m. – 8:00 p.m.). Indicate days of the week when the clinic is closed (e.g. Tuesday – closed).
Services Provided/Clinic Type	List the type of services provided or type of clinic for each day of the week. For example, Monday = child health clinic, Wednesday = dental clinic, etc. **Legend** -CH-child health, CD-child dental, PM-prenatal medical, PD-prenatal dental.
# Monthly Clinics	List the total number of clinics each month by the day of the week, e.g., Monday = 4 clinics per month; Tuesday = 0 clinics per month, etc.
Total Hours/Month	List the total number of hours of operation per month for each clinic site (e.g., Clinic Site 1 = 128 hours per month; Clinic Site 2 = 160 hours per month, etc.)
Total # Clinics Per Month	List the total number of clinics held per month per clinic site (e.g., Clinic Site 1 = 16, Clinic Site 2 = 20, etc.)

PROGRAM SPECIFICS:

This section of the clinic site form includes questions related to specific DSHS programs. Check the appropriate boxes to indicate what specific services are provided at each clinic site. Services generally vary between clinic sites, so it is essential that accurate service information is reported by respondent in order for DSHS to appropriately monitor services provided. *Important: Any changes in clinic information must be reported **in writing** to the appropriate DSHS Contract Manager in a timely manner. Programmatic or operational changes must be made in accordance with requirements outlined in the DSHS General Provisions at http://www.dshs.state.tx.us/grants/gen-prov.shtm.*

FORM A-8: RESPONDENT SITE READINESS

Legal Business Name of Respondent: _____

Appropriate signage to identify funded entity.	☐	Y	☐	N
Space for clinical and administrative staff?	☐	Y	☐	N
Computer systems with following minimum functionality:				
• Internet Browser – minimum Internet Explorer (IE) 8 or newer	☐	Y	☐	N
• Microsoft Office – minimum Office 2007 Suite or newer	☐	Y	☐	N
• Email Client	☐	Y	☐	N
Locked storage for charts, records, medications and medical supplies	☐	Y	☐	N
Proper disposal for medical waste	☐	Y	☐	N
CLIA certification for level of tests performed	☐	Y	☐	N
Handicap-accessible clinic sites that are geographically close to target population	☐	Y	☐	N
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	☐	Y	☐	N
Appropriate use of interpreter services and language translation (including resources for both).	☐	Y	☐	N
Compliance with Americans with Disabilities Act (ADA) requirements	☐	Y	☐	N
Extended hours and weekend hours for delivery of services, as appropriate.	☐	Y	☐	N

FORM A-8: RESPONDENT SITE READINESS INSTRUCTIONS

Complete the Respondent Site Readiness Form per instructions below. Complete only one form to represent readiness for all clinic sites that will provide Title V services funded through this RFP.

RESPONDENT SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check if clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check if clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Computer systems with following minimum functionality:	This question determines whether responder has adequate computer functionality for clinic sites.
• Internet Browser (minimum IE 8)	Check if clinic computers have internet access (Yes/No).
• Microsoft office (minimum 2007 or newer)	Check if clinic computers have Office 2007 or newer (Yes/No).
• Email Client	Check if clinic computers have email access (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if respondent operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with Americans with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Extended hours and weekend hours for delivery of services, as appropriate.	Check if clinics offer extended hours (i.e., before 8 a.m. or after 5 p.m. on weekdays) and weekend hours that are appropriate for the clients served (Yes/No).

FORM A-9: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: _____

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Department of State Health Services (DSHS) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.

2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.

3. Return 100% of any generated program income to the Title V program that generated the funds.

4. Provide services regardless of client's inability to pay.

5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.

6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.

7. Provide DSHS with access to all data gathered or generated.

8. Agree to share data/information generated by the project, within constraints of confidentiality, with DSHS, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.

9. Grant DSHS rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.

10. Make available for DSHS review, all promotional materials/media to be disseminated in conjunction with this Title V project.

11. Comply with all applicable Title V policies, procedures, and regulations.

12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.

13. Establish orientation and in-service training plan for all project personnel for skills

development and/or continuing education based on an assessment of training needs.

14. Ensure that Title V services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.

15. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.

16. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps module entitled “Overview of Best Practices and Children’s Services” within 90 days of contract execution, and that RNs hired after contract execution complete the module within 90 days of hire.

Authorized Signature **Date**

FORM A-10: RESPONDENT BACKGROUND

Legal Business Name of Respondent: _____

Respondent must provide a narrative description of its organization, staff, systems, and oversight structure (see RESPONDENT BACKGROUND GUIDELINES). Organizational charts, resumes/curriculum vitae, and job descriptions are to be placed following Form A-9 or at the end of the proposal and are not included in the page limit. A maximum of **two (2)** additional pages may be attached if needed for a total of three (3) pages.

FORM A-10: RESPONDENT BACKGROUND GUIDELINES

Respondent must provide a narrative description of its organization, staff, systems and oversight structure in response to the following items, numbering them as indicated:

1. Provide an executive summary describing the organization's vision, mission and values statements, along with a description of how the board of directors is involved in the operations of the organization.

2. Describe past experience(s) providing Child Health, Child Dental, Prenatal Medical, and/or Prenatal Dental services. (Respondent only needs to address the Title V funded service or services for which they are applying.)

3. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the organization.

4. Provide a current organization chart and the resumes/curriculum vitae for the CEO, CFO, Medical Director[1] licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), Dental Director[2] licensed to practice dentistry in Texas (including his/her State of Texas Dental License Number), and Clinical/Program Director. The organization chart must include the appropriate oversight structure (e.g., Board, City Council, County Commissioners, etc.), CEO, CFO, Medical Director, Dental Director and a staffing structure that will support service provision. On the chart, identify the staff who manages clinic operations.

5. Provide job descriptions for the following key employees, i.e., Medical Director[3], Dental Director[4], Clinical/Program Director, eligibility and billing staff, and clinicians.

1 Medical Director is for Child Health and/or Prenatal Medical
2 Dental Medical is for Child Dental and/or Prenatal Dental
3 Medical Director is for Child Health and/or Prenatal Medical
4 Dental Medical is for Child Dental and/or Prenatal Dental

FORM A-11: ASSESSMENT NARRATIVE

Legal Business Name of Respondent: _____

Respondent must provide a narrative description addressing each of the assessment items (see ASSESSMENT NARRATIVE GUIDELINES) associated with the services proposed in this proposal. A maximum of **four** (4) additional pages may be attached if needed for a total of five (5) pages).

FORM A-11: ASSESSMENT NARRATIVE GUIDELINES

Specifically address each of the assessment items listed below associated with the services proposed in this proposal, numbering them as indicated. Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form.

1. Provide brief synopsis of the community as a whole describing in general:
    a. Geographic boundaries (urban or rural, physical environment);
    b. General demographic data (age, gender, ethnicity, etc.);
    c. General socioeconomic data (per capita income, poverty levels, uninsured/underinsured, unemployment, occupational data, etc.); and
    d. General description of community-wide health status (e.g., low birth weight, obesity of children, adolescents and pregnant women, immunization rate, and morbidity/mortality statistics).

2. Describe the target population(s) including:
    a. Geographic service area;
    b. Characteristics of target population (including demographic and socioeconomic data specific to each population);
    c. Target population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
    d. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).

3. Describe gaps in resources and potential barriers to improving health status.

4. Describe any other characteristics of the population(s) you propose to serve or of the proposed service area(s) which make Title V support particularly important?

Section II
Attachment B

Title V Child Health & Child Dental Services Forms

To Be Completed by Child Health & Child Dental Services Respondents Only

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD HEALTH SERVICES

Legal Business Name of Respondent: _____

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Medical Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD DENTAL SERVICES

Legal Business Name of Respondent: _____

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-2 SERVICE DELIVERY PLAN FOR CHILD HEALTH AND CHILD DENTAL SERVICES

Legal Business Name of Respondent: _____

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

FORM B-2: SERVICE DELIVERY PLAN FOR CHILD HEALTH & CHILD DENTAL SERVICES
GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating policies and procedures manual. The service delivery plan must:

1. Summarize the proposed **child health and/or child dental** services. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe service delivery systems, workforce (attach organization chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe the process of assessing client risk factors associated with family violence, substance abuse, and mental health needs.

4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;
   - System utilized to identify and monitor adverse outcomes;

- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: _____

This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form B-3 Guidelines). If you provide services in counties located in different DSHS regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.		
FY14 PROJECTED **Estimated Number of Unduplicated Clients**		
HSR: ☐ 1 ☐ 2/3 ☐4/5N ☐6/5S ☐ 7 ☐ 8 ☐9/10 ☐ 11	Infants 0 - 11 months Children & Adolescents 1 – 21 years	
	Number of Clients	Total $ Amount for all services provided
Child Health (include costs for laboratory and case management)		$
Child Dental		$
GRAND TOTAL* Number of Clients and Dollars Requested		
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐Yes ☐No	Not currently a provider, but am interested in applying: ☐Yes ☐No

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES GUIDELINES

FORM B-3 must be used for Title V proposed child health and dental services only. The form reflects the estimated unduplicated number of the Title V child health and/or child dental eligible clients the respondent proposes to serve, and the total amount estimated to be billed to the Title V Child Health & Child Dental Services program. Complete a separate FORM B-3 for each Health Service Region in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Child Health, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Child Dental enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Child Health & Child Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking “Yes” or “No. If the respondent is not a current provider, check “Yes” or “No” if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM B-4: TITLE V CHILD HEALTH SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Health worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

FORM B-5: TITLE V CHILD DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Dental worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

Section II
Attachment C

Title V Prenatal Medical & Prenatal Dental Services Forms

To Be Completed by Prenatal Medical & Prenatal Dental Services Respondents Only

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL MEDICAL SERVICES

Legal Business Name of Respondent: _____

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Medical Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: _____

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: _____

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating and procedures manual. The service delivery plan must:

1. Summarize the proposed **prenatal medical and/or prenatal dental** services and how respondent will assist patient with the CHIP Perinatal Program application process. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe delivery systems, workforce (attach organizational chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe process of assessing risk factors associated with family violence, substance abuse and mental health needs.

4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract out any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;

- System utilized to identify and monitor adverse outcomes;
- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: _____

<table>
<tr><td colspan="3">This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form C-3 Guidelines).

If you provide services in counties located in different DSHS regions, complete a separate form for <u>each Health Service Region (HSR).</u> Do not complete a separate for each county.</td></tr>
<tr><td colspan="3">FY14 PROJECTED
<u>Estimated Number of Unduplicated Clients</u></td></tr>
<tr><td>HSR: ☐ 1 ☐ 2/3 ☐4/5N ☐6/5S
☐ 7 ☐ 8 ☐9/10 ☐ 11</td><td colspan="2">Pregnant Women</td></tr>
<tr><td></td><td><u>Number of Clients</u></td><td><u>Total $ Amount for all services provided</u></td></tr>
<tr><td>Prenatal Medical (include costs for laboratory and case management)</td><td></td><td>$</td></tr>
<tr><td>Prenatal Dental</td><td></td><td>$</td></tr>
<tr><td>GRAND TOTAL* Number of Clients and Dollars Requested</td><td></td><td></td></tr>
<tr><td>Title V Case Management for Children and Pregnant Woman (TV CPW)</td><td>Currently a provider and interested in continuing:
☐Yes ☐No</td><td>Not currently a provider, but am interested in applying:
☐Yes ☐No</td></tr>
</table>

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL SERVICES CEILING REQUEST AND PERFORMANCE MEASURES GUIDELINES

FORM C-3 must be used for Title V proposed prenatal medical and prenatal dental services only. The form reflects the estimated unduplicated number of Title V prenatal medical and/or prenatal dental eligible clients the respondent proposes to serve and the total amount estimated to be billed to the Title V Prenatal Medical Services program. Complete a separate FORM C-3 for each Health Service Region (HSR) in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Prenatal Medical services, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Prenatal Dental service enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Prenatal Medical & Prenatal Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM C-4: TITLE V PRENATAL MEDICAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Medical worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

FORM C-5: TITLE V PRENATAL DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Dental worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

Section III

APPENDICES

Title V Fee for Services Contracts
Child Health Services
Child Dental Services
Prenatal Medical Services
Prenatal Dental Services
Request for Proposal
Fiscal Year 2014

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: CHS/TV-0554.1
Issued **March 21, 2013**
Due **May 1, 2013**

DRAFT

APPENDICES

APPENDIX A: DSHS ASSURANCES AND CERTIFICATIONS

Note: It is not required that the respondent return the DSHS Assurances and Certifications with the proposal. Some of these Assurances and Certifications may not be applicable to your project. If you have questions, contact the contact person named in this RFP. These assurances and certifications will remain in effect throughout the project period of this solicitation and the term of any contract between respondent and DSHS.

As the duly authorized representative of the respondent, my signature on FORM A: FACE PAGE certifies that the respondent:

1. Is a legal entity legally authorized and in good standing to do business with the State of Texas and has the legal authority to apply for state/federal assistance, and has the institutional, managerial and financial capability and systems (including funds sufficient to pay the non-state/federal share of project costs) to ensure proper planning, management and completion of the project described in this proposal; possesses legal authority to apply for funding; that a resolution, motion or similar action has been duly adopted or passed as an official act of the respondent's governing body, authorizing the filing of the proposal including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized representative of the respondent to act in connection with the proposal and to provide such additional information as may be required;

2. Under Government Code Section 2155.004, is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is incorrect. NOTE: Under Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specification of RFP on which the bid is based;

3. Has a financial system that identifies the source and application of DSHS funds and program income in a unique set of general ledger account numbers, permits preparation of reports required by the contract, permits the tracing of funds expended and program income, allows for the comparison of actual expenditures to budgeted amounts, and maintains accounting records that are supported by verifiable source documents;

4. Will give (and any parent, affiliate, or subsidiary organization, if such a relationship exists, will give) DSHS, HHSC Office of Inspector General, the Texas State Auditor, the Comptroller General of the United States, and if appropriate, the federal government, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

5. Will not supplant funds (i.e. use funds from a contract awarded as a result of this RFP to replace or substitute existing funding from other sources that also supports the activities that

are the subject of the contract), but rather will use funds from the contract to supplement any existing funds currently available for any such activities;

6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;

7. Will ensure that no officer, employee, or member of the respondent's governing body or of the respondent's contractor will vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree;

8. Has not given, offered to give, nor intends to give, at any time hereafter any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, or service to any employee or official of DSHS or HHSC , in connection with this solicitation or procurement; does not have nor will it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under any awarded contract that results from this RFP;

9. Will honor for 90 days after the proposal due date the technical and business terms contained in the proposal;

10. Will initiate the work after receipt of a fully executed contract and will complete it within the contract period;

11. Will not require a client with limited English proficiency to provide or pay for the services of a translator or interpreter;

12. Will identify and document on client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services;

13. Will make every effort to avoid use of any persons under the age of 18 or any family member or friend of a client as an interpreter for essential communications with clients who have limited English proficiency. However, a family member or friend may be used as an interpreter if this is requested by the client and the use of such a person would not compromise the effectiveness of services or violates the client's confidentiality, and the client is advised that a free interpreter is available;

14. Will comply with the Uniform Grant Management Act (UGMA), Texas Government Code, Chapter 783, as amended, and the current Uniform Grant Management Standards (UGMS), issued by the Governor's Budget and Planning Office, applicable Office of Management and Budget Federal Circulars, and if applicable the Federal awarding agency Common Rule and U.S. Department of Health and Human Services Grants Policy Statements, which apply as terms and conditions of any resulting contract. A copy of the UGMS manual and federal references are available upon request;

15. Will remain current in its payment of franchise tax or is exempt from payment of franchise taxes, if applicable;

16. Will comply, if applicable, with Texas Family Code, § 231.006, regarding Child Support, and

certifies that it is not ineligible to receive payment if awarded a contract, and acknowledges that any resulting contract may be terminated and payment may be withheld if this certification is inaccurate;

17. Will comply with the non-discriminatory requirements of Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age;

18. Will not charge a fee or profit. A profit and/or fee are considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance project;

19. Will comply with all applicable requirements of all other state/federal laws, executive orders, regulations, and policies governing this program;

20. In accordance with 2 CFR Part 376 and 180 (parts A-I), as the primary participant, and any of the primary participant's principals (collectively, participants):
    A. are not presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions by any federal department or agency;
    B. have not within a 3-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 private or public (federal, state, or local) transaction or contract under a private or public transaction; violation of federal or state antitrust statutes (including those proscribing price fixing between competitors, allocation of customers between competitors and bid rigging) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the participant's present responsibility;
    C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification;
    D. have not within a 3-year period preceding this proposal/proposal had one or more public transactions (federal, state, or local) terminated for cause or default; and
    E. has not (nor has its representative nor any person acting for the representative) (1) violated the antitrust laws codified by Chapter 15, Texas Business & Commercial Code , or the federal antitrust laws; or (2) directly or indirectly communicated the bid to a competitor or other person engaged in the same line of business.

    Should the respondent not be able to provide this certification (by signing the FACE PAGE Form), an explanation should be placed after this form in the proposal response;

    The respondent agrees by submitting this proposal that the respondent will include, without modification, the certifications in subparagraphs A through E of this paragraph in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions;

21. Will comply with Title 31, USC §1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," which generally prohibits recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the executive or legislative branches of the federal government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (non-appropriated) funds. These requirements apply to grants and

cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93):

A. 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 any 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;

B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agent, 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 respondent must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," (SF-LLL) in accordance with its instructions. SF-LLL and continuation sheet are available upon request from the Department of State Health Services; and

C. The language of this certification must 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 subrecipients must certify and disclose accordingly;

This certification is a material representation of fact upon 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 31 USC §1352. Any person who fails to file the required certification must be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure;

22. Is in good standing with the Internal Revenue Service on any debt owed;

23. Affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication or been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime;

24. Is in good standing with all state and/or federal departments or agencies that have a contracting relationship with the respondent;

25. Will comply with all statutes and standards of general applicability. It is Respondent's responsibility to review and comply with all applicable statutes, rules, regulations, executive orders and policies. Respondent will carry out the terms of this Contract in a manner that is in compliance with the provisions set forth below. To the extent such provisions are applicable to respondent, respondent will comply with the following:

a) The following statutes, rules, regulations and DSHS policies, and any of their subsequent amendments that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief, or religion: 1) Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 U.S.C.A. §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 794(a); 4) the Americans with Disabilities Act of 1990, 42 U.S.C.A. §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 U.S.C.A. §§ 6101-6107: 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C.A. § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91 or CFR Part 15; 8) TEX. LAB. CODE. ch. 21; 9) Food Stamp Act of 1977 (7 USC

§200 et seq); 10) US Department of Labor, Equal Opportunity E.O. 11246, as amended and supplemented; 11) Executive Order 13279 and 45 CFR Part 87 or 7 CFR Part 16 (regarding equal treatment and opportunity for religious organizations; 12) DSHS Policy AA-5018, Non-discrimination Policies and Procedures for DSHS Programs; and13) any other nondiscrimination provision in specific statutes under which application for federal or state assistance is being made, which prohibits exclusion from or limitation of participation in programs, benefits, or activities, or denial of any aid, care, service or other benefit;

b) Drug Abuse Office and Treatment Act of 1972, 21 U.S.C.A. §§ 1101 et seq., relating to drug abuse;
c) Public Health Service Act of 1912, §§ 523 and 527, 42 U.S.C.A. § 290dd-2, and 42 C.F.R. pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
d) Title VIII of the Civil Rights Act of 1968, 42 U.S.C.A. §§ 3601 et seq., relating to nondiscrimination in housing;
e) Immigration Reform and Control Act of 1986, 8 U.S.C.A. § 1324a, regarding employment verification;
f) Pro-Children Act of 1994, 20 U.S.C.A. §§ 6081-6084, regarding the non-use of all tobacco products;
g) National Research Service Award Act of 1971, 42 U.S.C.A. §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding human subjects involved in research;
h) Hatch Political Activity Act, 5 U.S.C.A. §§ 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
i) Fair Labor Standards Act, 29 U.S.C.A. §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 U.S.C.A. §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
J) TEX. GOV'T CODE ch. 469 (Supp. 2004), pertaining to eliminating architectural barriers for persons with disabilities;
k) Texas Workers' Compensation Act, TEX. LABOR CODE, chs. 401-406 28 TEX. ADMIN. CODE pt. 2, regarding compensation for employees' injuries;
l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code ch. 96 regarding safety standards for handling blood borne pathogens;
n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
o) Environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq; 6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§ 7401 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting certain rivers

system; and 11) Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763 regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 C.F.R. Part 900, Subpart F);
q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
r) Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements;
s) Assist DSHS in complying the National Historic Preservation Act of 1966, §106 (16 U.S.C. § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.) regarding historic property;
t) Financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations; "and
u) requirements of any other applicable state and federal statutes, executive orders, regulations, rules, and policies.

If this contract is funded by a grant, additional state or federal requirements found in the Notice of Grant Award may be imposed on respondent;

26. Under §§2155.006 and 2261.053, Government Code, is not ineligible to receive a contract under this RFP and acknowledges that any contract may be terminated and payment withheld if this certification is inaccurate. Sections 2155.006 and 2261.053 relate to violations of federal law in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or certain other disasters;

27. Affirms that the statements in these assurances and certifications are true, accurate, and complete (to the best of respondent's and its authorized representative's knowledge and belief), and agrees to comply with the DSHS terms and conditions if an award is issued as a result of this proposal. Willful provision of false information is a criminal offense. Any person making any false, fictitious, or fraudulent statement may, in addition to other remedies available, be subject to civil penalties.

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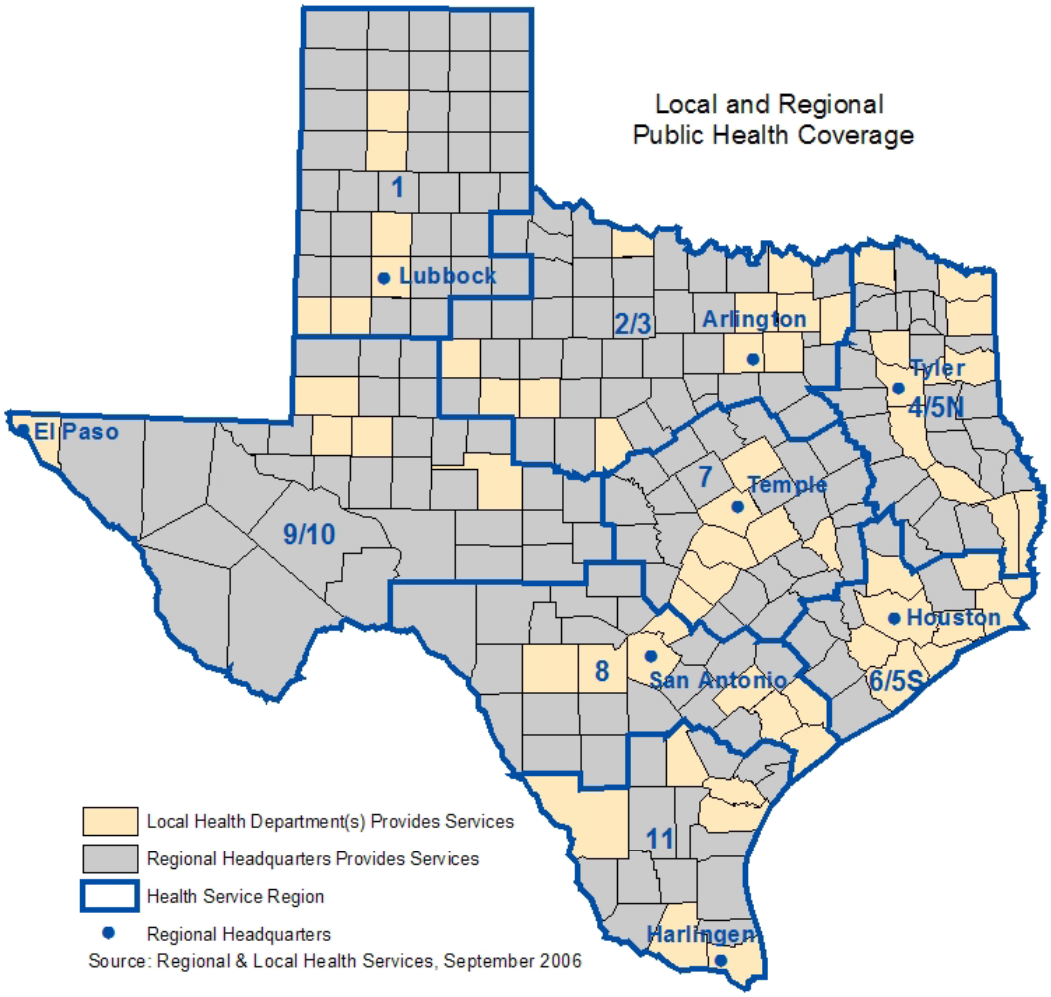
APPENDIX B
DSHS MAP OF HEALTH SERVICE REGIONS



APPENDIX C: GENERAL PROVISIONS

The Subrecipient General Provisions can be found at the following link:
http://www.dshs.state.tx.us/grants/gen-prov.shtm.

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Attachment F - Grantee's Response to Solicitation No. CHS/TV 0554.1

TEXAS Department of State Health Services

Department of State Health Services

FORM A-1: FACE PAGE

Proposal for Financial Assistance – RFP # CHS/TV-0554.1

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION			
1) LEGAL BUSINESS NAME:	Hidalgo County		
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):		Check if address change	☐
	1304 S. 25th Ave. Edinburg, Hidalgo, Tx 78542		
3) PAYEE Name and Mailing Address (if different from above):		Check if address change	☐
	Norma Garcia, County Treasure 2810 S. Business 281, Edinburg, Hidalgo, Tx 78539		
4) Federal Tax ID No. (9 digit), State of Texas Comptroller Vendor ID No. (14 digit) or Social Security Number (9 digit) : DUNS Number	746000717 10-311-0834		

The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

5) Medicaid Provider Number: 1932146836	OR	Date Medicaid Application Submitted & TMHP Ticket #:

6) TYPE OF ENTITY (check all that apply):

	☐ City	☐	Nonprofit Organization*	☐	Individual
	X County	☐	For Profit Organization*	☐	FQHC
	☐ Other Political Subdivision	☐	HUB Certified	☐	State Controlled Institution of Higher Learning
	☐ State Agency	☐	Community-Based Organization	☐	Hospital
	☐ Indian Tribe	☐	Minority Organization	☐	Private
		☐	Faith Based (Nonprofit Org)	☐	Other (specify):

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD:	Start Date: 9/1/13	End Date: 8/31/14

8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).

9) AMOUNT OF FUNDING REQUESTED	V-CH & CD: $ 34,833.00	
	V-PM & PD $ 165,909.00	11) PROJECT CONTACT PERSON
10) PROJECTED EXPENDITURES	$ 2,384,582.00	Name: Eduardo Olivarez Phone: 956-383-6221 Fax: 956-383-3229 E-mail: eddie.olivarez@hchd.org
Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? ** Yes X No ☐ ***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non project-related DSHS funds.*		12) FINANCIAL OFFICER Name: Raymundo Eufracio Phone: 956-318-2511 Fax: 956-318-2577 E-mail: ray.eufracio@auditor.co.hidalgo.tx.us

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE	Check if change ☐	14) SIGNATURE OF AUTHORIZED REPRESENTATIVE
Name: Ramon Garcia Title: County Judge Phone: 956-318-2600 Fax: 956-318-2699 E-mail: ramon.garcia@hidalgo,tx.us		Ramon Garcia 15) DATE 4/2/13

APPROVED BY COMMISSIONERS' COURT ON: 4/2/13

FORM A-1: B Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent: Hidalgo County

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐ 4/5N	Culberson	☐ 9/10	Hemphill	☐ 01	Mason	☐ 9/10	Scurry	☐ 2/3		
Andrews	☐ 9/10	**-D-**		Henderson	☐ 4/5N	Matagorda	☐ 6/5S	Shackelford	☐ 2/3		
Angelina	☐ 4/5N	Dallam	☐ 01	Hidalgo	√ 11	Maverick	☐ 08	Shelby	☐ 4/5N		
Aransas	☐ 11	Dallas	☐ 2/3	Hill	☐ 07	McCulloch	☐ 9/10	Sherman	☐ 01		
Archer	☐ 2/3	Dawson	☐ 9/10	Hockley	☐ 01	McLennan	☐ 07	Smith	☐ 4/5N		
Armstrong	☐ 01	Deaf Smith	☐ 01	Hood	☐ 2/3	McMullen	☐ 11	Somervell	☐ 2/3		
Atascosa	☐ 08	Delta	☐ 4/5N	Hopkins	☐ 4/5N	Medina	☐ 08	Starr	☐ 11		
Austin	☐ 6/5S	Denton	☐ 2/3	Houston	☐ 4/5N	Menard	☐ 9/10	Stephens	☐ 2/3		
-B-		DeWitt	☐ 08	Howard	☐ 9/10	Midland	☐ 9/10	Sterling	☐ 09		
Bailey	☐ 01	Dickens	☐ 01	Hudspeth	☐ 9/10	Milam	☐ 07	Stonewall	☐ 2/3		
Bandera	☐ 08	Dimmit	☐ 08	Hunt	☐ 2/3	Mills	☐ 07	Sutton	☐ 9/10		
Bastrop	☐ 07	Donley	☐ 01	Hutchinson	☐ 01	Mitchell	☐ 2/3	Swisher	☐ 01		
Baylor	☐ 2/3	Duval	☐ 11	**-I-**		Montague	☐ 2/3	**-T-**			
Bee	☐ 11	**-E-**		Irion	☐ 9/10	Montgomery	☐ 6/5S	Tarrant	☐ 2/3		
Bell	☐ 07	Eastland	☐ 2/3	**-J-**		Moore	☐ 01	Taylor	☐ 2/3		
Bexar	☐ 08	Ector	☐ 9/10	Jack	☐ 2/3	Morris	☐ 4/5N	Terrell	☐ 9/10		
Blanco	☐ 07	Edwards	☐ 08	Jackson	☐ 08	Motley	☐ 01	Terry	☐ 01		
Borden	☐ 9/10	Ellis	☐ 2/3	Jasper	☐ 4/5N	**-N-**		Throckmorton	☐ 2/3		
Bosque	☐ 07	El Paso	☐ 9/10	Jeff Davis	☐ 9/10	Nacogdoches	☐ 4/5N	Titus	☐ 4/5N		
Bowie	☐ 4/5N	Erath	☐ 2/3	Jefferson	☐ 6/5S	Navarro	☐ 2/3	Tom Green	☐ 9/10		
Brazoria	☐ 6/5S	**-F-**		Jim Hogg	☐ 11	Newton	☐ 4/5N	Travis	☐ 07		
Brazos	☐ 07	Falls	☐ 07	Jim Wells	☐ 11	Nolan	☐ 2/3	Trinity	☐ 4/5N		
Brewster	☐ 9/10	Fannin	☐ 2/3	Johnson	☐ 2/3	Nueces	☐ 11	Tyler	☐ 4/5N		
Briscoe	☐ 01	Fayette	☐ 07	Jones	☐ 2/3	**-O-**		**-U-**			
Brooks	☐ 11	Fisher	☐ 2/3	**-K-**		Ochiltree	☐ 01	Upshur	☐ 4/5N		
Brown	☐ 2/3	Floyd	☐ 01	Karnes	☐ 08	Oldham	☐ 01	Upton	☐ 9/10		
Burleson	☐ 07	Foard	☐ 2/3	Kaufman	☐ 2/3	Orange	☐ 6/5S	Uvalde	☐ 08		
Burnet	☐ 07	Fort Bend	☐ 6/5S	Kendall	☐ 08	**-P-**		**-V-**			
-C-		Franklin	☐ 4/5N	Kenedy	☐ 11	Palo Pinto	☐ 2/3	Val Verde	☐ 08		
Caldwell	☐ 07	Freestone	☐ 07	Kent	☐ 2/3	Panola	☐ 4/5N	Van Zandt	☐ 4/5N		
Calhoun	☐ 08	Frio	☐ 08	Kerr	☐ 08	Parker	☐ 2/3	Victoria	☐ 08		
Callahan	☐ 2/3	**-G-**		Kimble	☐ 9/10	Parmer	☐ 01	**-W-**			
Cameron	☐ 11	Gaines	☐ 9/10	King	☐ 01	Pecos	☐ 9/10	Walker	☐ 6/5S		
Camp	☐ 4/5N	Galveston	☐ 6/5S	Kinney	☐ 08	Polk	☐ 4/5N	Waller	☐ 6/5S		
Carson	☐ 01	Garza	☐ 01	Kleberg	☐ 11	Potter	☐ 01	Ward	☐ 9/10		
Cass	☐ 4/5N	Gillespie	☐ 08	Knox	☐ 2/3	Presidio	☐ 9/10	Washington	☐ 07		
Castro	☐ 01	Glasscock	☐ 9/10	**-L-**		**-R-**		Webb	☐ 11		
Chambers	☐ 6/5S	Goliad	☐ 08	Lamar	☐ 4/5N	Rains	☐ 4/5N	Wharton	☐ 6/5S		
Cherokee	☐ 4/5N	Gonzales	☐ 08	Lamb	☐ 01	Randall	☐ 01	Wheeler	☐ 01		
Childress	☐ 01	Gray	☐ 01	Lampasas	☐ 07	Reagan	☐ 9/10	Wichita	☐ 2/3		
Clay	☐ 2/3	Grayson	☐ 2/3	La Salle	☐ 08	Real	☐ 08	Wilbarger	☐ 2/3		
Cochran	☐ 01	Gregg	☐ 4/5N	Lavaca	☐ 08	Red River	☐ 4/5N	Willacy	☐ 11		
Coke	☐ 9/10	Grimes	☐ 07	Lee	☐ 07	Reeves	☐ 9/10	Williamson	☐ 07		
Coleman	☐ 2/3	Guadalupe	☐ 08	Leon	☐ 07	Refugio	☐ 11	Wilson	☐ 08		
Collin	☐ 2/3	**-H-**		Liberty	☐ 6/5S	Roberts	☐ 01	Winkler	☐ 9/10		
Collingsworth	☐ 01	Hale	☐ 01	Limestone	☐ 07	Robertson	☐ 07	Wise	☐ 2/3		
Colorado	☐ 6/5S	Hall	☐ 01	Lipscomb	☐ 01	Rockwall	☐ 2/3	Wood	☐ 4/5N		
Comal	☐ 08	Hamilton	☐ 07	Live Oak	☐ 11	Runnels	☐ 2/3	**-Y-**			
Comanche	☐ 2/3	Hansford	☐ 01	Llano	☐ 07	Rusk	☐ 4/5N	Yoakum	☐ 01		
Concho	☐ 9/10	Hardeman	☐ 2/3	Loving	☐ 9/10	**-S-**		Young	☐ 2/3		
Cooke	☐ 2/3	Hardin	☐ 6/5S	Lubbock	☐ 01	Sabine	☐ 4/5N	**-Z-**			
Coryell	☐ 07	Harris	☐ 6/5S	Lynn	☐ 01	San Augustine	☐ 4/5N	Zapata	☐ 11		
Cottle	☐ 2/3	Harrison	☐ 4/5N	**-M-**		San Jacinto	☐ 4/5N	Zavala	☐ 08		
Crane	☐ 9/10	Hartley	☐ 01	Madison	☐ 07	San Patricio	☐ 11				
Crockett	☐ 9/10	Haskell	☐ 2/3	Marion	☐ 4/5N	San Saba	☐ 07				

FORM A-1: C Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent: Hidalgo County

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐ 4/5N	Culberson	☐ 9/10	Hemphill	☐ 01	Mason	☐ 9/10	Scurry	☐ 2/3		
Andrews	☐ 9/10	-D-		Henderson	☐ 4/5N	Matagorda	☐ 6/5S	Shackelford	☐ 2/3		
Angelina	☐ 4/5N	Dallam	☐ 01	Hidalgo	√ 11	Maverick	☐ 08	Shelby	☐ 4/5N		
Aransas	☐ 11	Dallas	☐ 2/3	Hill	☐ 07	McCulloch	☐ 9/10	Sherman	☐ 01		
Archer	☐ 2/3	Dawson	☐ 9/10	Hockley	☐ 01	McLennan	☐ 07	Smith	☐ 4/5N		
Armstrong	☐ 01	Deaf Smith	☐ 01	Hood	☐ 2/3	McMullen	☐ 11	Somervell	☐ 2/3		
Atascosa	☐ 08	Delta	☐ 4/5N	Hopkins	☐ 4/5N	Medina	☐ 08	Starr	☐ 11		
Austin	☐ 6/5S	Denton	☐ 2/3	Houston	☐ 4/5N	Menard	☐ 9/10	Stephens	☐ 2/3		
-B-		DeWitt	☐ 08	Howard	☐ 9/10	Midland	☐ 9/10	Sterling	☐ 09		
Bailey	☐ 01	Dickens	☐ 01	Hudspeth	☐ 9/10	Milam	☐ 07	Stonewall	☐ 2/3		
Bandera	☐ 08	Dimmit	☐ 08	Hunt	☐ 2/3	Mills	☐ 07	Sutton	☐ 9/10		
Bastrop	☐ 07	Donley	☐ 01	Hutchinson	☐ 01	Mitchell	☐ 2/3	Swisher	☐ 01		
Baylor	☐ 2/3	Duval	☐ 11	-I-		Montague	☐ 2/3	-T-			
Bee	☐ 11	-E-		Irion	☐ 9/10	Montgomery	☐ 6/5S	Tarrant	☐ 2/3		
Bell	☐ 07	Eastland	☐ 2/3	-J-		Moore	☐ 01	Taylor	☐ 2/3		
Bexar	☐ 08	Ector	☐ 9/10	Jack	☐ 2/3	Morris	☐ 4/5N	Terrell	☐ 9/10		
Blanco	☐ 07	Edwards	☐ 08	Jackson	☐ 08	Motley	☐ 01	Terry	☐ 01		
Borden	☐ 9/10	Ellis	☐ 2/3	Jasper	☐ 4/5N	-N-		Throckmorton	☐ 2/3		
Bosque	☐ 07	El Paso	☐ 9/10	Jeff Davis	☐ 9/10	Nacogdoches	☐ 4/5N	Titus	☐ 4/5N		
Bowie	☐ 4/5N	Erath	☐ 2/3	Jefferson	☐ 6/5S	Navarro	☐ 2/3	Tom Green	☐ 9/10		
Brazoria	☐ 6/5S	-F-		Jim Hogg	☐ 11	Newton	☐ 4/5N	Travis	☐ 07		
Brazos	☐ 07	Falls	☐ 07	Jim Wells	☐ 11	Nolan	☐ 2/3	Trinity	☐ 4/5N		
Brewster	☐ 9/10	Fannin	☐ 2/3	Johnson	☐ 2/3	Nueces	☐ 11	Tyler	☐ 4/5N		
Briscoe	☐ 01	Fayette	☐ 07	Jones	☐ 2/3	-O-		-U-			
Brooks	☐ 11	Fisher	☐ 2/3	-K-		Ochiltree	☐ 01	Upshur	☐ 4/5N		
Brown	☐ 2/3	Floyd	☐ 01	Karnes	☐ 08	Oldham	☐ 01	Upton	☐ 9/10		
Burleson	☐ 07	Foard	☐ 2/3	Kaufman	☐ 2/3	Orange	☐ 6/5S	Uvalde	☐ 08		
Burnet	☐ 07	Fort Bend	☐ 6/5S	Kendall	☐ 08	-P-		-V-			
-C-		Franklin	☐ 4/5N	Kenedy	☐ 11	Palo Pinto	☐ 2/3	Val Verde	☐ 08		
Caldwell	☐ 07	Freestone	☐ 07	Kent	☐ 2/3	Panola	☐ 4/5N	Van Zandt	☐ 4/5N		
Calhoun	☐ 08	Frio	☐ 08	Kerr	☐ 08	Parker	☐ 2/3	Victoria	☐ 08		
Callahan	☐ 2/3	-G-		Kimble	☐ 9/10	Parmer	☐ 01	-W-			
Cameron	☐ 11	Gaines	☐ 9/10	King	☐ 01	Pecos	☐ 9/10	Walker	☐ 6/5S		
Camp	☐ 4/5N	Galveston	☐ 6/5S	Kinney	☐ 08	Polk	☐ 4/5N	Waller	☐ 6/5S		
Carson	☐ 01	Garza	☐ 01	Kleberg	☐ 11	Potter	☐ 01	Ward	☐ 9/10		
Cass	☐ 4/5N	Gillespie	☐ 08	Knox	☐ 2/3	Presidio	☐ 9/10	Washington	☐ 07		
Castro	☐ 01	Glasscock	☐ 9/10	-L-		-R-		Webb	☐ 11		
Chambers	☐ 6/5S	Goliad	☐ 08	Lamar	☐ 4/5N	Rains	☐ 4/5N	Wharton	☐ 6/5S		
Cherokee	☐ 4/5N	Gonzales	☐ 08	Lamb	☐ 01	Randall	☐ 01	Wheeler	☐ 01		
Childress	☐ 01	Gray	☐ 01	Lampasas	☐ 07	Reagan	☐ 9/10	Wichita	☐ 2/3		
Clay	☐ 2/3	Grayson	☐ 2/3	La Salle	☐ 08	Real	☐ 08	Wilbarger	☐ 2/3		
Cochran	☐ 01	Gregg	☐ 4/5N	Lavaca	☐ 08	Red River	☐ 4/5N	Willacy	☐ 11		
Coke	☐ 9/10	Grimes	☐ 07	Lee	☐ 07	Reeves	☐ 9/10	Williamson	☐ 07		
Coleman	☐ 2/3	Guadalupe	☐ 08	Leon	☐ 07	Refugio	☐ 11	Wilson	☐ 08		
Collin	☐ 2/3	-H-		Liberty	☐ 6/5S	Roberts	☐ 01	Winkler	☐ 9/10		
Collingsworth	☐ 01	Hale	☐ 01	Limestone	☐ 07	Robertson	☐ 07	Wise	☐ 2/3		
Colorado	☐ 6/5S	Hall	☐ 01	Lipscomb	☐ 01	Rockwall	☐ 2/3	Wood	☐ 4/5N		
Comal	☐ 08	Hamilton	☐ 07	Live Oak	☐ 11	Runnels	☐ 2/3	-Y-			
Comanche	☐ 2/3	Hansford	☐ 01	Llano	☐ 07	Rusk	☐ 4/5N	Yoakum	☐ 01		
Concho	☐ 9/10	Hardeman	☐ 2/3	Loving	☐ 9/10	-S-		Young	☐ 2/3		
Cooke	☐ 2/3	Hardin	☐ 6/5S	Lubbock	☐ 01	Sabine	☐ 4/5N	-Z-			
Coryell	☐ 07	Harris	☐ 6/5S	Lynn	☐ 01	San Augustine	☐ 4/5N	Zapata	☐ 11		
Cottle	☐ 2/3	Harrison	☐ 4/5N	-M-		San Jacinto	☐ 4/5N	Zavala	☐ 08		
Crane	☐ 9/10	Hartley	☐ 01	Madison	☐ 07	San Patricio	☐ 11				
Crockett	☐ 9/10	Haskell	☐ 2/3	Marion	☐ 4/5N	San Saba	☐ 07				

FORM A-2: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent: Hidalgo County

This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted. ***Except as indicated, complete and include each form, and be sure to indicate page number.***

FORM	DESCRIPTION	Included	Page #	Not Applicable
	Section II – Attachment A : Required for All Respondents			
A-1	Face Page - completed, signed & dated	√		
A-1:B	Title V Child Health & Child Dental Services, Texas Counties and Regions List behind A-1	√		☐
A-1:C	Title V Prenatal Medical & Prenatal Dental Services, Texas Counties and Regions List behind A-1	√		☐
A-2	Proposal Table of Contents and Checklist	√		
A-3	Administrative Information - with supplemental documentation attached, if required	√		
A-4	Exception Form	√		
A-5	Historically Underutilized Business (HUB) Forms including Subcontracting Plan and Progress Report			√
A-6	Child Support Certification (non-profit and governmental entities exempt)			√
A-7	Clinic Sites - complete a separate form for each clinic site	√		
A-8	Respondent Site Readiness	√		
A-9	Title V Fee for Services Program Assurances	√		
A-10	Respondent Background	√		
A-11	Assessment Narrative	√		
	Section II – Attachment B: Required for Child Health & Child Dental Services Respondents			
B-1	Contact Person Information	√		☐
B-2	Service Delivery Plan	√		☐
B-3	Ceiling Request and Performance Measures	√		☐
	Section II – Attachment C: Required for Prenatal Medical & Prenatal Dental Services Respondents			
C-1	Contact Person Information	√		☐
C-2	Service Delivery Plan	√		☐
C-3	Ceiling Request and Performance Measures	√		☐

FORM A-3: ADMINISTRATIVE INFORMATION

This form provides information regarding identification and contract history of the respondent, executive management, project management, governing board members, and/or principal officers. Respond to each request for information ***or provide the required supplemental document behind this form.*** *If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*

NOTE: Administrative Information may be used in screening and/or evaluating proposals.

Legal Business Name of Respondent: Hidalgo County

Identifying Information

1. **The respondent must attach the following information:**

   If a Governmental Entity

   - Ramon Garcia, Hidalgo County Judge 302 W. University Drive Edinburg, Texas 78539

   If a Nonprofit or For Profit Entity

   - Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members of the Board of Directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).
   - Full names (last, first, middle), and addresses for each partner, officer, and director as well as the full names and addresses for each person who owns five percent (5%) or more of the stock if respondent is a for-profit entity.

2. **Is respondent a nonprofit organization?**

   ☐ **YES** X **NO**

   If YES, respondent must include evidence of its nonprofit status with the proposal. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.

   ☐ (a) A copy of a currently valid IRS exemption certificate.

   ☐ (b) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the respondent organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.

   ☐ (c) A copy of the organization's certificate of information or similar document if it clearly establishes the nonprofit status of the organization.

   ☐ (d) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the respondent organization is a local nonprofit affiliate.

FORM A-3: ADMINISTRATIVE INFORMATION continued

Conflict of Interest and Contract History

The respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts include an existing or potential business or personal relationship between the respondent, its principal, or any affiliate or subcontractor, with DSHS, the Health and Human Services Commission, or any other entity or person involved in any way in any project that is the subject of this RFP. Similarly, any existing or potential personal or business relationship between the respondent, the principals, or any affiliate or subcontractor, with any employee of DSHS, or the Health and Human Services Commission must be disclosed. Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by DSHS that a conflict of interest exists, the respondent may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specifications or the RFP on which the bid is based.

3. **Does anyone in the respondent organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFP?**

   ☐ **YES** √ **NO**

   If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

4. **Will any person who received compensation from DSHS or Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFP participate financially with respondent as a result of an award under this RFP?**

   ☐ **YES** √ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

5. **Will any provision of services or other performance under any contract that may result from this RFP constitute an actual or potential conflict of interest or create the appearance of impropriety?**

   ☐ **YES** √ **NO**

   If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

6. **Are any current or former employees of the respondent current or former employees of DSHS or HHSC (within the last 24 months)?**

   ☐ **YES** √ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

7. **Are any proposed personnel related to any current or former employees of DSHS or HHSC?**

   ☐ **YES** √ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

8 **Has any member of respondent's executive management, project management, governing board or principal officers been employed by DSHS or HHSC 24 months prior to the proposal due date?**

☐ **YES** X **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

9. **If the respondent is a private nonprofit organization, does the executive director or other staff serve as voting members on the organizations governing board?**

☐ **YES** √ **NO**

10. **Is respondent or any member of respondent's executive management, project management, board members or principal officers:**
- Delinquent on any state, federal or other debt;
- Affiliated with an organization which is delinquent on any state, federal or other debt; or
- In default on an agreed repayment schedule with any funding organization?

☐ **YES** √ **NO**

If YES, please explain. (Attach no more than one additional page.)

11. **Has the respondent had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?**

☐ **YES** √ **NO**

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

12. **Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?**

☐ **YES** √ **NO**

If YES, please explain. (Attach no more than one additional page.)

13. **Has respondent had a contract with DSHS within the past 24 months?**

X **YES** ☐ **NO**

If YES, list the DSHS contract and attachment number(s):

DSHS Contract Number(s)

2013-041204-001	2013-041204-005
2013-041204-002	2013-041204-006
2013-041204-003	2013-042404-001
2013-041204-004	2013-042399-001

If NO, respondent must be able to demonstrate fiscal solvency. *Submit a copy of the organization's most recently audited balance sheet, statement of income and expenses and accompanying financial footnotes. If an organization does not have audited financial statements, submit a copy of the organization's most recent IRS Form 990 and an explanation why an audited financial statement is not available. DSHS will review the*

documents that are submitted and may, at its sole discretion, reject the proposal on the grounds of the respondent's financial capability.

ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO FORM A-3, SHOULD BE INSERTED HERE.

FORM A-3-1: GOVERNMENTAL ENTITY
Authorized Officials
Legal Business Name of Hidalgo County

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

Name:	Eduardo Olivarez		**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer		1304 S. 25th Ave.
Phone:	956-383-6221	Ext. 223	Edinburg, Hidalgo, Tx 78542
Fax:	956-383-3229		
Email:	eddie.olivarez@hchd.org		
Name:	Ivan Melendez		**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Physician		1304 S. 25th Ave.
Phone:	956-383-6221	Ext. 235	Edinburg, Hidalgo, Tx 78542
Fax:	956-383-8864		
Email:			
Name:	Lydia Serna		**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director of Nursing		1304 S. 25th Ave.
Phone:	956-383-6221	Ext.235	Edinburg, Hidalgo, Tx 78542
Fax:	956-383-8864		
Email:	lydia.serna@hchd.org		
Name:	Miguel Escaname		**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Financial Officer		1304 S. 25th Ave.
Phone:	956-383-6221	Ext.222	Edinburg, Hidalgo, Tx 78542
Fax:	956-383-3229		
Email:	mike.escaname@hchd.org		
Name:			**Mailing Address (incl. street, city, county, state, & zip):**
Title:			
Phone:		Ext.	
Fax:			
Email:			
Name:			**Mailing Address (incl. street, city, county, state, & zip):**
Phone:		Ext.	
Fax:			
Email:			

FORM A-3-2: NONPROFIT OR FOR-PROFIT ENTITY

Board of Directors and Principal Officers

Legal Business Name of Hidalgo County

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).In addition, if entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock.

Name: N/A Title: Phone: Ext. Fax: Email:	Mailing Address (incl. street, city, county, state, & zip):
Name: Title: Phone: Ext. Fax: Email:	Mailing Address (incl. street, city, county, state, & zip):
Name: Title: Phone: Ext. Fax: Email:	Mailing Address (incl. street, city, county, state, & zip):
Name: Title: Phone: Ext. Fax: Email:	Mailing Address (incl. street, city, county, state, & zip):
Name: Title: Phone: Ext. Fax: Email:	Mailing Address (incl. street, city, county, state, & zip):

FORM A-4: EXCEPTIONS FORM

FORM E: EXCEPTIONS FORM

RFP # CHS/TV-0554.1

This is the approved format for the respondent to: (1) state that no exceptions are being made to the requirements, terms, conditions, or certifications in the RFP or attachments, addendums, or revisions to the RFP or General Provisions, or (2) list all exceptions to any requirements, terms conditions, certifications or deliverables in the RFP or General Provisions.

Respondent must submit this form with their response.

Instructions:

- If no exceptions are being requested to any issue of the RFP, respondent must check the 'no exception' box below and leave the table blank.
- If exceptions are being requested, use the table below and fill in all columns for each exception.
- Ensure the RFP section number and page number or the number of the term or condition of the issue is stated.
- Ensure each exception is described fully or by reference to the exact location within the proposal and/or general provisions.
- Ensure it is stated whether the exception is part of a proposal deliverable with a clear citation to the deliverable.
- Provide an explanation of why the exception is being proposed, and any alternatives being proposed to the issue in the RFP.
- Add more table lines as necessary.
- If more space for explanations or alternatives is reasonably needed, list the exception on this form and reference the attached page(s) – Ensure each attached page clearly identifies the line item it refers to.
- Any alternatives may also be embedded in the proposal narrative as appropriate to make the narrative clear, but in the proposal narrative the exception must be noted with the line item number on this form.

√ **If no exceptions are being requested, check this box and leave the table below blank**

FORM A-4: EXCEPTIONS FORM

RFP # *CHS/TV-0554.1*

TABLE OF EXCEPTIONS N/A

Exception No.	RFP Section No. and Page No. or no. of term or condition in the general provisions to which exception is requested	Full description of exception requested or reference to exact location of full description if found elsewhere in proposal and/or general provisions.	State if the exception is part of a proposal deliverable with a clear citation to the deliverable	Explanation of why the exception is being proposed and any proposed alternatives to the issue
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

FORM A-5: HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Rev. 02/12

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

❖ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- ☐ Section 2 c. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements",**
complete:

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – No
- ☐ Section 4 – Affirmation
- ☐ GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:**

- √ Section 1 – Respondent and Requisition Information
- √ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- √ Section 3 – Self Performing Justification
- √ Section 4 – Affirmation

*__Continuous Contract:__ *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders contracts,***
- ***32.7 percent for all special trade construction contracts,***
- ***23.6 percent for professional services contracts,***
- ***24.6 percent for all other services contracts, and***
- ***21 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Please READ thoroughly when completing this HUB (HSP) Plan: you must: First, find the method that applies to you; see the HSP Quick Checklist to make this determination.

- If using Method B, you must comply with ALL sections of B3 and attach supporting documentation (e.g., notifications, emails, phone logs, etc.) with your bid response. If you are **awarded this contract**, you must notify all subcontractors of their selection as a subcontractor and provide a copy of the notification to the HUB Coordinator listed below within **10 days** of receiving the contract award. DSHS HUB Coordinator Contact: shawn.constancio@dshs.state.tx.us

This contract is classified as an **Other Services** contract under the CPA rule, and therefore has a Statewide Annual HUB utilization goal of **24.6%** per fiscal year. **RFP# CHS/TV-0554.1**
Respondents may search for HUB subcontractors on the CPA Centralized Master Bidders List (CMBL), HUB Directory, which is located on the CPA website: http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, DSHS has identified the following class and item codes for potential subcontracting opportunities: **615-ALL** OFFICE SUPPLIES, GENERAL **410-ALL** FURNITURE: HEALTH CARE, HOSPITAL AND/OR DOCTOR'S OFFICE **465-ALL** HOSPITAL AND SURGICAL EQUIPMENT, INSTRUMENTS, AND SUPPLIES **475-ALL** HOSPITAL, SURGICAL, AND MEDICAL RELATED ACCESSORIES AND SUNDRY ITEMS **948-ALL** HEALTH RELATED SERVICES

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Hidalgo County Health & Human Services Department State of Texas VID #: 746000717

Point of Contact: Eduardo Olivarez, Chief Administrative Officer Phone #: 956-383-6221

E-mail Address: eddie.olivarez@hchd.org Fax #: 956-383-3229

b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No

c. RFP #: CHS/TV -0554.1 DSHS RE: HUBD_028 Bid Open Date: _____

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - ***Yes***, I will be subcontracting portions of the contract. (If ***Yes***, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☒ - ***No***, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If ***No***, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	N/A	%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at **http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
☐ - ***No*** (If ***No***, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
☐ - ***No*** (If ***No***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**Continuous Contract:* *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION 2 SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

a. **This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b.** Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
	N/A	%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
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		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION 3 **SELF PERFORMING JUSTIFICATION (If you responded "*No*" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)**

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☑ - **Yes** (If ***Yes***, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - **No** (If ***No***, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

Form A-10

Form B-2

Form C-2

SECTION 4 **AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls***).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Ramon Garcia	Ramon Garcia	Hidalgo County Judge	04/09/2013
Signature	Printed Name	Title	Date (mm/dd/yyyy)

REMINDER:

- If you responded "***Yes***" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "***No***" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.3

APPROVED BY COMMISSIONERS' COURT ON: 4/2/13

Rev. 02/12

HSP Good Faith Effort - Method A (HUB Attachment A)

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc***

SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** N/A

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
NA	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Rev. 02/12

HSP Good Faith Effort - Method B (HUB Attachment B)

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc**

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** N/A

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, to continue to SECTION B-4.)

☐ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at **http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at **http://www.window.state.tx.us/procurement//cmbl/cmblhub.html**. HUB Status code "**A**" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐Yes ☐No
			☐Yes ☐No
			☐Yes ☐No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at **http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/**

d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐Yes ☐No
		☐Yes ☐No

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: **Description:** N/A

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
N/A	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A PRIME CONTRACTOR'S INFORMATION

Company Name: _____ **State** _____

of Texas VID #: Point-of-Contact: _____ **Phone #:** _____

E-mail Address: _____ **Fax #:** _____

Section B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ **Phone #:** _____

Insert Title & RFP# CHS/TV -0554.1 _____ **Bid Open Date:**

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:	If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select Central Time on Date (mm/dd/yyyy). *In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.* *(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be day zero and does not count as one of the seven (7) working days.)*
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: - Not Applicable	
4. Bonding/Insurance Requirements: - Not Applicable	
5. Location to review plans/specifications: - Not Applicable	

TEXAS Department of State Health Services

FORM A-6: CHILD SUPPORT CERTIFICATION
(Required for all Respondents EXCEPT Non-profit and Governmental Entities)

Child Support Certification

The Texas Family Code, §231.006, VTCA places certain restrictions on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified below is not a governmental entity or a nonprofit corporation and certifies to the following:

1. The contractor is: (check one)

   ☐ An individual or sole proprietor, or

   ☐ A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

2. The contractor certifies the following is a complete list of the names and social security numbers of either (A) the individual or sole proprietor who is the contractor or (B) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity: (attach additional sheet if necessary).

   (A) Printed Name: _____
   Social Security Number: _____
   (B) Printed Name: _____
   Social Security Number: _____

3. Under the Texas Family Code, §231.006, VTCA the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

4. Printed Name of Contractor: _____
   Printed Name of Authorized Representative: _____
   Signing this Certification: _____
   Signature of Authorized Representative: _____
   Date: _____

FORM A-6: CHILD SUPPORT CERTIFICATION GUIDELINES

Form A-6 is required by Texas Family Code, §231.006, and is designed to certify that anyone applying for funds under this RFP is not a child support obligor (a person who is more than 30 days delinquent). This form is applicable to for-profit corporations, sole proprietors, individuals and partnerships. This form is NOT applicable to Governmental entities and non-profit corporations. These types of entities do not need to complete the form.

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 1 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐ WIC
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours			
	√	V – Child Health	√	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	√	No					
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Edinburg Clinic								

Contact Person:	Laila De Leon	Phone:	956-318-2040
Location of Site:	3105 E. Richardson	Fax:	956-316-3491
Street Address:	3105 E. Richardson		

City:	Edinburg	County:	Hidalgo	Zip Code:	78541	HSR:	11
Pharmacy License #:	07182	TPI #: 139351611		NPI#:	1932146636		

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	Family Planning Intakes & Returns, Immunization	4
	Afternoon			TB Visits & Newborn Assessments	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Clinic, Immunization, & Family Planning	4
	Afternoon				
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Child Health Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Pregnancy Tests, Prenatal Intakes & Returns,	4
	Afternoon			Immunizations & Walk-Ins	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Family Planning Clinic, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 2 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐ WIC
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours			
	√	V – Child Health	√	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	√	No					
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Elsa Clinic								
Contact Person:	Rosa Laura Reyes				Phone:	956-262-1141			
Location of Site:	708 Edinburg St.				Fax:	956-262-7842			
Street Address:	708 Edinburg St.								
City: Elsa		County: Hidalgo			Zip Code: 78538		HSR: 11		
Pharmacy License #: 07182		TPI #: 139350609			NPI#: 1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:00	Family Planning Intakes & Returns, Newborn	4
	Afternoon			Assessments & TB Visits	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:00	5:00	Prenatal Intakes & Returns, Family Planning	
	Afternoon			& Immunizations	4
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:00	Child Health Clinic, Prenatal Clinic, Immunizations &	4
	Afternoon			Family Planning Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:00	5:00	Immunizations, Family Planning Rx's & Pregnancy	4
	Afternoon			Tests	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:00	5:00	Family Planning Clinic, Immunizations & Family	4
	Afternoon			Planning Rx's	
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 3 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Hidalgo Clinic										
Contact Person:	Cecilia Lopez					Phone:	956-843-7463				
Location of Site:	702 Texano					Fax:	956-843-7762				
Street Address:	702 Texano										
City:	Hidalgo		County:	Hidalgo		Zip Code:	78557		HSR:	11	
Pharmacy License #:	07182	TPI #: 139350610				NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:00	Immunization, Family Planning Rx's & Newborn	4
	Afternoon			Assessments	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:00	Family Planning Intakes & Returns, Prenatal Clinic &	4
	Afternoon			Immunizations	
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:00	Child Health Clinic, Immunizations, Family Planning	4
	Afternoon			Clinic & Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:00	Family Planning Intakes, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Prenatal Clinic, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 4 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐ WIC
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours			
	√	V – Child Health	√	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	√	No					
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- McAllen Clinic								

Contact Person:	Norma Garza	Phone:	956-682-6155
Location of Site:	300 E. Hackberry	Fax:	956-618-5979
Street Address:	300 E. Hackberry		

City:		County:	Hidalgo	Zip Code:	78501	HSR:	11
Pharmacy License #:	07182	TPI #: 139350605		NPI#:	1932146636		

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	STD Clinic, Immunizations, TB Visits & Prenatal	4
	Afternoon			Intakes	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Intakes & Returns, Immunizations & Family	4
	Afternoon			Planning Rx's	
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Prenatal Clinic, Prenatal Intakes, Immunizations &	4
	Afternoon			Family Planning Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Family Planning Clinic, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Child Health Clinic, Family Planning Rx's,	4
	Afternoon			Immunizations & Walk-Ins	
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 5 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site):	Hidalgo County										
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Mission Clinic										
Contact Person:	211 N. Schuebach Rd. Ste. 1						Phone:	956-585-2461			
Location of Site:	211 N. Schuebach Rd. Ste.1						Fax:	956-585-7144			
Street Address:											
City:	Mission			County:	Hidalgo		Zip Code:	78572	HSR:	11	
Pharmacy License #:	07182	TPI #: 139350612					NPI#:	1932146636			

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	Family Planning, Prenatal Intakes & Returns,	4
	Afternoon			Immunizations TB Visits & Walk-Ins	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Child Health Clinic, Prenatal Clinic, Immunizations	4
	Afternoon			Family Planning Rx's	
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Prenatal Clinic, Immunizations & Pregnancy Tests	4
	Afternoon				
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Prenatal Clinic, Immunizations & Family Planning Clinic	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Family Planning Clinic, Prenatal Intakes & Returns,	4
	Afternoon			Immunizations & Pregnancy Test	
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 6 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐ WIC
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours			
	√	V – Child Health	√	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	√	No					
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Pharr Clinic								

Contact Person:	Lilia Velasco	Phone:	956-787-1531
Location of Site:	300 W. Hall Acres	Fax:	956-787-6310
Street Address:	300 W. Hall Acres		

City:	Pharr	County:	Hidalgo	Zip Code:	78577	HSR:	11
Pharmacy License #:	07182	TPI #: 139350604		NPI#:	1932146636		

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	Family Planning Intakes, TB Visits, Immunizations	4
	Afternoon			Newborn Assessments	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Intakes & Returns & Immunizations	4
	Afternoon				
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Child Health Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Pregnancy Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Family Planning Clinic, TB Visits & Immunizations	4
	Afternoon				
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 7 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐ WIC
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours			
	√	V – Child Health	√	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	√	No					
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Weslaco Clinic								
Contact Person:	Elva Murphy				Phone:	956-968-7541			
Location of Site:	1901 N. Bridge				Fax:	956-968-0085			
Street Address:	1901 N. Bridge								
City:	Weslaco		County:	Hidalgo	Zip Code:	78596	HSR:	11	
Pharmacy License #:	07182	TPI #: 139350607			NPI#:	1932146636			

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	Family Planning Intakes, Immunizations & Prenatal	4
	Afternoon			Intakes & Returns	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Clinic & Immunizations	4
	Afternoon				
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Child Health Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Family Planning Clinic, Prenatal Intakes & Returns;	4
	Afternoon			Immunizations	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:30	Family Planning Rx's, TB Visits, Immunizations &	4
	Afternoon			Newborn Assessments	
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: CLINIC SITE FORM INSTRUCTIONS

Complete a separate Clinic Site Form for each clinic site. Information provided on clinic site forms is used to update DSHS websites and public databases, therefore, each clinic form must contain current and accurate information.

Legal Name of Respondent	Respondent's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Service Area	List counties served by that specific clinic site, NOT all counties served by the whole project.
Funding Sources Used to Support this Clinic	From the sources listed, check all sources of funds used to support that specific clinic site.
Subcontractor Site	For each clinic site, indicate whether that particular site is subcontracted by the respondent to another entity for the provision of services.
Clinic Name to Appear on Website Locator	State the name of the clinic as it will appear on the DSHS website locator. (The name should be recognizable to clients.)
Contact Person	Name of contact person for that clinic site.
Phone	Phone number for the clinic.
Location of Site	Clinic location (e.g., Texas Medical Center/Smith Tower)
Fax	Fax number for the clinic.
Street Address	Physical address of clinic.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Pharmacy License #	Pharmacy license number for the clinic (if applicable); otherwise put N/A for Not Applicable.
TPI#	Texas Provider Identifier # for the clinic (if applicable), otherwise N/A.
NPI#	National Provider Identifier # for the clinic (if applicable), or N/A.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of each clinic site for each day of the week broken into morning (e.g., 8:00 a.m. – Noon), afternoon (e.g. 12:01 p.m. – 5:00 p.m.), and evening hours (e.g., 5:01 p.m. – 8:00 p.m.). Indicate days of the week when the clinic is closed (e.g. Tuesday – closed).
Services Provided/Clinic Type	List the type of services provided or type of clinic for each day of the week. For example, Monday = child health clinic, Wednesday = dental clinic, etc. **Legend** -CH-child health, CD-child dental, PM-prenatal medical, PD-prenatal dental.
# Monthly Clinics	List the total number of clinics each month by the day of the week, e.g., Monday = 4 clinics per month; Tuesday = 0 clinics per month, etc.
Total Hours/Month	List the total number of hours of operation per month for each clinic site (e.g., Clinic Site 1 = 128 hours per month; Clinic Site 2 = 160 hours per month, etc.)
Total # Clinics Per Month	List the total number of clinics held per month per clinic site (e.g., Clinic Site 1 = 16, Clinic Site 2 = 20, etc.)

PROGRAM SPECIFICS:

This section of the clinic site form includes questions related to specific DSHS programs. Check the appropriate boxes to indicate what specific services are provided at each clinic site. Services generally vary between clinic sites, so it is essential that accurate service information is reported by respondent in order for DSHS to appropriately monitor services provided. *Important: Any changes in clinic information must be reported **in writing** to the appropriate DSHS Contract Manager in a timely manner. Programmatic or operational changes must be made in accordance with requirements outlined in the DSHS General Provisions at http://www.dshs.state.tx.us/grants/gen-prov.shtm.*

FORM A-8: RESPONDENT SITE READINESS

Legal Business Name of Respondent: Hidalgo County

Appropriate signage to identify funded entity.	√	Y	☐	N
Space for clinical and administrative staff?	√	Y	☐	N
Computer systems with following minimum functionality:				
• Internet Browser – minimum Internet Explorer (IE) 8 or newer	√	Y	☐	N
• Microsoft Office – minimum Office 2007 Suite or newer	√	Y	☐	N
• Email Client	√	Y	☐	N
Locked storage for charts, records, medications and medical supplies	√	Y	☐	N
Proper disposal for medical waste	√	Y	☐	N
CLIA certification for level of tests performed	√	Y	☐	N
Handicap-accessible clinic sites that are geographically close to target population	√	Y	☐	N
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	√	Y	☐	N
Appropriate use of interpreter services and language translation (including resources for both).	√	Y	☐	N
Compliance with Americans with Disabilities Act (ADA) requirements	√	Y	☐	N
Extended hours and weekend hours for delivery of services, as appropriate.	√	Y	☐	N

FORM A-8: RESPONDENT SITE READINESS INSTRUCTIONS

Complete the Respondent Site Readiness Form per instructions below. Complete only one form to represent readiness for all clinic sites that will provide Title V services funded through this RFP.

RESPONDENT SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check if clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check if clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Computer systems with following minimum functionality:	This question determines whether responder has adequate computer functionality for clinic sites.
• Internet Browser (minimum IE 8)	Check if clinic computers have internet access (Yes/No).
• Microsoft office (minimum 2007 or newer)	Check if clinic computers have Office 2007 or newer (Yes/No).
• Email Client	Check if clinic computers have email access (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if respondent operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with Americans with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Extended hours and weekend hours for delivery of services, as appropriate.	Check if clinics offer extended hours (i.e., before 8 a.m. or after 5 p.m. on weekdays) and weekend hours that are appropriate for the clients served (Yes/No).

FORM A-9: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: Hidalgo County

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Department of State Health Services (DSHS) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.

2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.

3. Return 100% of any generated program income to the Title V program that generated the funds.

4. Provide services regardless of client's inability to pay.

5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.

6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.

7. Provide DSHS with access to all data gathered or generated.

8. Agree to share data/information generated by the project, within constraints of confidentiality, with DSHS, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.

9. Grant DSHS rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.

10. Make available for DSHS review, all promotional materials/media to be disseminated in conjunction with this Title V project.

11. Comply with all applicable Title V policies, procedures, and regulations.

12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.

13. Establish orientation and in-service training plan for all project personnel for skills

development and/or continuing education based on an assessment of training needs.

14. Ensure that Title V services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.

15. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.

16. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps module entitled "Overview of Best Practices and Children's Services" within 90 days of contract execution, and that RNs hired after contract execution complete the module within 90 days of hire.

Ramon Garcia
Authorized Signature

4/9/13
Date

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13 pa

FORM A-10: RESPONDENT BACKGROUND

Legal Business Name of Respondent: Hidalgo County

Respondent must provide a narrative description of its organization, staff, systems, and oversight structure (see RESPONDENT BACKGROUND GUIDELINES). Organizational charts, resumes/curriculum vitae, and job descriptions are to be placed following Form A-9 or at the end of the proposal and are not included in the page limit. A maximum of **two (2)** additional pages may be attached if needed for a total of three (3) pages.

1. The Hidalgo County Health and Human Services Department (HCHHSD) mission statement is to promote wellness and prevent disease to the residents of Hidalgo County. Historically, the Hidalgo County Commissioners Court has been and continues to be the governing body that oversees the operations of the HCHHSD. The Commissioners Court have and continue to support the HCHHSD financially to provide Prenatal & Child Health (MCH) services to the uninsured and underinsured residents of Hidalgo County.
2. The HCHHSD has provided MCH services virtually since it came into existence (early 1950's). The HCHHSD has and continues to receive local and state funds to provide and maintain the MCH services to meet the needs of the uninsured and underinsured residents of Hidalgo County. Although fund reductions have occurred thru the years, the HCHHSD continues to provide MCH services to as many clients as possible even after the Title V cap has been reached.
3. The organizational structure of the department begins with the Commissioners Court (the County Judge & 4 Commissioners) who oversee the county departments. The County Auditor functions along side of the Commissioners Court and oversees the financial functions of the County departments. The County's Budget Officer, who functions under the direction of the Commissioners Court, is the immediate supervisor for the HCHHSD Chief Administrative Officer. The HCHHSD Chief Physician is contracted by the Commissioners Court to serve as the County's Health Authority; and is the HCHHSD Chief Physician who approves the department's formulary and standing delegation orders for the clinical services provided by the department's practitioners and nurses. The Director of Nursing (DON) functions under the direction of the Chief Physician and Chief Administrative Officer; and ensures that services are provided according to the department and DSHS standards/standing delegations/policies at all the department clinics (7). Each department clinic is managed by an RN Supervisor who is under the immediate supervision of the DON & ADON. Overall, the Chief Administrative Officer, Chief Physician and Director of Nursing develop, implement and monitor the department's service delivery programs. The HCHHSD DON, under the direction of the Chief Administrative Officer, implements and monitors the department Billing Division. Currently the department utilizes TexMed Connect for the billing of services provided at the department clinics.
4. See Attachments
5. See Attachments

FORM A-10: RESPONDENT BACKGROUND GUIDELINES

Respondent must provide a narrative description of its organization, staff, systems and oversight structure in response to the following items, numbering them as indicated:

1. Provide an executive summary describing the organization's vision, mission and values statements, along with a description of how the board of directors is involved in the operations of the organization.

2. Describe past experience(s) providing Child Health, Child Dental, Prenatal Medical, and/or Prenatal Dental services. (Respondent only needs to address the Title V funded service or services for which they are applying.)

3. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the organization.

4. Provide a current organization chart and the resumes/curriculum vitae for the CEO, CFO, Medical Director[1] licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), Dental Director[2] licensed to practice dentistry in Texas (including his/her State of Texas Dental License Number), and Clinical/Program Director. The organization chart must include the appropriate oversight structure (e.g., Board, City Council, County Commissioners, etc.), CEO, CFO, Medical Director, Dental Director and a staffing structure that will support service provision. On the chart, identify the staff who manages clinic operations.

5. Provide job descriptions for the following key employees, i.e., Medical Director[3], Dental Director[4], Clinical/Program Director, eligibility and billing staff, and clinicians.

1 Medical Director is for Child Health and/or Prenatal Medical
2 Dental Medical is for Child Dental and/or Prenatal Dental
3 Medical Director is for Child Health and/or Prenatal Medical
4 Dental Medical is for Child Dental and/or Prenatal Dental

FORM A-11: ASSESSMENT NARRATIVE

Legal Business Name of Respondent: Hidalgo County

Respondent must provide a narrative description addressing each of the assessment items (see ASSESSMENT NARRATIVE GUIDELINES) associated with the services proposed in this proposal. A maximum of **four** (4) additional pages may be attached if needed for a total of five (5) pages).

1. Hidalgo County is a metropolitan area on the Mexican border that comprises of 1570 square miles. Hidalgo County has grown from 383,545 persons in 1990 to 746,764 in 2010 (as per US Census Bureau), an increase of an average of 5% annually, and, of which 18.0% are under 18 years of age. Most of this population is located in the middle southwest of the county. The county's residents comprise of 89.9% Hispanics and a third of the total migrant and seasonal farm worker population of Texas; and 29.6% of the people are foreign born and of which less than 50% of these persons are non-citizens. In Hidalgo County, the family income of less than 185% of the federal poverty guidelines, constitute up to 34.8% of the county's population (746,764); and, over half of these are single mother families with incomes below the federal poverty threshold. In addition, the number of women, ages 13 to 44 years of age, with family income of less than 185% of the poverty guidelines constitute up to 12% of the county population. Currently, the county's projected population by the end of 2015 will be higher than 1 million people; which supports the fact that the Mission, Edinburg and McAllen is the second fastest growing metropolitan area in the US (as per US Chambers website).Other current characteristics of the county include having over 900 colonias, 15 school districts, 22 high schools, 36 middle schools and 134 elementary schools; 43 head start centers, and, over 100 childcare faculties; all of which are located through out the county.

   In Hidalgo County, according to DSHS CHS in 2010, a total of 174,390 children under the age of 18 were enrolled in Medicaid and 19,598 enrolled in CHIP. As per the 2010 census, the uninsured is 42% of the county's population (746,764); and, 30.8% are below the poverty level compared to the state's 16.0%. The per capita personal income for Hidalgo County is 19,721 compared to the state's 37,809.

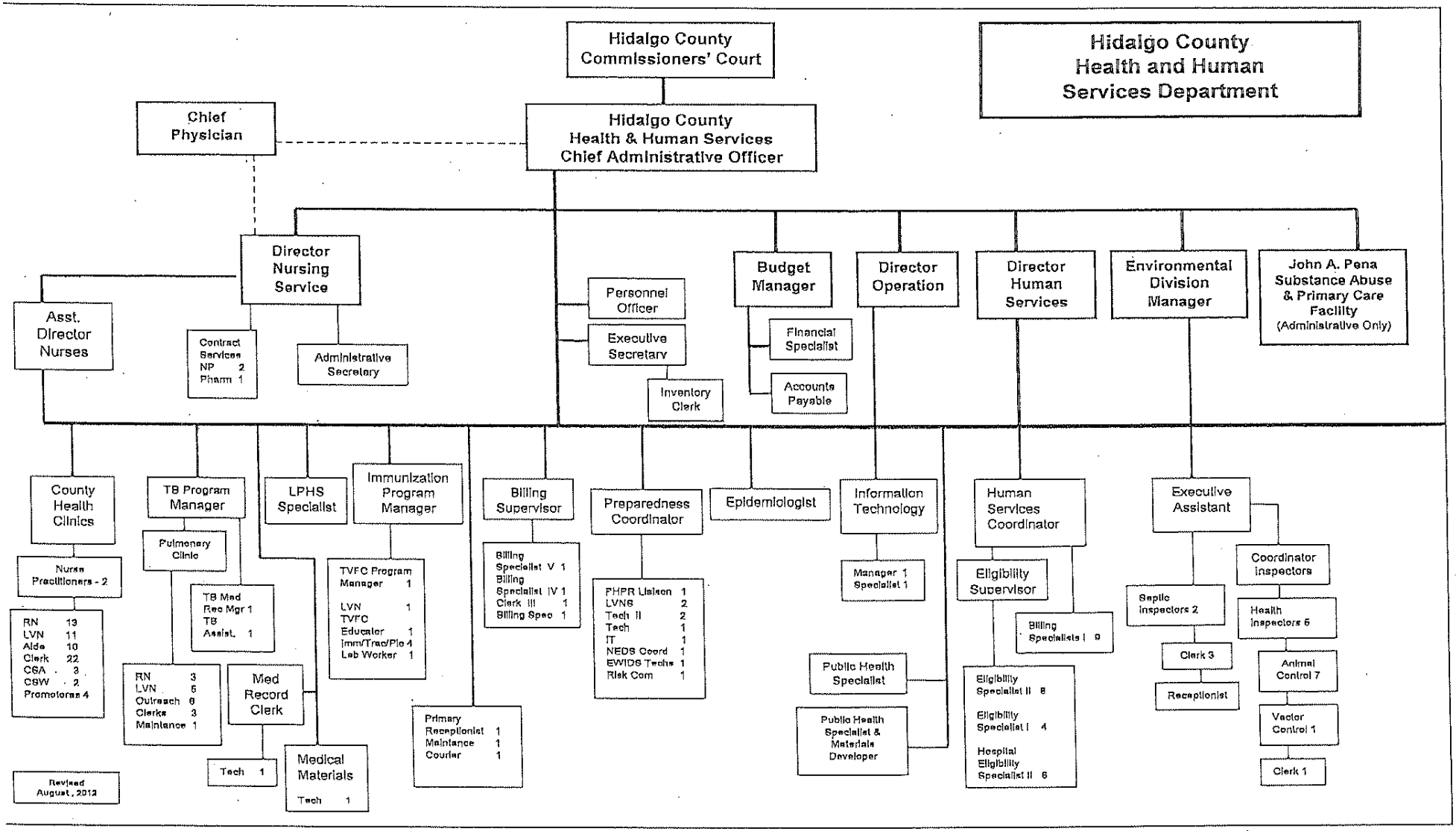
   In addition, as of 2008 DSHS Vital Statistics for the Hidalgo County, births to adolescents less than 18 years of age comprised of approximately 1116 per year; and, of the overall 17,137 pregnancies, 56.8% received prenatal care within the first trimester. Also, the low birth weight for the county constitutes 7.9% compared to the states 8.4%. The overall top health issues in the county include tuberculosis, diabetes, cardiovascular and cancer disease, and sexually transmitted diseases. In addition, Hidalgo County's fetal death rate (in 2008) was 6.6 compared to the states 5.6. These health issues contributes to the overall large high risk population in Hidalgo County.

2. The service area for Hidalgo County comprises of 1570 square miles. The HCHHSD clinics are geographically located thru out the county to provide client accessibility. The target population consist of uninsured and underinsured pregnant women, adolescents and children. A total of 34.4% of the population are children under 18 years old identified in the 2010 census for Hidalgo County; 45.1% of these children live in poverty and 20% are uninsured. Also, 1,041 births to adolescent (13 yr. to 17 yr.) were reported in Hidalgo

County in 2010. Adolescents and children in the County are burdened by some of the vaccine preventable diseases such as Pertussis, Hepatitis A and Varicella. In addition, the pregnant women served by the HCHHSD are burdened with underlying conditions such as, cardiovascular disease, cancer, diabetes & tuberculosis. These health problems contribute to the large high risk population. Historically, the HCHHSD has provided and continues to provide prevention health services such as prenatal care, Well Child TX Health Steps exams, Immunizations, Family Planning, STD Tx, and Tuberculosis prevention and control. In calendar year 2012, the department provided services to 1,500 prenatal clients, 500 children, 50,000 vaccines to children and adults, 2,800 family planning clients, 9,310 Tuberculosis clients and 100 case management clients. Overall, the department clinical staff conducted approximately 56,449 client encounters for 2012.

3. Due to the increase in population and ever increasing immigration issues, the lack of resources, affordable insurance, and other paid sources are the primary barriers. The ever increasing indigent population of Hidalgo County has also had to endure the diminishing health care provided by the HCHHSD. The HCHHSD had ten clinics through out the county, however, as a result of state and federal fund cuts, the department has had to close three clinics and reduced nursing staff by 30% in the past eight years. In addition, the increasing immigration of other than Mexican's (OTM's) will continue to make this area a significant barrier. A growing issue which cause a significant problem is the lack of transportation. The Hidalgo County area does not have public transportation nor any form of mass transit. Many of the families in need of service can not afford to buy or maintain a vehicle. A continued concern is the price of fuel and health care. With the continued DSHS financial assistance and support, the HCHHSD can continue to provide MCH services to the uninsured and underinsured at the seven health clinics located throughout Hidalgo County.

4. The HCHHSD is the only Title V provider for Prenatal Care and Child Health Services to the uninsured and underinsured women and children in Hidalgo County. In Hidalgo County, there are some FQHC's that provide some primary health care and limited prenatal services; however, no other clinic provide on-going prenatal and child health services even after state funds are exhausted free of charge. Although the department screens all clients for a co-payment, no one is refused services due to the inability to pay. The HCHHSD networks on an on-going basis with local providers (i.e. FQHC's) in referring uninsured and underinsured clients for primary health care services. It is worth repeating that with the continued DSHS financial assistance and support, the HCHHSD can continue to provide essential prenatal care and child health services to the uninsured and underinsured in Hidalgo County.


Hidalgo County Commissioners' Court
Hidalgo County Health and Human Services Department
Chief Physician
Hidalgo County Health & Human Services Chief Administrative Officer
Director Nursing Service
Asst. Director Nurses
Contract Services NP 2 Pharm 1
Administrative Secretary
Personnel Officer
Executive Secretary
Inventory Clerk
Budget Manager
Financial Specialist
Accounts Payable
Director Operation
Director Human Services
Environmental Division Manager
John A. Pena Substance Abuse & Primary Care Facility (Administrative Only)
County Health Clinics
Nurse Practitioners - 2
RN 13
LVN 11
Aide 10
Clerk 22
CSA 3
CSW 2
Promotoras 4
TB Program Manager
Pulmonary Clinic
TB Med Rec Mgr 1
TB Assist. 1
RN 3
LVN 5
Outreach 6
Clerks 3
Maintance 1
Med Record Clerk
Tech 1
Medical Materials
Tech 1
LPHS Specialist
Immunization Program Manager
TVFC Program Manager 1
LVN 1
TVFC Educator 1
Imm/Trac/Plo 4
Lab Worker 1
Primary Receptionist 1
Maintance 1
Courier 1
Billing Supervisor
Billing Specialist V 1
Billing Specialist IV 1
Clerk III 1
Billing Spec 1
Preparedness Coordinator
PHPR Liaison 1
LVNS 2
Tech II 2
Tech 1
IT 1
NEDS Coord 1
EWIDS Techs 1
Risk Com 1
Epidemiologist
Information Technology
Manager 1
Specialist 1
Public Health Specialist
Public Health Specialist & Materials Developer
Human Services Coordinator
Eligibility Supervisor
Billing Specialists I 9
Eligibility Specialist II 8
Eligibility Specialist I 4
Hospital Eligibility Specialist II 6
Executive Assistant
Coordinator Inspectors
Septic Inspectors 2
Health Inspectors 6
Clerk 3
Receptionist
Animal Control 7
Vector Control 1
Clerk 1
Revised August, 2012

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title: **Chief Administrative Officer** **FLSA Status:** Exempt

Dept. Code: 340 **Civil Service Status:** Exempt

SUMMARY:
Under general and policy direction performs highly responsible administration, coordination, and liaison activities for multiple health programs. Responsible for planning, organizing, implementing and directing the County Health Department to effectively and efficiently accomplish the mission of the Department. Establishes, maintains and directs the activities of health education and promotion, environmental quality and health, disease prevention and control, health protection and promotion through media, grants and contracts, information management, intergovernmental policy and planning, budgeting and accounting, and staff management and development. Works closely with County Health Authority, Commissioner's Court, and other public officials and health professionals on matters of the public's health and reports significant events, data and concerns on a periodic and as needed basis. Provides executive leadership, management and coordination for the Hidalgo County Health Department. Reports directly to the Commissioner's Court and works closely with other elected officials and policy making bodies. Organizes and facilitates interactions between the County Health Department and other County Departments and external groups and constituents. Fosters the creation of tactical and long range plans to further the objectives of the County's strategic plan. Travel required.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Facilitates communication and interaction among Health Supervisors and other County Departments as well as external groups;
- Facilitates the setting of performance objectives, monitors performance objectives, and evaluates the performance of each program in the Department;
- Makes recommendations to the Commissioner's Court on critical issues in the Department;
- Develops and promotes the organization of successful teams to plan and accomplish major objectives;
- Conducts evaluations and analysis of various issues;
- Develops individual performance plans, monitors performance, and formally evaluates the performance of Program Supervisors in the Department;
- Hires and takes appropriate disciplinary action with Program Supervisors, with approval of Commissioners' Court;
- Works with other public entities to coordinate service delivery, improve impact of programs and/or ensure the overall mission of the Health Department is being accomplished in the community;
- Prepares final budget summary for submission to the Commissioners Court;
- Reviews the Budget on a continuous basis in order to provide feedback to the Programs on their progress;
- Provides policy decisions for the Department through everyday decisions;
- Responsible for the separate contracts and grants negotiated with various Government and private providers of services;
- Controls the purchasing of supplies and equipment to ensure budget compliance;
- Responsible for managing the Health Department building through coordination with Buildings and Grounds for housekeeping, maintenance, and utility services;

- Responsible for maintaining control of equipment assigned to the Department;
- Coordinates all outreach activities through supervision of the program managers;
- Researches grant programs and develops grant and/or proposal writing;
- Performs liaison and coordination tasks with Federal, State and local agencies, organizations and association;
- Prepares and monitors department program(s) budget and reports;
- Works in developing and implementing a strategic plan for planned approach to community health in Hidalgo County;
- Responds to complaints and requests from citizens and physicians;
- Plans for public health needs in communities and develops programs to meet those needs;
- Makes presentations to community organizations;
- Maintains up-to-date knowledge of public health issues and management techniques through formal training and reading of literature;
- Evaluates current delivery of health services;
- Hires, trains, disciplines, terminates and evaluates the performance of staff;
- Develops and directs special programs against communicable and other diseases;
- Prepares or reviews and approves a variety of reports;
- Performs a variety of administrative duties related to state, county, and federal funding of programs within the health department;
- Serves as public health liaison to other health providers in the community;
- Conducts on-site review audits of quality and quantity aspects of programs and clinics;
- Ensures that programs comply with State and Federal guidelines, standards, and regulations;
- Arranges continuing education opportunities to promote staff growth and development;
- Performs other related duties.

ADDITIONAL DUTIES AND RESPONSIBILITIES:

- Radiation Safety/Health Officer
- Chief Sanitarian
- South Texas Hospital Oversight Committee
- TDH Long Range Planning Committee
- Hidalgo County Veteran's Advisory Board
- TCID Oversight committee
- Advisory Board School of Public Health, University Texas Houston

EDUCATION AND EXPERIENCE:

- Graduation from an accredited college or university with a Bachelor's Degree in Health Care Administration , Business Administration, Public Administration or related field;
- A Master's Degree in Public Health or Public Administration is preferred but not required;
- A minimum of five (5) years experience at the senior executive level of a corporation or public entity;
- In addition, three (3) years of experience in supervising or managing a preventive health services program;

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License
- Must be able to be insured by County Insurance carrier

OTHER SKILLS AND ABILITIES:

- Knowledge of public health principles and practices, laws and regulations; management information systems; social marketing strategies; public and private insurance; current social and scientific concepts and trends in field(s) related to the health service area; civil service systems; organizational development; model building and systems analysis; city,

county, state, and federal organization, administration, and relations; community problems and resources and epidemiology of communities;

- Ability to report and correspondence writing; implementing change; conflict and problem-solving; motivating employees; public speaking leadership (formal and informal); consulting consensus-making; and delegating duties to subordinates;
- Ability to bring concensus or lead on various problems, issues, goals, etc.;
- Demonstrated ability to develop creative programs which increased efficiency and effectiveness;
- Demonstrated ability to conduct research and evaluation of programs and resources.
- May be required, and must have ability, to work more than 40 hours during the workweek.

Goals and Objective:

- Assure that prevention and Health Promotion are integral parts of all services.
- To intervene in the most significant identified consumer, environmental, occupational, and community hazards by 2001. Example: Food and Water Safety
- To decrease the level of preventable diseases, injuries, conditions, and deaths to within 75% of Healthy Texas 2000 Objectives. Example: Shots Across Texas/Immunization Clinics; Rabies Vaccine Clinics; TB Prevention and Control Communicable Disease Control Surveillance Chronic Disease Education & Outreach Early Prenatal Care Education & Outreach.
- Assure availability of highest quality services to all Hidalgo County residents across the care continuum.
- To ensure that health care clinics meet state and federal regulations and that all health care professionals who are licensed/certified, meet and abide by all applicable department and state regulations.
- To provide an orientation program to new employees, and provide staff development opportunities consistently.
- To provide continuous and adequate monitoring of all personnel providing services.
- Minimize disparities in health status among all populations.
- Provide increased access to quality preventive and comprehensive diagnostic/treatment services for eligible clients by maximizing the use of primary prevention, early detection, and management of health care. Example: Prenatal Services; Family Planning Services; Teen Parenting Services; Texas Health Steps; STD Clinic.
- Ensure that the consumer is the focus of all public health policy and service delivery decisions.
- Consumer satisfaction will be measured and used as an outcome in the delivery of all public services.
- An advisory committee with consumer participation will be implemented and utilized to address community health issues

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee

encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:

Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Director of Nursing	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
The Director of Public Health Services functions under the direction of the Department Chief Administrative Officer and in collaboration with the Chief Physician. Functions as a public health program specialist and supervisor to eight (8) clinic sites, including personnel assignments, training and hiring. Is responsible for analyzing, developing, implementing and coordinating new and existing programs (Title V, MCH, TB, Immunization, Family Planning & Community Health OPH). Maintains Quality Assurance of existing programs, record keeping, and filing of all necessary reports both to County and Department of State Health Services. Establishes, maintains and directs the activities of public health education and promotion and disease prevention and control in the community. Schedules and staffs specialty community clinics; and supervises Central Office personnel associated with those clinics including but not limited to Family Planning, Prenatal, _____ Health TB, Immunizations and Communicable Diseases and the reporting of these clinics. Writes new and renewal grant applications in coordination with Budget Officer.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, the Director of Nursing must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Provides administrative services that include delegation of work appropriate throughout the eight (8) clinics. Reviews and evaluates reports of programs that are implemented. Develops and maintains acceptable methods of recording and reporting that provide proper service control, uniform accounting and measurement of program results (i.e. Performed Based Objective Committees).
- Assists in development of policies and procedures by utilizing existing program guidelines/standards. Shares responsibility for quality assurance programs. Responsible for staff development of nursing service personnel. Devises tools and methods of assessment of knowledge and skill areas of nursing personnel. Responsible for recruiting personnel and making recommendations for selection and assignments.
- Supervises the required OPH grant scope of work targeting prevention of cardiac and cancer disease. Assures quarterly reports are submitted to DSHS as scheduled.
- Writes & submits grants renewals in coordination with Budget Officer yearly. Applies for new grants as approved by CAO.
- Responsible for the oversight of the TB & Immunization Programs.
- Supervises the Billing Division staff to assure proper billing of services.
- Responsible for the over sight of the processing and submissions of the Health Managed Care (HMO's) applications.
- Will assist with special projects and/or pilot programs which are requested by the state or the CAO.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:

- Licensed to practice as an RN in Texas, plus
- 10 yrs or more experience as a Director of Nursing in public health, plus
- 10 years or more experience in community health grant writing
- 20 years or more experience of full time paid employed as a practicing RN in a supervisory capacity in Public Health.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of professional nursing theory, nursing process, including cultural social and economic forces in family, community and group dynamics. Broad knowledge of principles and practices in management, supervision and intra disciplinary collaboration. Knowledge of organizational structure, administrative process, and projected program expectations. Ability to communicate in oral, written form. Ability to apply principles of leadership, education, long range planning and evaluation. Ability to perform essential job functions with or without reasonable accommodations.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk, sit, use hands and fingers, handle or feel objects tools or controls, reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may be required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

Revised 04/01

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title: Practitioner **FLSA Status:** Exempt

Dept. Code: 340 **Civil Service Status:** Non-Exempt

SUMMARY:
Provides public health nursing services in the Hidalgo County Health Department Clinic under the direction of the Chief Physician and Director of Nursing. Participates in assessing, planning, coordinating, implementing and evaluating public health nursing services to individuals, families and communities. Provides Family Planning, Prenatal, STD, tuberculosis and Adult Health services in the Hidalgo County Health Department Clinics, in the capacity of a Nurse Practitioner.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities..

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Provides Family Planning, Prenatal and Adult Health nursing services under the direction of the Chief Physician and Director of Nursing. Provides assessments and treatments on STD clients under the direction of the Chief Physician.
- Provides TB services under the direction of the TB Physician, and/or Chief Physician, to TB suspects/cases and LTBI's as per DSHS TB Program guidelines.
- Complies with DSHS Title V, Family Planning, Maternity and Child Health program standards that are provided in accordance with DSHS Title V policies and procedures. Also, complies with CDC STD and department STD protocols/standards. Participates in discussions to promote efficiency in clinic services.
- Collaborates with the RN Clinic Supervisor, Director of Nursing and Chief Physician, as well as other health care providers, professionals and community representatives in assessing, planning, implementing and evaluating programs of community health.
- Provides staff development activities as assigned.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- Formal education and training as Registered Nurse and recognized as a Family Nurse Practitioner by the Texas Board of Nurse Examiners in a specialty approved for use in the Texas Department of Health, plus three (3) years of full-time experience as a Nurse Practitioner.

CERTIFICATIONS, LICENSES, REGISTRATIONS:

- Certified as a family nurse practitioner
- Licensed to practice as a Registered Nurse in Texas.
- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:
- Knowledge of professional nursing theory, nursing process, nursing services and advance clinical skills, Pharmacy Act, Medical Practice Act., Nurse Practice Act., legal

implications of the advanced practice of nursing, state and federal laws and health codes which effect patient/client care. Knowledge of principles of teaching and learning.

- Skills in communication. Advanced skills in assessment of families, individuals and communities. Skill in providing primary care. Skill in counseling and educating persons concerning their health needs.
- Ability to functions in the expanded role of a Nurse Practitioner specialty, utilize supervisory and consultative skills, and may function as a resource person and role model. Uses the nursing process to document findings approximately and refer for further services as indicated.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

SPECIAL INSTRUCTIONS AND/OR REMARKS:

- Bilingual required (English/Spanish);
- Able to provide services in other assigned clinics as needed;
- Willingness to work unusual hours as needed.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title: RN Clinic Supervisor **FLSA Status:** Exempt

Dept. Code: 340 **Civil Service Status:** Non-Exempt

SUMMARY:
Performs responsible public health services and supervises the professional and ancillary staff working under their direction. Responsible for analyzing, developing, implementing, and coordinating public health nursing services. Works under the direction of the ADON, DON and Chief Physician.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Provides comprehensive public health services to clients requiring professional nursing services in clinics and home settings. Works under the supervision of the ADON, DON and Chief Physician;
- Provides administrative services. Assures that the clinic services meet DSHS and HCHHSD standards and are provided in accordance with the HCHHSD policies and procedures. Is responsible for comprehensive and accurate collection of statistical nursing data. Is responsible for quality assurance of client records and laboratory specimen collection. Assures that accurate inventory supplies/medications/vaccines are kept to avoid expiration. Assures that her/his assigned reports are submitted by due dates;
- Supervises the staff of his/her assigned HCHHSD clinic. Is responsible for compliance with DSHS and HCHHSD personnel policies and performance evaluations. Supervises maintenance of the physical facility;
- Collaborates with the Director of Nursing, WIC Nutritionist, TB Program Coordinator, as well as other health care providers, professionals, and community representatives in assessing, planning, implementing and evaluating programs for community health.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- Currently licensed in the State of Texas as a Registered Nurse
- Formal education and training as an RN plus one year of full-time employment as a practicing RN.

CERTIFICATIONS, LICENSES, REGISTRATIONS:
- Licensed to practice as an RN in Texas.
- Current CPR certification;
- Certification for Pedi Assessments, and HIV counselor is a plus;
- Employee must have proof of a Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:
- Knowledge of professional nursing theory, nursing process, nursing sciences and clinical skills;

- Knowledge of Public Health Case/Management skills; skilled in assessment of clients with complex health problems; communicate effectively orally and in writing; incorporate principles and teaching, planning and evaluations in case/management.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

SPECIAL INSTRUCTIONS AND/OR REMARKS:

- Bilingual required (English/Spanish);
- Able to provide services to other assigned clinics as needed;
- Willingness to work unusual hours as needed.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and DSHS based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing

- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title: Billing Supervisor **FLSA Status:** Non-Exempt

Dept. Code: 340 **Civil Service Status:** Non-Exempt

SUMMARY:
Under the direction of the Director of Nursing, will interpret and implement agency eligibility guidelines according to DSHS contract requirements. Develops & Implements billing procedures for billing of Maternity, Family Planning, TxHealth Steps, Immunizations, Case Management and TB services in accordance to proper payor source such as Medicaid, Medicare & Title V eligible clients. Supervises Billing Division Staff to assure proper billing of services & lab submission. Provide technical assistance and training for both supportive and professional staff in eligibility and billing procedures. Responsible for Medicaid, Medicaid HMO's, & Medicare HMO's credentialing application process. Maintains knowledge current on programs & HMO's updates/changes.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Interprets and implements agency's eligibility guidelines and billing procedures according to DSHS yearly contract requirements in the billing of Maternity, Family Planning, Child Health, Case Management, and other allowable services;
- Implements billing procedures for billing of Maternity, Family Planning, TxHealth Steps, Immunizations, Case Management, and TB services as needed in accordance with NHIC to Medicaid eligible clients;
- Assures the clinics properly bill for all program services(to include all lab screens); assures the clinics Co-Pay collection procedures are implemented correctly;
- Keeps accurate records of NHIC payments for services rendered;
- Conducts QA on all Lab statements & ensures proper billing before submitting to accounts payable.
- Assures monthly cumulative collection reports are compiled by Billing Division Personnel and dispersed accordingly;
- Completes and maintains current all applicable HMO's credentialing applications.
- Maintains knowledge of updates on all programs & HMO's, & ensures all Billing & clinic staff are trained & updated as applicable.
- Provides technical assistance and training for both supportive and professional staff in program eligibility and billing procedures as requested;
- Assures all Case Management Program billing procedures are followed.
- Other duties: Participates in conducting job interviews for both professional and supportive staff. Participates in Quality Assurance In-house monitoring activities. Attend program related workshops and in-service.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- Bachelor's Degree in Business, accounting, Health Administration or related field from an accredited college or university; and
- Four (4) years full-time experience in public health or health related program administration or delivery may be substituted for college education.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of Medicaid/Medicare claims payments, provider enrollment and billing procedures;
- Knowledge of Medicaid eligibility services and other related programs;
- Knowledge of DSHS Title V program goals, and provider requirements;
- Ability to teach and train both professional and non-professional staff on program eligibility and billing procedures;
- Ability to communicate effectively orally and in writing;
- Ability to interpret, develop and implement program policies and procedures.
- Ability to readily adapt to program changes and additional work related responsibilities.

SPECIAL INSTRUCTIONS AND/OR REMARKS:

- Able to provide services to other assigned duties as needed;
- Required to work other than normal or scheduled hours including weekends and holidays

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly

- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title:	Clerk III (Clerk Manager)	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs receptionist & minor secretarial duties which involve compiling & tabulating data, opening records, registering clients, keeping appointment schedule, recording, sorting & dispatching incoming & outgoing mail. Screens telephone calls and gives basic information requiring knowledge of agency functions. Works is performed according to established procedures. As Clerk Manager, supervises clerical support staff and assures all reports are compiled and submitted to C.O. on schedule. Assures that all billing is completed correctly & on a timely manner. Completes performance evaluations on clerical support staff. Works under the supervision of the R.N. Supervisor and Billing Supervisor.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Supervises clerical support staff. Works under the immediate supervision of the RN Supervisor and in collaboration with the Billing Supervisor. Works in collaboration with all clinic staff in providing efficient and safe services to all clients. Is responsible for support clerical staff performance evaluations.
- Performs clerical duties: Greets clients in person & by telephone courteously. Secures appointment to new & return clients. Reschedules appropriately. Provides basic information requiring knowledge of agency functions.
- Performs duties before & during clinic: Opens records using proper forms with all necessary data. Completes all client information in Core 1. Screens clients for eligibility according to department screening procedures. Updates client information on return visits appropriately. Calls clients the day before clinic to remind them of appointment for all services.
- Duties after Clinic: Indexes all new records opened in the master indexed & in current software program. Reviews client registration list for completion. Compiles & completes Co-Pay report at end of each day. Files all records back in file. Performs data entry for all programs. Follows up pending Medicaid.
- Other duties: Order office supplies, records, & forms for all services on a timely manner. Posts all lab reports reviewed & initialed by RN. Pulls all abnormal reports with records for nurses to follow-up. Assures that mail co-pay, & lab specimens are mailed out on time & to proper destination. Submits financial and statistical reporting documents to C.O. on scheduled dates. Follows channel of command for problems.
- Other duties as assigned.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED certificate, plus three (3) years experience on similar work preferably in a Public Health setting.

CERTIFICATIONS, LICENSES, REGISTRATIONS:
- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Basic clerical/secretarial skills;
- Ability to communicate effectively orally and in writing;
- Ability to plan work and meet deadlines;
- Skills on computer data entry (Windows, TWICES, Word Processing);
- Ability to perform cashier and bookkeeping work;
- Basic supervisory skills;
- Ability to screen clients for program eligibility using correct software.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

SPECIAL INSTRUCTIONS AND/OR REMARKS:
- Bilingual required (English/Spanish);
- Able to provide services to other assigned clinics as needed;
- Willingness to work unusual hours as needed.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:
Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:
- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others

- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

FORM A-11: ASSESSMENT NARRATIVE GUIDELINES

Specifically address each of the assessment items listed below associated with the services proposed in this proposal, numbering them as indicated. Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form.

1. Provide brief synopsis of the community as a whole describing in general:
    a. Geographic boundaries (urban or rural, physical environment);
    b. General demographic data (age, gender, ethnicity, etc.);
    c. General socioeconomic data (per capita income, poverty levels, uninsured/underinsured, unemployment, occupational data, etc.); and
    d. General description of community-wide health status (e.g., low birth weight, obesity of children, adolescents and pregnant women, immunization rate, and morbidity/mortality statistics).

2. Describe the target population(s) including:
    a. Geographic service area;
    b. Characteristics of target population (including demographic and socioeconomic data specific to each population);
    c. Target population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
    d. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).

3. Describe gaps in resources and potential barriers to improving health status.

4. Describe any other characteristics of the population(s) you propose to serve or of the proposed service area(s) which make Title V support particularly important?

Section II
Attachment B

Title V Child Health & Child Dental Services Forms

To Be Completed by Child Health & Child Dental Services Respondents Only

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD HEALTH SERVICES

Legal Business Name of Respondent: Hidalgo County

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Administrative Officer	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-3229		
E-mail:	eddie.olivarez@hchd.org		
Medical Director:	Ivan Melendez	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Physician	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	N/A		
Program Coordinator:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Director of Nursing	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	lydia.serna@hchd.org		
Financial Officer:	Miguel Escaname	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Financial Officer	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.222	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-3229		
E-mail:	mike.escaname@hchd.org		
Quality Assurance Contact:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Director of Nursing	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	lydia.serna@hchd.org		
Public Information Contact*:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Administrative Officer	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-3229		
E-mail:	eddie.olivarez@hchd.org		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD DENTAL SERVICES

Legal Business Name of Respondent: N/A

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-2 SERVICE DELIVERY PLAN FOR CHILD HEALTH AND CHILD DENTAL SERVICES

Legal Business Name of Respondent: Hidalgo County

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

1. The Hidalgo County Health and Human Services Department will continue to provide Child Health services to uninsured and underinsured clients at all seven (7) clinics located throughout Hidalgo County. The department does not propose to provide Child Health services outside the Hidalgo County area.
2. The Hidalgo County Health and Human Services Department (HCHHSD) has provided Child Health services for more than 30 years to the indigent residents of Hidalgo County. Besides state funds (DSHS), the HCHHSD also receives local funds (County) to support Child Health services. The HCHHSD funds are monitored closely by the Chief Financial Officer to ensure Child Health services are provided on an ongoing basis each year. The HCHHSD will continue to provide the existing Child Health services during FY 2014. The HCHHSD conducts Child Health services under the guidance of a Chief Physician. The Chief Physician and Practitioners update the department's standing delegation orders yearly; and provide staff education and quality assurance activities on an on going basis to all nursing staff.
   The HCHHSD has 7 clinics throughout the county that facilitate client accessibility for Child Health services. Each clinic is staffed with RN's, LVN's and support staff. The Chief Physician and Practitioners are accessible to the clinic nurses to ensure Child Health services are provided to clients safely, timely, and as per DSHS/HCHHSD policies and procedures. The HCHHSD utilizes an EMR System for client data and reports; and for eligibility screening for services; and the Imm Trac Registry for vaccine documentation. The HCHHSD adheres to the confidentiality policy (HIPAA) for all of these programs. The department utilizes county funds to promote the clinic services thru PSA's in TV, radio & newspaper. Also, the department's Outreach Specialists and educators promote and educate the community on the services provided, specifically Child Health, in Health Fairs, community group presentations and coalition meetings. The HCHHSD partners with local providers in assisting Child Health clients and their families with medical health care needs and social needs. These providers include private physicians that provide delivery services; the Nuestra Clinica de Valle clinics and El Milagro Clinic assist in providing medical health care services; and, County Indigent Health Care and State Department of Human Services assist in providing financial support. There are no other clinics in Hidalgo County that provide Child Health services to the uninsured free of charge as does the HCHHSD. Thus, DSHS support is detrimental to the HCHHSD to continue providing Child Health services to the population in need in Hidalgo County.
3. The HCHHSD nurses assess each child for family violence, substance abuse, and mental needs in every client visit; by collecting the history (family & client), completing a mental screening tool, and conducting the physical assessment.
4. The HCHHSD partners with local providers (FQHC's) in referring children for medical health care needs. As stated before, the HCHHSD is the only agency in the county that provides Child Health services to the uninsured at no cost. Every child and family seen at

the department are screened for resources and referred accordingly. This includes referring families for medical financial assistance. The HCHHSD also has a LBSW on staff that assist and provide case management services to children and families in need.

5. The HCHHSD nursing staff are all bilingual (English & Spanish). The HCHHSD also contract with a Sign Language Company and Language Line contract services to clients needing interpreting services. Also, all of the HCHHSD clinics are ADA compliant and are located through out the county providing accessibility to the community in need. In addition, the department provides some extended hours to accommodate working families. Overall, the department assesses the client's and family needs yearly thru client satisfaction surveys, to improve service delivery.
6. The HCHHSD does not plan to subcontract Title V services for this contract period.
7. Quality assurance/quality improvement (QA/QI) process for the HCHHSD is as follows:
   a. The role of the QA Committee is to write and monitor the Quality Assurance Plan of the HCHHSD. The members of the committee include the RN Supervisor, Clerk Managers, Practitioners, LBSW, Chief Physician, Chief Administrative Officer, Billing Supervisor, DON & ADON.
   b. The Chief Physician's role is to review and update the department's standing delegations yearly, and as needed.
   c. The assigned QA Committee members conduct on site observation of services and client staff interactions provided by clinic staff for all programs at least quarterly; and, by using the appropriate observation tool. Findings and recommendations are reported to the committee at the next Committee meeting. The Committee conducts client record reviews (audits) from all programs and clinics to evaluate compliance of standards, standing delegation orders, policies and procedures.
   d. The Committee review records that are not compliant with standards and conduct appropriate actions as recommended on the record audit tool corrective action plan and follow up plan. The Committee evaluates the observations and record audit findings to determine staff development needs. The QA Committee also evaluates client records for compliance of nursing standards and refer to the Peer Review Committee, as applicable.
   e. The HCHHSD Director Of Nursing ensures client satisfaction surveys are conducted at all Health Department Clinics at least yearly. The summarized report is reviewed with the QA Committee on the next quarterly meeting. The Committee utilizes these findings to assure that quality and appropriate services are provided at all the health department clinics.
   f. The HCHHSD Director of Nursing and the Chief Physician review all written client and providers complaints, as well as all adverse outcomes in the clinic setting and develop a safeguard to prevent recurrence. Adverse outcomes are written in the appropriate incident report form and a conference with the provider is conducted, with plan of action written, and correction date set. The Committee conducts follow up on recommendations made to ensure resolution of problems:

      1. recommendations to record audits.
      2. recommendations to adverse outcomes.

The committee assures standards compliance and address recurrent deficiencies by providing necessary educational training, in-services, and management functions expeditiously to nursing and support staff to correct problems identified. Monitoring of all clinics services are conducted by the DON & ADON to all clinics on a quarterly basis. The Committee also recommends administrative action if the deficiencies continue.

g. The Committee maintains program objectives and updates them at least yearly. These program objectives are developed by utilizing state morbity data, state Healthy 2020 Objectives and local community assessments to determine essential and appropriate program objectives. The committee assures this by appointing eligible members to participate in the Performance Based Program Objectives Committees (PBO). These committees are Prenatal, Family Planning, Child Health, Immunizations, C/M, STD and TB. The PBO committee members appointed consist of clinic nurses, LBSW and Practitioners. The members for each PBO committee are appointed based on their expertise and training background. Example: for C/M, only certified case managers participate in that committee. The Program Objectives Committee's meet quarterly to conduct record reviews and identify outcomes. Outcomes identified are submitted to the QA Committee in the quarterly reports. The RN Supervisor also presents the audit outcomes and follow up plan to all nursing staff at each monthly clinic staff meeting.

h. The HCHHSD Chief Physician and department Practitioners maintain department standing delegation orders current. This staff ensure that they stay updated on medical practices/standards by attending trainings, conferences and researching medical information. The HCHHSD Chief Physician and Practitioners also refer to and ensure that standing delegation orders are within CDC and DSHS guidelines.

FORM B-2: SERVICE DELIVERY PLAN FOR CHILD HEALTH & CHILD DENTAL SERVICES
GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating policies and procedures manual. The service delivery plan must:

1. Summarize the proposed **child health and/or child dental** services. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe service delivery systems, workforce (attach organization chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe the process of assessing client risk factors associated with family violence, substance abuse, and mental health needs.

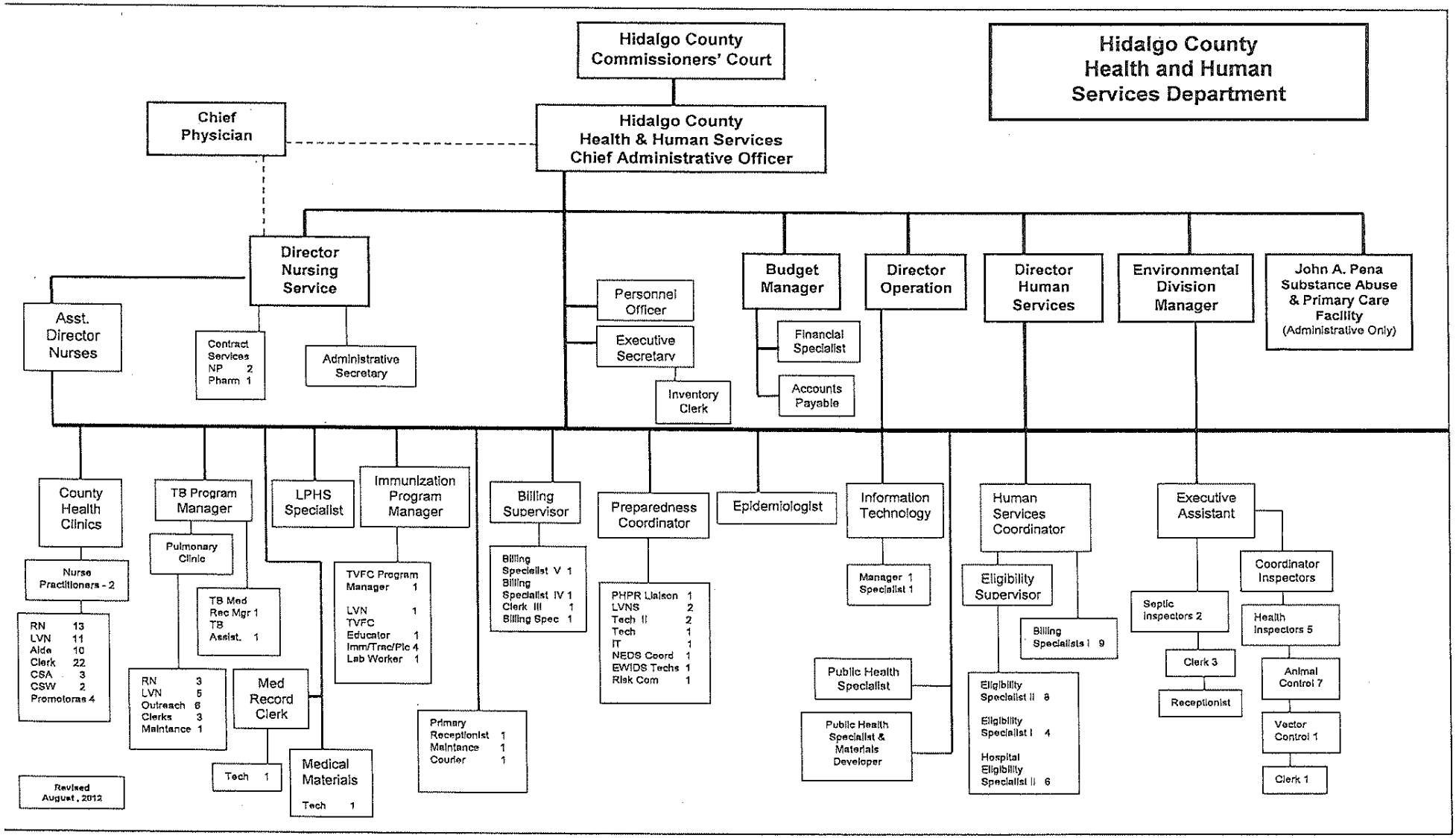
4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;
   - System utilized to identify and monitor adverse outcomes;

- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.


Hidalgo County Commissioners' Court
Hidalgo County Health and Human Services Department
Chief Physician
Hidalgo County Health & Human Services Chief Administrative Officer
Director Nursing Service
Asst. Director Nurses
Contract Services NP 2 Pharm 1
Administrative Secretary
Personnel Officer
Executive Secretary
Inventory Clerk
Budget Manager
Financial Specialist
Accounts Payable
Director Operation
Director Human Services
Environmental Division Manager
John A. Pena Substance Abuse & Primary Care Facility (Administrative Only)
County Health Clinics
Nurse Practitioners - 2
RN 13
LVN 11
Aide 10
Clerk 22
CSA 3
CSW 2
Promotoras 4
TB Program Manager
Pulmonary Clinic
TB Med Rec Mgr 1
TB Assist. 1
RN 3
LVN 5
Outreach 6
Clerks 3
Maintance 1
Med Record Clerk
Tech 1
LPHS Specialist
Medical Materials
Tech 1
Immunization Program Manager
TVFC Program Manager 1
LVN 1
TVFC Educator 1
Imm/Trac/Plc 4
Lab Worker 1
Primary Receptionist 1
Maintance 1
Courier 1
Billing Supervisor
Billing Specialist V 1
Billing Specialist IV 1
Clerk III 1
Billing Spec 1
Preparedness Coordinator
PHPR Liaison 1
LVNS 2
Tech II 2
Tech 1
IT 1
NEDS Coord 1
EWIDS Techs 1
Risk Com 1
Epidemiologist
Information Technology
Manager 1
Specialist 1
Public Health Specialist
Public Health Specialist & Materials Developer
Human Services Coordinator
Eligibility Supervisor
Billing Specialists I 9
Eligibility Specialist II 8
Eligibility Specialist I 4
Hospital Eligibility Specialist II 6
Executive Assistant
Septic Inspectors 2
Clerk 3
Receptionist
Coordinator Inspectors
Health Inspectors 5
Animal Control 7
Vector Control 1
Clerk 1
Revised August, 2012

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: Hidalgo County

This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form B-3 Guidelines).

If you provide services in counties located in different DSHS regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.

FY14 PROJECTED
Estimated Number of Unduplicated Clients

HSR: ☐ 1 ☐ 2/3 ☐4/5N ☐6/5S ☐ 7 ☐ 8 ☐9/10 √ 11	Infants 0 - 11 months Children & Adolescents 1 – 21 years	
	Number of Clients	Total $ Amount for all services provided
Child Health (include costs for laboratory and case management)	82	$ 34,833.00
Child Dental	-0-	$ -0-
GRAND TOTAL* Number of Clients and Dollars Requested	82	$ 34,833.00
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐Yes √No	Not currently a provider, but am interested in applying: ☐Yes √No

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES GUIDELINES

FORM B-3 must be used for Title V proposed child health and dental services only. The form reflects the estimated unduplicated number of the Title V child health and/or child dental eligible clients the respondent proposes to serve, and the total amount estimated to be billed to the Title V Child Health & Child Dental Services program. Complete a separate FORM B-3 for each Health Service Region in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Child Health, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Child Dental enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Child Health & Child Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM B-4: TITLE V CHILD HEALTH SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Health worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

FORM B-5: TITLE V CHILD DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Dental worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

Section II
Attachment C

Title V Prenatal Medical & Prenatal Dental Services Forms

To Be Completed by Prenatal Medical & Prenatal Dental Services Respondents Only

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL MEDICAL SERVICES

Legal Business Name of Respondent: Hidalgo County

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Administrative Officer	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-3229		
E-mail:	eddie.olivarez@hchd.org		
Medical Director:	Ivan Melendez	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Physician	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	N/A		
Program Coordinator:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Director Of Nursing	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext. 235	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	lydia.serna@hchd.org		
Financial Officer:	Miguel Escaname	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Financial Officer	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext. 222	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-3229		
E-mail:	mike.escaname@hchd.org		
Quality Assurance Contact:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Director of Nursing	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-3229		
E-mail:	lydia.serna@hchd.org		
Public Information Contact*:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Administrative Officer	1304 S. 25th Ave.	
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-3229		
E-mail:	eddie.olivarez@hchd.org		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: N/A

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: Hidalgo County

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

1. The Hidalgo County Health and Human Services Department will continue to provide Prenatal services to uninsured and underinsured clients at all seven (7) clinics located throughout Hidalgo County. The department does not propose to provide prenatal services outside the Hidalgo County area.
2. The Hidalgo County Health and Human Services Department (HCHHSD) has provided Prenatal services for more than 30 years to the indigent residents of Hidalgo County. Besides state funds (DSHS), the HCHHSD also receives local funds (County) to support Prenatal services. The HCHHSD funds are monitored closely by the Chief Financial Officer to ensure Prenatal services are provided on an ongoing basis each year. The HCHHSD will continue to provide the existing Prenatal services during FY 2014. The HCHHSD conducts Prenatal services under the guidance of a Chief Physician. This Chief Physician and Practitioners update standing delegations orders yearly and provide staff education and quality assurance activities on an on going basis to all nursing staff. The HCHHSD has 7 clinics throughout the county that facilitate client accessibility for Prenatal services. Each clinic is staffed with RN's, LVN's and support staff. The Chief Physician and Practitioners are accessible to the clinic nurses to ensure Prenatal services are provided to clients safely, timely, and as per DSHS/HCHHSD policies and procedures. The departments LBSW assist in providing case management services to eligible clients and assist the nursing staff in referring clients to the local Title V Genetic services, as applicable. The HCHHSD utilizes an EMR System for client data entry and reports; and, for eligibility screening for services; and the Imm Trac Registry for vaccine documentation. The HCHHSD adheres to the confidentiality policy (HIPAA) for all of these programs. The department utilizes county funds to promote the clinic services thru PSA's in TV, radio & newspaper. Also, the department's Outreach Specialist's and educators promote and educate the community on the services provided, specifically Prenatal, in Health Fairs, community group presentations and coalition meetings. The HCHHSD partners with local providers in assisting Prenatal clients with medical health care needs and social needs. These providers include private physicians that provide delivery services; the Nuestra Clinica de Valle clinics and El Milagro Clinic assist in providing medical health care services; and, County Indigent Health Care and State Department of Human Services assist in providing financial support. There are no other clinics that provide Prenatal services to the uninsured and free of charge as does the HCHHSD in Hidalgo County. Thus, DSHS support is detrimental to the HCHHSD to continue providing Prenatal services to the population in need in Hidalgo County.
3. The HCHHSD assesses each prenatal client for family violence, substance abuse, and mental needs in every client visit; by collecting the history (family & client) and conducting the physical assessment.

4. The HCHHSD partners with local providers (FQHC's) in referring prenatal clients for medical health care needs. As stated before, the HCHHSD is the only agency in the county that provides prenatal services to the uninsured at no cost. Every prenatal client and family seen at the department are screened for resources and referred accordingly. This includes referring families to the internal department, Human Services Division for medical financial assistance. In addition, the clients eligible and approved for the CHIP Prenatal Program are referred to a provider of their choice for delivery services. The department nursing staff and Outreach Specialist assist in the follow-up of the client and the newborn for Child Health & Family Planning services after delivery.
5. The HCHHSD nursing staff are all bilingual (English & Spanish). The HCHHSD also contract with A Sign Language Company and Language Line Contract Services to clients needing interpreting services. Also, all of the HCHHSD clinics are ADA compliant and are located through out the county providing accessibility to the community in need. In addition, the department provide some extended hours to accommodate working families. Overall, the department assesses the client's families needs yearly thru client satisfaction surveys to improve service delivery.
6. The HCHHSD does not plan to sub-contract Title V services during this contract period.
7. The Quality assurance/quality improvement (QA/QI) process for the HCHHSD is as follows:
    a. The role of the QA Committee is to write and monitor the Quality Assurance Plan of the HCHHSD. The members of the committee include the RN Supervisors, Clerk Managers, Practitioners, LBSW, Chief Physician, Chief Administrative Officer, Billing Supervisor, DON & ADON.
    b. The Chief Physician's role is to review and update the department's standing delegation orders yearly and as needed.
    c. The assigned QA Committee members conduct on site observation of services and client staff interactions provided by clinic staff for all programs at least quarterly; and, by using the appropriate observation tool. Findings and recommendations are reported to the committee at the next Committee meeting. The Committee conducts client record reviews (audits) from all programs and clinics to evaluate compliance of standards, standing delegation orders, policies and procedures.
    d. The Committee review records that are not compliant with standards and conduct appropriate actions as recommended on the record audit tool corrective action plan and follow up plan. The Committee evaluates the observations and record audit findings to determine staff development needs. The QA Committee also evaluates client records for compliance of nursing standards and refer to the Peer Review Committee, as applicable.
    e. The HCHHSD Director Of Nursing ensures client satisfaction surveys are conducted at all Health Department Clinics at least yearly. The summarized report is reviewed with the QA Committee on the next quarterly meeting. The Committee utilizes these findings to assure that quality and appropriate services are provided at all the health department clinics.
    f. The HCHHSD Director of Nursing and the Chief Physician review all written client and providers complaints, as well as all adverse outcomes in the clinic setting and develop a safeguard to prevent recurrence. Adverse outcomes are written in the appropriate incident report form and a conference with the provider is conducted, with plan of action written, and correction date set. The Committee conducts follow up on recommendations made to ensure resolution of problems:

1. recommendations to record audits.
2. recommendations to adverse outcomes.

The committee assures standards compliance and address recurrent deficiencies by providing necessary educational training, in-services, and management functions expeditiously to nursing and support staff to correct problems identified. Monitoring of all clinics services are conducted by the DON & ADON to all the clinics on a quarterly basis. The Committee recommends administrative action if the deficiencies continue.

g. The Committee maintains program objectives and updates them at least yearly. These program objectives are developed by utilizing state morbity data, state Healthy 2020 Objectives and local community assessments to determine essential appropriate program objectives. The Committee assures this by appointing eligible members to participate in the Performance Based Program Objectives Committees (PBO). These committees are Prenatal, Family Planning, Child Health, Immunizations, C/M, STD and TB. The PBO committee members appointed consist of clinic nurses, LBSW and Practitioners. The members for each PBO committee are appointed based on their expertise and training background. Example: for C/M, only certified case managers participate in that committee. The Program Objectives Committee's meet quarterly to conduct record reviews and identify outcomes. Outcomes identified are submitted to the QA Committee in the quarterly reports. The RN Supervisor present the record review outcomes and follow up plan to all nursing staff at each monthly clinic staff meeting.
h. The HCHHSD Chief Physician and department Practitioners maintain department standing delegation orders current. This staff ensure that they stay updated on medical practices/standards by attending trainings, conferences and researching medical information. The HCHHSD Chief Physician and Practitioners also refer to and ensure that standing delegation orders are within CDC and DSHS guidelines.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating and procedures manual. The service delivery plan must:

1. Summarize the proposed **prenatal medical and/or prenatal dental** services and how respondent will assist patient with the CHIP Perinatal Program application process. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe delivery systems, workforce (attach organizational chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe process of assessing risk factors associated with family violence, substance abuse and mental health needs.

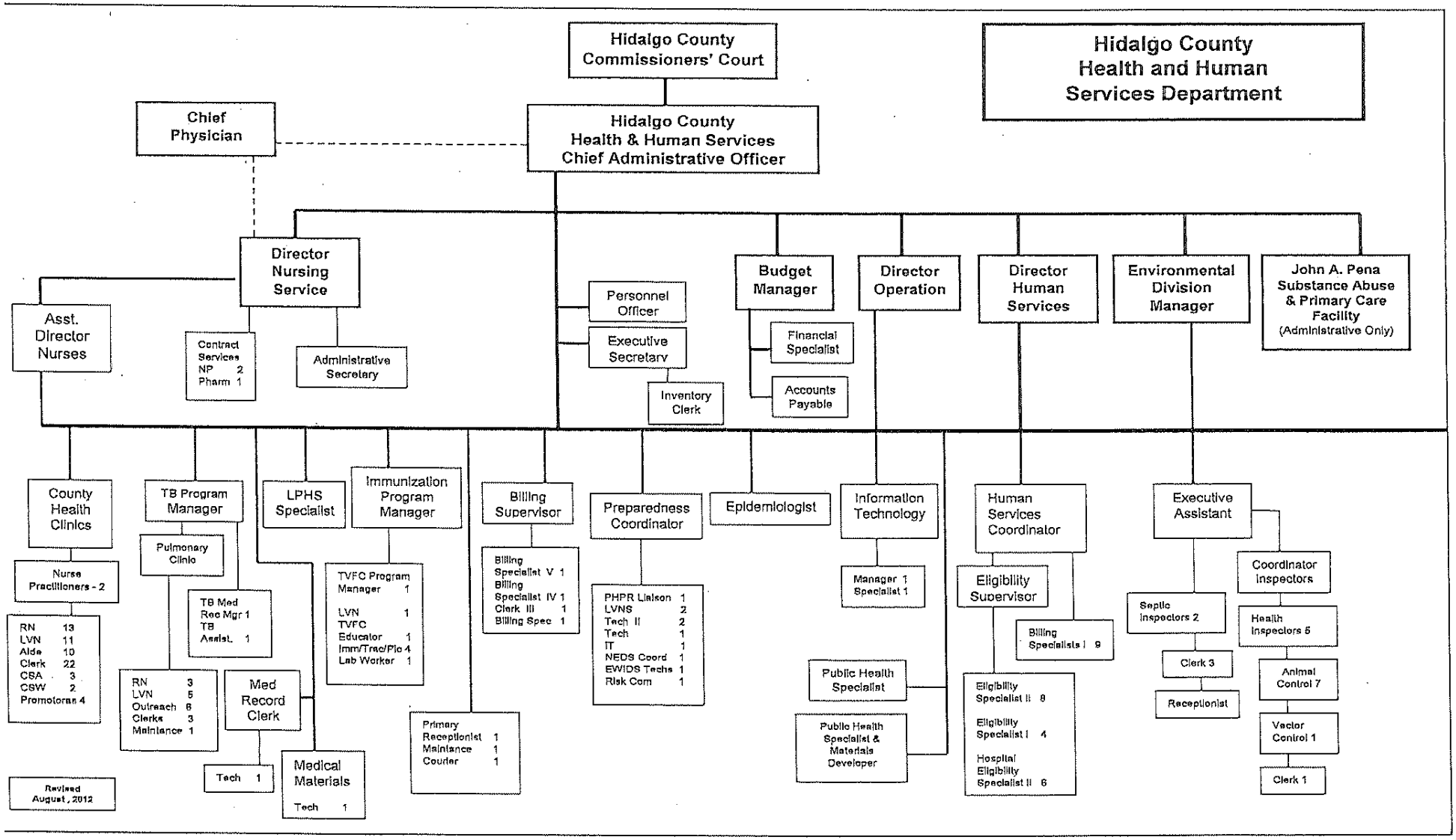
4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract out any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;

- System utilized to identify and monitor adverse outcomes;
- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.


Hidalgo County Commissioners' Court
Hidalgo County Health and Human Services Department
Chief Physician
Hidalgo County Health & Human Services Chief Administrative Officer
Director Nursing Service
Asst. Director Nurses
Contract Services NP 2 Pharm 1
Administrative Secretary
Personnel Officer
Executive Secretary
Inventory Clerk
Budget Manager
Financial Specialist
Accounts Payable
Director Operation
Director Human Services
Environmental Division Manager
John A. Pena Substance Abuse & Primary Care Facility (Administrative Only)
County Health Clinics
Nurse Practitioners - 2
RN 13
LVN 11
Aide 10
Clerk 22
CSA 3
CSW 2
Promotoran 4
TB Program Manager
Pulmonary Clinic
TB Med Rec Mgr 1
TB Assist. 1
RN 3
LVN 5
Outreach 6
Clerks 3
Maintance 1
Tech 1
Med Record Clerk
LPHS Specialist
Medical Materials
Tech 1
Immunization Program Manager
TVFC Program Manager 1
LVN 1
TVFC Educator 1
Imm/Trac/Pic 4
Lab Worker 1
Primary Receptionist 1
Maintance 1
Courier 1
Billing Supervisor
Billing Specialist V 1
Billing Specialist IV 1
Clerk III 1
Billing Spec 1
Preparedness Coordinator
PHPR Liaison 1
LVNS 2
Tech II 2
Tech 1
IT 1
NEDS Coord 1
EWIDS Techs 1
Risk Com 1
Epidemiologist
Information Technology
Manager 1
Specialist 1
Public Health Specialist
Public Health Specialist & Materials Developer
Human Services Coordinator
Eligibility Supervisor
Billing Specialists I 9
Eligibility Specialist II 8
Eligibility Specialist I 4
Hospital Eligibility Specialist II 6
Executive Assistant
Septic Inspectors 2
Clerk 3
Receptionist
Coordinator Inspectors
Health Inspectors 5
Animal Control 7
Vector Control 1
Clerk 1
Revised August, 2012

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: Hidalgo County

This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form C-3 Guidelines).

If you provide services in counties located in different DSHS regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.

FY14 PROJECTED
Estimated Number of Unduplicated Clients

HSR: ☐ 1 ☐ 2/3 ☐4/5N ☐6/5S ☐ 7 ☐ 8 ☐9/10 √ 11	Pregnant Women	
	Number of Clients	Total $ Amount for all services provided
Prenatal Medical (include costs for laboratory and case management)	1027	$ 165,909.00
Prenatal Dental	-0-	$ -0-
GRAND TOTAL* Number of Clients and Dollars Requested	1027	$ 165,909.00
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐Yes √ No	Not currently a provider, but am interested in applying: ☐Yes √ No

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL SERVICES CEILING REQUEST AND PERFORMANCE MEASURES GUIDELINES

FORM C-3 must be used for Title V proposed prenatal medical and prenatal dental services only. The form reflects the estimated unduplicated number of Title V prenatal medical and/or prenatal dental eligible clients the respondent proposes to serve and the total amount estimated to be billed to the Title V Prenatal Medical Services program. Complete a separate FORM C-3 for each Health Service Region (HSR) in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Prenatal Medical services, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Prenatal Dental service enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Prenatal Medical & Prenatal Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM C-4: TITLE V PRENATAL MEDICAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Medical worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

FORM C-5: TITLE V PRENATAL DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Dental worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

Attachment G – Grantee's FY2018 Renewal Application

HEALTH AND HUMAN SERVICES COMMISSION

FORM A: FACE PAGE – FY18 Child Health & Child Dental Renewal Application as authorized under Community Health Services (RFP # CHS/TV-0554.1)

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION			
1) LEGAL BUSINESS NAME:	Hidalgo County		
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):		**Check if address change**	☐
	1304 S. 25th Ave Edinburg, Texas 78542		
3) PAYEE Name and Mailing Address (if different from above):		**Check if address change**	☐
	Norma Garcia, County Treasurer, 2810 South Business Hwy 281, Edinburg, Texas 78542		
4) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) **or Social Security Number** (9 digit) : **DUNS Number:**		74-6000717 10-311-0834	
The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.			
5) Medicaid Provider Number: 1932146836	**OR**	**Date Medicaid Application Submitted & TMHP Ticket #:**	

6) TYPE OF ENTITY (check all that apply):

☐	City	☐	Nonprofit Organization*	☐	Individual
☒	County	☐	For Profit Organization*	☐	FQHC
☐	Other Political Subdivision	☐	HUB Certified	☐	State Controlled Institution of Higher Learning
☐	State Agency	☐	Community-Based Organization	☐	Hospital
☐	Indian Tribe	☐	Minority Organization	☐	Private
		☐	Faith Based (Nonprofit Org)	☐	Other (specify):

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD:	**Start Date:**	09/01/2017	**End Date:**	08/31/2018

8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).

9) AMOUNT OF FUNDING	**V-CH & CD:** $ 30,535.00	
		11) PROJECT CONTACT PERSON
10) PROJECTED	$ 2,700,000.00	Name: Eduardo Olivarez Phone: 956-383-6221 Fax: 956-383-3229 E-mail: eddie.olivarez@hchd.org
Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? ** Yes ☒ No ☐ ***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non-project-related HHSC funds.*		**12) FINANCIAL OFFICER** Name: Raymundo Eufracio Phone: 956-318-2511 Fax: 956-318-2577 E-mail: ray.eufracio@auditor.co.hidalgo.tx.us

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: HHSC Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE		**Check if change** ☐	**14) SIGNATURE OF AUTHORIZED REPRESENTATIVE**
	Name:	Ramon Garcia	
	Title:	County Judge	**15) DATE**
	Phone:	956-318-2600	
	Fax:	956-318-2699	
	E-mail:	ramon.garcia@co.hidalgo.tx.us	

FORM A: FACE PAGE INSTRUCTIONS

This form provides basic information about the respondent and the proposed project with the Health and Human Services Commission (HHSC), including the signature of the authorized representative. It is the cover page of the proposal and is required to be completed. Signature affirms the facts contained in the respondent's response are truthful and the respondent is in compliance with the assurances and certifications contained in **HHSC Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the respondent's proposal.

1. **LEGAL BUSINESS NAME** - Enter the legal name of the respondent.

2. **MAILING ADDRESS INFORMATION** - Enter the respondent's complete physical address and mailing address, city, county, state, and zip code.

3. **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with respondent to receive payment for services rendered by respondent and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the respondent. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4. **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The respondent acknowledges, understands and agrees the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.
   DUNS Number – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. . This number is required if receiving **ANY** federal funds and can be obtained at: http://fedgov.dnb.com/webform
5. **MEDICAID PROVIDER NUMBER OR DATE MEDICAID APPLICATION SUBMITTED** – Enter the Medicaid provider number used by the organization to bill Medicaid. If the organization does not have a Medicaid number, enter the date an application was submitted to obtain a Medicaid number and TMPH Ticket #.

6. **TYPE OF ENTITY** - The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Check all appropriate boxes that apply.
   - HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (economically disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the Comptroller's Texas Procurement and Support Services or another entity.
   - MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   - If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

7. **PROPOSED BUDGET PERIOD** - Enter the budget period for this proposal. Budget period is defined in the RFP.

8. **COUNTIES SERVED BY PROJECT** – Check off counties to be served from the list of Texas counties on Page 3 (below) and include behind the Face Page. Do not write counties on line 8. Do check the counties to be served on the counties list page.

9. **AMOUNT OF FUNDING** - Contractor to enter the contract award amount from the renewal application notice. The amount and the Grand Total of Form E must match.

10. **PROJECTED EXPENDITURES** - If respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year, respondent must arrange for a financial compliance audit (Single Audit).

11. **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and e-mail address of the person responsible for the proposed project.

12. **FINANCIAL OFFICER** - Enter the name, phone, fax, and e-mail address of the person responsible for the financial aspects of the proposed project.

13. **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and e-mail address of the person authorized to represent the respondent. Check the "Check if change" box if the authorized representative is different from previous submission to HHSC.

14. **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the respondent must sign in this blank.

15. **DATE** - Enter the date the authorized representative signed this form.

FORM B: Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent:

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐	4/5N	Coleman	☐	2/3	**-G-**		
Andrews	☐	9/10	Collin	☐	2/3	Gaines	☐	9/10
Angelina	☐	4/5N	Collingsworth	☐	1	Galveston	☐	6/5S
Aransas	☐	11	Colorado	☐	6/5S	Garza	☐	1
Archer	☐	2/3	Comal	☐	8	Gillespie	☐	8
Armstrong	☐	1	Comanche	☐	2/3	Glasscock	☐	9/10
Atascosa	☐	8	Concho	☐	9/10	Goliad	☐	8
Austin	☐	6/5S	Cooke	☐	2/3	Gonzales	☐	8
-B-			Coryell	☐	7	Gray	☐	1
Bailey	☐	1	Cottle	☐	2/3	Grayson	☐	2/3
Bandera	☐	8	Crane	☐	9/10	Gregg	☐	4/5N
Bastrop	☐	7	Crockett	☐	9/10	Grimes	☐	7
Baylor	☐	2/3	Culberson	☐	9/10	Guadalupe	☐	8
Bee	☐	11	**-D-**			**-H-**		
Bell	☐	7	Dallam	☐	1	Hale	☐	1
Bexar	☐	8	Dallas	☐	2/3	Hall	☐	1
Blanco	☐	7	Dawson	☐	9/10	Hamilton	☐	7
Borden	☐	9/10	Deaf Smith	☐	1	Hansford	☐	1
Bosque	☐	7	Delta	☐	4/5N	Hardeman	☐	2/3
Bowie	☐	4/5N	Denton	☐	2/3	Hardin	☐	6/5S
Brazoria	☐	6/5S	DeWitt	☐	8	Harris	☐	6/5S
Brazos	☐	7	Dickens	☐	1	Harrison	☐	4/5N
Brewster	☐	9/10	Dimmit	☐	8	Hartley	☐	1
Briscoe	☐	1	Donley	☐	1	Haskell	☐	2/3
Brooks	☐	11	Duval	☐	11	Hemphill	☐	1
Brown	☐	2/3	**-E-**			Henderson	☐	4/5N
Burleson	☐	7	Eastland	☐	2/3	Hidalgo	☒	11
Burnet	☐	7	Ector	☐	9/10	Hill	☐	7
-C-			Edwards	☐	8	Hockley	☐	1
Caldwell	☐	7	Ellis	☐	2/3	Hood	☐	2/3
Calhoun	☐	8	El Paso	☐	9/10	Hopkins	☐	4/5N
Callahan	☐	2/3	Erath		2/3	Houston	☐	4/5N
Cameron	☐	11	**-F-**	☐		Howard	☐	9/10
Camp	☐	4/5N	Falls	☐	7	Hudspeth	☐	9/10
Carson	☐	1	Fannin	☐	2/3	Hunt	☐	2/3
Cass	☐	4/5N	Fayette	☐	7	Hutchinson	☐	1
Castro	☐	1	Fisher	☐	2/3	**-I-**		
Chambers	☐	6/5S	Floyd	☐	1	Irion	☐	9/10
Cherokee	☐	4/5N	Foard	☐	2/3	**-J-**		
Childress	☐	1	Fort Bend	☐	6/5S	Jack	☐	2/3
Clay	☐	2/3	Franklin	☐	4/5N	Jackson	☐	8
Cochran	☐	1	Freestone	☐	7	Jasper	☐	4/5N
Coke	☐	9/10	Frio	☐	8	Jeff Davis	☐	9/10

Jefferson	☐	6/5S
Jim Hogg	☐	11
Jim Wells	☐	11
Johnson	☐	2/3
Jones	☐	2/3
-K-		
Karnes	☐	8
Kaufman	☐	2/3
Kendall	☐	8
Kenedy	☐	11
Kent	☐	2/3
Kerr	☐	8
Kimble	☐	9/10
King	☐	1
Kinney	☐	8
Kleberg	☐	11
Knox	☐	2/3
-L-		
Lamar	☐	4/5N
Lamb	☐	1
Lampasas	☐	7
La Salle	☐	8
Lavaca	☐	8
Lee	☐	7
Leon	☐	7
Liberty	☐	6/5S
Limestone	☐	7
Lipscomb	☐	1
Live Oak	☐	11
Llano	☐	7
Loving	☐	9/10
Lubbock	☐	1
Lynn	☐	1
-M-		
Madison	☐	7
Marion	☐	4/5N
Mason	☐	9/10
Matagorda	☐	6/5S
Maverick	☐	8
McCulloch	☐	9/10
McLennan	☐	7
McMullen	☐	11
Medina	☐	8
Menard	☐	9/10
Midland	☐	9/10
Milam	☐	7
Mills	☐	7
Mitchell	☐	2/3
Montague	☐	2/3
Montgomery	☐	6/5S
Moore	☐	1
Morris	☐	4/5N
Motley	☐	1
-N-		
Nacogdoches	☐	4/5N
Navarro	☐	2/3
Newton	☐	4/5N
Nolan	☐	2/3
Nueces	☐	11
-O-		
Ochiltree		1
Oldham	☐	1
Orange	☐	6/5S
-P-	☐	
Palo Pinto	☐	2/3
Panola	☐	4/5N
Parker	☐	2/3
Parmer	☐	1
Pecos	☐	9/10
Polk	☐	4/5N
Potter	☐	1
Presidio	☐	9/10
-R-		
Rains	☐	4/5N
Randall	☐	1
Reagan	☐	9/10
Real	☐	8
Red River	☐	4/5N
Reeves	☐	9/10
Refugio	☐	11
Roberts	☐	1
Robertson	☐	7
Rockwall	☐	2/3
Runnels	☐	2/3
Rusk	☐	4/5N
-S-		
Sabine	☐	4/5N
San Augustine	☐	4/5N
San Jacinto	☐	4/5N
San Patricio	☐	11
San Saba	☐	7
Scurry	☐	2/3
Shackelford	☐	2/3
Shelby	☐	4/5N
Sherman	☐	1
Smith	☐	4/5N
Somervell	☐	2/3
Starr	☐	11
Stephens	☐	2/3
Sterling	☐	9
Stonewall	☐	2/3
Sutton	☐	9/10
Swisher	☐	1
-T-	☐	
Tarrant	☐	2/3
Taylor	☐	2/3
Terrell	☐	9/10
Terry	☐	1
Throckmorton	☐	2/3
Titus	☐	4/5N
Tom Green	☐	9/10
Travis	☐	7
Trinity	☐	4/5N
Tyler	☐	4/5N
-U-		
Upshur	☐	4/5N
Upton	☐	9/10
Uvalde	☐	8
-V-		
Val Verde	☐	8
Van Zandt	☐	4/5N
Victoria	☐	8
-W-		
Walker	☐	6/5S
Waller	☐	6/5S
Ward	☐	9/10
Washington	☐	7
Webb	☐	11
Wharton	☐	6/5S
Wheeler	☐	1
Wichita	☐	2/3
Wilbarger	☐	2/3
Willacy	☐	11
Williamson	☐	7
Wilson	☐	8
Winkler	☐	9/10
Wise	☐	2/3
Wood	☐	4/5N
-Y-		
Yoakum	☐	1
Young	☐	2/3
-Z-		
Zapata	☐	11
Zavala	☐	8

FORM C: CONTACT PERSON INFORMATION
TITLE V CHILD HEALTH SERVICES

Legal Business Name of Respondent: Hidalgo County

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. Complete all information for all contacts within your agency. Mark N/A if a contact does not apply to your agency. *All phone numbers should be a direct line to the designated individual.* *If any of the following information changes during the term of the contract, please send written notification to the Contract Manager in the **Contract Management Unit.***

Please ensure that all information is accurate.

Executive Director:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer	1304 S. 25th Ave
Phone:	956-383-6221 Ext. 7211	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	eddie.olivarez@hchd.org	
Medical Director:	Ivan Melendez, M.D.	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Physician	1304 S. 25th Ave
Phone:	956-383-6221 Ext.	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	planetmed4@gmail.com	
Program Coordinator:	Connie Sanchez, RN	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director of Clinical Care Services	1304 S. 25th Ave
Phone:	956-383-6221 Ext.7212	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	connie.sanchez@hchd.org	
Financial Officer:	Mike Escaname	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Financial Officer	1304 S. 25th Ave
Phone:	956-383-6221 Ext. 7210	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	mike.escaname@hchd.org	
Quality Assurance Contact:	Connie Sanchez, RN	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director of Clinical Care Services	1304 S. 25th Ave
Phone:	956-383-6221 Ext. 7212	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	connie.sanchez@hchd.org	
Billing Contact:	Maveli Martinez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Health Services Billing Supervisor	1304 S. 25th Ave
Phone:	956-383-6221 Ext. 7392	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	maveli.martinez@hchd.org	
Public Information Contact*:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer	1304 S. 25th Ave
Phone:	956-383-6221 Ext. 7211	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	eddie.olivarez@hchd.org	

*Will be provided as referral information to the public by 2-1-1, the DSHS/HHSC website, and other health information resources.

FORM C: CONTACT PERSON INFORMATION
TITLE V CHILD DENTAL SERVICES

Legal Business Name of Respondent: N/A

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. Complete all information for all contacts within your agency. Mark N/A if a contact does not apply to your agency. *All phone numbers should be a direct line to the designated individual.* *If any of the following information changes during the term of the contract, please send written notification to the Contract Manager in the **Contract Management Unit.***

Please ensure that all information is accurate.

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Billing Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

Quality Assurance Contact:

Mailing Address (incl. street, city, county, state, & zip):

Title:

Phone: Ext.

Fax:

E-mail:

Public Information Contact*:

Mailing Address (incl. street, city, county, state, & zip):

Title:

Phone: Ext.

Fax:

E-mail:

*Will be provided as referral information to the public by 2-1-1, the DSHS/HHSC website, and other health information resources.

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	**Clinic Site # _1_ of _7__**

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	**BCCS**	☐	**FP**	☐	**PHC**	☐	**HTW**	☐ **Epilepsy**
	☐	**FQHC**	☐	**FQHC Look-alike**	☐	**Open Extended Hours**			
	☒	**V – Child Health**	☒	**V – Prenatal Medical**					
	☐	**V-Child Dental**	☐	**V – Prenatal Dental**					
Subcontractor Site:	☐	**Yes**	☒	**No**					
Clinic Name to Appear on Website Locator:	**HCHHSD-Edinburg Clinic**								

Contact Person:	**Laura Martinez, RN**	**Phone:**	**956-318-2040**
Location of Site:	**3105 E. Richardson**	**Fax:**	**956-316-3491**
Street Address:	**3105 E. Richardson**		

City:	**Edinburg**	**County:**	**Hidalgo**	**Zip Code:**	**78541**	**HSR:**	**11**
Pharmacy License #:	**07182**	**TPI #:**	**139350613**	**NPI#:**	**1932146636**		

CLINIC HOURS AND SERVICES:

DAY		**HOURS OF OPERATION**		**SERVICES PROVIDED/CLINIC TYPE**	**# MONTHLY CLINICS**
		From	**To**		
MONDAY	**Morning**	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	**Morning**	7:30	12:00	Child Health Clinic, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	**Morning**	7:30	12:00	Pregnancy Tests, Prenatal Intakes & Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				**TOTAL # CLINICS PER MONTH**	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health and Child Dental Services	
☒ **Appointment scheduling on site**	☒ **Enrolled as a Texas Health Steps Provider**
☒ **Site does client intake and/or eligibility determination**	☐ **Enrolled as a Texas Health Steps Dental Provider**
☒ **Child Health services provided on site**	☒ **Enrolled as a CHIP Provider**
☐ **Child/Adolescent Dental services provided on site**	☐ **Enrolled as a CHIP Dental Provider**

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	**Clinic Site # _2_ of _7__**

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	**BCCS**	☐	**FP**	☐	**PHC**	☐	**HTW**	☐	**Epilepsy**	
	☐	**FQHC**	☐	**FQHC Look-alike**	☐	**Open Extended Hours**					
	☒	**V – Child Health**	☒	**V – Prenatal Medical**							
	☐	**V-Child Dental**	☐	**V – Prenatal Dental**							
Subcontractor Site:	☐	**Yes**	☒	**No**							
Clinic Name to Appear on Website Locator:	**HCHHSD-Elsa Clinic**										
Contact Person:	**Elva Murphy, RN**				**Phone:**	**956-262-1141**					
Location of Site:	**708 Edinburg St.**				**Fax:**	**956-262-7842**					
Street Address:	**708 Edinburg St.**										
City:	**Elsa**	**County:**	**Hidalgo**	**Zip Code:**	**78538**	**HSR:**	**11**				
Pharmacy License #:	**07182**	**TPI #:**	**139350613**	**NPI#:**	**1932146636**						

CLINIC HOURS AND SERVICES:

DAY		**HOURS OF OPERATION**		**SERVICES PROVIDED/CLINIC TYPE**	**# MONTHLY CLINICS**
		From	**To**		
MONDAY	**Morning**	8:00	12:00	Family Planning Intakes & Returns, Immunizations, Newborn, Assessments & TB Visits	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
TUESDAY	**Morning**	8:00	12:00	Child Health Clinic, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
WEDNESDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	**Morning**	8:00	12:00	Immunizations, Family Planning Clinic, Rx's & Pregnancy Tests	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
FRIDAY	**Morning**	8:00	12:00	Maternity Intakes, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				**TOTAL # CLINICS PER MONTH**	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health and Child Dental Services	
☒ **Appointment scheduling on site**	☒ **Enrolled as a Texas Health Steps Provider**
☒ **Site does client intake and/or eligibility determination**	☐ **Enrolled as a Texas Health Steps Dental Provider**
☒ **Child Health services provided on site**	☒ **Enrolled as a CHIP Provider**
☐ **Child/Adolescent Dental services provided on site**	☐ **Enrolled as a CHIP Dental Provider**

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	**Clinic Site # _3_ of _7__**

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County										
Funding Sources Used to Support this Clinic:	☐	**BCCS**	☐	**FP**	☐	**PHC**	☐	**HTW**	☐	**Epilepsy**
	☐	**FQHC**	☐	**FQHC Look-alike**	☐	**Open Extended Hours**				
	☒	**V – Child Health**	☒	**V – Prenatal Medical**						
	☐	**V-Child Dental**	☐	**V – Prenatal Dental**						
Subcontractor Site:	☐	**Yes**	☒	**No**						
Clinic Name to Appear on Website Locator:	**HCHHSD-Hidalgo Clinic**									

Contact Person:	**Norma Garza, RN**	**Phone:**	**956-843-7463**
Location of Site:	**702 E. Texano**	**Fax:**	**956-843-7762**
Street Address:	**702 E. Texano**		

City:	**Hidalgo**	**County:**	**Hidalgo**	**Zip Code:**	**78557**	**HSR:**	**11**

Pharmacy License #:	**07182**	**TPI #:**	**139350613**	**NPI#:**	**1932146636**

CLINIC HOURS AND SERVICES:

DAY		**HOURS OF OPERATION**		**SERVICES PROVIDED/CLINIC TYPE**	**# MONTHLY CLINICS**
		From	**To**		
MONDAY	**Morning**	8:00	12:00	Immunizations, Family Planning Rx's & TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
TUESDAY	**Morning**	8:00	12:00	Child Health Clinic, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
WEDNESDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	**Morning**	8:00	12:00	Family Planning Intakes & Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
FRIDAY	**Morning**	8:00	12:00	Prenatal Intakes, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				**TOTAL # CLINICS PER MONTH**	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health and Child Dental Services	
☒ **Appointment scheduling on site**	☒ **Enrolled as a Texas Health Steps Provider**
☒ **Site does client intake and/or eligibility determination**	☐ **Enrolled as a Texas Health Steps Dental Provider**
☒ **Child Health services provided on site**	☒ **Enrolled as a CHIP Provider**
☐ **Child/Adolescent Dental services provided on site**	☐ **Enrolled as a CHIP Dental Provider**

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	**Clinic Site # _4_ of _7__**

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	**BCCS**	☐	**FP**	☐	**PHC**	☐	**HTW**	☐	**Epilepsy**	
	☐	**FQHC**	☐	**FQHC Look-alike**	☐	**Open Extended Hours**					
	☒	**V – Child Health**	☒	**V – Prenatal Medical**							
	☐	**V-Child Dental**	☐	**V – Prenatal Dental**							
Subcontractor Site:	☐	**Yes**	☒	**No**							
Clinic Name to Appear on Website Locator:	**HCHHSD-McAllen Clinic**										
Contact Person:	**Victoria Garza, RN**				**Phone:**	**956-682-6155**					
Location of Site:	**300 E. Hackberry**				**Fax:**	**956-618-5979**					
Street Address:	**300 E. Hackberry**										
City:	**McAllen**	**County:**	**Hidalgo**	**Zip Code:**	**78501**	**HSR:**	**11**				
Pharmacy License #:	**07182**	**TPI #:**	**139350613**	**NPI#:**	**1932146636**						

CLINIC HOURS AND SERVICES:

DAY		**HOURS OF OPERATION**		**SERVICES PROVIDED/CLINIC TYPE**	**# MONTHLY CLINICS**
		From	**To**		
MONDAY	**Morning**	7:30	12:00	STD Clinic, Immunizations, TB Visits & Prenatal Intakes	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	**Morning**	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	**Morning**	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				**TOTAL # CLINICS PER MONTH**	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health and Child Dental Services	
☒ **Appointment scheduling on site**	☒ **Enrolled as a Texas Health Steps Provider**
☒ **Site does client intake and/or eligibility determination**	☐ **Enrolled as a Texas Health Steps Dental Provider**
☒ **Child Health services provided on site**	☒ **Enrolled as a CHIP Provider**
☐ **Child/Adolescent Dental services provided on site**	☐ **Enrolled as a CHIP Dental Provider**

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	**Clinic Site # _5_ of _7__**

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	**BCCS**	☐	**FP**	☐	**PHC**	☐	**HTW**	☐ **Epilepsy**
	☐	**FQHC**	☐	**FQHC Look-alike**	☐	**Open Extended Hours**			
	☒	**V – Child Health**	☒	**V – Prenatal Medical**					
	☐	**V-Child Dental**	☐	**V – Prenatal Dental**					
Subcontractor Site:	☐	**Yes**	☒	**No**					
Clinic Name to Appear on Website Locator:	**HCHHSD-Mission Clinic**								

Contact Person:	**Cecilia Lopez, RN**	**Phone:**	**956-585-2461**
Location of Site:	**211 N. Schuerbach Rd. Ste.1**	**Fax:**	**956-585-7144**
Street Address:	**211 N. Schuerbach Rd. Ste.1**		

City:	**Mission**	**County:**	**Hidalgo**	**Zip Code:**	**78572**	**HSR:**	**11**
Pharmacy License #:	**07182**	**TPI #:**	**139350613**	**NPI#:**	**1932146636**		

CLINIC HOURS AND SERVICES:

DAY		**HOURS OF OPERATION**		**SERVICES PROVIDED/CLINIC TYPE**	**# MONTHLY CLINICS**
		From	**To**		
MONDAY	**Morning**	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	**Morning**	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	**Morning**	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				**TOTAL # CLINICS PER MONTH**	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health and Child Dental Services	
☒ **Appointment scheduling on site**	☒ **Enrolled as a Texas Health Steps Provider**
☒ **Site does client intake and/or eligibility determination**	☐ **Enrolled as a Texas Health Steps Dental Provider**
☒ **Child Health services provided on site**	☒ **Enrolled as a CHIP Provider**
☐ **Child/Adolescent Dental services provided on site**	☐ **Enrolled as a CHIP Dental Provider**

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	**Clinic Site # _6_ of _7__**

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	**BCCS**	☐	**FP**	☐	**PHC**	☐	**HTW**	☐	**Epilepsy**	
	☐	**FQHC**	☐	**FQHC Look-alike**	☐	**Open Extended Hours**					
	☒	**V – Child Health**	☒	**V – Prenatal Medical**							
	☐	**V-Child Dental**	☐	**V – Prenatal Dental**							
Subcontractor Site:	☐	**Yes**	☒	**No**							
Clinic Name to Appear on Website Locator:	**HCHHSD-Pharr Clinic**										
Contact Person:	**Hermelinda Lopez, RN**				**Phone:**	**956-787-1531**					
Location of Site:	**300 W. Hall Acres**				**Fax:**	**956-787-6310**					
Street Address:	**300 W. Hall Acres**										
City:	**Pharr**	**County:**	**Hidalgo**	**Zip Code:**	**78577**	**HSR:**	**11**				
Pharmacy License #:	**07182**	**TPI #:**	**139350613**	**NPI#:**	**1932146636**						

CLINIC HOURS AND SERVICES:

DAY		**HOURS OF OPERATION**		**SERVICES PROVIDED/CLINIC TYPE**	**# MONTHLY CLINICS**
		From	**To**		
MONDAY	**Morning**	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	**Morning**	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	**Morning**	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				**TOTAL # CLINICS PER MONTH**	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health and Child Dental Services	
☒ **Appointment scheduling on site**	☒ **Enrolled as a Texas Health Steps Provider**
☒ **Site does client intake and/or eligibility determination**	☐ **Enrolled as a Texas Health Steps Dental Provider**
☒ **Child Health services provided on site**	☒ **Enrolled as a CHIP Provider**
☐ **Child/Adolescent Dental services provided on site**	☐ **Enrolled as a CHIP Dental Provider**

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	**Clinic Site # _7_ of _7__**

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County										
Funding Sources Used to Support this Clinic:	☐	**BCCS**	☐	**FP**	☐	**PHC**	☐	**HTW**	☐	**Epilepsy**
	☐	**FQHC**	☐	**FQHC Look-alike**	☐	**Open Extended Hours**				
	☒	**V – Child Health**	☒	**V – Prenatal Medical**						
	☐	**V-Child Dental**	☐	**V – Prenatal Dental**						
Subcontractor Site:	☐	**Yes**	☒	**No**						
Clinic Name to Appear on Website Locator:	**HCHHSD-Weslaco Clinic**									

Contact Person:	**Elva Murphy, RN**	**Phone:**	**956-968-7541**
Location of Site:	**1901 N. Bridge**	**Fax:**	**956-968-0085**
Street Address:	**1901 N. Bridge**		

City:	**Weslaco**	**County:**	**Hidalgo**	**Zip Code:**	**78596**	**HSR:**	**11**

Pharmacy License #:	**07182**	**TPI #:**	**139350613**	**NPI#:**	**1932146636**

CLINIC HOURS AND SERVICES:

DAY		**HOURS OF OPERATION**		**SERVICES PROVIDED/CLINIC TYPE**	**# MONTHLY CLINICS**
		From	**To**		
MONDAY	**Morning**	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	**Morning**	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	**Morning**	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	**Morning**	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	**Morning**	8:00	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	**Morning**			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				**TOTAL # CLINICS PER MONTH**	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health and Child Dental Services	
☒ **Appointment scheduling on site**	☒ **Enrolled as a Texas Health Steps Provider**
☒ **Site does client intake and/or eligibility determination**	☐ **Enrolled as a Texas Health Steps Dental Provider**
☒ **Child Health services provided on site**	☒ **Enrolled as a CHIP Provider**
☐ **Child/Adolescent Dental services provided on site**	☐ **Enrolled as a CHIP Dental Provider**

FORM D: CLINIC SITE FORM INSTRUCTIONS

Complete a separate Clinic Site Form for each clinic site. Information provided on clinic site forms is used to update DSHS/HHSC websites and public databases, therefore, each clinic form must contain current and accurate information.

Legal Name of Respondent	Respondent's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Service Area	List counties served by that specific clinic site, NOT all counties served by the whole project.
Funding Sources Used to Support this Clinic	From the sources listed, check all sources of funds used to support that specific clinic site.
Subcontractor Site	For each clinic site, indicate whether that particular site is subcontracted by the respondent to another entity for the provision of services.
Clinic Name to Appear on Website Locator	State the name of the clinic as it will appear on the DSHS/HHSC website locator. (The name should be recognizable to clients.)
Contact Person	Name of contact person for that clinic site.
Phone	Phone number for the clinic.
Location of Site	Clinic location (e.g., Texas Medical Center/Smith Tower)
Fax	Fax number for the clinic.
Street Address	Physical address of clinic.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Pharmacy License #	Pharmacy license number for the clinic (if applicable); otherwise put N/A for Not Applicable.
TPI#	Texas Provider Identifier # for the clinic (if applicable), otherwise N/A.
NPI#	National Provider Identifier # for the clinic (if applicable), or N/A.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of each clinic site for each day of the week broken into morning (e.g., 8:00 a.m. – Noon), afternoon (e.g. 12:01 p.m. – 5:00 p.m.), and evening hours (e.g., 5:01 p.m. – 8:00 p.m.). Indicate days of the week when the clinic is closed (e.g. Tuesday – closed).
Services Provided/Clinic Type	List the type of services provided or type of clinic for each day of the week. For example, Monday = child health clinic, Wednesday = dental clinic, etc. **Legend** -CH-child health, CD-child dental, PM-prenatal medical, PD-prenatal dental.
# Monthly Clinics	List the total number of clinics each month by the day of the week, e.g., Monday = 4 clinics per month; Tuesday = 0 clinics per month, etc.
Total Hours/Month	List the total number of hours of operation per month for each clinic site (e.g., Clinic Site 1 = 128 hours per month; Clinic Site 2 = 160 hours per month, etc.)
Total # Clinics Per Month	List the total number of clinics held per month per clinic site (e.g., Clinic Site 1 = 16, Clinic Site 2 = 20, etc.)

PROGRAM SPECIFICS:

This section of the clinic site form includes questions related to specific HHSC programs. Check the appropriate boxes to indicate what specific services are provided at each clinic site. Services generally vary between clinic sites, so it is essential that accurate service information is reported by respondent in order for HHSC to appropriately monitor services provided. *Important: Any changes in clinic information must be reported **in writing** to the appropriate HHSC Contract Manager in a timely manner. Programmatic or operational changes must be made in accordance with requirements outlined in the HHSC General Provisions at http://www.dshs.state.tx.us/grants/gen-prov.shtm.*

FORM E: TITLE V CHILD HEALTH & CHILD DENTAL
CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: Hidalgo County_____

	This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form E Guidelines). If you provide services in counties located in different HHSC regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.
	FY18 **PROJECTED** **Estimated Number of Unduplicated Clients**
HSR: ☐ 1 ☐ 2/3 ☐ 4/5N ☐ 6/5S ☐ 7 ☐ 8 ☐ 9/10 ☒ 11	Infants 0 - 11 months Children & Adolescents 1 – 21 years

	Number of Clients	Average Cost Per Client	Total $ Amount for all services provided
Child Health (include costs for laboratory and case management)	376	$81.21	$30,535.00
Child Dental	0	$0	$0
GRAND TOTAL Number of Clients and Dollars	376	$81.21	$30,535.00
Will Copay be Assessed?	☒Yes ☐No		
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐Yes ☐No		Not currently a provider, but am interested in applying: ☐Yes ☒No

FORM E: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES GUIDELINES

FORM E must be used for Title V proposed child health and dental services only. The form states the estimated unduplicated number of the Title V child health and/or child dental eligible clients the respondent proposes to serve and the amount to be billed to the Title V Child Health & Child Dental Services program. The Grand Total dollars is the contract award amount on the renewal application notice.

Complete a separate FORM E for each Health Service Region in which services will be provided.

For blocks 1-8, note the block number, its instructions below, and location on the form.
Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. Block 8: Enter your **contract award amount** from the renewal application notice. This must match the Amount of Funding on Form A-1: Face Page, #9.

3. Blocks 3 and 6: Divide the amount in block 8 between blocks 3 and 6 for services provided. **Note:** Blocks 3 and 6 added together equal block 8.

4. Block 1: Divide amount in block 3 by your average cost per client in block 2 to determine Number of Child Health Clients.

5. Block 4: Divide amount in block 6 by your average cost per client in block 5 to determine Number of Child Dental Clients.

6. Block 7: Add blocks 1 and 4 and place the grand total number of clients in this block.

7. Indicate whether respondent will be assessing copay by checking "Yes" or "No".

8. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM F: SERVICE DELIVERY PLAN FOR CHILD HEALTH & CHILD DENTAL SERVICES GUIDELINES

☒ Updated Organization chart attached

Contractors should describe their plans for service delivery (work plan) answering in full the questions below. Work plans should be submitted as a separate attachment along with their renewal application. Contractors do not need to repeat the question with their response.

Contractors should note any changes in their work plan document, from the FY14 Competitive RFP, in a different color font so that modifications can be easily identified by HHSC.

A maximum of six (6) pages may be submitted for the work plan.

1. Summarize the proposed **child health and/or child dental** services. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe service delivery systems, workforce (attach organization chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe the process of assessing client risk factors associated with family violence, substance abuse, and mental health needs.

4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;
   - System utilized to identify and monitor adverse outcomes;
   - Process for identifying performance and outcome measures; and
   - Process utilized to develop protocols and Standing Delegation Orders.

8. Describe agency's process in preparing for the release of a web-based system, **Integrated Business Information System (IBIS).** This system will do the process of client screening for eligibility and claims reimbursement. PC requirement for IBIS is a broadband connection capable of running the Internet Explorer web browser version 8.0 or higher. Document needs identified and action steps to address those needs before the IBIS launch date in FY18.

FORM F SERVICE DELIVERY PLAN FOR CHILD HEALTH AND CHILD DENTAL SERVICES

Legal Business Name of Respondent: Respondent: Hidalgo County

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

1. The Hidalgo County Health and Human Services Department will continue to provide Child Health Services to uninsured and underinsured clients at all seven (7) clinics located throughout Hidalgo County. The department does not propose to provide Child Health services outside the Hidalgo County area.
2. The Hidalgo County Health and Human Services Department (HCHHSD) has provided Child Health services for more than 33 years to the indigent residents of Hidalgo County. HCHHSD receives state funds (DSHS) and local funds (County) to support Child Health services. The HCHHSD funds are monitored closely by the Budget Manager to ensure Child Health services are provided on an ongoing basis each year. The HCHHSD will continue to provide the Child Health services as per Title V Child Health Guidelines. The HCHHSD conducts Child Health services under the guidance of a Chief Physician. The Chief Physician and Practitioners update the department's Standing Delegations Orders yearly; and provide staff education and Quality Assurance activities on an ongoing basis to all nursing staff.
   The HCHHSD has 7 clinics throughout the county that facilitate client accessibility for Child Health Services. Each clinic is staffed with RN's, LVN's and support staff. The Chief Physician and Practitioners are accessible to the clinic nurses to ensure Child Health Services are provided to clients safely, timely, and as per DSHS/HCHHSD Policies and procedures. The HCHHSD utilizes an EMR System for client data and reports; and for screening and eligibility and the Imm Trac Registry for vaccine documentation. The HCHHSD adheres to the confidentiality policy (HIPAA) for all programs. The department utilizes county funds to promote the clinic services thru PSA's in TV, radio & newspaper. Also, the department's educators promote and educate the community on the services provided, specifically Child Health, in Health Fairs, community group presentations and coalition meetings. The HCHHSD also partners with the South Texas Promotora Association (STPA) Promotora's in promoting Child Health Services to the community. In addition, the HCHHSD partners with local providers in assisting Child Health clients and their families with medical health care needs and social needs. These providers include private physicians that provide delivery services, Nuestra Clinica del Valle and El Milagro Clinic. Indigent Health Care and State Department of Human Services assist in providing financial support. There are no other clinics in Hidalgo County that provide Child Health services to the uninsured free of charge as does the HCHHSD. Thus, DSHS support is essential to the HCHHSD to continue providing Child Health Services to the population in need in Hidalgo County.
3. The HCHHSD nurses assess each child for family violence, substance abuse, and mental needs in every client visit; by collecting the history (client/family), completing a mental screening tool, and conducting the physical assessment.
4. The HCHHSD partners with local providers (FQHC's) in referring children for medical health care needs. The HCHHSD continues to be the only agency that provides Child Health Services to the uninsured at no cost. Every child and family seen at the department are screened for resources and referred accordingly. This includes referring families for medical financial assistance. The HCHHSD also has a LBSW on staff that assist and provide case management services to children and families in need.
5. The HCHHSD nursing and support staff are all bilingual (English & Spanish). The HCHHSD also contract with South Texas Interpreters for the Deaf LLC and Language Line Contract Services Inc. to clients needing interpreting services. Also, all of the HCHHSD clinics are ADA compliant and are located throughout the county providing accessibility to the community in need. In addition, the department provides some extended hours to accommodate working families. Overall, the department assesses the client's and family needs yearly thru client satisfaction surveys, to improve service delivery.
6. The HCHHSD does not plan to subcontract Title V services for this contract period.
7. Quality Assurance/Quality Improvement (QA/QI) process for the HCHHSD is as follows:
   a. The role of the QA Committee is to write and monitor the Quality Assurance Plan of the HCHHSD. The members of the committee include the RN Supervisor, Clerk Managers, Practitioners, LBSW, Chief Physician, Chief Administrative Officer, Billing Supervisor, Director of Clinical Care Services (DCCS) & Assistant Director of Clinical Care Services (ADCCS).
   b. The Chief Physician's role is to review and update the department's Standing Delegations yearly, and as needed.
   c. The assigned QA Committee members conduct on site observation of services and client staff interactions provided by clinic staff for all programs at least quarterly; and, by using the appropriate observation tool. Findings and recommendations are reported to the committee at the next Committee

meeting. The Committee conducts client record reviews (audits) from all programs and clinics to evaluate compliance of Standards, Standing Delegation Orders, Policies and Procedures.

d. The Committee review records that are not compliant with Standards of Conduct appropriate actions as recommended on the record audit tool corrective action plan and follow up plan. The Committee evaluates the observations and record audit findings to determine staff development needs. The QA Committee also evaluates client records for compliance of Nursing Standards and refer to the Peer Review Committee, as applicable.

e. The HCHHSD DCCS ensures client satisfaction surveys are conducted at all Health Department Clinics at least yearly. The summarized report is reviewed with the QA Committee on the next quarterly meeting. The Committee utilizes these findings to assure that quality and appropriate services are provided at all the health department clinics.

f. The HCHHSD DCCS and the Chief Physician review all written client and providers complaints, as well as all adverse outcomes in the clinic setting and develop a safeguard to prevent recurrence. Adverse outcomes are written in the appropriate incident report form and a conference with the provider is conducted, with plan of action written, and correction date set. The Committee conducts follow up on recommendations made to ensure resolution of problems:

1. Recommendations to record audits.
2. Recommendations to adverse outcomes.

The committee assures standards of compliance and address recurrent deficiencies by providing necessary educational training, in-services, and management functions expeditiously to nursing and support staff to correct problems identified. Monitoring of all clinics services are conducted by the DCCS & ADCCS to all clinics on a quarterly basis. The Committee also recommends administrative action if the deficiencies continue.

g. The HCHHSD Chief Physician and department Practitioners maintain department Standing Delegation Orders current. This staff ensures that they stay updated on medical practices/standards by attending trainings, conferences and researching medical information. The HCHHSD Chief Physician and Practitioners also refer to and ensure that Standing Delegation Orders are within CDC and DSHS guidelines.

8. HCHHSD has a fully functional IT Division. Once DSHS releases additional information on the availability of the IBIS system, the HCHHSD I.T. Director and division staff will facilitate the training of appropriate staff on the IBIS system's functionality, access, security and processes. The accessibility of an IBIS help desk for technical systems support would be most helpful, once the IBIS system is implemented.

FORM G: Title V Child Health and Dental Subcontractor Information

Complete a separate Title V Subcontractor Information Form for each subcontractor. Please provide the following information on the subcontractor(s) that provide direct services to HHSC Title V Child Health and Dental clients. A subcontractor is one who does all or part of the work required in the original contract. Meaning our contractor would reimburse the subcontractor for the services provided with the reimbursement rate or agreed amount.

☒ **This form is not applicable because we do not subcontract Title V services.**

Subcontractor Name:			
	Contact Name:		
	Subcontractor's Physical Address (incl. street, city, county, state, & zip):		
	Subcontractor's Mailing Address (incl. street, city, county, state, & zip):		
Phone:			Ext.
Fax:			
Contact Email:			

FORM H: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: Respondent: Hidalgo County

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Health and Human Services Commission (HHSC) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.

2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.

3. Return 100% of any generated program income to the Title V program that generated the funds.

4. Provide services regardless of client's inability to pay.

5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.

6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.

7. Provide HHSC with access to all data gathered or generated.

8. Agree to share data/information generated by the project, within constraints of confidentiality, with HHSC, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.

9. Grant HHSC rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.

10. Make available for HHSC review, all promotional materials/media to be disseminated in conjunction with this Title V project.

11. Comply with all applicable Title V policies, procedures, and regulations.

12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.

13. Establish orientation and in-service training plan for all project personnel for skills development to include eligibility, billing, and Integrated Business Information System (IBIS) data entry and/or continuing education based on an assessment of training needs.

14. Ensure that Title V medical services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.

15. Ensure that Title V dental services will be performed under the supervision, direction and responsibility of a qualified licensed dentist, and current procedures and Standing Delegation Orders are in place.

16. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.

17. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps online education modules and maintain documentation that the required modules were completed prior to providing checkup services.

Authorized Signature **Date**

FORM I: CHILD SUPPORT CERTIFICATION
(Required for all Respondents EXCEPT Non-profit and Governmental Entities)

Child Support Certification

The Texas Family Code, §231.006, VTCA places certain restrictions on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified below is not a governmental entity or a nonprofit corporation and certifies to the following:

1. The contractor is: (check one)

   ☐ An individual or sole proprietor, or

   ☐ A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

2. The contractor certifies the following is a complete list of the names and social security numbers of either (A) the individual or sole proprietor who is the contractor or (B) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity: (attach additional sheet if necessary).

   (A) Printed Name: _____
   Social Security Number: _____
   (B) Printed Name: _____
   Social Security Number: _____

3. Under the Texas Family Code, §231.006, VTCA the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

4. Printed Name of Contractor: _____
   Printed Name of Authorized Representative: _____
   Signing this Certification: _____
   Signature of Authorized Representative: _____
   Date: _____

FORM I: CHILD SUPPORT CERTIFICATION
GUIDELINES

Form A-6 is required by Texas Family Code, §231.006, and is designed to certify that anyone applying for funds under this RFP is not a child support obligor (a person who is more than 30 days delinquent). This form is applicable to for-profit corporations, sole proprietors, individuals and partnerships. This form is NOT applicable to Governmental entities and non-profit corporations. These types of entities do not need to complete the form.

PROGRAM SPECIFIC APPENDICES

Appendix A: Attached Title V Child Health Worksheet

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the Renewal Application. The Title V Child Health worksheet is attached for informational purposes in order to assist respondents in completing Form E. ***The worksheet should not be returned with the application.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY18 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY18 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

PROGRAM SPECIFIC APPENDICES

Appendix B: Attached Title V Child Dental Worksheet

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. Title V Child Dental worksheet is included for informational purposes in order to assist respondents in completing Form E. ***The worksheet should not be returned with the application.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY18 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY18 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

TEXAS Health and Human Services

HEALTH AND HUMAN SERVICES COMMISSION

FORM A: FACE PAGE – FY18 Child Health & Child Dental Renewal Application as authorized under Community Health Services (RFP # CHS/TV-0554.1)

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION			
1) LEGAL BUSINESS NAME:	Hidalgo County		
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):		**Check if address change**	☐
	1304 S. 25th Ave Edinburg, Texas 78542		
3) PAYEE Name and Mailing Address (if different from above):		**Check if address change**	☐
	Norma Garcia, County Treasurer, 2810 South Business Hwy 281, Edinburg, Texas 78542		
4) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) **or Social Security Number** (9 digit) : **DUNS Number:**		74-6000717 10-311-0834	

The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

5) Medicaid Provider Number: 1932146836	**OR**	**Date Medicaid Application Submitted & TMHP Ticket #:**

6) TYPE OF ENTITY (check all that apply):

☐	City	☐	Nonprofit Organization*	☐	Individual
☒	County	☐	For Profit Organization*	☐	FQHC
☐	Other Political Subdivision	☐	HUB Certified	☐	State Controlled Institution of Higher Learning
☐	State Agency	☐	Community-Based Organization	☐	Hospital
☐	Indian Tribe	☐	Minority Organization	☐	Private
		☐	Faith Based (Nonprofit Org)	☐	Other (specify):

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD:	**Start Date:**	09/01/2017	**End Date:**	08/31/2018

8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).

9) AMOUNT OF FUNDING	**V-CH & CD:** $ 30,535.00
10) PROJECTED	$ 2,700,000.00

Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? **

Yes ☒ No ☐

***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non-project-related HHSC funds.*

11) PROJECT CONTACT PERSON

Name:	Eduardo Olivarez
Phone:	956-383-6221
Fax:	956-383-3229
E-mail:	eddie.olivarez@hchd.org

12) FINANCIAL OFFICER

Name:	Raymundo Eufracio
Phone:	956-318-2511
Fax:	956-318-2577
E-mail:	ray.eufracio@auditor.co.hidalgo.tx.us

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: HHSC Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE		**Check if change** ☐	**14) SIGNATURE OF AUTHORIZED REPRESENTATIVE**
	Name:	Ramon Garcia	Ramon Garcia
	Title:	County Judge	**15) DATE**
	Phone:	956-318-2600	
	Fax:	956-318-2699	3/7/17
	E-mail:	ramon.garcia@co.hidalgo.tx.us	

APPROVED BY COMMISSIONERS' COURT ON: 3/7/17 mrs

FORM H: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: Respondent: Hidalgo County

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Health and Human Services Commission (HHSC) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.

2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.

3. Return 100% of any generated program income to the Title V program that generated the funds.

4. Provide services regardless of client's inability to pay.

5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.

6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.

7. Provide HHSC with access to all data gathered or generated.

8. Agree to share data/information generated by the project, within constraints of confidentiality, with HHSC, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.

9. Grant HHSC rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.

10. Make available for HHSC review, all promotional materials/media to be disseminated in conjunction with this Title V project.

11. Comply with all applicable Title V policies, procedures, and regulations.

12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.

13. Establish orientation and in-service training plan for all project personnel for skills development to include eligibility, billing, and Integrated Business Information System (IBIS) data entry and/or continuing education based on an assessment of training needs.

14. Ensure that Title V medical services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.

15. Ensure that Title V dental services will be performed under the supervision, direction and responsibility of a qualified licensed dentist, and current procedures and Standing Delegation Orders are in place.

16. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.

17. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps online education modules and maintain documentation that the required modules were completed prior to providing checkup services.

Ramon Garcia
Authorized Signature

3/7/17
Date

APPROVED BY
COMMISSIONERS' COURT
ON: 3/7/17

Attachment H – Federal Assurances and Certifications

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

DATE: September 27, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-11-340-051-6-XXX Child Health

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
7-1293-441-11-340-051-6-113	Child Health - Reg F/T Employees	$ 20,077.00
Fringes		
7-1293-441-11-340-051-6-211	Child Health - Health Insurance	$ 4,902.00
7-1293-441-11-340-051-6-212	Child Health - Life Insurance	$ 34.00
7-1293-441-11-340-051-6-220	Child Health - FICA	$ 1,536.00
7-1293-441-11-340-051-6-230	Child Health - Retirement	$ 2,303.00
7-1293-441-11-340-051-6-250	Child Health - Unemployment Comp	$ 121.00
7-1293-441-11-340-051-6-260	Child Health - Workers Comp	$ 189.00
Travel		
Other		
7-1293-441-11-340-051-6-339	Child Health - Other Professional Services	$ 1,373.00
	TOTAL APPROPRIATION	$ 30,535.00
7-1293-331-12-340-051-6-000	Child Health - Grant Revenue	$ 30,535.00
	TOTAL APPROPRIATION	$ 30,535.00

REASON: To appropriate the Child Health program allocation for FY 18

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C(DATE ATTEST CO. CLERK

Child Health FY 18

Salary / Fringes Salary Schedule
09/01/2017 - 08/31/2018
For Budget Purposes Only

			These amounts include a COLA of 3%			Hourly Rate	Work Hours	Work Hours	09/01/17 to 08/31/18			Distribution						Insurance	
Slot #	Position Title	2017 (Includes COLA of 3%)	General Fund Salary	Helth Adm. Program 005	Child Health Salary	Hourly Rate	# of Hours 09/01/17 to 12/31/17	# of Hours 01/01/18 to 08/31/18	Projected Sal 09/01/17 to 12/31/17	Projected Sal 01/01/18 to 08/31/18	Projected Salaries	340-003	%	340-005	%	340-051	%	Health Ins.	Life Ins.
G002	Clerk II	25,708.80	4,112.79	1,596.01	20,000.00	9.62	688	1,400	6,615.38	13,461.54	20,076.92	4,112.79	0.16	1,596.01	0.06	20,076.92	0.78	4,901.05	33.89
							Total Gross Salary - >									**20,076.92**		**4,901.05**	**33.89**
							Health Insurance - ($6,300.00 / yr * % of pay from grant)									**4,901.05**			
							Life Insurance - ($43.56 / Yr / person prorated by % of pay from grant)									**33.89**			
							FICA - (7.65% * Gross Salary)									**1,535.88**			
							Retirement - (11.47% * Gross Salary)									**2,302.82**			
							Unemployment - (.60% * Gross Salary)									**120.46**			
							Worker's Comp - (.94% * Gross Salary)									**188.72**			
																29,159.75			

Notes:

1 There are 2,088 work hours during the grant period of 09/01/2017 through 08/31/2018.
2 Health Insurance is $6,300.00 / yr times the percentage of pay from the grant. ($525.00 * 12 months) (Prorated based on % of grant funded portion)
3 3% COLA budgeted from 01/01/18, pending approval by Commissioner's Court.
4 Fringe rates current as of 06/15/17.

Prepared by:
Health Human Services Dept.
06/16/2017

June 22, 2017 9:40 AM

FW: Request - Certification of Revenue - Child Health FY 18 - $30,535.00

From: Mike Escaname

To: ivan cantu

Cc: debbie tamez

Signature Docum... Hidalgo Co.pdf (28.4 KB) Download | Briefcase | Remove

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Thursday, June 15, 2017 3:16 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Cc: deborah.fischer@auditor.co.hidalgo.tx.us; rene.cavazos@hchd.org
Subject: Request - Certification of Revenue - Child Health FY 18 - $30,535.00

Minerva,

I'd appreciate if you can arrange to have a Certification of Revenue prepared in the amount of $30,535.00.

AI-60313 has been created for June 27, 2017 to accept the Child Health FY 18 grant contract.

Let me know if you have any questions.

Thanks,

Mike Escaname
Chief Financial Officer
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JUN 22 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	06/21/2017	**CURRENT POSITION TITLE:**	Clerk II
DEPARTMENT NAME:	Health & Human Services. –	**CURRENT SLOT NO.:**	G002
DEPARTMENT NO.:	340-051 Child Health Services Grant	**REQUESTED POSITION TITLE:**	

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Reduction Budgeted salary

SALARY REQUEST:	$ 20,967.00	$ 19,417.00	-$ 1,550.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:			$ 0.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

TOTAL BUDGETARY IMPACT: -$ 1,550.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other Reduction in this funding source for this slot.

POSITION TYPE: ☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ (Annual Salary / 2080 hrs per year = Hourly Rate) Hourly Rate _____

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Grant award amount effective 09/01/2017 is not enough to cover existing Clerk II slot's pay. Another funding source will be used to make up the reduction in this funding source. (From Fund 1293 Program 052 to Fund 1293 Program 005.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 06/21/2017
Department of Human Resources	Date 6/22/2017
Department of Budget & Management	Date

HR Form: 032 *2/9/2017*

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JUN 22 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

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DATE: 06/21/2017
DEPARTMENT NAME: Health & Human Services
DEPARTMENT NO.: 340-051 Child Health Services Grant
CURRENT POSITION TITLE: Clerk II
CURRENT SLOT NO.: G002
REQUESTED POSITION TITLE:

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Reduction Budgeted Salary

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SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: -$ 1,550.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:
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☐ Salary Adjustment ☑ Other Reduction in this funding source for this slot.

POSITION TYPE: ☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ (Annual Salary / 2080 hrs per year = Hourly Rate) Hourly Rate _____

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Department Head	Date 06/21/2017
Department of Human Resources	Date 6/22/2017
Department of Budget & Management	Date 6/26/17

HR Form: 032 *2/9/2017*

COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

June 23, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioner's court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Health and Human Services Commission (THHSC). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$30,535.00	Award No. 2016-003931-02 CHS/TV-CHILDHLTH CHS-TitleV-Child Health Services

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/26/17
Date

THE COUNTY OF HIDALGO TX

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

AI-60313 **Health & Human Services Dept.** **23. C.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Title V Child Health & Dental grant contract #2016-003931-02 in the amount of $30,535.00 for the period of 09/01/2017 to 08/31/2018.
2. Requesting approval for County Judge to sign the Title V Child Health & Dental grant contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $30,535.00.
4. Requesting approval of the budget appropriation in the amount of $30,535.00.

BACKGROUND

03/07/17 - AI-58680 - Approval to submit grant renewal application for FY 18.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-11-340-051-6-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Grant period is 09/01/2017 to 08/31/2018.
No local match required.

Attachments

Grant Contract
DUA
Grant Contract Attachments
Budget Appropriation
Salary Projection
Cert. of Rev. Request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/16/2017 02:09 PM
Ivan Cantu	Ivan Cantu	06/22/2017 10:10 AM
Ivan Cantu	Ivan Cantu	06/22/2017 10:11 AM

Final Approval

Form Started By: Mike Escaname Started On: 06/14/2017 02:47 PM

Minerva Diaz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Thursday, June 15, 2017 3:16 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Cc: deborah.fischer@auditor.co.hidalgo.tx.us; rene.cavazos@hchd.org
Subject: Request - Certification of Revenue - Child Health FY 18 - $30,535.00
Attachments: Signature Document - FY18 Title V CHD - Hidalgo Co.pdf

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Let me know if you have any questions.

Thanks,

Mike Escaname
Chief Financial Officer
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

DATE: September 27, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-11-340-051-6-XXX Child Health

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Child Health FY 18

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09/01/2017 - 08/31/2018
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Health Human Services Dept.
06/16/2017

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From: Mike Escaname

To: ivan cantu

Cc: debbie tamez

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Chief Financial Officer
Hidalgo County Health & Human Services Department
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Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 2016-003931-02 UNDER THE
TITLE V CHILD HEALTH AND DENTAL GRANT PROGRAM

I. PURPOSE

The Health and Human Services Commission ("Department") and **Hidalgo County Health and Human Services Department** ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for Title V Child Health and Dental (TVCHD) services (the "Contract").

This Contract is the fourth (4th) and final renewal of Grantee's contract issued under Department of State Health Services ("DSHS") Request for Proposals #CHS/TV-0554.1, issued March 21, 2013 (the "RFP"). Due to administrative changes resulting from Senate Bill 200, 84th Legislature (requiring consolidation of the Health and Human Services System), all functions associated with this Contract have been transferred from DSHS to System Agency pursuant to Texas Government Code, Section 531.0201.

This Contract restates the scope of work and substance of the RFP's resulting contract, subject to System Agency's terms and conditions.

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Title V of the Social Security Act (1935) and Texas Health and Safety Code, Chapter 1001.

III. DURATION

The Contract is effective on **September 1, 2017** or upon the execution of this Contract, whichever is later, and terminates on **August 31, 2018**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract.

IV. BUDGET

The total amount of this Contract will not exceed **THIRTY THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS ($30,535.00)** in federal funds for Fiscal Year (FY) 2018 (September 1, 2017 through August 31, 2018). Grantee shall be reimbursed on a fee-for-service basis using established reimbursement rates in accordance with the Title V Policy Manual - Appendix H, as amended.

V. Notice to Proceed

Grantee may not begin Work or incur any expenses prior to the date on the System Agency's Notice to Proceed (NTP). This Notice to Proceed may include an Amended or Ratified Budget which will be incorporated into this Contract by a subsequent Amendment, if amended. Any work performed prior to the date on the NTP shall be at Contractor's sole risk.

VI. Reporting Requirements

Grantee shall submit monthly, quarterly, and annual programmatic reports and/or financial vouchers/reports as required in **Attachment A--Statement of Work** and the Title V Policy Manual. Other data and/or reports deemed necessary by System Agency may be required, upon reasonable notice to Grantee.

VII. Contract Representatives

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Health and Human Services Commission
4900 North Lamar Blvd.
Austin, Texas, 78751
Attention: Michael Bourda, Contract Manager

Contractor
Hidalgo County Health and Human Services Department
1304 S. 25th Ave.
Edinburg, TX 78542
Attention: Ramon Garcia, County Judge

VIII. Legal Notices

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
HHSC
Charles Smith
Executive Commissioner
Health and Human Services Commission
PO Box 13247
Austin, Texas 78711-3247

With Required Copy to:
Karen Ray
Chief Counsel
P.O. Box 13247
Austin, Texas 78711-3247
Fax: (512) 424-6586

Grantee
Hidalgo County Health and Human Services Department
1304 S. 25th Ave.
Edinburg, TX 78542
Attention: Ramon Garcia, County Judge

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT 2016-003931-02

SYSTEM AGENCY	**GRANTEE**
Lindsay Rodgers	Ramon Garcia
Deputy Associate Commissioner	County Judge
Date of execution:_____	Date of execution:_____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 2016-003931-02 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A -- STATEMENT OF WORK
ATTACHMENT B – UNIFORM TERMS AND CONDITIONS
ATTACHMENT C – SPECIAL CONDITIONS
ATTACHMENT D – DATA USE AGREEMENT
ATTACHMENT E – SYSTEM AGENCY SOLICITATION NO. RFP NO. CHS/TV 0554.1
ATTACHMENT F - GRANTEE'S RESPONSE TO SOLICITATION NO. CHS/TV 0554.1
ATTACHMENT G - GRANTEE'S FY 2018 RENEWAL APPLICATION
ATTACHMENT H - FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENTS FOLLOW

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency Health and Human Services Commission ("HHS") and Hidalgo County Health and Human Services Department ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 2016-003931-02, in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. *45 CFR 164.504(e)(1)-(3)* This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 ***Obligations of CONTRACTOR***

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing

access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the

HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. ***Breach or Event Notification to HHS. 45 CFR 164.400-414***

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: ***For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 ***Ownership of Confidential Information***

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 ***HHS Commitment and Obligations***

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 ***HHS Right to Inspection***

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 ***Term; Termination of DUA; Survival***

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 ***Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurancewith policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims. .

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 ***Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default,

misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 ***Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 ***Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES	CONTRACTOR
BY: _____	BY: _____
NAME:	NAME:
TITLE: _____	TITLE: _____
DATE: _____ ,201 .	DATE: _____ ,201

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____ (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		**SUBCONTRACTOR**	
BY:	_____	**BY:**	_____
NAME:	_____	**NAME:**	_____
TITLE:	_____	**TITLE:**	_____
DATE	_____, 201 .	**DATE:**	_____

Attachment A – Statement of Work

ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Provide or assure the provision of child health and/or child dental services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management and appropriate referrals, as necessary. Grantee shall provide services in accordance with **Attachment G--Grantee's FY 2018 Renewal Application.** Grantee shall have an established referral relationship with a qualified provider for each approved service which it does not provide.

B. As applicable, participate in the System Agency-selected data and billing web-based system (Integrated Business Information System (IBIS) to collect and process child health and child dental data, financial billings, and reports when it goes live. Grantee agrees to submit data and billing within thirty (30) days of services, according to the business requirements of the web-based system and as specified in the current System Agency Policies and Procedures Manual for Title V Maternal and Child Health Fee-for-Service for Child Health, Dental and Prenatal.

C. Provide services in accordance with this Contract and the following documents which are incorporated herein by reference and made a part of this Contract:

1. Attachment E--System Agency Solicitation No. CHS/TV 0554.1;
2. Attachment G--Grantee's FY 2018 Renewal Application;
3. Attachment F--Grantee's Response to Solicitation No. CHS/TV 0554.1;
4. Current Policies and Procedures Manual for Title V Maternal and Child Health Fee for Services for Child Health, Dental, and Prenatal;
5. Current System Agency Standards for Public Health Clinic Services;
6. System Agency Core Tool On-Site Evaluation Report, revised for 2017, and Core Tool Monitoring Instructions, FY2017; or latest revision; and
7. System Agency Title V Maternal and Child On-site Evaluation Report, revised for 2017, and Title V Tool Monitoring Instructions, FY2017; or latest revision.

D. Provide services only to eligible individuals. To be eligible for Title V Child Health Services, an individual must be:

1. An infant not more than eleven (11) months of age;
2. A child or adolescent one (1) through twenty-one (21) years of age;
3. A Texas resident;
4. In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level; and
5. Ineligible for other programs/benefits providing the same services.

Children and adolescents, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be

determined on an annual basis, and at other times as necessary, based upon change in income.

Grantee will screen all individuals considered for Title V eligibility and determine eligibility using a System Agency or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised

E. Notify the System Agency Primary and Specialty Health Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

F. Comply with the following guidelines regarding co-pays, as applicable. Grantee may assess a co-pay from clients who receive services under this Contract. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

G. Make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

H. Allow System Agency to conduct on-site quality assurance reviews as deemed necessary by System Agency. Unsatisfactory review findings may result in implementation of contract actions up to and including termination of the Contract.

I. Comply with all applicable federal and state laws, rules, regulations, standards and guidelines, as amended, including but not limited to Title V of the Social Security Act, 42 USC § 701, et seq.

II. PERFORMANCE MEASURES

A. The following performance measures will be used to assess, in part, Grantee's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of this Contract:

1. Grantee shall provide child health services to at least **376** unduplicated clients at an average cost per client of **$81.00.**
2. Grantee shall screen 100% of individuals considered for Title V eligibility with System Agency-approved screening process, and refer to other programs and funding sources as appropriate.

B. Performance of Grantee, including compliance with System Agency Program procedures, policies and guidance, contractual conditions, attainment of performance

measures, maintenance of adequate staff, and submission of required data and narrative reports, if applicable, will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of System Agency.

III. BILLING INSTRUCTIONS

A. Grantee shall bill System Agency on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a System Agency Monthly Reimbursement Request and shall not refer to or identify individual clients. Grantee shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within forty five (45) days of the end of the Contract term.

B. In billing System Agency, Grantee shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. System Agency will pay Grantee for all acceptable vouchers submitted up to Grantee's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

C. Grantee shall request payment using the Purchase Voucher Form 4116 which coincides with the appropriate Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each Purchase Voucher Form 4116 and MRR, Grantee shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

    1. Title V Maternal-Child Services Report (Child Health & Dental) – (Form EF21-12005); and
    2. Monthly Aggregate Activity Report (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by System Agency unless accompanied by a complete corresponding aggregate report.

D. Grantee shall email Purchase Vouchers, MRRs, and supporting documentation to the Health & Developmental Services (H&DS) at WHSFinance@hhsc.state.tx.us. Purchase Vouchers and MRRs shall be submitted each month for actual expenditures of the program, even if there are zero monthly expenditures or the contract limit has been reached.

E. Grantee shall request payment from System Agency as directed by the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal whether via voucher or a web-based system.

F. When the web-based system goes live, Title V client data shall be entered into IBIS no

later than thirty (30) days of each service provided. From the data entered, requests for reimbursement will be generated as one of the automated functions of the IBIS system. Title V services that have met business rules will be marked approved to pay and submitted electronically to System Agency for processing through the State Comptroller. Paid claims will be deposited into the Grantee's direct deposit account.

G. Grantee has forty-five (45) days from August 31, 2018 to enter data into IBIS system for services provided September 1, 2017 to August 31, 2018. Grantee will not be reimbursed for services entered into IBIS after the 45 day deadline.

H. Grantee shall submit a "Financial Reconciliation Report" (Form GC-10) no later than sixty (60) days after the end of the Contract term. This report must be signed and marked "Final" and shall be scanned and emailed to H&DS at the email address listed above.

I. System Agency shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. System Agency will monitor Grantee's billing activity. If utilization is below that projected in Grantee's budget, shown in the Signature Document, Grantee's ceiling may be subject to a decrease for the remainder of the Contract period. Grantee may be subject to contract ceiling amount decreases if Grantee's billing activity is less than projected.

J. System Agency may pay for additional services as specified in this Contract if provided by Grantee during the term of this Contract (but not otherwise paid during the term of this Contract if it is in the best interest of the State and the System Agency Program to do so, and if funds are available. If Grantee exceeds the ceiling amount of this Contract, Grantee shall continue to bill System Agency for the services provided. System Agency may pay for these additional services if funds become available at a later date.

K. Grantee shall accept reimbursement or payment from System Agency and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Grantee shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

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Attachment B – Uniform Terms and Conditions

HHSC Uniform Terms and Conditions Version 2.14
Published and Effective: March 1, 2017
Responsible Office: Chief Counsel

TEXAS
Health and Human Services

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.14

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means the work product(s) required to be submitted to the System Agency including all reports and project documentation.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any. May also be referred to as "Contractor" in certain attachments.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations

that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation or "RFA"" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" or "Application" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by HHSC Single Audit Services to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

4.03 Submission of Audit

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the System Agency as directed in this Contract and another copy to: single_audit_report@hhsc.state.tx.us

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning

the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that 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's Office (SAO), or any successor agency, 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 SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;

b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required

under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. **WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in

writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject

matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and

7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313

TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Attachment C – Special Conditions

TEXAS
Health and Human Services

Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Grantee Uniform Terms and Conditions – Version 2.14

Article I. SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Grantee Agents" means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Item of Noncompliance" means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

"Confidential System Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in aData Use Agreement.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Software" means all operating system and applications software used or created by Grantee to perform the work under the Contract.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

"UTC" means HHSC's Uniform Terms and Conditions –Grantee- Version 2.14

Article II. GRANTEES PERSONNEL

Section 2.01 Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

Section 2.02 Conduct and Removal

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

Article III. CONFIDENTIALITY

Section 3.01 Confidential System Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, GRANTEE WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM GRANTEE OR GRANTEE AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. GRANTEE WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

Article IV. Miscellaneous Provisions

Section 4.01 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in the UTC. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

Section 4.02 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

Section 4.03 Flow Down Provisions

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

Article V. DSHS LEGACY PROVISIONS

Section 5.01 Notice of Criminal Activity and Disciplinary Actions

(a) Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has:

Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or

Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

(b) Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

Section 5.02 Notice of IRS or TWC Insolvency

Grantee shall notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within five days of the date of becoming aware of such.

Section 5.03 Disaster Services

In the event of a local, state, or federal emergency, including natural, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Community evacuation;
b. Health and medical assistance;
c. Assessment of health and medical needs;
d. Health surveillance;
e. Medical care personnel;
f. Health and medical equipment and supplies;
g. Patient evacuation;
h. In-hospital care and hospital facility status;
i. Food, drug and medical device safety;
j. worker health and safety;
k. Mental health and substance abuse;

l. Public health information;
m. Vector control and veterinary services; and
n. Victim identification and mortuary services.

Section 5.04 Consent by Non-Parent or Other State Law to Medical Care of a Minor

Unless a federal law applies, before a Grantee or its subcontractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

Section 5.05 Services and Information for Persons with Limited English Proficiency

a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

Section 5.06 Third Party Payors

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Grantee shall:

a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
g. Provide third party billing functions at no cost to the client.

Section 5.07 HIV/AIDS Model Workplace Guidelines

Grantee shall implement System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm, State Agencies and State Grantees Policy No. 090.021.

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

Section 5.08 Medical Records Retention

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

Section 5.09 Notice of a License Action

Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the license action; and
d. License or case reference number.

Section 5.10 Interim Extension Amendment

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

    1. Continue provision of services in response to a disaster declared by the governor; or
    2. To ensure that services are provided to clients without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

Section 5.11 Child Abuse Reporting Requirement

a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
b. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.

c. Grantee shall use the System Agency's Child Abuse Reporting Form located at www.System Agency.state.tx.us/childabusereporting as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

Section 5.12 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
c) Applying to all employees and visitors in this designated area; and
d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

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Attachment D – Date Use Agreement

Attachment E - System Agency Solicitation No. RFP No. CHS/TV 0554.1



Title V Fee for Services Contracts

Child Health & Child Dental
Prenatal Medical & Prenatal Dental
Fiscal Year 2014

Request for Proposal

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: **CHS/TV-0554.1**

Issued ***March 21, 2013***
Due ***May 1, 2013***

Class/Item: 948-48

Client Services Contracting Unit (CSCU)

David L. Lakey, M.D. Commissioner

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Section I

PROPOSAL INFORMATION CONTENT AND PREPARATION

Title V Fee for Services Contracts
Child Health & Child Dental
Prenatal Medical & Prenatal Dental
Request for Proposal
Fiscal Year 2014

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: CHS/TV-0554.1
Issued: ***March 21, 2013***
Due: ***May 1, 2013***

PROPOSAL INFORMATION

I. INTRODUCTION AND DEFINITIONS

The Department of State Health Services (DSHS), Family and Community Health Services Division, Community Health Services Section and Office of Title V and Family Health, announce the expected availability of State Fiscal Year (FY) 2014 Title V funding to provide child health, child dental, prenatal medical, prenatal dental, and case management services to eligible individuals. This RFP is not limited to this source of funding if other sources become available for this project.

Title V Child Health Services

Title V Child Health Services include preventive and primary child health care from birth through the 21st year.

Title V Child Dental Services

Title V Child Dental Services include preventive and primary dental care for children and adolescents from birth through the 21st year.

Title V Prenatal Medical Services

Title V Prenatal Medical Services include direct health care services to pregnant women of all ages. Title V Prenatal Medical Services include screening and eligibility determination, direct clinical services, laboratory services, Title V Children and Pregnant Women (CPW) case management, coordination with the CHIP Perinatal Program, and appropriate referrals as necessary.

Title V Prenatal Dental Services up to Three Months Post-partum

Title V Prenatal Dental Services include preventive and primary dental care to pregnant women of all ages through three months post-partum.

This RFP contains the requirements that all respondents must meet to be considered for contracts under this RFP. Failure to comply with these requirements will result in disqualification of the respondent without further consideration. Each respondent is solely responsible for the preparation and submission of a proposal in accordance with instructions contained in this RFP.

Before completing the proposal, refer to the relevant program standards provided in **SECTION II. PROGRAM INFORMATION**. Other sections within the RFP may contain additional instructions pertaining to unique program requirements set forth in legislation or regulations, etc.

PLEASE READ ALL MATERIALS BEFORE PREPARING THE PROPOSAL.

The RFP has been structured to minimize the duplication of forms for respondents who may choose to request funding for more than one of the Title V-funded services included in this RFP. The RFP contains three (3) sections:

- **Section I** – provides general information on the funded services as well as guidelines for the RFP response content and preparation.
- **Section II** – contains instructions and the blank forms to be submitted. Section II is divided into three (3) attachments.
    - Attachment A – **ALL respondents are required to complete the forms in this Attachment.** If respondent is requesting funding for more than one Title V service, complete Attachment A only one (1) time.
    - Attachment B – respondents must complete the forms in this Attachment if requesting Title V Child Health and/or Dental Services funding.
    - Attachment C – respondents must complete the forms in this Attachment if requesting Title V Prenatal Medical and/or Dental Services funding.
- **Section III** – Appendices

To be considered for funding for one or more of the Title V-funded services included in this RFP, respondents must complete all forms in Attachment A and all forms in the respective Attachment(s) associated with the Title V service(s) for which the respondent intends to apply.

Definitions

Appendix – Additional information and/or forms that is available in the back of this solicitation document.

Budget – A financial schedule documented in the contract that describes how funds will be utilized and/or describes the basis for reimbursement for the provision of contracted services. Types of budget may include: categorical (line item), fee for service, or lump sum payable upon receipt of a product or deliverable.

Budget Period – The duration of the budget (stated in the number of months the contract will reflect from begin date to end date of the term of the contract). Each renewal will have its own budget period.

Client Services Contracting Unit (CSCU) – The DSHS central contracting unit that coordinates and facilitates client services procurement needs, issues competitive procurements, and develops and executes contracts.

Contract – A written document referring to promises or agreement for which the law establishes enforceable duties and remedies between a minimum of two parties.

Contract Term – The period of time during which the contract will be effective from begin date to end or renewal date. The contract term may or may not be the same as the budget period.

Debarment – An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in 34 Texas Administrative Code, §20.105 et seq.

Deliverables – Goods or services contracted for delivery or performance.

Due Date – Established deadline for submission of a document or deliverable.

Effective Date – The date the contract term begins.

Fee-For-Service – Payment mechanism for services that are reimbursed on an agreed rate per unit of service. Title V services are reimbursed on a fee-for-service basis based on a prescribed set of Current Procedural Terminology (CPT) codes, and/or a prescribed set of Current Dental Terminology (CDT) codes, and reimbursement rates.

Fully Executed – Contract is signed by each of the parties and forms a legal binding contractual relationship. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

Indirect Costs – Indirect costs are those costs incurred for a common or joint purpose benefiting more than one project or cost objective of respondent's organization and not readily identified with a particular project or cost objective. Typical examples of indirect costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

Program – A coordinated group of activities carried out by DSHS, as authorized by state or federal law, for a specific purpose.

Program Attachment – An attachment to a base contract that provides details for a particular statement of work to be performed under the contract. There may be multiple program attachments associated with a base contract. A program attachment is typically for a one-year term, with a contracting cycle made up of several one-year program attachment renewals.

Project – All work to be performed as a result of this solicitation.

Project Period – The anticipated duration of the entire project stated in total number of budget periods.

Respondent – Entity or individual that submits a proposal in response to this RFP.

Scope of Work – A description of the services and/or goods, if any, to be obtained as a result of this solicitation for a project period.

Statement of Work – A statement defines outcomes and specific services a contractor is expected to perform, indicating the type, level and quality of service, as well as the time schedule required.

Solicitation – The process of notifying prospective contractors of an opportunity to provide goods or services to the state, e.g., this RFP.

Special Provisions – Exceptions and additions to the General Provisions for a funded program activity; these are usually customized for the program's requirements and contain items specific to the program attachment.

Subcontractor – An entity that enters into a contract to perform a portion of the work described in the statement of work with the entity contracting with DSHS as a result of this solicitation. The contractor remains entirely responsible to DSHS for performance of all requirements of the contract with DSHS. Contractor must closely monitor the subcontractor's performance. Subcontracting may be done only when expressly allowed in the program attachment.

Subrecipient – A type of contractor or subcontractor to which a subaward is made in the form of money, or property in lieu of money, to carry out all or part of the DSHS program and that is accountable to DSHS for the use of the funds and property provided. This type of contractor may also be referred to as a subgrantee.

A subrecipient contractor will have most of the following characteristics: a) determines who is eligible to receive what assistance, according to specified criteria; b) has performance measured against federal or state program objectives, as described in the program attachment; c) has responsibility for programmatic decision-making, and d) carries out duties to implement all or part of a program, as specified.

Supplant (verb) – To replace or substitute for another. That is, a recipient of contract funds under this RFP may not use the funds to pay any costs that the recipient is already obligated to pay. If a contractor, prior to applying for a contract under this RFP, had committed to provide funding for activities defined in the contract's statement of work (i.e., as represented in the RFP Budget Summary), then the contractor must provide the amount of funding previously committed in addition to the amount requested under this RFP.

Unit Rate - Payment mechanism for services that are reimbursed on an agreed rate per unit of service. Title V services are reimbursed on a fee-for-service basis based on a prescribed set of Current Procedural Terminology (CPT) codes, and/or a prescribed set of Current Dental Terminology (CDT) codes, and reimbursement rates.

Vendor – A type of contractor or subcontractor that provides services, and goods, if any, that assist in but are not the primary means of carrying out the DSHS-funded Program. Under a vendor contract, the vendor will have few if any administrative requirements. (For example, a vendor might only be required to submit a summary report of services delivered and an invoice.) A vendor generally will deliver services to DSHS-funded clients in the same manner that a vendor would deliver those services to its non-DSHS-funded clients.

Vendor Identification Number (Vendor ID No.) – Fourteen-digit number needed for any entity to contract with the State of Texas and which must be set up with the State Comptroller's Office. It consists of a ten-digit Vendor ID No. (IRS number, state agency number, or social security number) + check digit + 3 digit mail code.

Work Plan – A plan that describes how services will be delivered to the eligible population and includes specifics such as what types of clients will be served, who will be responsible for the work, timelines for completion of activities, and how services will be evaluated when complete. Details from the work plan, as approved by DSHS, will become enforceable terms of the contract.

Program Definitions

Children Health Insurance Program (CHIP) – A child health insurance program for non-Medicaid eligible children with a family income up to 200% Federal Poverty Level (FPL).

CHIP Perinatal Program – A health insurance program that provides perinatal care to unborn children of non-Medicaid eligible women with an income up to 200% FPL.

Federal Poverty Level (FPL) - The set minimum amount of income that a family needs for food, clothing, transportation, shelter and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to family size. The number is adjusted for inflation and reported annually in the form of poverty guidelines. Public assistance programs, such as Medicaid, define eligibility income limits as some percentage of FPL.

Medicaid – Title XIX of the Social Security Act; reimburses for health care services delivered to low-income clients who meet eligibility guidelines.

Priority Population – Low income, uninsured or underinsured women and children.

Readiness – Respondent has the specified attributes to support a given service, the ability to meet program and contractual requirements, and the capacity to achieve service levels based on awarded funds.

Texas Medicaid Healthcare Partnership (TMHP) – The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.

Title V Children and Pregnant Women provider – Helps by finding out what families need, making a plan to meet those needs, and helping clients gain access to needed medical, social, educational, and other services.

A. Eligible Respondents

Eligible respondents include governmental entities (health departments, hospital districts, university medical centers, and other state agencies, etc.), Federally Qualified Health Centers, rural health clinics, and other community-based agencies that can meet the requirements described in this RFP. Any respondent proposing to provide Title V-funded services **must** be a Medicaid provider or provide evidence with its response that a Medicaid application has been submitted to obtain a Texas Provider Identifier (TPI) number. The Medicaid number provided MUST be for the organization itself, and not for individual providers associated with the organization. Contractors must have a current, active TPI number no later than September 1, 2013 for the awarded contract to be executed. **A respondent that is not already a Medicaid provider and cannot**

provide proof that a Medicaid application has been submitted will NOT be considered for funding.

Eligible respondents must comply with the screening criteria listed below for the proposal to be accepted for review:

1. Respondent must be established as an appropriate legal entity under state statutes as described in the paragraph above and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the RFP.

2. Respondent must have a Texas address. A post office box may be used when the proposal is submitted, but the respondent must conduct business at a physical location in Texas prior to the date that the contract is awarded.

3. Respondent must be in good standing with the U.S. Internal Revenue Service.

4. Respondent is ineligible to apply for funds under this RFP if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs.

5. Respondent may be ineligible for contract award if audit reports or financial statements submitted with the proposal identify concerns regarding the future viability of the contractor, material noncompliance, or material weaknesses that are not satisfactorily addressed, as determined by DSHS.

6. Respondent's staff members, including the executive director, must not serve as voting members on respondent's governing board.

7. In compliance with Comptroller of Public Accounts and Texas Procurement and Support Services rules, a name search will be conducted using the websites listed in this section prior to the development of a contract.

   A respondent is not considered eligible to contract with DSHS, regardless of the funding source, if a name match is found on any of the following lists:

   a) The General Services Administration's (GSA) System for Award Management (SAM) for parties excluded from receiving federal contracts, certain subcontracts and from certain types of federal financial and non-financial assistance and benefits. https://www.sam.gov/portal/public/SAM
   b) The Office of Inspector General (OIG) List of Excluded Individuals/Entities Search– State – https://oig.hhsc.state.tx.us/Exclusions/search.aspx; and
   c) Texas Comptroller of Public Accounts (CPA) Debarment List located at http://www.window.state.tx.us/procurement/prog/vendor_performance/ debarred/. If this web link does not open, copy and paste to your internet browser window.

8. Respondents **must be** listed on the following list if they are Professional Corporations, Professional Associations, Texas Corporations, and/or Texas Limited Partnership Companies. Secretary of State (SOS) at https://direct.sos.state.tx.us/acct/acct-login.asp.

Except as expressly provided in A2 above, respondent is not considered eligible to apply unless the respondent meets the eligibility conditions to the stated criteria listed above at the time the proposal is submitted. Respondent must continue to meet these conditions throughout the selection and funding process. DSHS expressly reserves the right to review and analyze the documentation submitted and to request additional documentation, and determine the respondent's eligibility to compete for the contract award.

B. Respondent Readiness

Definition

Acceptable readiness is defined as the potential contractor's having the ability to meet program and contractual requirements, the capacity to achieve service levels based on awarded funds, and the following attributes to support a given service:

- Administrative and Board support for the service;
- Physical infrastructure;
- Clinical infrastructure;
- Demonstrable experience in providing similar services; and
- Financial stability.

Purpose

To ensure that respondents have the required readiness elements in place to allow the provision of services should a contract be awarded. Respondents will be evaluated and scored on the readiness criteria outlined below. DSHS reserves the right to perform on-site and/or desk reviews for respondents scoring low on any portion of the readiness component of this RFP. If DSHS determines that the respondent is not sufficiently ready to perform, then DSHS reserves the right not to enter into a contract with the respondent.

Administrative and Board Support

Respondents must demonstrate adequate administrative and board support through descriptions of their organizations, and by submitting current organization charts (Form A-10: Respondent Background). The chart must include the appropriate oversight structure (e.g., Board, City Council, County Commissioners, etc.), CEO, CFO, Medical and/or Dental Director, and a staffing structure that will support service provision. The description must include:

- An executive summary describing the organization's vision, mission, and values statements, along with a description of how the board of directors is involved in the operations of the organization (Form A-10: Respondent Background);

- A detailed description of the organizational structure, management systems, and lines of authority that are appropriate and adequate for the size and scope of the organization (Form A-10: Respondent Background);
- Table of Contents from organization's operating policies and procedures (Form B-2 and C-2: Service Delivery Plan);
- Resumes/Curriculum Vitaes for the CEO, CFO, Medical Director (including State of Texas Medical License Number) and/or Dental Director (including State of Texas Dental License Number), and Clinical/Program Director (Form A-10: Respondent Background);
- Employee job descriptions (Form A-10: Respondent Background);
- Medicaid billing number for the organization, or application for Medicaid billing number. (Form A-1: Face Page);
- Timeline for annual independent financial audit (Form A-3: Administrative Information);
- Description of the organization's outreach plan (e.g., media releases, outreach strategies for marketing organization to community) for the funded services (Form B-2 and C-2: Service Delivery Plan); and
- Agency's quality assurance process (Form B-2 and C-2: Service Delivery Plan).

Physical Infrastructure

Respondents must have an adequate physical infrastructure to support the provision of services. At a minimum, respondents must have the following physical infrastructure in place:

- Space for clinical and administrative staff (Form A-8: Respondent Site Readiness),
- Data and financial management systems, including secure confidential data storage (Form B-2 and C-2: Service Delivery Plan),
- Computer systems with the following minimum functionality (Form A-8: Respondent Site Readiness [first two bullets]
  - Internet Browser – minimum Internet Explorer (IE) 8; recommend IE 9 or newer
  - Microsoft Office – minimum 2007 Office Suite; recommend Office 2010 Suite
  - Email Client
- Appropriate signage to identify funded entity (Form A-8: Respondent Site Readiness).

Clinical Infrastructure

Respondents must have a clinical infrastructure appropriate to support the provision of services. At a minimum, respondents must have the following in place:

- Handicap-accessible clinic site(s) that is/are geographically close to the target population (Form A-8: Respondent Site Readiness);
- Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait (Form A-8: Respondent Site Readiness);

- Locked storage for charts, records, medications, and medical supplies (Form A-8: Respondent Site Readiness);
- Proper disposal for medical waste (Form A-8: Respondent Site Readiness),
- Clinicians who are licensed by the State of Texas to provide the type of services for which funding is requested (Form A-10: Respondent Background);
- Medical Director licensed to practice medicine in Texas and/or Dental Director licensed to practice dentistry in Texas (Form A-10: Respondent Background).
- Eligibility and billing staff who are trained or will be trained in requirements for funded services (Form B-2 and C-2: Service Delivery Plan);
- Staff to manage clinic operations (Form A-10: Respondent Background),
- Clinicians that have Medicaid numbers and can bill for services (Form A-10: Respondent Background);
- Current written protocols and Standing Delegation Orders (Form A-9: Title V Fee for Service Program Assurances);
- CLIA certification appropriate for the level of tests performed (Form A-8: Respondent Site Readiness); and

Demonstrable Experience in Providing Similar Services (Form B-2 and C-2: Service Delivery Plan)

Respondents must describe their plans for service delivery to the population in the proposed service area(s). Respondents must explain why the organization believes it has the capacity to achieve the service levels indicated in the proposal. Respondents must include what services will be subcontracted and discuss any cooperative agreements with community partners.

C. Contract Term

It is expected that the initial contract period will begin on or about 09/01/2013, and will be made for a 12-month budget period.

This contract may be renewed up to four (4) additional one-year period(s), with renewal initiated at the sole discretion of DSHS. Continued funding of the contract in future years is contingent upon the availability of funds and the satisfactory performance of the contractor during the prior contract period. Funding may vary and is subject to change each renewal period.

Contracts awarded under this RFP and any anticipated contract renewals are contingent upon the continued availability of funding. DSHS reserves the right to alter, amend, or withdraw this RFP at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human services agency consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article in the contract General Provisions will apply.

D. Use of Funds

In Fiscal Year 2014, $9 million is expected to be available for the Title V services outlined in this RFP. The breakdown of the funding by program type and by region follows:

Program	Funding Available
Title V Child Health Services	$3,500,000
Title V Child Dental Services	$3,500,000
Title V Prenatal Medical Services	$1,500,000
Title V Prenatal Dental Services	$500,000

FY 2013 Regional Allocation				
Region	Title V Child Health	Title V Child Dental	Title V Prenatal Medical	Title V Prenatal Dental
1	$105,000	$105,000	$45,000	$15,000
2/3	$1,015,000	$1,015,000	$435,000	$145,000
4/5N	$280,000	$280,000	$120,000	$40,000
6/5S	$840,000	$840,000	$360,000	$120,000
7	$420,000	$420,000	$180,000	$60,000
8	$350,000	$350,000	$150,000	$50,000
9/10	$210,000	$210,000	$90,000	$30,000
11	$280,000	$280,000	$120,000	$40,000

RFP respondents may ask for funds up to the regional amount available in the region(s) proposed to be served.

DSHS reserves the right to modify regional allocations if it is in the best interest of the State to do so.

Title V funds will be awarded to provide services to persons on an individual basis as follows:

- Title V Child Health Services: screening and eligibility determination, direct clinical services, laboratory services, Title V CPW case management services for infants, and appropriate referrals as necessary.
- Title V Child Dental Services: screening and eligibility determination, direct dental services, and appropriate referrals as necessary.
- Title V Prenatal Medical Services: screening and eligibility determination, direct clinical services, laboratory services, Title V CPW case management, coordination with the CHIP Perinatal Program and appropriate referrals as necessary.
- Title V Prenatal Dental Services: screening and eligibility determination, direct dental services, and appropriate referrals as necessary.

Only specified allowable services are reimbursed through established rates (see FORMS B-4, B-5, C-4 and C-5).

Funds are awarded for the purpose specifically defined in this RFP and must not be used for any other purpose. Funds must not be used to supplant local, state, or federal funds.

Contractors must ensure that all funds awarded are utilized for child health and dental and prenatal medical and dental services. To prevent underutilization of funds, DSHS reserves the right to process amendments to reduce contract amounts for re-allocation if it is determined that the contractor cannot reasonably utilize all funds initially awarded.

Reimbursement for Title V Services

Information concerning FY2014 Title V fee for services reimbursement rates can be found at: http://www.dshs.state.tx.us/chscontracts/default.shtm

E. Schedule of Events

1.	Issue the RFP by posting to the Electronic State Business Daily (ESBD)	03/21/2013
2.	Deadline for Submitting Questions	04/03/2013
3.	Post Answers to Questions to the ESBD	04/10/2013
4.	Deadline for Submission of Proposals	05/01/2013
5.	Post Final Awards to the ESBD	08/31/2013
6.	Mail/Email Contract(s) to Awarded Respondent(s) for Signature	08/01/2013
7.	Anticipated Contract Begin Date	09/01/2013

DSHS reserves the right to change the dates shown above without notice.

II. PROGRAM INFORMATION

A. Program Background

Through Title V of the Social Security Act (SSA) of 1935, the federal government pledged to support state efforts to ensure the health of all mothers and children. In 1981, the Maternal and Child Health Services (MCH) Block Grant was created under Title V to further improve the health of mothers, women of childbearing age, infants, children, adolescents, and children with special health care needs (CSHCN). In Texas, the MCH Title V Block Grant is administered by the Department of State Health Services (DSHS). Title V funding is used to address the following areas, including, but not limited to:

- Significantly reducing infant mortality;
- Providing comprehensive care for women before, during, and after pregnancy and childbirth;
- Providing preventive and primary care services for infants, children, and adolescents; and
- Providing comprehensive care for CSHCN.

Systems of care are designed to be family-centered, comprehensive, coordinated and community-based.

The MCH Title V Block Grant requires states to match funding with general revenue at a level equal to at least the amount that had been dedicated to MCH programs in Federal Fiscal Year 1989. This requirement is referred to as the state's "maintenance of effort."

B. Legal Authority

DSHS is authorized to enter into contracts through Texas Health and Safety Code, Chapter 1001.

Federal: Title V of the Social Security Act (1935)

Within Texas, the MCH Title V Block Grant operates within a framework articulated by the Texas Legislature, the Health and Human Services Commission, and DSHS. The state health department, now known as DSHS, has administered Title V programs since the 1930s.

C. Program Requirements

Contractors shall be required to provide documentation that their registered nurses who perform child health exams following the Texas Health Steps periodicity schedule have completed the online Texas Health Steps module entitled "Overview of Best Practices and Children's Services" within 90 days of contract execution. As staff attrition occurs, new direct care staff are required to complete the module within 90 days of hire. This module is located at: http://txhealthsteps.com/. Free Continuing Education (CE) credits are available for the completion of this and other Texas Health Steps modules.

Contractors and their subcontractors shall:

- Identify, define, and prioritize specific interventions addressing the specific health care needs of the community;
- Ensure ongoing community involvement in the planning, implementation, and evaluation of the program;
- Ensure involvement of representatives of the cultural, racial, ethnic, gender, economic, and linguistic diversities within the community;
- Provide adequate automation systems to ensure direct communication with DSHS;
- Show evidence of new hire and annual periodic orientation of all staff to Title V concepts, and revisions as applicable to their job descriptions;
- Notify DSHS of any issues, concerns, or questions regarding Title V services;
- Establish and implement eligibility, clinical, reporting, and billing systems for Title V;
- Work with other local, state, and federal entities in the community to develop a network of complementary services;
- Screen all participants with an approved screening process and refer to other programs/funding sources as appropriate. Failure to adequately screen is deemed as unsatisfactory performance and may result in defunding;
- Screen for identification of mental health, substance abuse and family violence issues;
- Develop and maintain a referral system with effective follow-up;
- Develop a working relationship with other programs to ease the referral process for clients;
- Comply with eligibility, clinical, reporting, and billing mandates outlined in the policy and procedure manual; and
- Work in collaboration with DSHS to improve performance deemed unsatisfactory.

D. Scope of Work

Title V Child Health Services

Title V Child Health Services include preventive and primary child health care for children and adolescents from birth through the 21st year. Additionally, case management services are provided to children from birth to one year through Title V Children and Pregnant Women (Title V CPW) case management. Title V Child Health Services include screening and eligibility determination, direct clinical services, laboratory services, and appropriate referrals as necessary. Eligible clients must have a gross family income at or below 185% of the adopted Federal Poverty Level (FPL), must be Texas residents, and must not be eligible for Medicaid, Children's Health Insurance Program (CHIP), or other programs/benefits providing the same services.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Child Health Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title Office of Title V and Family Health is offering limited dental services supporting the oral health goals of Healthy People 2020 Oral Health and the Office of Women's Oral Health.

Laboratory Services

Selected laboratory services are available through Title V Child Health Services. Contractors will send the laboratory tests to the lab of providers' choice. Newborn screening test, mandated by law, will be the only test required to be sent to the Austin DSHS laboratory. Contractors are required to follow the guidelines included in the "Laboratory Services Chapter" of the DSHS Policies and Procedures Manual for the Title V Child Health and Dental Fee for Service and the Title V Prenatal Fee for Service. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title V Child Dental Services

Healthy People 2020 oral health goals include:

1. OH-1 Reduce the proportion of children and adolescents who have dental caries experience in their primary or permanent teeth
    1. OH-1.1 Reduce the proportion of young children aged 3-5 years with dental caries experience in their primary teeth
2. OH-2 Reduce the proportion of children and adolescents with untreated dental decay
    1. OH-2.1 Reduce the proportion of young children aged 3-5 years with untreated dental decay in their primary teeth
3. OH-7 Increase the proportion of children, adolescents, and adults who used the oral health system in the past 12 months

Title V Child Dental Services include preventive and primary dental care for children and adolescents from birth through the 21st year. Title V Child Dental Services include screening and eligibility determination, direct dental services, and appropriate referrals

as necessary. Eligible clients must have a gross family income at or below 185% of the adopted Federal Poverty Level (FPL), must be Texas residents, and must not be eligible for Medicaid, Children's Health Insurance Program (CHIP), or other programs/benefits providing the same services.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Child Dental Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title V Prenatal Medical Services

Title V Prenatal Medical Services include direct health care services to pregnant women of all ages. Title V Prenatal Medical Services includes screening and eligibility determination, direct clinical services, laboratory services, Title V CPW case management, and appropriate referrals as necessary. Eligible clients must have a gross family income at or below 185% of the adopted FPL, must be Texas residents, and must not be eligible for Medicaid, CHIP Perinatal, or other programs/benefits providing the same services.

Title V Prenatal Medical and the CHIP Perinatal Program will run concurrently. A maximum of two clinical prenatal care visits will be allowed for women who are in the process of applying for and enrolling in the CHIP Perinatal Program. Providers will be required to inform, encourage, and assist pregnant women in the CHIP Perinatal Program application process.

Title V Prenatal Medical Contractors shall be enrolled as CHIP Perinatal providers. Contractors currently not enrolled as a CHIP Perinatal provider, must have a mechanism in place for prenatal care benefits to be coordinated with existing CHIP Perinatal providers in the areas served.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Prenatal Medical Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

As a compliment to Title V Child Health and Prenatal Medical Services, Title V CPW case management services are available to assist certain high risk clients to access medical, social, educational, and other types of critical services. A Title V client is eligible for these services if he/she is:

- a woman of any age with a high-risk pregnancy;
- a child, birth through one year of age, with a health condition and/or health risk,
- in need of services to prevent illness(es) or medical condition(s), to maintain function, or slow further deterioration; and
- desires case management.

Title V CPW case management services are based on the Medicaid Children and Pregnant Women model. In order to provide and bill for Title V CPW services, providers must be Medicaid CPW providers, must have registered and completed the DSHS CPW training, and must have a CPW case manager on staff. Information about the required training is available online at http://www.dshs.state.tx.us/caseman/default.shtm.

Laboratory Services

Selected laboratory services are available through Title V Prenatal Medical Services. Contractors will send the laboratory tests to the lab of providers' choice. Newborn screening test, mandated by law, will be the only test required to be sent to the Austin DSHS laboratory. Contractors are required to follow the guidelines included in the "Laboratory Services Chapter" of the DSHS Policies and Procedures Manual for the Title V Child Health and Dental Fee for Service and the Title V Prenatal Fee for Service. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Title V Prenatal Dental Services

Healthy People 2020 Oral Health Goals goals:

1. OH-3.1 Reduce the proportion of adults aged 35-44 years with untreated dental decay
2. OH-4.1 Reduce the proportion of adults aged 45-64 who have ever had a permanent tooth extracted because of dental caries or periodontitis (gum disease)
3. OH-7 Increase the proportion of children, adolescents, and adults who used the oral health system in the past 12 months
4. OH-10 Increase the proportion of local health departments and Federally Qualified Health Centers (FQHCs) that have an oral health component
5. OH-14 Increase the proportion of adults who receive preventive interventions in dental offices

    OH-14.1 Increase the proportion of adults who received information from a dentist or dental hygienist focusing on reducing tobacco use or smoking cessation in the past year

    1. OH-14.2 Increase the proportion of adults who received an oral and pharyngeal cancer screening from a dentist or dental hygienist in the past year
    2. OH-14.3 Increase the proportion of adults who are tested or referred for glycemic control from a dentist or dental hygienist in the past year

Office of Women's Oral Health Goals is to encourage prenatal and emphasis on the importance of oral health for the health of the baby. This can be supported and realized through preventive and primary dental care of the pregnant woman with the following goals:

1. Decrease the transmission of decay causing bacteria from the mother to the infant

2. Decrease the inflammatory mediators associated with gum (periodontal) disease (periodontitis) that are the same inflammatory mediators found in diabetes, cardiovascular disease, and arthritis and impact the ability to effectively treat these conditions during pregnancy and post-partum
3. Reduce the bacterial load within the pregnant woman's mouth
4. Restore the pregnant woman's mouth to function to allow adequate nutritional intake to support healthy development of the fetus and infant

Title V Prenatal Dental Services include dental services to pregnant women of all ages up to three months post-partum. Title V Prenatal Dental Services includes screening and eligibility determination, dental services, and appropriate referrals as necessary. Eligible clients must have a gross family income at or below 185% of the adopted FPL, must be Texas residents, and must not be eligible for other programs/benefits providing the same services.

Title V Prenatal Dental and the CHIP Perinatal Program and Medicaid for prenatal services will run concurrently. During the first dental visit, providers will ensure that the woman is or will receive prenatal services via Medicaid, CHIP Perinatal, or Title V. Post-partum dental services may continue up to three months following the delivery.

Contractors are reimbursed on a fee for service basis using established reimbursement rates. Specific requirements related to the provision of Title V Prenatal Dental Services are found in the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal. The manual may be found online at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm.

Contractors are required to conduct project activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to nondiscrimination requirements can be found on the Health and Human Services Commission (HHSC) Civil Rights Office website at: http://www.hhs.state.tx.us/aboutHHS/CivilRights.shtml.

Upon request, a contractor must provide the HHSC Civil Rights Office with copies of all the contractor's civil rights policies and procedures. Contractors must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than 10 calendar days after receipt of the complaint. Notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, TX 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free (877) 432-7232
Fax: (512) 438-5885

A contractor must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the contractor's programs, benefits or activities on the basis of national origin and must take reasonable steps to provide services and information both orally and in writing. Contractors must communicate in languages other

than English in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Contractors must comply with Executive Order 13279 and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Contractors are required to conduct project activities in accordance with the most recent *DSHS Standards for Public Health Clinic Services* and the DSHS Policies and Procedures Manual for the Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal located at: http://www.dshs.state.tx.us/mch/fee/pandp.shtm. Contractors may obtain a copy of the most recent *DSHS Standards for Public Health Clinic Services* which is posted on the DSHS website at: http://www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.pdf.

DSHS reserves the right to modify the Statement of Work of the contract and to incorporate Special Provisions into contracts awarded under this RFP.

The Department of State Health Services (DSHS) Title V Fee-for-Service program is developing a new online eligibility and claims payment system. The ultimate goal of this new electronic system is to enhance and improve the quality of work shared between your organization and DSHS, allow quicker payments, allow faster and more efficient communication, as well as increased accuracy in review and approval of client service support. DSHS anticipates that the new system will be operational on or around September 1, 2014.

Respondents to this RFP will be required to use the new DSHS screening, billing and reporting system to bill for services. Until the system is operational, contractors will bill using a Microsoft Excel monthly voucher.

III. PROCUREMENT REQUIREMENTS

A. RFP Point of Contact

For purposes of **submitting questions** concerning this RFP, the only contact is ***Blanca Flores*** unless otherwise delegated by the Client Services Contracting Unit (CSCU) Director. All communications concerning this RFP must be submitted by e-mail (preferred), mail, hand-delivery, or fax to:

Mailing Address for Regular Mail:
Blanca Flores
Ref: RFP# CHS/TV-0554.1
Client Services Contracting Unit MC 1886
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347

Physical
Ref: **Address for Overnight Mail or hand-delivery:**
Blanca Flores
RFP# CHS/TV-0554.1
Client Services Contracting Unit MC 1886
Department of State Health Services
1100 W. 49th Street, Room T-502
Austin, Texas 78756

Phone and Fax Numbers:
512/776-7470 phone
512776- 7351 fax

CSCU Contact Email: *blanca.flores@dshs.state.tx.us*

Employees and representatives of DSHS other than Blanca Flores are not permitted to answer questions or otherwise discuss the contents of the RFP with any respondents or potential respondents or their representatives. Failure to observe this restriction may result in disqualification of this or other subsequent proposals. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this RFP.

Written inquiries or questions about this RFP must be received no later than the date specified in Section I.E. Schedule of Events by **12:00 p.m. noon *Central Daylight Saving Time (CDST).*** Questions submitted after this date and time will not be answered. Questions will not be answered verbally. Questions must be submitted by e-mail (preferred), mail, hand-delivery, or fax to the addresses or numbers above.

All questions and answers will be posted on the *Electronic State Business Daily* (ESBD) website at: *http://esbd.cpa.state.tx.us*. Postings may be made as questions are answered; however, all questions will be answered and posted no later than 5:00 P.M. ***CDST*** on the date specified in Section I E. Schedule of Events.

It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a bid. The Respondent's failure to periodically check the ESBD will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

Below are steps to navigate the ESBD website to view all documents posted related to this RFP including questions and answers. If you know the Agency Requisition number, skip to 1. c.

1. On the ESBD page, under the Browse heading:
    a. For the Agency Field, click Name then select Department of State Health Services from the pull down menu.
    b. For the Search Type Field, select Search Bid/Procurement Opportunities from the pull down menu.
    c. In the Agency Requisition Number field, type "CHS/TV-0554.1".
    d. Leave the NIGP Class – Item Number field blank.
    e. For the Order Results By field, select your preference from the pull down menu.
    f. Click the GO button.
2. All documents that are posted for this RFP will be displayed with a description of each document.
3. Click on the appropriate document or bid package to see the file.

CSCU is the point of contact with regard to all procurement and contractual matters relating to the services described herein prior to the award of any contract(s) as a result of this RFP. CSCU is the only office authorized to clarify, modify, amend, alter, or withdraw the project requirements, terms, and conditions of this RFP.

B. Proposal Due Date

The proposal must be received on or before **2:00 P.M. CDST** on the date specified in Section I.E. Schedule of Events.

C. Submission

The original proposal, six (6) additional hard copies, and one (1) electronic copy on a compact disc must be submitted on or before the due date to the RFP Point of Contact at the address specified in Section I, Part III. A. RFP Point of Contact. DSHS will not accept proposals by fax or e-mail. The original proposal and all copies (hard and electronic) must include any additional documents or appendices that make up the response.

If a proposal is sent by overnight mail or hand-delivered to the DSHS address above, the respondent should request a receipt at the time of delivery to verify the proposal was received on or before the proposal due date and time. **Hand-delivered proposals must be delivered to the room number identified in Section I, Part III. A. RFP Point of Contact.**

If a proposal is mailed, it is considered as meeting the deadline if it is mailed/delivered to the correct address as reflected in Section I, Part III. A. RFP Point of Contact and received by DSHS on or before the due date and time.

Respondents sending proposals by the United States Postal Service or commercial delivery services must ensure the carrier will be able to guarantee delivery of the proposal by the due date and time. DSHS may make exceptions only for natural disasters or catastrophes in the affected area as determined by DSHS. The respondent must submit to the RFP contact proper documentation that reflects the above exceptions before DSHS can consider the proposal as having been received by the deadline. It is the respondent's responsibility to ensure timely delivery of the proposal as required by this RFP.

Proposals that do not meet the above criteria will not be eligible for competition.

IV. PROPOSAL SCREENING AND EVALUATION

Proposals will be reviewed according to the criteria below. To maximize fairness for all proposals during review, DSHS staff may only confirm receipt of a proposal and are not permitted to discuss the proposal or its review during the review process. All proposals remain with DSHS and will not be returned to the respondent.

A. Screening Process

Proposals are initially screened for eligibility and completeness. The required preliminary screening or eligibility criteria include:

1. Proposal received on or before the proposal due date and time.
2. The original proposal bears an original signature of the authorized official of the respondent organization on Form A-1. Face Page.
3. Historically Underutilized Business (HUB) subcontracting plan that meets HUB requirements is included. **Note to All Respondents: Texas law provides that a proposal submitted in response to this RFP that does not contain a HUB subcontracting plan is non-responsive, in accordance with Texas Government Code § 2161.252.**
4. Form A-3: Administrative Information will be used in the initial screening process. This information may be used to exclude a proposal from review at the sole discretion of DSHS.
5. Respondent may not submit more than one proposal in response to this RFP.

In conducting the screening process, DSHS at its sole discretion may give respondents an opportunity to submit missing information or correct identified areas of noncompliance within a specified period of time. In such an instance, if no new information is received by the stated deadline, the proposal will be screened as is or may be disqualified from the evaluation process. Information submitted after the deadline will not be part of the evaluation.

DSHS reserves the right to waive irregularities that DSHS in its sole discretion determines to be minor. If such irregularities are waived, similar irregularities in all proposals will be waived.

B. Evaluation Process

Proposals that successfully pass the initial screening will be evaluated by an evaluation team consisting of DSHS staff, using the standard evaluation criteria and scoring values as outlined below.

Successful respondents shall achieve a score of at least 64 points for Title V Child Health & Child Dental Services and 64 points for Title V Prenatal Medical and Prenatal Dental Services. Proposals with a score less than indicated above may not be considered. Not all respondents who are deemed eligible to receive funds are assured of receiving an award.

In the event an item of noncompliance appears in a significant number of proposals, suggesting a possible lack of clarity in the RFP, DSHS at its sole discretion may give all respondents an opportunity to correct the identified areas of noncompliance within a specified period of time. In such an instance, if no new information is received by the stated deadline, the proposal will be evaluated as is. Information submitted after the deadline will not be part of the evaluation.

C. Evaluation Criteria

The proposal sections will be weighted as follows:

Form	Proposal Components	Title V Child Health & Dental Services Points	Title V Prenatal Medical & Dental Services Points
	Readiness Criteria		
A-8	Respondent Site Readiness	15	15
A-10	Respondent Background	12	12
B-2. C-	Service Delivery	5	5

2	Plan		
	Scoring Criteria		
A-11	Assessment Narrative	20	20
B-2, C-2	Service Delivery Plan	40	40
	Total Possible Points per Program	92	92
	Minimum Number of Points to be Funded	64	64

DSHS reserves the right to perform on-site and/or desk reviews for respondents scoring low on any portion of the readiness component of this RFP. If DSHS determines that the respondent is not sufficiently ready to perform, then DSHS reserves the right not to enter into a contract with the respondent.

D. Selection, Negotiation, and Award

Proposals will be reviewed according to the criteria described in this RFP. Funding award decisions will be based on:

- available funds,
- respondent scores,
- respondent readiness,
- an allocation methodology based on regional data that considers total population figures and the health and/or socioeconomic disparity of the populations to be served, as relevant to the proposed Statement of Work,
- demonstration by the respondent of the ability to provide services to a population in need as described in the Assessment Narrative (Form A-11) and the Service Delivery Plan (Form B-2 and Form C-2),
- the best interest of the State in providing services, and access to services under this RFP, and
- is at the sole discretion of DSHS. RFP respondents may ask for funds up to the amount available in each of the region(s) proposed to be served. Not all respondents who are deemed eligible to receive funds are assured of receiving an award.

The final funding amount and the provisions of the contract will be determined at the sole discretion of DSHS staff.

Any exceptions to the requirements, terms, conditions, or certifications in the RFP or attachments, addendums, or revisions to the RFP or General Provisions, sought by the respondent must be specifically detailed in writing by the respondent on Form A-4: Exception Form in this proposal and submitted to DSHS for consideration. DSHS will accept or reject each proposed exception. DSHS will not consider exceptions submitted separately from the respondent's proposal or at a later date.

DSHS will enter into negotiations with one or more of the top scorers in each region. Respondents selected for contract negotiations will be contacted by DSHS staff to negotiate the proposed funding amounts, request revisions necessary to the budget and any other forms, and to confirm readiness. Respondents will have a set amount of time in which to make revisions and return revised documents to DSHS, in order to be considered for an award. Respondents failing to meet prescribed deadlines will not be awarded a contract. If negotiations and needed revisions are acceptable to DSHS, DSHS at its sole discretion may enter into contract(s) with respondent(s).

CSCU will post to the ESBD a list of respondents whose proposals are selected for ***final*** award ***after successful negotiations***. This posting does not constitute DSHS's agreement with all the terms of any respondent's proposal and does not bind DSHS to enter into a contract with any respondent whose proposal is posted.

V. DSHS ADMINISTRATIVE INFORMATION

A. Rejection of Proposals

1. DSHS reserves the right to reject any or all proposals and is not liable for any costs incurred by the respondent in the development or submission of the proposal.
2. Any attempt by an employee, officer, or agent of the respondent to influence the outcome of DSHS's review through contact with any Commissioner or staff member of DSHS or other Texas health and human services agency will result in rejection of the proposal.
3. Any material misrepresentation in proposals submitted to DSHS will result in rejection of the proposal.
4. Form A-3: Administrative Information. Information supplied on this form will be used in the screening, evaluation, and/or rejection of any proposal.
5. Proposals may be rejected for failure to meet screening criteria or respondent eligibility criteria.

B. Right to Amend or Withdraw RFP

DSHS reserves the right to alter, amend, or modify any provisions of this RFP or to withdraw this RFP at any time prior to the execution of a contract if it is in the best interest of DSHS and the State of Texas. The decision of DSHS is administratively final. Amendment or withdrawal of the RFP will be posted to the ESBD.

C. Authority to Bind DSHS

For the purposes of this RFP, the Commissioner of DSHS, Assistant Commissioner, Chief Financial Officer or Chief Operating Officer, CSCU Director, or the employee designated through the commissioner's directive relating to line of authority (CD-2005.02) to act in place of one of those employees, is granted the signature responsibility of that employee and are the only individuals who may legally commit DSHS to the expenditure of public funds under the contract. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

D. Financial and Administrative Requirements

General Provisions

1. All contractors under this RFP must comply with the *DSHS General Provisions* posted on the ESBD with this RFP. The General Provisions are also located at: http://www.dshs.state.tx.us/grants/gen-prov.shtm.

   Respondent is not required to return the General Provisions or DSHS Assurances and Certifications with their proposal. By signing the Form A-1: Face Page, respondent is agreeing to abide by the referenced general provisions and DSHS Assurances and Certifications.

2. All contractors must comply with the cost principles, audit requirements, and administrative requirements.

Additional requirements on basic accounting and financial management systems are found in *DSHS Contractor Financial Procedures Manual.* Copies of the procedures manual are available online at http://www.dshs.state.tx.us/contracts/docs/cfpm.doc. *OMB Circulars* may be found at: http://www.whitehouse.gov/omb/circulars/.

All DSHS contractors are required to maintain a financial management system that will identify the receipt and expenditure of funds separately for each DSHS contract and/or program attachment and will record expenditures by the budget cost categories in the approved budget for a cost reimbursement program attachment. This requires establishing within the chart of accounts and general ledger,a separate set of accounts for each program attachment. In order to ensure the fiscal integrity of accounting records, the contractor must utilize an accounting system that does not permit overwrite or erasure of transactions posted to the general ledger.

Additional requirements on basic accounting and financial management systems are found in DSHS General Provisions, Allowable Costs and Audit Requirements and the DSHS Contractor Financial Procedures Manual. Copies of the procedures manual are available online at http://www.dshs.state.tx.us/contracts/cfpm.shtm. OMB Circulars may be found at http//www.whitehouse.gov/omb/circulars. Internet links to laws and regulations applicable to the financial and administrative requirements of grants and sub grants are provided below.

Circulars (CFRs):http://www.whitehouse.gov/omb/grants/grants_circulars.html

Federal agency common rules: http://www.whitehouse.gov/omb/grants/chart.html

Code of Federal Regulations: http://www.access.gpo.gov/nara/cfr/cfr-table-search.html

Uniform Grant Management Standards:
http://governor.state.tx.us/files/state-grants/UGMS062004.doc

Federal Department of Health and Human Services, Grants Policy Statement: http://www.hhs.gov/grantsnet/adminis/gpd/

E. Contracting with Subcontractors and/or Vendors

The selected contractor may enter into contracts with subrecipient subcontractors or procurement contracts with vendors on a limited basis with the funds provided by this RFP. Subcontracts may be used to augment contractor's capacity to perform Title V prenatal services.

Contracts with subrecipients or procurement contracts with vendors must be in writing. These contracts are subject to the requirements of the primary contract and shall comply with the requirements specified in the Contracts with Subrecipients and Contracts for Procurement articles in the General Provisions for Department of State Health Services Grant Contracts. The contract general

provisions are available online at http://www.dshs.state.tx.us/grants/docs.shtm.

If a respondent plans to enter into a contract in which a subrecipient or vendor will receive a substantial portion of the scope of the project, i.e., $25,000 or 25 percent of the respondent's funding request, whichever is greater, the respondent shall submit justification to DSHS and receive prior written approval from DSHS before entering into the contract.

F. DSHS Historically Utilized Business Participation

In accordance with Texas Government Code **§2161.252**, a proposal that does not contain a HUB Subcontracting Plan (HSP) Attachment ____ is non-responsive and will be rejected without further evaluation. In addition, if DSHS determines that the HSP was not developed in good faith, it will reject the proposal for failing to comply with material RFP specifications.

1. Introduction

DSHS is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. DSHS has adopted administrative rules relating to HUBs, and a Policy on the Utilization of HUBs, which is located on DSHS's website.

Pursuant to Texas Government Code §2161.181 and §2161.182, and DSHS's HUB policy and rules, DSHS is required to make a good faith effort to increase HUB participation in its contracts. DSHS may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

2. DSHS's Administrative Rules

DSHS has adopted the CPA's HUB rules as its own. DSHS's rules are located in Title 25, Part 1, Chapter 1, Subchapter N of the Texas Administrative Code, and the CPA rules are located in Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between DSHS's administrative rules and this RFP, the rules shall take priority.

3. Statewide Annual HUB Utilization Goal

The CPA has established statewide HUB participation goals for different categories of contracts in 34 T.A.C. §20.13. In order to meet or exceed the HUB participation goals, DSHS encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.

This contract is classified as an ___Other Services___ _____ contract under

the CPA rule, and therefore has a HUB Annual Procurement Utilization Goal of __24.6_%_ per fiscal year.

4. Required HUB Subcontracting Plan

In accordance with Government Code, Chapter 2161, Subchapter F, each state agency that considers entering into a contract with an expected value of $100,000 or more over the life of the contract (including any renewals) shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

In accordance with 34 T.A.C. §20.14(a) (1) (C) of the HUB Rules. State agencies may determine that subcontracting is probable for only a subset of the work expected to be performed or the funds to be expended under the contract. If an agency determines that subcontracting is probable on only a portion of a contract, it shall document its reasons in writing for the procurement file.

DSHS has determined that subcontracting opportunities are probable for this RFP. As a result, the respondent must submit an HSP with its proposal. The HSP is required whether a respondent intends to subcontract or not.

In the HSP, a respondent must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt a respondent from completing the HSP requirement.

DSHS shall review the documentation submitted by the respondent to determine if a good faith effort has been made in accordance with solicitation and HSP requirements. During the good faith effort evaluation, DSHS may, at its discretion allow revisions necessary to clarify and enhance information submitted in the original HSP.

If DSHS determines that the respondent's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

5. CPA Centralized Master Bidders List

Respondents may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, DSHS has identified the following class and item codes for potential subcontracting opportunities:

NIGP Class/Item Code: 948-48

Respondents are not required to use, nor limited to using, the class and item codes

identified above, and may identify other areas for subcontracting.

DSHS does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so respondents are encouraged to refer to the CMBL often to find the most current listing of HUBs.

6. HUB Subcontracting Procedures – If a Respondent Intends to Subcontract

A HSP must demonstrate that the respondent made a good faith effort to comply with DSHS's HUB policies and procedures. The following subparts outline the items that DSHS will review in determining whether an HSP meets the good faith effort standard. A respondent that intends to subcontract must complete the HSP to document its good faith efforts.

For step-by-step audio/video instructions on how to complete the HSP, you may also visit the CPA's website at:
http://www.cpa.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/.

6.1 Identify Subcontracting Areas and Divide Them into Reasonable Lots

A respondent should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

6.2 Notify Potential HUB Subcontractors

The HSP must demonstrate that the respondent made a good faith effort to subcontract with HUBs. The respondent's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

6.2.1. Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The respondent must determine which portions of work, including goods and services, will be subcontracted.

6.2.2. Use the appropriate method(s) to demonstrate good faith effort. The respondent can use either method(s) 1, 2, 3, or 4:

6.3 Method 1: Respondent Intends to Subcontract with only HUBs:

The respondent must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or,

6.4 Method 2: Respondent Intends to Subcontract with HUB Protégé(s):
The respondent must identify in the HSP the HUB protégé'(s) that will be utilized andshould:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to DSHS; and
- Identify areas of the HSP that will be performed by the protégé

DSHS will accept a Mentor Protégé Agreement that has been entered into by a respondent (Mentor) and a certified HUB (protégé) in accordance with Texas Government Code §2161.065. When a respondent proposes to subcontract with a protégé(s), it does not need to provide notice to 3 HUB vendors for that subcontracted area.
Participation in the Mentor Protégé Program, along with submission of a protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé, or,

6.5 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):
The respondent must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized; and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this solicitation. When utilizing this method, only HUB subcontractors that has existing contracts with the respondent for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this solicitation, respondents may also use non-HUB subcontractors; or,

6.6 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The respondent must identify in the HSP and submit documentation regarding both of the following requirements:

- written notification to minority or women trade organizations or development centers to assist in identifying potential HUBs of the subcontracting opportunities the respondent intends to subcontract.

  Respondents must give minority or women trade organizations or development centers at least seven (7) working days prior to submission of the respondent's response for dissemination of the subcontracting opportunities to their members. A list of minority and women trade organizations is located on DSHS's website under the Minority and Women Organization link.

- written notification to at least three (3) HUB businesses of the subcontracting opportunities that the respondent intends to subcontract. The written notice must

be sent to potential HUB subcontractors prior to submitting proposals and must include:

- a description of the scope of work to be subcontracted;
- information regarding the location to review project plans or specifications;
- information about bonding and insurance requirements;
- required qualifications and other contract requirements; and
- a description of how the subcontractor can contact the respondent.

Respondents must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the respondent's response unless circumstances require a different time period, which is determined by the agency and documented in the contract file;

Respondents must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Respondents may rely on the services of contractor groups; local, state and federal business assistance offices; and other organizations that provide assistance in identifying qualified applicants for the HUB program.

Written Justification of the Selection Process

DSHS will make a determination if a good faith effort was made by the respondent in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the respondent's good faith efforts in developing and submission of the HSP. DSHS may require the respondent to submit additional documentation explaining how the respondent made a good faith effort in accordance with the solicitation.

A respondent must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the respondent negotiated in good faith with qualified HUB bidders, and did not reject qualified HUBs who were the best value responsive bidders.

6.7 Method 4: Respondent Does Not Intend to Subcontract

When the respondent plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The respondent must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the respondent must identify the sections of the proposal that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The respondent must agree to comply with the following if requested by DSHS:

- provide evidence of sufficient respondent staffing to meet the RFP requirements;
- provide monthly payroll records showing the respondent staff fully dedicated to the contract;
- allow DSHS to conduct an on site review of company headquarters or work site where services are to be performed and,
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

7.Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful respondent(s).

After contract award, DSHS will coordinate a post-award meeting with the successful respondent to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP, and must submit monthly subcontract reports to DSHS by completing the HUB "Prime Contractor Progress Assessment Report." This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

DSHS's UTCs outline the procedures for changing the HSP, as well as the HSP compliance and reporting requirements. All changes to the approved HSP require prior DSHS approval. In general, if the contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4.6 of this RFP (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, or participate in the Mentor Protégé Program).

For this reason, DSHS encourages respondents to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the respondent plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow DSHS to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract, and will be subject to remedial actions. DSHS may also report noncompliance to the CPA in accordance with the CPA's Rules, §20.105 (relating to Debarment) and §20.106 (relating to Procedures for Investigations and Debarment).

G. Contract Information

DSHS will monitor contractor's expenditures. A contractor's budget may be subject to a decrease for the remainder of the budget period if expenditure percentages are below the amount projected and determined by DSHS. DSHS reserves the right to adjust the funding allocation to contractors pursuant to the terms of the contract.

H. Contract Award Protest Policy

Respondents who feel aggrieved in connection with a contract award based on this RFP must submit a written protest according to 25 TAC, §4.1 – Contract Protest, which is located at:
http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=4&rl=1

The protest should be mailed or faxed to:

Contract Oversight and Support Section
Attention: Protest Coordinator
MAILCODE 1326
P.O. Box 149347
Austin, TX 78714-9347
Fax: 512/458-7202

CONTENT AND PREPARATION

VI. PROPOSAL CONTENT

A. Instructions for Preparation

The proposal should be developed and submitted in accordance with the instructions outlined in this section. The proposal should meet the following stylistic requirements:

- All pages clearly and consecutively numbered;
- Original and six (6) additional hard copies unbound but secured with binder clips or rubber bands;
- An electronic disc copy must be included in addition to the original and the six (6) hard copies
- Typed (computer or typewriter);
- No less than single-spaced;
- No less than 12-point Arial or Times New Roman font on 8 1/2" x 11" paper with 1" margins for text; 10-point font for forms;
- Black print on white paper;
- Blank forms provided in **SECTION II. BLANK FORMS AND INSTRUCTIONS** must be used (electronic reproduction of the forms is acceptable; however, all

forms must be identical to the original form(s) provided); do not change the font used on forms provided;
- Signed in ink by an authorized official (copies must be signed but need not bear an original signature);
- Envelope/package containing the proposal must clearly identify the respondent's legal name and mailing address as reflected on Form A-1: Face Page; and
- Envelope/package containing the proposal must clearly identify the name and number of the RFP as reflected on the cover page of this RFP.

Specific instructions for each required section are provided. Instructions for completing forms are found on each form. Attachments requested (i.e., organization chart, Table of Contents from policy manual, etc.) should be included behind the appropriate form or at the back of the response.

The RFP has been structured to minimize the duplication of forms for respondents who may choose to request funding for more than one of the Title V-funded services included in this RFP. The RFP contains three (3) sections:

- **Section I** – provides general information on the funded services as well as guidelines for the RFP response content and preparation.
- **Section II** – contains instructions and the blank forms to be submitted. Section II is divided into three (3) attachments.
  - Attachment A – **ALL respondents are required to complete the forms in this Attachment**. If respondent is requesting more than one Title V funded service, complete Attachment A only one (1) time.
  - Attachment B – respondents must complete the forms in this Attachment if requesting Title V Child Health & Dental Services funding.
  - Attachment C – respondents must complete the forms in this Attachment if requesting Title V Prenatal Medical & Dental Services funding.
- **Section III** - Appendices

To be considered for funding for one or more of the Title V-funded services included in this RFP, respondents must complete all forms in Attachment A and all forms in the respective Attachment associated with the Title V service(s) for which the respondent intends to apply.

B. Confidential Information

The respondent must clearly designate any portion(s) of this proposal that contains confidential information and state the reasons the information should be designated as such. **Marking the entire proposal as confidential will be neither accepted nor honored.** If any information is marked as confidential in the proposal, DSHS will determine whether the requested information may be excepted from disclosure under the Public Information Act, Texas Government Code, Chapter 552. If it constitutes an exception, and if a request is made by any other entity or individual for the information marked as confidential, the information will be forwarded to the Texas Attorney General along with a request for a ruling on its confidentiality. Respondents are advised to consult with their legal counsel regarding disclosure issues and to take the appropriate precautions to safeguard trade secrets or any other confidential information. Following the award of any contract, proposals to this RFP are subject to release as public

information unless any proposal or specific parts of any proposal can be shown to be mandated as exempt from disclosure under the Public Information Act, Texas Government Code, Chapter 552.

C. Table of Contents

THE PROPOSAL SHOULD INCLUDE A TABLE OF CONTENTS AND BE ORGANIZED IN THE FOLLOWING ORDER, AS APPLICABLE:

Section II – Attachment A: All Respondents to complete only one time

Form A-1. Face Page - Proposal for Financial Assistance

Form A-2. Proposal Table of Contents and Checklist

Form A-3. Administrative Information – attach required information

Form A-4. Exemptions Form

Form A-5. Historically Underutilized Businesses (HUBs)

Form A-6. Child Support Certification

Form A-7. Clinic Site(s)

Form A-8. Respondent Site Readiness

Form A-9. Title V Fee for Service Program Assurances

Form A-10. Respondent Background

Form A-11. Assessment Narrative

Section II – Attachment B: Child Health & Dental Services Respondents

Form B-1. Contact Person Information

Form B-2. Service Delivery Plan

Form B-3. Ceiling Request and Performance Measures

Form B-4. Child Health Services and Reimbursement Rates

Form B-5. Child Dental Services and Reimbursement Rates

Section II – Attachment C: Prenatal Medical & Dental Services Respondents

Form C-1. Contact Person Information

Form C-2. Service Delivery Plan

Form C-3. Ceiling Request and Performance Measures

Form C-4. Prenatal Medical Services and Reimbursement Rates

Form C-5. Prenatal Dental Services and Reimbursement Rates

TEXAS
Department of
State Health Services

Section II

FORMS

Title V Fee for Services Contracts
Child Health & Child Dental
Prenatal Medical & Prenatal Dental

Request for Proposal
Fiscal Year 2014

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: CHS/TV-0554.1
Issued March 21, 2013
Due May 1, 2013

DRAFT

Section II
Attachment A

Common Forms

To Be Completed by ALL Respondents

DRAFT

TEXAS Department of State Health Services

Department of State Health Services

FORM A-1: FACE PAGE

Proposal for Financial Assistance – RFP # CHS/TV-0554.1

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION

1) LEGAL BUSINESS NAME:	
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):	Check if address change ☐
3) PAYEE Name and Mailing Address (if different from above):	Check if address change ☐
4) Federal Tax ID No. (9 digit), State of Texas Comptroller Vendor ID No. (14 digit) or Social Security Number (9 digit): DUNS Number	

**The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.*

5) Medicaid Provider Number:	OR	Date Medicaid Application Submitted & TMHP Ticket #:

6) TYPE OF ENTITY (check all that apply):

☐ City	☐ Nonprofit Organization*	☐ Individual
☐ County	☐ For Profit Organization*	☐ FQHC
☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning
☐ State Agency	☐ Community-Based Organization	☐ Hospital
☐ Indian Tribe	☐ Minority Organization	☐ Private
	☐ Faith Based (Nonprofit Org)	☐ Other (specify):

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD:	Start Date:		End Date:	

8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).

9) AMOUNT OF FUNDING REQUESTED	V-CH & CD: $	
	V-PM & PD $	11) PROJECT CONTACT PERSON
10) PROJECTED EXPENDITURES	$	Name: Phone: Fax: E-mail:
Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? ** Yes ☐ No ☐		12) FINANCIAL OFFICER
		Name: Phone: Fax: E-mail:

***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non project-related DSHS funds.*

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications.** I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE	Check if change ☐	14) SIGNATURE OF AUTHORIZED REPRESENTATIVE
Name: Title: Phone: Fax: E-mail:		15) DATE

FORM A-1: FACE PAGE INSTRUCTIONS

This form provides basic information about the respondent and the proposed project with the Department of State Health Services (DSHS), including the signature of the authorized representative. It is the cover page of the proposal and is required to be completed. Signature affirms the facts contained in the respondent's response are truthful and the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the respondent's proposal.

1. **LEGAL BUSINESS NAME** - Enter the legal name of the respondent.

2. **MAILING ADDRESS INFORMATION** - Enter the respondent's complete physical address and mailing address, city, county, state, and zip code.

3. **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with respondent to receive payment for services rendered by respondent and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the respondent. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4. **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The respondent acknowledges, understands and agrees the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests. **DUNS Number** – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. . This number is required if receiving **ANY** federal funds and can be obtained at: http://fedgov.dnb.com/webform
5. **MEDICAID PROVIDER NUMBER OR DATE MEDICAID APPLICATION SUBMITTED** – Enter the Medicaid provider number used by the organization to bill Medicaid. If the organization does not have a Medicaid number, enter the date an application was submitted to obtain a Medicaid number and TMPH Ticket #.

6. **TYPE OF ENTITY** - The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Check all appropriate boxes that apply.
   - HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (economically disadvantaged) because of their identification as members of certain groups. Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the Comptroller's Texas Procurement and Support Services or another entity.
   - MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   - If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

7. **PROPOSED BUDGET PERIOD** - Enter the budget period for this proposal. Budget period is defined in the RFP.

8. **COUNTIES SERVED BY PROJECT** – Check off counties to be served from the list of Texas counties on Page II-5 (below) and include behind the Face Page per Title V funded service for which you are applying. **Complete Form A-1:B for Title V Child Health & Child Dental Services; Form A-1:C; for Title V Prenatal Medical & Prenatal Dental Services.** Do not write counties on line 8. Do check the counties to be served on the counties list page.
9. **AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from DSHS for each type of funding requested. V-CH & CD (Child Health & Child Dental) amount must match the Grand Total of Form B-3. V-PM & PD (Prenatal Medical & Prenatal Dental) amount must match the Grand Total of Form C-3.
10. **PROJECTED EXPENDITURES** - If respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year, respondent must arrange for a financial compliance audit (Single Audit).

11. **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and e-mail address of the person responsible for the proposed project.

12. **FINANCIAL OFFICER** - Enter the name, phone, fax, and e-mail address of the person responsible for the financial aspects of the proposed project.

13. **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and e-mail address of the person authorized to represent the respondent. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.

14. **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the respondent must sign in this blank.
15. **DATE** - Enter the date the authorized representative signed this form.

FORM A-1: B Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent:

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐ 4/5N	Culberson	☐ 9/10	Hemphill	☐ 01	Mason	☐ 9/10	Scurry	☐ 2/3		
Andrews	☐ 9/10	-D-		Henderson	☐ 4/5N	Matagorda	☐ 6/5S	Shackelford	☐ 2/3		
Angelina	☐ 4/5N	Dallam	☐ 01	Hidalgo	☐ 11	Maverick	☐ 08	Shelby	☐ 4/5N		
Aransas	☐ 11	Dallas	☐ 2/3	Hill	☐ 07	McCulloch	☐ 9/10	Sherman	☐ 01		
Archer	☐ 2/3	Dawson	☐ 9/10	Hockley	☐ 01	McLennan	☐ 07	Smith	☐ 4/5N		
Armstrong	☐ 01	Deaf Smith	☐ 01	Hood	☐ 2/3	McMullen	☐ 11	Somervell	☐ 2/3		
Atascosa	☐ 08	Delta	☐ 4/5N	Hopkins	☐ 4/5N	Medina	☐ 08	Starr	☐ 11		
Austin	☐ 6/5S	Denton	☐ 2/3	Houston	☐ 4/5N	Menard	☐ 9/10	Stephens	☐ 2/3		
-B-		DeWitt	☐ 08	Howard	☐ 9/10	Midland	☐ 9/10	Sterling	☐ 09		
Bailey	☐ 01	Dickens	☐ 01	Hudspeth	☐ 9/10	Milam	☐ 07	Stonewall	☐ 2/3		
Bandera	☐ 08	Dimmit	☐ 08	Hunt	☐ 2/3	Mills	☐ 07	Sutton	☐ 9/10		
Bastrop	☐ 07	Donley	☐ 01	Hutchinson	☐ 01	Mitchell	☐ 2/3	Swisher	☐ 01		
Baylor	☐ 2/3	Duval	☐ 11	-I-		Montague	☐ 2/3	-T-			
Bee	☐ 11	-E-		Irion	☐ 9/10	Montgomery	☐ 6/5S	Tarrant	☐ 2/3		
Bell	☐ 07	Eastland	☐ 2/3	-J-		Moore	☐ 01	Taylor	☐ 2/3		
Bexar	☐ 08	Ector	☐ 9/10	Jack	☐ 2/3	Morris	☐ 4/5N	Terrell	☐ 9/10		
Blanco	☐ 07	Edwards	☐ 08	Jackson	☐ 08	Motley	☐ 01	Terry	☐ 01		
Borden	☐ 9/10	Ellis	☐ 2/3	Jasper	☐ 4/5N	-N-		Throckmorton	☐ 2/3		
Bosque	☐ 07	El Paso	☐ 9/10	Jeff Davis	☐ 9/10	Nacogdoches	☐ 4/5N	Titus	☐ 4/5N		
Bowie	☐ 4/5N	Erath	☐ 2/3	Jefferson	☐ 6/5S	Navarro	☐ 2/3	Tom Green	☐ 9/10		
Brazoria	☐ 6/5S	-F-		Jim Hogg	☐ 11	Newton	☐ 4/5N	Travis	☐ 07		
Brazos	☐ 07	Falls	☐ 07	Jim Wells	☐ 11	Nolan	☐ 2/3	Trinity	☐ 4/5N		
Brewster	☐ 9/10	Fannin	☐ 2/3	Johnson	☐ 2/3	Nueces	☐ 11	Tyler	☐ 4/5N		
Briscoe	☐ 01	Fayette	☐ 07	Jones	☐ 2/3	-O-		-U-			
Brooks	☐ 11	Fisher	☐ 2/3	-K-		Ochiltree	☐ 01	Upshur	☐ 4/5N		
Brown	☐ 2/3	Floyd	☐ 01	Karnes	☐ 08	Oldham	☐ 01	Upton	☐ 9/10		
Burleson	☐ 07	Foard	☐ 2/3	Kaufman	☐ 2/3	Orange	☐ 6/5S	Uvalde	☐ 08		
Burnet	☐ 07	Fort Bend	☐ 6/5S	Kendall	☐ 08	-P-		-V-			
-C-		Franklin	☐ 4/5N	Kenedy	☐ 11	Palo Pinto	☐ 2/3	Val Verde	☐ 08		
Caldwell	☐ 07	Freestone	☐ 07	Kent	☐ 2/3	Panola	☐ 4/5N	Van Zandt	☐ 4/5N		
Calhoun	☐ 08	Frio	☐ 08	Kerr	☐ 08	Parker	☐ 2/3	Victoria	☐ 08		
Callahan	☐ 2/3	-G-		Kimble	☐ 9/10	Parmer	☐ 01	-W-			
Cameron	☐ 11	Gaines	☐ 9/10	King	☐ 01	Pecos	☐ 9/10	Walker	☐ 6/5S		
Camp	☐ 4/5N	Galveston	☐ 6/5S	Kinney	☐ 08	Polk	☐ 4/5N	Waller	☐ 6/5S		
Carson	☐ 01	Garza	☐ 01	Kleberg	☐ 11	Potter	☐ 01	Ward	☐ 9/10		
Cass	☐ 4/5N	Gillespie	☐ 08	Knox	☐ 2/3	Presidio	☐ 9/10	Washington	☐ 07		
Castro	☐ 01	Glasscock	☐ 9/10	-L-		-R-		Webb	☐ 11		
Chambers	☐ 6/5S	Goliad	☐ 08	Lamar	☐ 4/5N	Rains	☐ 4/5N	Wharton	☐ 6/5S		
Cherokee	☐ 4/5N	Gonzales	☐ 08	Lamb	☐ 01	Randall	☐ 01	Wheeler	☐ 01		
Childress	☐ 01	Gray	☐ 01	Lampasas	☐ 07	Reagan	☐ 9/10	Wichita	☐ 2/3		
Clay	☐ 2/3	Grayson	☐ 2/3	La Salle	☐ 08	Real	☐ 08	Wilbarger	☐ 2/3		
Cochran	☐ 01	Gregg	☐ 4/5N	Lavaca	☐ 08	Red River	☐ 4/5N	Willacy	☐ 11		
Coke	☐ 9/10	Grimes	☐ 07	Lee	☐ 07	Reeves	☐ 9/10	Williamson	☐ 07		
Coleman	☐ 2/3	Guadalupe	☐ 08	Leon	☐ 07	Refugio	☐ 11	Wilson	☐ 08		
Collin	☐ 2/3	-H-		Liberty	☐ 6/5S	Roberts	☐ 01	Winkler	☐ 9/10		
Collingsworth	☐ 01	Hale	☐ 01	Limestone	☐ 07	Robertson	☐ 07	Wise	☐ 2/3		
Colorado	☐ 6/5S	Hall	☐ 01	Lipscomb	☐ 01	Rockwall	☐ 2/3	Wood	☐ 4/5N		
Comal	☐ 08	Hamilton	☐ 07	Live Oak	☐ 11	Runnels	☐ 2/3	-Y-			
Comanche	☐ 2/3	Hansford	☐ 01	Llano	☐ 07	Rusk	☐ 4/5N	Yoakum	☐ 01		
Concho	☐ 9/10	Hardeman	☐ 2/3	Loving	☐ 9/10	-S-		Young	☐ 2/3		
Cooke	☐ 2/3	Hardin	☐ 6/5S	Lubbock	☐ 01	Sabine	☐ 4/5N	-Z-			
Coryell	☐ 07	Harris	☐ 6/5S	Lynn	☐ 01	San Augustine	☐ 4/5N	Zapata	☐ 11		
Cottle	☐ 2/3	Harrison	☐ 4/5N	-M-		San Jacinto	☐ 4/5N	Zavala	☐ 08		
Crane	☐ 9/10	Hartley	☐ 01	Madison	☐ 07	San Patricio	☐ 11				
Crockett	☐ 9/10	Haskell	☐ 2/3	Marion	☐ 4/5N	San Saba	☐ 07				

FORM A-1: C Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent:

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐	4/5N	Culberson	☐	9/10	Hemphill	☐	01	Mason	☐	9/10	Scurry	☐	2/3	
Andrews	☐	9/10	**-D-**			Henderson	☐	4/5N	Matagorda	☐	6/5S	Shackelford	☐	2/3	
Angelina	☐	4/5N	Dallam	☐	01	Hidalgo	☐	11	Maverick	☐	08	Shelby	☐	4/5N	
Aransas	☐	11	Dallas	☐	2/3	Hill	☐	07	McCulloch	☐	9/10	Sherman	☐	01	
Archer	☐	2/3	Dawson	☐	9/10	Hockley	☐	01	McLennan	☐	07	Smith	☐	4/5N	
Armstrong	☐	01	Deaf Smith	☐	01	Hood	☐	2/3	McMullen	☐	11	Somervell	☐	2/3	
Atascosa	☐	08	Delta	☐	4/5N	Hopkins	☐	4/5N	Medina	☐	08	Starr	☐	11	
Austin	☐	6/5S	Denton	☐	2/3	Houston	☐	4/5N	Menard	☐	9/10	Stephens	☐	2/3	
-B-			DeWitt	☐	08	Howard	☐	9/10	Midland	☐	9/10	Sterling	☐	09	
Bailey	☐	01	Dickens	☐	01	Hudspeth	☐	9/10	Milam	☐	07	Stonewall	☐	2/3	
Bandera	☐	08	Dimmit	☐	08	Hunt	☐	2/3	Mills	☐	07	Sutton	☐	9/10	
Bastrop	☐	07	Donley	☐	01	Hutchinson	☐	01	Mitchell	☐	2/3	Swisher	☐	01	
Baylor	☐	2/3	Duval	☐	11	**-I-**			Montague	☐	2/3	**-T-**			
Bee	☐	11	**-E-**			Irion	☐	9/10	Montgomery	☐	6/5S	Tarrant	☐	2/3	
Bell	☐	07	Eastland	☐	2/3	**-J-**			Moore	☐	01	Taylor	☐	2/3	
Bexar	☐	08	Ector	☐	9/10	Jack	☐	2/3	Morris	☐	4/5N	Terrell	☐	9/10	
Blanco	☐	07	Edwards	☐	08	Jackson	☐	08	Motley	☐	01	Terry	☐	01	
Borden	☐	9/10	Ellis	☐	2/3	Jasper	☐	4/5N	**-N-**			Throckmorton	☐	2/3	
Bosque	☐	07	El Paso	☐	9/10	Jeff Davis	☐	9/10	Nacogdoches	☐	4/5N	Titus	☐	4/5N	
Bowie	☐	4/5N	Erath	☐	2/3	Jefferson	☐	6/5S	Navarro	☐	2/3	Tom Green	☐	9/10	
Brazoria	☐	6/5S	**-F-**			Jim Hogg	☐	11	Newton	☐	4/5N	Travis	☐	07	
Brazos	☐	07	Falls	☐	07	Jim Wells	☐	11	Nolan	☐	2/3	Trinity	☐	4/5N	
Brewster	☐	9/10	Fannin	☐	2/3	Johnson	☐	2/3	Nueces	☐	11	Tyler	☐	4/5N	
Briscoe	☐	01	Fayette	☐	07	Jones	☐	2/3	**-O-**			**-U-**			
Brooks	☐	11	Fisher	☐	2/3	**-K-**			Ochiltree	☐	01	Upshur	☐	4/5N	
Brown	☐	2/3	Floyd	☐	01	Karnes	☐	08	Oldham	☐	01	Upton	☐	9/10	
Burleson	☐	07	Foard	☐	2/3	Kaufman	☐	2/3	Orange	☐	6/5S	Uvalde	☐	08	
Burnet	☐	07	Fort Bend	☐	6/5S	Kendall	☐	08	**-P-**			**-V-**			
-C-			Franklin	☐	4/5N	Kenedy	☐	11	Palo Pinto	☐	2/3	Val Verde	☐	08	
Caldwell	☐	07	Freestone	☐	07	Kent	☐	2/3	Panola	☐	4/5N	Van Zandt	☐	4/5N	
Calhoun	☐	08	Frio	☐	08	Kerr	☐	08	Parker	☐	2/3	Victoria	☐	08	
Callahan	☐	2/3	**-G-**			Kimble	☐	9/10	Parmer	☐	01	**-W-**			
Cameron	☐	11	Gaines	☐	9/10	King	☐	01	Pecos	☐	9/10	Walker	☐	6/5S	
Camp	☐	4/5N	Galveston	☐	6/5S	Kinney	☐	08	Polk	☐	4/5N	Waller	☐	6/5S	
Carson	☐	01	Garza	☐	01	Kleberg	☐	11	Potter	☐	01	Ward	☐	9/10	
Cass	☐	4/5N	Gillespie	☐	08	Knox	☐	2/3	Presidio	☐	9/10	Washington	☐	07	
Castro	☐	01	Glasscock	☐	9/10	**-L-**			**-R-**			Webb	☐	11	
Chambers	☐	6/5S	Goliad	☐	08	Lamar	☐	4/5N	Rains	☐	4/5N	Wharton	☐	6/5S	
Cherokee	☐	4/5N	Gonzales	☐	08	Lamb	☐	01	Randall	☐	01	Wheeler	☐	01	
Childress	☐	01	Gray	☐	01	Lampasas	☐	07	Reagan	☐	9/10	Wichita	☐	2/3	
Clay	☐	2/3	Grayson	☐	2/3	La Salle	☐	08	Real	☐	08	Wilbarger	☐	2/3	
Cochran	☐	01	Gregg	☐	4/5N	Lavaca	☐	08	Red River	☐	4/5N	Willacy	☐	11	
Coke	☐	9/10	Grimes	☐	07	Lee	☐	07	Reeves	☐	9/10	Williamson	☐	07	
Coleman	☐	2/3	Guadalupe	☐	08	Leon	☐	07	Refugio	☐	11	Wilson	☐	08	
Collin	☐	2/3	**-H-**			Liberty	☐	6/5S	Roberts	☐	01	Winkler	☐	9/10	
Collingsworth	☐	01	Hale	☐	01	Limestone	☐	07	Robertson	☐	07	Wise	☐	2/3	
Colorado	☐	6/5S	Hall	☐	01	Lipscomb	☐	01	Rockwall	☐	2/3	Wood	☐	4/5N	
Comal	☐	08	Hamilton	☐	07	Live Oak	☐	11	Runnels	☐	2/3	**-Y-**			
Comanche	☐	2/3	Hansford	☐	01	Llano	☐	07	Rusk	☐	4/5N	Yoakum	☐	01	
Concho	☐	9/10	Hardeman	☐	2/3	Loving	☐	9/10	**-S-**			Young	☐	2/3	
Cooke	☐	2/3	Hardin	☐	6/5S	Lubbock	☐	01	Sabine	☐	4/5N	**-Z-**			
Coryell	☐	07	Harris	☐	6/5S	Lynn	☐	01	San Augustine	☐	4/5N	Zapata	☐	11	
Cottle	☐	2/3	Harrison	☐	4/5N	**-M-**			San Jacinto	☐	4/5N	Zavala	☐	08	
Crane	☐	9/10	Hartley	☐	01	Madison	☐	07	San Patricio	☐	11				
Crockett	☐	9/10	Haskell	☐	2/3	Marion	☐	4/5N	San Saba	☐	07				

FORM A-2: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent: _____

This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted. ***Except as indicated, complete and include each form, and be sure to indicate page number.***

FORM	DESCRIPTION	Included	Page #	Not Applicable
	Section II – Attachment A : Required for All Respondents			
A-1	Face Page - completed, signed & dated	☐		
A-1:B	Title V Child Health & Child Dental Services, Texas Counties and Regions List behind A-1	☐		☐
A-1:C	Title V Prenatal Medical & Prenatal Dental Services, Texas Counties and Regions List behind A-1	☐		☐
A-2	Proposal Table of Contents and Checklist	☐		
A-3	Administrative Information - with supplemental documentation attached, if required	☐		
A-4	Exception Form	☐		
A-5	Historically Underutilized Business (HUB) Forms including Subcontracting Plan and Progress Report	☐		
A-6	Child Support Certification (non-profit and governmental entities exempt)	☐		☐
A-7	Clinic Sites - complete a separate form for each clinic site	☐		
A-8	Respondent Site Readiness	☐		
A-9	Title V Fee for Services Program Assurances	☐		
A-10	Respondent Background	☐		
A-11	Assessment Narrative	☐		
	Section II – Attachment B: Required for Child Health & Child Dental Services Respondents			
B-1	Contact Person Information	☐		☐
B-2	Service Delivery Plan	☐		☐
B-3	Ceiling Request and Performance Measures	☐		☐
	Section II – Attachment C: Required for Prenatal Medical & Prenatal Dental Services Respondents			
C-1	Contact Person Information	☐		☐
C-2	Service Delivery Plan	☐		☐
C-3	Ceiling Request and Performance Measures	☐		☐

FORM A-3: ADMINISTRATIVE INFORMATION

This form provides information regarding identification and contract history of the respondent, executive management, project management, governing board members, and/or principal officers. Respond to each request for information ***or provide the required supplemental document behind this form.*** *If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*

NOTE: Administrative Information may be used in screening and/or evaluating proposals.

Legal Business Name of Respondent: _____

Identifying Information

1. **The respondent must attach the following information:**
   If a Governmental Entity
   - Names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

   If a Nonprofit or For Profit Entity
   - Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members of the Board of Directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).
   - Full names (last, first, middle), and addresses for each partner, officer, and director as well as the full names and addresses for each person who owns five percent (5%) or more of the stock if respondent is a for-profit entity.

2. **Is respondent a nonprofit organization?**

   ☐ **YES** ☐ **NO**

   If YES, respondent must include evidence of its nonprofit status with the proposal. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.

   ☐ (a) A copy of a currently valid IRS exemption certificate.

   ☐ (b) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the respondent organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.

   ☐ (c) A copy of the organization's certificate of information or similar document if it clearly establishes the nonprofit status of the organization.

   ☐ (d) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the respondent organization is a local nonprofit affiliate.

FORM A-3: ADMINISTRATIVE INFORMATION continued

Conflict of Interest and Contract History

The respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts include an existing or potential business or personal relationship between the respondent, its principal, or any affiliate or subcontractor, with DSHS, the Health and Human Services Commission, or any other entity or person involved in any way in any project that is the subject of this RFP. Similarly, any existing or potential personal or business relationship between the respondent, the principals, or any affiliate or subcontractor, with any employee of DSHS, or the Health and Human Services Commission must be disclosed. Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by DSHS that a conflict of interest exists, the respondent may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specifications or the RFP on which the bid is based.

3. **Does anyone in the respondent organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFP?**

   ☐ **YES** ☐ **NO**

   If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

4. **Will any person who received compensation from DSHS or Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFP participate financially with respondent as a result of an award under this RFP?**

   ☐ **YES** ☐ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

5. **Will any provision of services or other performance under any contract that may result from this RFP constitute an actual or potential conflict of interest or create the appearance of impropriety?**

   ☐ **YES** ☐ **NO**

   If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

6. **Are any current or former employees of the respondent current or former employees of DSHS or HHSC (within the last 24 months)?**

   ☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

7. **Are any proposed personnel related to any current or former employees of DSHS or HHSC?**

   ☐ **YES** ☐ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

8 **Has any member of respondent's executive management, project management, governing board or principal officers been employed by DSHS or HHSC 24 months prior to the proposal due date?**

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

9. **If the respondent is a private nonprofit organization, does the executive director or other staff serve as voting members on the organizations governing board?**

☐ **YES** ☐ **NO**

10. **Is respondent or any member of respondent's executive management, project management, board members or principal officers:**
- Delinquent on any state, federal or other debt;
- Affiliated with an organization which is delinquent on any state, federal or other debt; or
- In default on an agreed repayment schedule with any funding organization?

☐ **YES** ☐ **NO**

If YES, please explain. (Attach no more than one additional page.)

11. **Has the respondent had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?**

☐ **YES** ☐ **NO**

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

12. **Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?**

☐ **YES** ☐ **NO**

If YES, please explain. (Attach no more than one additional page.)

13. **Has respondent had a contract with DSHS within the past 24 months?**

☐ **YES** ☐ **NO**

If YES, list the DSHS contract and attachment number(s):

DSHS Contract Number(s)

If NO, respondent must be able to demonstrate fiscal solvency. *Submit a copy of the organization's most recently audited balance sheet, statement of income and expenses and accompanying financial footnotes. If an organization does not have audited financial statements, submit a copy of the organization's most recent IRS Form 990 and an explanation why an audited financial statement is not available. DSHS will review the documents that are submitted and may, at its sole discretion, reject the proposal on the grounds of the*

respondent's financial capability.

ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO FORM A-3, SHOULD BE INSERTED HERE.

Rev. 02/12

FORM A-3-1: GOVERNMENTAL ENTITY
Authorized Officials
Legal Business
Name of _____

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):

Rev. 02/12

FORM A-3-2: NONPROFIT OR FOR-PROFIT ENTITY
Board of Directors and Principal Officers
Legal Business
Name of _____

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).In addition, if entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock.

Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____

FORM A-4: EXCEPTIONS FORM

FORM E: EXCEPTIONS FORM

RFP # CHS/TV-0554.1

This is the approved format for the respondent to: (1) state that no exceptions are being made to the requirements, terms, conditions, or certifications in the RFP or attachments, addendums, or revisions to the RFP or General Provisions, or (2) list all exceptions to any requirements, terms conditions, certifications or deliverables in the RFP or General Provisions.

Respondent must submit this form with their response.

Instructions:

- If no exceptions are being requested to any issue of the RFP, respondent must check the 'no exception' box below and leave the table blank.
- If exceptions are being requested, use the table below and fill in all columns for each exception.
- Ensure the RFP section number and page number or the number of the term or condition of the issue is stated.
- Ensure each exception is described fully or by reference to the exact location within the proposal and/or general provisions.
- Ensure it is stated whether the exception is part of a proposal deliverable with a clear citation to the deliverable.
- Provide an explanation of why the exception is being proposed, and any alternatives being proposed to the issue in the RFP.
- Add more table lines as necessary.
- If more space for explanations or alternatives is reasonably needed, list the exception on this form and reference the attached page(s) – Ensure each attached page clearly identifies the line item it refers to.
- Any alternatives may also be embedded in the proposal narrative as appropriate to make the narrative clear, but in the proposal narrative the exception must be noted with the line item number on this form.

☐ **If no exceptions are being requested, check this box and leave the table below blank**

FORM A-4: EXCEPTIONS FORM

RFP # *CHS/TV-0554.1*

TABLE OF EXCEPTIONS

Exception No.	RFP Section No. and Page No. or no. of term or condition in the general provisions to which exception is requested	Full description of exception requested or reference to exact location of full description if found elsewhere in proposal and/or general provisions.	State if the exception is part of a proposal deliverable with a clear citation to the deliverable	Explanation of why the exception is being proposed and any proposed alternatives to the issue
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

FORM A-5: HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

❖ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- ☐ Section 2 c. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements",**
complete:

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – No
- ☐ Section 4 – Affirmation
- ☐ GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:**

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- ☐ Section 3 – Self Performing Justification
- ☐ Section 4 – Affirmation

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

HUBSUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders contracts,***
- ***32.7 percent for all special trade construction contracts,***
- ***23.6 percent for professional services contracts,***
- ***24.6 percent for all other services contracts, and***
- ***21 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Please READ thoroughly when completing this HUB (HSP) Plan: you must: First, find the method that applies to you; see the HSP Quick Checklist to make this determination.

- If using Method B, you must comply with ALL sections of B3 and attach supporting documentation (e.g., notifications, emails, phone logs, etc.) with your bid response.
- If you are **awarded this contract**, you must notify all subcontractors of their selection as a subcontractor and provide a copy of the notification to the HUB Coordinator listed below within **10 days** of receiving the contract award. DSHS HUB Coordinator Contact: shawn.constancio@dshs.state.tx.us

This contract is classified as an **Other Services** contract under the CPA rule, and therefore has a Statewide Annual HUB utilization goal of **24.6%** per fiscal year. **RFP#**
Respondents may search for HUB subcontractors on the CPA Centralized Master Bidders List (CMBL), HUB Directory, which is located on the CPA website: http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, DSHS has identified the following class and item codes for potential subcontracting opportunities:

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No

c. RFP #: _____ Bid Open Date: _____

Enter your company's name here: RFP #:

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ RFP #:

SECTION 2 SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

a. **This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b.** Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
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		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ RFP #:

SECTION 3 **SELF PERFORMING JUSTIFICATION (If you responded "*No*" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)**

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☐ - Yes (If *Yes*, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - No (If *No*, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 **AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at *http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls*).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)

REMINDER:

- If you responded "*Yes*" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "*No*" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Item b.3

Rev. 02/12

HSP Good Faith Effort - Method A (HUB Attachment A)

Enter your company's name here: _____ RFP #: _____

IMPORTANT: If you responded "*Yes*" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for <u>each</u> of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc***

SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** _____

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to <u>all</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (HUB Attachment B)

Enter your company's name here: _____ RFP #:

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc**

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If *Yes*, to continue to SECTION B-4.)

☐ - **No / Not Applicable** (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at **http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at **http://www.window.state.tx.us/procurement//cmbl/cmblhub.html**. HUB Status code "**A**" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐Yes ☐No
			☐Yes ☐No
			☐Yes ☐No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at **http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/**

d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐Yes ☐No
		☐Yes ☐No

Enter your company's name here: _____ RFP #:

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A PRIME CONTRACTOR'S INFORMATION

Company Name: _____ State _____

of Texas VID #: Point-of-Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

Section B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ Phone #: _____

Insert Title & RFP# _____ Bid Open Date: _____

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:	If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select Central Time on: Date (mm/dd/yyyy) *In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.* *(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: - Not Applicable	
4. Bonding/Insurance Requirements: - Not Applicable	
5. Location to review plans/specifications: - Not Applicable	

TEXAS Department of State Health Services

FORM A-6: CHILD SUPPORT CERTIFICATION
(Required for all Respondents EXCEPT Non-profit and Governmental Entities)

Child Support Certification

The Texas Family Code, §231.006, VTCA places certain restrictions on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified below is not a governmental entity or a nonprofit corporation and certifies to the following:

1. The contractor is: (check one)

   ☐ An individual or sole proprietor, or

   ☐ A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

2. The contractor certifies the following is a complete list of the names and social security numbers of either (A) the individual or sole proprietor who is the contractor or (B) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity: (attach additional sheet if necessary).

   (A) Printed Name: _____
   Social Security Number: _____
   (B) Printed Name: _____
   Social Security Number: _____

3. Under the Texas Family Code, §231.006, VTCA the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

4. Printed Name of Contractor: _____
   Printed Name of Authorized Representative: _____
   Signing this Certification: _____
   Signature of Authorized Representative: _____
   Date: _____

FORM A-6: CHILD SUPPORT CERTIFICATION GUIDELINES

Form A-6 is required by Texas Family Code, §231.006, and is designed to certify that anyone applying for funds under this RFP is not a child support obligor (a person who is more than 30 days delinquent). This form is applicable to for-profit corporations, sole proprietors, individuals and partnerships. This form is NOT applicable to Governmental entities and non-profit corporations. These types of entities do not need to complete the form.

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent:	Clinic Site # __ of ___

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site):											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours					
	☐	V – Child Health	☐	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	☐	No							
Clinic Name to Appear on Website Locator:											
Contact Person:					Phone:						
Location of Site:					Fax:						
Street Address:											
City:		County:		Zip Code:		HSR:					
Pharmacy License #:		TPI #:		NPI#:							

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	HOURS OF OPERATION To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
TUESDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
WEDNESDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
THURSDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
FRIDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
SATURDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning				
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
☐ Appointment scheduling on site	☐ Site does client intake and/or eligibility determination
☐ Child Health services provided on site	☐ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
☐ Enrolled as a Texas Health Steps Provider	☐ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: CLINIC SITE FORM INSTRUCTIONS

Complete a separate Clinic Site Form for each clinic site. Information provided on clinic site forms is used to update DSHS websites and public databases, therefore, each clinic form must contain current and accurate information.

Legal Name of Respondent	Respondent's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Service Area	List counties served by that specific clinic site, NOT all counties served by the whole project.
Funding Sources Used to Support this Clinic	From the sources listed, check all sources of funds used to support that specific clinic site.
Subcontractor Site	For each clinic site, indicate whether that particular site is subcontracted by the respondent to another entity for the provision of services.
Clinic Name to Appear on Website Locator	State the name of the clinic as it will appear on the DSHS website locator. (The name should be recognizable to clients.)
Contact Person	Name of contact person for that clinic site.
Phone	Phone number for the clinic.
Location of Site	Clinic location (e.g., Texas Medical Center/Smith Tower)
Fax	Fax number for the clinic.
Street Address	Physical address of clinic.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Pharmacy License #	Pharmacy license number for the clinic (if applicable); otherwise put N/A for Not Applicable.
TPI#	Texas Provider Identifier # for the clinic (if applicable), otherwise N/A.
NPI#	National Provider Identifier # for the clinic (if applicable), or N/A.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of each clinic site for each day of the week broken into morning (e.g., 8:00 a.m. – Noon), afternoon (e.g. 12:01 p.m. – 5:00 p.m.), and evening hours (e.g., 5:01 p.m. – 8:00 p.m.). Indicate days of the week when the clinic is closed (e.g. Tuesday – closed).
Services Provided/Clinic Type	List the type of services provided or type of clinic for each day of the week. For example, Monday = child health clinic, Wednesday = dental clinic, etc. **Legend** -CH-child health, CD-child dental, PM-prenatal medical, PD-prenatal dental.
# Monthly Clinics	List the total number of clinics each month by the day of the week, e.g., Monday = 4 clinics per month; Tuesday = 0 clinics per month, etc.
Total Hours/Month	List the total number of hours of operation per month for each clinic site (e.g., Clinic Site 1 = 128 hours per month; Clinic Site 2 = 160 hours per month, etc.)
Total # Clinics Per Month	List the total number of clinics held per month per clinic site (e.g., Clinic Site 1 = 16, Clinic Site 2 = 20, etc.)

PROGRAM SPECIFICS:

This section of the clinic site form includes questions related to specific DSHS programs. Check the appropriate boxes to indicate what specific services are provided at each clinic site. Services generally vary between clinic sites, so it is essential that accurate service information is reported by respondent in order for DSHS to appropriately monitor services provided. *Important: Any changes in clinic information must be reported in* ***writing*** *to the appropriate DSHS Contract Manager in a timely manner. Programmatic or operational changes must be made in accordance with requirements outlined in the DSHS General Provisions at http://www.dshs.state.tx.us/grants/gen-prov.shtm.*

FORM A-8: RESPONDENT SITE READINESS

Legal Business Name of Respondent: _____

Appropriate signage to identify funded entity.	☐	Y	☐	N
Space for clinical and administrative staff?	☐	Y	☐	N
Computer systems with following minimum functionality:				
• Internet Browser – minimum Internet Explorer (IE) 8 or newer	☐	Y	☐	N
• Microsoft Office – minimum Office 2007 Suite or newer	☐	Y	☐	N
• Email Client	☐	Y	☐	N
Locked storage for charts, records, medications and medical supplies	☐	Y	☐	N
Proper disposal for medical waste	☐	Y	☐	N
CLIA certification for level of tests performed	☐	Y	☐	N
Handicap-accessible clinic sites that are geographically close to target population	☐	Y	☐	N
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	☐	Y	☐	N
Appropriate use of interpreter services and language translation (including resources for both).	☐	Y	☐	N
Compliance with Americans with Disabilities Act (ADA) requirements	☐	Y	☐	N
Extended hours and weekend hours for delivery of services, as appropriate.	☐	Y	☐	N

FORM A-8: RESPONDENT SITE READINESS INSTRUCTIONS

Complete the Respondent Site Readiness Form per instructions below. Complete only one form to represent readiness for all clinic sites that will provide Title V services funded through this RFP.

RESPONDENT SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check if clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check if clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Computer systems with following minimum functionality:	This question determines whether responder has adequate computer functionality for clinic sites.
• Internet Browser (minimum IE 8)	Check if clinic computers have internet access (Yes/No).
• Microsoft office (minimum 2007 or newer)	Check if clinic computers have Office 2007 or newer (Yes/No).
• Email Client	Check if clinic computers have email access (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if respondent operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with Americans with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Extended hours and weekend hours for delivery of services, as appropriate.	Check if clinics offer extended hours (i.e., before 8 a.m. or after 5 p.m. on weekdays) and weekend hours that are appropriate for the clients served (Yes/No).

FORM A-9: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: _____

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Department of State Health Services (DSHS) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.

2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.

3. Return 100% of any generated program income to the Title V program that generated the funds.

4. Provide services regardless of client's inability to pay.

5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.

6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.

7. Provide DSHS with access to all data gathered or generated.

8. Agree to share data/information generated by the project, within constraints of confidentiality, with DSHS, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.

9. Grant DSHS rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.

10. Make available for DSHS review, all promotional materials/media to be disseminated in conjunction with this Title V project.

11. Comply with all applicable Title V policies, procedures, and regulations.

12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.

13. Establish orientation and in-service training plan for all project personnel for skills

development and/or continuing education based on an assessment of training needs.

14. Ensure that Title V services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.

15. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.

16. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps module entitled "Overview of Best Practices and Children's Services" within 90 days of contract execution, and that RNs hired after contract execution complete the module within 90 days of hire.

Authorized Signature **Date**

FORM A-10: RESPONDENT BACKGROUND

Legal Business Name of Respondent: _____

Respondent must provide a narrative description of its organization, staff, systems, and oversight structure (see RESPONDENT BACKGROUND GUIDELINES). Organizational charts, resumes/curriculum vitae, and job descriptions are to be placed following Form A-9 or at the end of the proposal and are not included in the page limit. A maximum of **two (2)** additional pages may be attached if needed for a total of three (3) pages.

FORM A-10: RESPONDENT BACKGROUND GUIDELINES

Respondent must provide a narrative description of its organization, staff, systems and oversight structure in response to the following items, numbering them as indicated:

1. Provide an executive summary describing the organization's vision, mission and values statements, along with a description of how the board of directors is involved in the operations of the organization.

2. Describe past experience(s) providing Child Health, Child Dental, Prenatal Medical, and/or Prenatal Dental services. (Respondent only needs to address the Title V funded service or services for which they are applying.)

3. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the organization.

4. Provide a current organization chart and the resumes/curriculum vitae for the CEO, CFO, Medical Director[1] licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), Dental Director[2] licensed to practice dentistry in Texas (including his/her State of Texas Dental License Number), and Clinical/Program Director. The organization chart must include the appropriate oversight structure (e.g., Board, City Council, County Commissioners, etc.), CEO, CFO, Medical Director, Dental Director and a staffing structure that will support service provision. On the chart, identify the staff who manages clinic operations.

5. Provide job descriptions for the following key employees, i.e., Medical Director[3], Dental Director[4], Clinical/Program Director, eligibility and billing staff, and clinicians.

1 Medical Director is for Child Health and/or Prenatal Medical
2 Dental Medical is for Child Dental and/or Prenatal Dental
3 Medical Director is for Child Health and/or Prenatal Medical
4 Dental Medical is for Child Dental and/or Prenatal Dental

FORM A-11: ASSESSMENT NARRATIVE

Legal Business Name of Respondent: _____

Respondent must provide a narrative description addressing each of the assessment items (see ASSESSMENT NARRATIVE GUIDELINES) associated with the services proposed in this proposal. A maximum of **four** (4) additional pages may be attached if needed for a total of five (5) pages).

FORM A-11: ASSESSMENT NARRATIVE GUIDELINES

Specifically address each of the assessment items listed below associated with the services proposed in this proposal, numbering them as indicated. Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form.

1. Provide brief synopsis of the community as a whole describing in general:
    a. Geographic boundaries (urban or rural, physical environment);
    b. General demographic data (age, gender, ethnicity, etc.);
    c. General socioeconomic data (per capita income, poverty levels, uninsured/underinsured, unemployment, occupational data, etc.); and
    d. General description of community-wide health status (e.g., low birth weight, obesity of children, adolescents and pregnant women, immunization rate, and morbidity/mortality statistics).

2. Describe the target population(s) including:
    a. Geographic service area;
    b. Characteristics of target population (including demographic and socioeconomic data specific to each population);
    c. Target population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
    d. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).

3. Describe gaps in resources and potential barriers to improving health status.

4. Describe any other characteristics of the population(s) you propose to serve or of the proposed service area(s) which make Title V support particularly important?

Section II
Attachment B

Title V Child Health & Child Dental Services Forms

To Be Completed by Child Health & Child Dental Services Respondents Only

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD HEALTH SERVICES

Legal Business Name of Respondent: _____

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Medical Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD DENTAL SERVICES

Legal Business Name of Respondent: _____

*This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the **Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-2 SERVICE DELIVERY PLAN FOR CHILD HEALTH AND CHILD DENTAL SERVICES

Legal Business Name of Respondent: _____

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

FORM B-2: SERVICE DELIVERY PLAN FOR CHILD HEALTH & CHILD DENTAL SERVICES
GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating policies and procedures manual. The service delivery plan must:

1. Summarize the proposed **child health and/or child dental** services. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe service delivery systems, workforce (attach organization chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe the process of assessing client risk factors associated with family violence, substance abuse, and mental health needs.

4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;
   - System utilized to identify and monitor adverse outcomes;

- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: _____

This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form B-3 Guidelines).

If you provide services in counties located in different DSHS regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.

FY14 PROJECTED **Estimated Number of Unduplicated Clients**		
HSR: ☐ 1 ☐ 2/3 ☐ 4/5N ☐ 6/5S ☐ 7 ☐ 8 ☐ 9/10 ☐ 11	Infants 0 - 11 months Children & Adolescents 1 – 21 years	
	Number of Clients	Total $ Amount for all services provided
Child Health (include costs for laboratory and case management)		$
Child Dental		$
GRAND TOTAL* Number of Clients and Dollars Requested		
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐ Yes ☐ No	Not currently a provider, but am interested in applying: ☐ Yes ☐ No

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES GUIDELINES

FORM B-3 must be used for Title V proposed child health and dental services only. The form reflects the estimated unduplicated number of the Title V child health and/or child dental eligible clients the respondent proposes to serve, and the total amount estimated to be billed to the Title V Child Health & Child Dental Services program. Complete a separate FORM B-3 for each Health Service Region in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Child Health, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Child Dental enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Child Health & Child Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM B-4: TITLE V CHILD HEALTH SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Health worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

FORM B-5: TITLE V CHILD DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Dental worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

Section II
Attachment C

Title V Prenatal Medical & Prenatal Dental Services Forms

To Be Completed by Prenatal Medical & Prenatal Dental Services Respondents Only

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL MEDICAL SERVICES

Legal Business Name of Respondent: _____

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Medical Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: _____

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1, FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Performance Management Unit.

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: _____

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating and procedures manual. The service delivery plan must:

1. Summarize the proposed **prenatal medical and/or prenatal dental** services and how respondent will assist patient with the CHIP Perinatal Program application process. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe delivery systems, workforce (attach organizational chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe process of assessing risk factors associated with family violence, substance abuse and mental health needs.

4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract out any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;

- System utilized to identify and monitor adverse outcomes;
- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: _____

This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form C-3 Guidelines).

If you provide services in counties located in different DSHS regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.

FY14 PROJECTED
Estimated Number of Unduplicated Clients

HSR: ☐ 1 ☐ 2/3 ☐ 4/5N ☐ 6/5S ☐ 7 ☐ 8 ☐ 9/10 ☐ 11	Pregnant Women	
	Number of Clients	Total $ Amount for all services provided
Prenatal Medical (include costs for laboratory and case management)		$
Prenatal Dental		$
GRAND TOTAL* Number of Clients and Dollars Requested		
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐ Yes ☐ No	Not currently a provider, but am interested in applying: ☐ Yes ☐ No

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL SERVICES CEILING REQUEST AND PERFORMANCE MEASURES GUIDELINES

FORM C-3 must be used for Title V proposed prenatal medical and prenatal dental services only. The form reflects the estimated unduplicated number of Title V prenatal medical and/or prenatal dental eligible clients the respondent proposes to serve and the total amount estimated to be billed to the Title V Prenatal Medical Services program. Complete a separate FORM C-3 for each Health Service Region (HSR) in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Prenatal Medical services, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Prenatal Dental service enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Prenatal Medical & Prenatal Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM C-4: TITLE V PRENATAL MEDICAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Medical worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

FORM C-5: TITLE V PRENATAL DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Dental worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

TEXAS
Department of
State Health Services

Section III

APPENDICES

Title V Fee for Services Contracts
Child Health Services
Child Dental Services
Prenatal Medical Services
Prenatal Dental Services
Request for Proposal
Fiscal Year 2014

Family and Community Health Services Division
Community Health Services Section
Office of Title V & Family Health
Performance Management Unit

RFP #: CHS/TV-0554.1
Issued **March 21, 2013**
Due **May 1, 2013**

DRAFT

APPENDIX A: DSHS ASSURANCES AND CERTIFICATIONS

Note: It is not required that the respondent return the DSHS Assurances and Certifications with the proposal. Some of these Assurances and Certifications may not be applicable to your project. If you have questions, contact the contact person named in this RFP. These assurances and certifications will remain in effect throughout the project period of this solicitation and the term of any contract between respondent and DSHS.

As the duly authorized representative of the respondent, my signature on FORM A: FACE PAGE certifies that the respondent:

1. Is a legal entity legally authorized and in good standing to do business with the State of Texas and has the legal authority to apply for state/federal assistance, and has the institutional, managerial and financial capability and systems (including funds sufficient to pay the non-state/federal share of project costs) to ensure proper planning, management and completion of the project described in this proposal; possesses legal authority to apply for funding; that a resolution, motion or similar action has been duly adopted or passed as an official act of the respondent's governing body, authorizing the filing of the proposal including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized representative of the respondent to act in connection with the proposal and to provide such additional information as may be required;

2. Under Government Code Section 2155.004, is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is incorrect. NOTE: Under Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specification of RFP on which the bid is based;

3. Has a financial system that identifies the source and application of DSHS funds and program income in a unique set of general ledger account numbers, permits preparation of reports required by the contract, permits the tracing of funds expended and program income, allows for the comparison of actual expenditures to budgeted amounts, and maintains accounting records that are supported by verifiable source documents;

4. Will give (and any parent, affiliate, or subsidiary organization, if such a relationship exists, will give) DSHS, HHSC Office of Inspector General, the Texas State Auditor, the Comptroller General of the United States, and if appropriate, the federal government, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

5. Will not supplant funds (i.e. use funds from a contract awarded as a result of this RFP to replace or substitute existing funding from other sources that also supports the activities that

are the subject of the contract), but rather will use funds from the contract to supplement any existing funds currently available for any such activities;

6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;

7. Will ensure that no officer, employee, or member of the respondent's governing body or of the respondent's contractor will vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree;

8. Has not given, offered to give, nor intends to give, at any time hereafter any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, or service to any employee or official of DSHS or HHSC , in connection with this solicitation or procurement; does not have nor will it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under any awarded contract that results from this RFP;

9. Will honor for 90 days after the proposal due date the technical and business terms contained in the proposal;

10. Will initiate the work after receipt of a fully executed contract and will complete it within the contract period;

11. Will not require a client with limited English proficiency to provide or pay for the services of a translator or interpreter;

12. Will identify and document on client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services;

13. Will make every effort to avoid use of any persons under the age of 18 or any family member or friend of a client as an interpreter for essential communications with clients who have limited English proficiency. However, a family member or friend may be used as an interpreter if this is requested by the client and the use of such a person would not compromise the effectiveness of services or violates the client's confidentiality, and the client is advised that a free interpreter is available;

14. Will comply with the Uniform Grant Management Act (UGMA), Texas Government Code, Chapter 783, as amended, and the current Uniform Grant Management Standards (UGMS), issued by the Governor's Budget and Planning Office, applicable Office of Management and Budget Federal Circulars, and if applicable the Federal awarding agency Common Rule and U.S. Department of Health and Human Services Grants Policy Statements, which apply as terms and conditions of any resulting contract. A copy of the UGMS manual and federal references are available upon request;

15. Will remain current in its payment of franchise tax or is exempt from payment of franchise taxes, if applicable;

16. Will comply, if applicable, with Texas Family Code, § 231.006, regarding Child Support, and

certifies that it is not ineligible to receive payment if awarded a contract, and acknowledges that any resulting contract may be terminated and payment may be withheld if this certification is inaccurate;

17. Will comply with the non-discriminatory requirements of Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age;

18. Will not charge a fee or profit. A profit and/or fee are considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance project;

19. Will comply with all applicable requirements of all other state/federal laws, executive orders, regulations, and policies governing this program;

20. In accordance with 2 CFR Part 376 and 180 (parts A-I), as the primary participant, and any of the primary participant's principals (collectively, participants):
    A. are not presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions by any federal department or agency;
    B. have not within a 3-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 private or public (federal, state, or local) transaction or contract under a private or public transaction; violation of federal or state antitrust statutes (including those proscribing price fixing between competitors, allocation of customers between competitors and bid rigging) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the participant's present responsibility;
    C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification;
    D. have not within a 3-year period preceding this proposal/proposal had one or more public transactions (federal, state, or local) terminated for cause or default; and
    E. has not (nor has its representative nor any person acting for the representative) (1) violated the antitrust laws codified by Chapter 15, Texas Business & Commercial Code , or the federal antitrust laws; or (2) directly or indirectly communicated the bid to a competitor or other person engaged in the same line of business.

    Should the respondent not be able to provide this certification (by signing the FACE PAGE Form), an explanation should be placed after this form in the proposal response;

    The respondent agrees by submitting this proposal that the respondent will include, without modification, the certifications in subparagraphs A through E of this paragraph in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions;

21. Will comply with Title 31, USC §1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," which generally prohibits recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the executive or legislative branches of the federal government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (non-appropriated) funds. These requirements apply to grants and

cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93):

A. 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 any 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;

B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agent, 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 respondent must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," (SF-LLL) in accordance with its instructions. SF-LLL and continuation sheet are available upon request from the Department of State Health Services; and

C. The language of this certification must 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 subrecipients must certify and disclose accordingly;

This certification is a material representation of fact upon 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 31 USC §1352. Any person who fails to file the required certification must be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure;

22. Is in good standing with the Internal Revenue Service on any debt owed;

23. Affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication or been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime;

24. Is in good standing with all state and/or federal departments or agencies that have a contracting relationship with the respondent;

25. Will comply with all statutes and standards of general applicability. It is Respondent's responsibility to review and comply with all applicable statutes, rules, regulations, executive orders and policies. Respondent will carry out the terms of this Contract in a manner that is in compliance with the provisions set forth below. To the extent such provisions are applicable to respondent, respondent will comply with the following:

a) The following statutes, rules, regulations and DSHS policies, and any of their subsequent amendments that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief, or religion: 1) Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. §§□ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 U.S.C.A. §□□§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 794(a); 4) the Americans with Disabilities Act of 1990, 42 U.S.C.A. §§□ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 U.S.C.A. §□□§ 6101-6107: 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C.A. §□ 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91 or CFR Part 15; 8) TEX. LAB. CODE. ch. 21; 9) Food Stamp Act of 1977 (7 USC

§200 et seq); 10) US Department of Labor, Equal Opportunity E.O. 11246, as amended and supplemented; 11) Executive Order 13279 and 45 CFR Part 87 or 7 CFR Part 16 (regarding equal treatment and opportunity for religious organizations; 12) DSHS Policy AA-5018, Non-discrimination Policies and Procedures for DSHS Programs; and13) any other nondiscrimination provision in specific statutes under which application for federal or state assistance is being made, which prohibits exclusion from or limitation of participation in programs, benefits, or activities, or denial of any aid, care, service or other benefit;

b) Drug Abuse Office and Treatment Act of 1972, 21 U.S.C.A. §§ 1101 et seq., relating to drug abuse;
c) Public Health Service Act of 1912, §§ 523 and 527, 42 U.S.C.A. § 290dd-2, and 42 C.F.R. pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
d) Title VIII of the Civil Rights Act of 1968, 42 U.S.C.A. §§ 3601 et seq., relating to nondiscrimination in housing;
e) Immigration Reform and Control Act of 1986, 8 U.S.C.A. § 1324a, regarding employment verification;
f) Pro-Children Act of 1994, 20 U.S.C.A. §§ 6081-6084, regarding the non-use of all tobacco products;
g) National Research Service Award Act of 1971, 42 U.S.C.A. §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding human subjects involved in research;
h) Hatch Political Activity Act, 5 U.S.C.A. §§ 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
i) Fair Labor Standards Act, 29 U.S.C.A. §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 U.S.C.A. §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
J) TEX. GOV'T CODE ch. 469 (Supp. 2004), pertaining to eliminating architectural barriers for persons with disabilities;
k) Texas Workers' Compensation Act, TEX. LABOR CODE, chs. 401-406 28 TEX. ADMIN. CODE pt. 2, regarding compensation for employees' injuries;
l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code ch. 96 regarding safety standards for handling blood borne pathogens;
n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
o) Environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq; 6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§ 7401 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting certain rivers

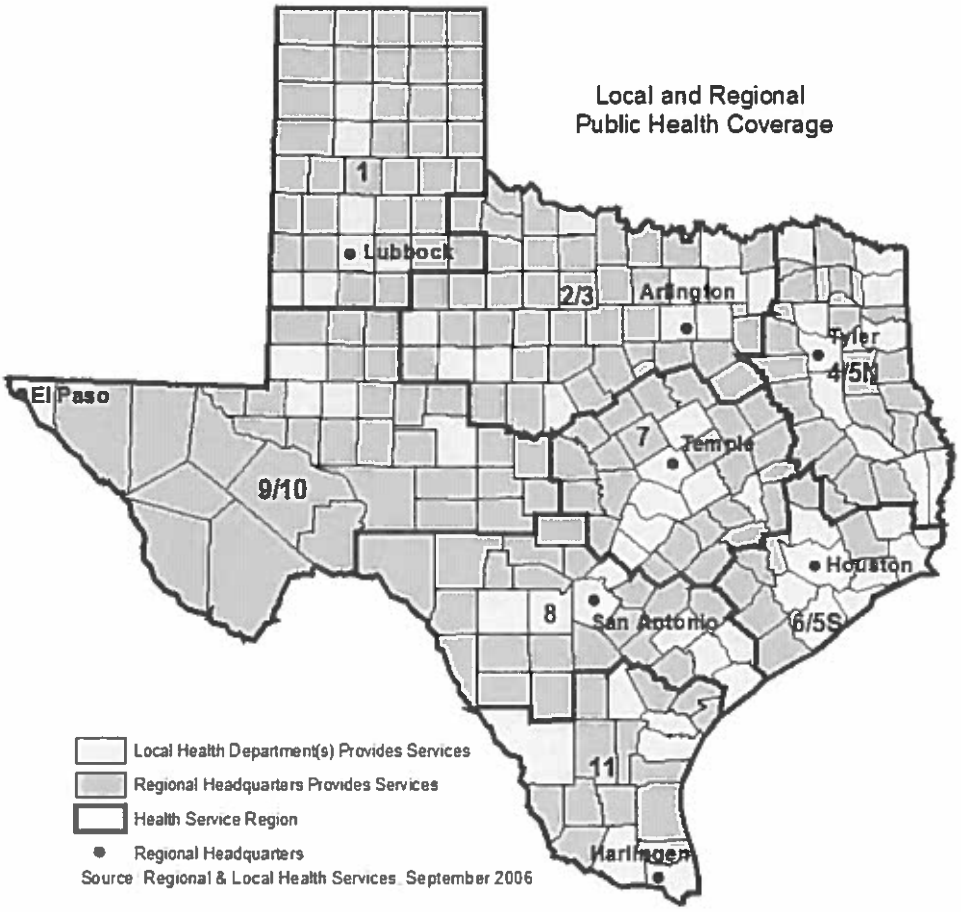
system; and 11) Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763 regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 C.F.R. Part 900, Subpart F);
q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
r) Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements;
s) Assist DSHS in complying the National Historic Preservation Act of 1966, §106 (16 U.S.C. § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.) regarding historic property;
t) Financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations; "and
u) requirements of any other applicable state and federal statutes, executive orders, regulations, rules, and policies.

If this contract is funded by a grant, additional state or federal requirements found in the Notice of Grant Award may be imposed on respondent;

26. Under §§2155.006 and 2261.053, Government Code, is not ineligible to receive a contract under this RFP and acknowledges that any contract may be terminated and payment withheld if this certification is inaccurate. Sections 2155.006 and 2261.053 relate to violations of federal law in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or certain other disasters;

27. Affirms that the statements in these assurances and certifications are true, accurate, and complete (to the best of respondent's and its authorized representative's knowledge and belief), and agrees to comply with the DSHS terms and conditions if an award is issued as a result of this proposal. Willful provision of false information is a criminal offense. Any person making any false, fictitious, or fraudulent statement may, in addition to other remedies available, be subject to civil penalties.

APPENDIX B
DSHS MAP OF HEALTH SERVICE REGIONS



APPENDIX C: GENERAL PROVISIONS

The Subrecipient General Provisions can be found at the following link:
http://www.dshs.state.tx.us/grants/gen-prov.shtm.

DRAFT

Attachment F - Grantee's Response to Solicitation No. CHS/TV 0554.1

Department of State Health Services

FORM A-1: FACE PAGE

Proposal for Financial Assistance – RFP # CHS/TV-0554.1

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION			
1) LEGAL BUSINESS NAME:	Hidalgo County		
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):		Check if address change	☐
	1304 S. 25th Ave. Edinburg, Hidalgo, Tx 78542		
3) PAYEE Name and Mailing Address (if different from above):		Check if address change	☐
	Norma Garcia, County Treasure 2810 S. Business 281, Edinburg, Hidalgo, Tx 78539		
4) Federal Tax ID No. (9 digit), State of Texas Comptroller Vendor ID No. (14 digit) or Social Security Number (9 digit) : DUNS Number		746000717 10-311-0834	

**The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.*

5) Medicaid Provider Number: 1932146836	OR	Date Medicaid Application Submitted & TMHP Ticket #:

6) TYPE OF ENTITY (check all that apply):

	☐ City		☐ Nonprofit Organization*		☐ Individual
	X County		☐ For Profit Organization*		☐ FQHC
	☐ Other Political Subdivision		☐ HUB Certified		☐ State Controlled Institution of Higher Learning
	☐ State Agency		☐ Community-Based Organization		☐ Hospital
	☐ Indian Tribe		☐ Minority Organization		☐ Private
			☐ Faith Based (Nonprofit Org)		☐ Other (specify):

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD:	Start Date: 9/1/13	End Date: 8/31/14

8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).

9) AMOUNT OF FUNDING REQUESTED	V-CH & CD: $ 34,833.00	
	V-PM & PD $ 165,909.00	11) PROJECT CONTACT PERSON
10) PROJECTED EXPENDITURES	$ 2,384,582.00	Name: Eduardo Olivarez Phone: 956-383-6221 Fax: 956-383-3229 E-mail: eddie.olivarez@hchd.org

Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? **

Yes X No ☐

***Projected expenditures should include funding for all activities including 'pass through' federal funds from all state agencies and non project-related DSHS funds.*

12) FINANCIAL OFFICER

Name: Raymundo Eufracio
Phone: 956-318-2511
Fax: 956-318-2577
E-mail: ray.eufracio@auditor.co.hidalgo.tx.us

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE	Check if change ☐	14) SIGNATURE OF AUTHORIZED REPRESENTATIVE
Name: Ramon Garcia Title: County Judge Phone: 956-318-2600 Fax: 956-318-2699 E-mail: ramon.garcia@hidalgo.tx.us		Ramon Garcia 15) DATE 4/2/13

APPROVED BY COMMISSIONERS' COURT ON: 4/2/13

FORM A-1: B Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent: Hidalgo County

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐	4/5N	Culberson	☐	9/10	Hemphill	☐	01	Mason	☐	9/10	Scurry	☐	2/3	
Andrews	☐	9/10	-D-			Henderson	☐	4/5N	Matagorda	☐	6/5S	Shackelford	☐	2/3	
Angelina	☐	4/5N	Dallam	☐	01	Hidalgo	√	11	Maverick	☐	08	Shelby	☐	4/5N	
Aransas	☐	11	Dallas	☐	2/3	Hill	☐	07	McCulloch	☐	9/10	Sherman	☐	01	
Archer	☐	2/3	Dawson	☐	9/10	Hockley	☐	01	McLennan	☐	07	Smith	☐	4/5N	
Armstrong	☐	01	Deaf Smith	☐	01	Hood	☐	2/3	McMullen	☐	11	Somervell	☐	2/3	
Atascosa	☐	08	Delta	☐	4/5N	Hopkins	☐	4/5N	Medina	☐	08	Starr	☐	11	
Austin	☐	6/5S	Denton	☐	2/3	Houston	☐	4/5N	Menard	☐	9/10	Stephens	☐	2/3	
-B-			DeWitt	☐	08	Howard	☐	9/10	Midland	☐	9/10	Sterling	☐	09	
Bailey	☐	01	Dickens	☐	01	Hudspeth	☐	9/10	Milam	☐	07	Stonewall	☐	2/3	
Bandera	☐	08	Dimmit	☐	08	Hunt	☐	2/3	Mills	☐	07	Sutton	☐	9/10	
Bastrop	☐	07	Donley	☐	01	Hutchinson	☐	01	Mitchell	☐	2/3	Swisher	☐	01	
Baylor	☐	2/3	Duval	☐	11	-I-			Montague	☐	2/3	-T-			
Bee	☐	11	-E-			Irion	☐	9/10	Montgomery	☐	6/5S	Tarrant	☐	2/3	
Bell	☐	07	Eastland	☐	2/3	-J-			Moore	☐	01	Taylor	☐	2/3	
Bexar	☐	08	Ector	☐	9/10	Jack	☐	2/3	Morris	☐	4/5N	Terrell	☐	9/10	
Blanco	☐	07	Edwards	☐	08	Jackson	☐	08	Motley	☐	01	Terry	☐	01	
Borden	☐	9/10	Ellis	☐	2/3	Jasper	☐	4/5N	-N-			Throckmorton	☐	2/3	
Bosque	☐	07	El Paso	☐	9/10	Jeff Davis	☐	9/10	Nacogdoches	☐	4/5N	Titus	☐	4/5N	
Bowie	☐	4/5N	Erath	☐	2/3	Jefferson	☐	6/5S	Navarro	☐	2/3	Tom Green	☐	9/10	
Brazoria	☐	6/5S	-F-			Jim Hogg	☐	11	Newton	☐	4/5N	Travis	☐	07	
Brazos	☐	07	Falls	☐	07	Jim Wells	☐	11	Nolan	☐	2/3	Trinity	☐	4/5N	
Brewster	☐	9/10	Fannin	☐	2/3	Johnson	☐	2/3	Nueces	☐	11	Tyler	☐	4/5N	
Briscoe	☐	01	Fayette	☐	07	Jones	☐	2/3	-O-			-U-			
Brooks	☐	11	Fisher	☐	2/3	-K-			Ochiltree	☐	01	Upshur	☐	4/5N	
Brown	☐	2/3	Floyd	☐	01	Karnes	☐	08	Oldham	☐	01	Upton	☐	9/10	
Burleson	☐	07	Foard	☐	2/3	Kaufman	☐	2/3	Orange	☐	6/5S	Uvalde	☐	08	
Burnet	☐	07	Fort Bend	☐	6/5S	Kendall	☐	08	-P-			-V-			
-C-			Franklin	☐	4/5N	Kenedy	☐	11	Palo Pinto	☐	2/3	Val Verde	☐	08	
Caldwell	☐	07	Freestone	☐	07	Kent	☐	2/3	Panola	☐	4/5N	Van Zandt	☐	4/5N	
Calhoun	☐	08	Frio	☐	08	Kerr	☐	08	Parker	☐	2/3	Victoria	☐	08	
Callahan	☐	2/3	-G-			Kimble	☐	9/10	Parmer	☐	01	-W-			
Cameron	☐	11	Gaines	☐	9/10	King	☐	01	Pecos	☐	9/10	Walker	☐	6/5S	
Camp	☐	4/5N	Galveston	☐	6/5S	Kinney	☐	08	Polk	☐	4/5N	Waller	☐	6/5S	
Carson	☐	01	Garza	☐	01	Kleberg	☐	11	Potter	☐	01	Ward	☐	9/10	
Cass	☐	4/5N	Gillespie	☐	08	Knox	☐	2/3	Presidio	☐	9/10	Washington	☐	07	
Castro	☐	01	Glasscock	☐	9/10	-L-			-R-			Webb	☐	11	
Chambers	☐	6/5S	Goliad	☐	08	Lamar	☐	4/5N	Rains	☐	4/5N	Wharton	☐	6/5S	
Cherokee	☐	4/5N	Gonzales	☐	08	Lamb	☐	01	Randall	☐	01	Wheeler	☐	01	
Childress	☐	01	Gray	☐	01	Lampasas	☐	07	Reagan	☐	9/10	Wichita	☐	2/3	
Clay	☐	2/3	Grayson	☐	2/3	La Salle	☐	08	Real	☐	08	Wilbarger	☐	2/3	
Cochran	☐	01	Gregg	☐	4/5N	Lavaca	☐	08	Red River	☐	4/5N	Willacy	☐	11	
Coke	☐	9/10	Grimes	☐	07	Lee	☐	07	Reeves	☐	9/10	Williamson	☐	07	
Coleman	☐	2/3	Guadalupe	☐	08	Leon	☐	07	Refugio	☐	11	Wilson	☐	08	
Collin	☐	2/3	-H-			Liberty	☐	6/5S	Roberts	☐	01	Winkler	☐	9/10	
Collingsworth	☐	01	Hale	☐	01	Limestone	☐	07	Robertson	☐	07	Wise	☐	2/3	
Colorado	☐	6/5S	Hall	☐	01	Lipscomb	☐	01	Rockwall	☐	2/3	Wood	☐	4/5N	
Comal	☐	08	Hamilton	☐	07	Live Oak	☐	11	Runnels	☐	2/3	-Y-			
Comanche	☐	2/3	Hansford	☐	01	Llano	☐	07	Rusk	☐	4/5N	Yoakum	☐	01	
Concho	☐	9/10	Hardeman	☐	2/3	Loving	☐	9/10	-S-			Young	☐	2/3	
Cooke	☐	2/3	Hardin	☐	6/5S	Lubbock	☐	01	Sabine	☐	4/5N	-Z-			
Coryell	☐	07	Harris	☐	6/5S	Lynn	☐	01	San Augustine	☐	4/5N	Zapata	☐	11	
Cottle	☐	2/3	Harrison	☐	4/5N	-M-			San Jacinto	☐	4/5N	Zavala	☐	08	
Crane	☐	9/10	Hartley	☐	01	Madison	☐	07	San Patricio	☐	11				
Crockett	☐	9/10	Haskell	☐	2/3	Marion	☐	4/5N	San Saba	☐	07				

FORM A-1: C Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order

Legal Business Name of Respondent: Hidalgo County

COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐	4/5N	Culberson	☐	9/10	Hemphill	☐	01	Mason	☐	9/10	Scurry	☐	2/3
Andrews	☐	9/10	-D-			Henderson	☐	4/5N	Matagorda	☐	6/5S	Shackelford	☐	2/3
Angelina	☐	4/5N	Dallam	☐	01	Hidalgo	√	11	Maverick	☐	08	Shelby	☐	4/5N
Aransas	☐	11	Dallas	☐	2/3	Hill	☐	07	McCulloch	☐	9/10	Sherman	☐	01
Archer	☐	2/3	Dawson	☐	9/10	Hockley	☐	01	McLennan	☐	07	Smith	☐	4/5N
Armstrong	☐	01	Deaf Smith	☐	01	Hood	☐	2/3	McMullen	☐	11	Somervell	☐	2/3
Atascosa	☐	08	Delta	☐	4/5N	Hopkins	☐	4/5N	Medina	☐	08	Starr	☐	11
Austin	☐	6/5S	Denton	☐	2/3	Houston	☐	4/5N	Menard	☐	9/10	Stephens	☐	2/3
-B-			DeWitt	☐	08	Howard	☐	9/10	Midland	☐	9/10	Sterling	☐	09
Bailey	☐	01	Dickens	☐	01	Hudspeth	☐	9/10	Milam	☐	07	Stonewall	☐	2/3
Bandera	☐	08	Dimmit	☐	08	Hunt	☐	2/3	Mills	☐	07	Sutton	☐	9/10
Bastrop	☐	07	Donley	☐	01	Hutchinson	☐	01	Mitchell	☐	2/3	Swisher	☐	01
Baylor	☐	2/3	Duval	☐	11	-I-			Montague	☐	2/3	-T-		
Bee	☐	11	-E-			Irion	☐	9/10	Montgomery	☐	6/5S	Tarrant	☐	2/3
Bell	☐	07	Eastland	☐	2/3	-J-			Moore	☐	01	Taylor	☐	2/3
Bexar	☐	08	Ector	☐	9/10	Jack	☐	2/3	Morris	☐	4/5N	Terrell	☐	9/10
Blanco	☐	07	Edwards	☐	08	Jackson	☐	08	Motley	☐	01	Terry	☐	01
Borden	☐	9/10	Ellis	☐	2/3	Jasper	☐	4/5N	-N-			Throckmorton	☐	2/3
Bosque	☐	07	El Paso	☐	9/10	Jeff Davis	☐	9/10	Nacogdoches	☐	4/5N	Titus	☐	4/5N
Bowie	☐	4/5N	Erath	☐	2/3	Jefferson	☐	6/5S	Navarro	☐	2/3	Tom Green	☐	9/10
Brazoria	☐	6/5S	-F-			Jim Hogg	☐	11	Newton	☐	4/5N	Travis	☐	07
Brazos	☐	07	Falls	☐	07	Jim Wells	☐	11	Nolan	☐	2/3	Trinity	☐	4/5N
Brewster	☐	9/10	Fannin	☐	2/3	Johnson	☐	2/3	Nueces	☐	11	Tyler	☐	4/5N
Briscoe	☐	01	Fayette	☐	07	Jones	☐	2/3	-O-			-U-		
Brooks	☐	11	Fisher	☐	2/3	-K-			Ochiltree	☐	01	Upshur	☐	4/5N
Brown	☐	2/3	Floyd	☐	01	Karnes	☐	08	Oldham	☐	01	Upton	☐	9/10
Burleson	☐	07	Foard	☐	2/3	Kaufman	☐	2/3	Orange	☐	6/5S	Uvalde	☐	08
Burnet	☐	07	Fort Bend	☐	6/5S	Kendall	☐	08	-P-			-V-		
-C-			Franklin	☐	4/5N	Kenedy	☐	11	Palo Pinto	☐	2/3	Val Verde	☐	08
Caldwell	☐	07	Freestone	☐	07	Kent	☐	2/3	Panola	☐	4/5N	Van Zandt	☐	4/5N
Calhoun	☐	08	Frio	☐	08	Kerr	☐	08	Parker	☐	2/3	Victoria	☐	08
Callahan	☐	2/3	-G-			Kimble	☐	9/10	Parmer	☐	01	-W-		
Cameron	☐	11	Gaines	☐	9/10	King	☐	01	Pecos	☐	9/10	Walker	☐	6/5S
Camp	☐	4/5N	Galveston	☐	6/5S	Kinney	☐	08	Polk	☐	4/5N	Waller	☐	6/5S
Carson	☐	01	Garza	☐	01	Kleberg	☐	11	Potter	☐	01	Ward	☐	9/10
Cass	☐	4/5N	Gillespie	☐	08	Knox	☐	2/3	Presidio	☐	9/10	Washington	☐	07
Castro	☐	01	Glasscock	☐	9/10	-L-			-R-			Webb	☐	11
Chambers	☐	6/5S	Goliad	☐	08	Lamar	☐	4/5N	Rains	☐	4/5N	Wharton	☐	6/5S
Cherokee	☐	4/5N	Gonzales	☐	08	Lamb	☐	01	Randall	☐	01	Wheeler	☐	01
Childress	☐	01	Gray	☐	01	Lampasas	☐	07	Reagan	☐	9/10	Wichita	☐	2/3
Clay	☐	2/3	Grayson	☐	2/3	La Salle	☐	08	Real	☐	08	Wilbarger	☐	2/3
Cochran	☐	01	Gregg	☐	4/5N	Lavaca	☐	08	Red River	☐	4/5N	Willacy	☐	11
Coke	☐	9/10	Grimes	☐	07	Lee	☐	07	Reeves	☐	9/10	Williamson	☐	07
Coleman	☐	2/3	Guadalupe	☐	08	Leon	☐	07	Refugio	☐	11	Wilson	☐	08
Collin	☐	2/3	-H-			Liberty	☐	6/5S	Roberts	☐	01	Winkler	☐	9/10
Collingsworth	☐	01	Hale	☐	01	Limestone	☐	07	Robertson	☐	07	Wise	☐	2/3
Colorado	☐	6/5S	Hall	☐	01	Lipscomb	☐	01	Rockwall	☐	2/3	Wood	☐	4/5N
Comal	☐	08	Hamilton	☐	07	Live Oak	☐	11	Runnels	☐	2/3	-Y-		
Comanche	☐	2/3	Hansford	☐	01	Llano	☐	07	Rusk	☐	4/5N	Yoakum	☐	01
Concho	☐	9/10	Hardeman	☐	2/3	Loving	☐	9/10	-S-			Young	☐	2/3
Cooke	☐	2/3	Hardin	☐	6/5S	Lubbock	☐	01	Sabine	☐	4/5N	-Z-		
Coryell	☐	07	Harris	☐	6/5S	Lynn	☐	01	San Augustine	☐	4/5N	Zapata	☐	11
Cottle	☐	2/3	Harrison	☐	4/5N	-M-			San Jacinto	☐	4/5N	Zavala	☐	08
Crane	☐	9/10	Hartley	☐	01	Madison	☐	07	San Patricio	☐	11			
Crockett	☐	9/10	Haskell	☐	2/3	Marion	☐	4/5N	San Saba	☐	07			

FORM A-2: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent: Hidalgo County

This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted. ***Except as indicated, complete and include each form, and be sure to indicate page number.***

FORM	DESCRIPTION	Included	Page #	Not Applicable
	Section II – Attachment A : Required for All Respondents			
A-1	Face Page - completed, signed & dated	√		
A-1:B	Title V Child Health & Child Dental Services, Texas Counties and Regions List behind A-1	√		☐
A-1:C	Title V Prenatal Medical & Prenatal Dental Services, Texas Counties and Regions List behind A-1	√		☐
A-2	Proposal Table of Contents and Checklist	√		
A-3	Administrative Information - with supplemental documentation attached, if required	√		
A-4	Exception Form	√		
A-5	Historically Underutilized Business (HUB) Forms including Subcontracting Plan and Progress Report			√
A-6	Child Support Certification (non-profit and governmental entities exempt)			√
A-7	Clinic Sites - complete a separate form for each clinic site	√		
A-8	Respondent Site Readiness	√		
A-9	Title V Fee for Services Program Assurances	√		
A-10	Respondent Background	√		
A-11	Assessment Narrative	√		
	Section II – Attachment B: Required for Child Health & Child Dental Services Respondents			
B-1	Contact Person Information	√		☐
B-2	Service Delivery Plan	√		☐
B-3	Ceiling Request and Performance Measures	√		☐
	Section II – Attachment C: Required for Prenatal Medical & Prenatal Dental Services Respondents			
C-1	Contact Person Information	√		☐
C-2	Service Delivery Plan	√		☐
C-3	Ceiling Request and Performance Measures	√		☐

FORM A-3: ADMINISTRATIVE INFORMATION

This form provides information regarding identification and contract history of the respondent, executive management, project management, governing board members, and/or principal officers. Respond to each request for information or provide the required supplemental document behind this form. If responses require multiple pages, identify the supporting pages/documentation with the applicable request.

NOTE: Administrative information may be used in screening and/or evaluating proposals.

Legal Business Name of Respondent: Hidalgo County

Identifying Information

1. **The respondent must attach the following information:**

   If a Governmental Entity

   - Ramon Garcia, Hidalgo County Judge 302 W. University Drive Edinburg, Texas 78539

   If a Nonprofit or For Profit Entity

   - Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members of the Board of Directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).
   - Full names (last, first, middle), and addresses for each partner, officer, and director as well as the full names and addresses for each person who owns five percent (5%) or more of the stock if respondent is a for-profit entity.

2. **Is respondent a nonprofit organization?**

   ☐ **YES** X **NO**

   If YES, respondent must include evidence of its nonprofit status with the proposal. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.

   ☐ (a) A copy of a currently valid IRS exemption certificate.

   ☐ (b) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the respondent organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.

   ☐ (c) A copy of the organization's certificate of information or similar document if it clearly establishes the nonprofit status of the organization.

   ☐ (d) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the respondent organization is a local nonprofit affiliate.

FORM A-3: ADMINISTRATIVE INFORMATION continued

Conflict of Interest and Contract History

The respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts include an existing or potential business or personal relationship between the respondent, its principal, or any affiliate or subcontractor, with DSHS, the Health and Human Services Commission, or any other entity or person involved in any way in any project that is the subject of this RFP. Similarly, any existing or potential personal or business relationship between the respondent, the principals, or any affiliate or subcontractor, with any employee of DSHS, or the Health and Human Services Commission must be disclosed. Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by DSHS that a conflict of interest exists, the respondent may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specifications or the RFP on which the bid is based.

3. **Does anyone in the respondent organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFP?**

   ☐ **YES** √ **NO**

   If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

4. **Will any person who received compensation from DSHS or Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFP participate financially with respondent as a result of an award under this RFP?**

   ☐ **YES** √ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

5. **Will any provision of services or other performance under any contract that may result from this RFP constitute an actual or potential conflict of interest or create the appearance of impropriety?**

   ☐ **YES** √ **NO**

   If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

6. **Are any current or former employees of the respondent current or former employees of DSHS or HHSC (within the last 24 months)?**

   ☐ **YES** √ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

7. **Are any proposed personnel related to any current or former employees of DSHS or HHSC?**

   ☐ **YES** √ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

8 **Has any member of respondent's executive management, project management, governing board or principal officers been employed by DSHS or HHSC 24 months prior to the proposal due date?**

☐ **YES** X **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

9. **If the respondent is a private nonprofit organization, does the executive director or other staff serve as voting members on the organizations governing board?**

☐ **YES** √ **NO**

10. **Is respondent or any member of respondent's executive management, project management, board members or principal officers:**
- Delinquent on any state, federal or other debt;
- Affiliated with an organization which is delinquent on any state, federal or other debt; or
- In default on an agreed repayment schedule with any funding organization?

☐ **YES** √ **NO**

If YES, please explain. (Attach no more than one additional page.)

11. **Has the respondent had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?**

☐ **YES** √ **NO**

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

12. **Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?**

☐ **YES** √ **NO**

If YES, please explain. (Attach no more than one additional page.)

13. **Has respondent had a contract with DSHS within the past 24 months?**

X **YES** ☐ **NO**

If YES, list the DSHS contract and attachment number(s):

DSHS Contract Number(s)	
2013-041204-001	2013-041204-005
2013-041204-002	2013-041204-006
2013-041204-003	2013-042404-001
2013-041204-004	2013-042399-001

If NO, respondent must be able to demonstrate fiscal solvency. *Submit a copy of the organization's most recently audited balance sheet, statement of income and expenses and accompanying financial footnotes. If an organization does not have audited financial statements, submit a copy of the organization's most recent IRS Form 990 and an explanation why an audited financial statement is not available. DSHS will review the*

documents that are submitted and may, at its sole discretion, reject the proposal on the grounds of the respondent's financial capability.

ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO FORM A-3, SHOULD BE INSERTED HERE.

FORM A-3-1: GOVERNMENTAL ENTITY
Authorized Officials
Legal Business Name of Hidalgo County

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

				Mailing Address (Incl. street, city, county, state, & zip):
Name:	Eduardo Olivarez			1304 S. 25th Ave.
Title:	Chief Administrative Officer			Edinburg, Hidalgo, Tx 78542
Phone:	956-383-6221	Ext. 223		
Fax:	956-383-3229			
Email:	eddie.olivarez@hchd.org			
Name:	Ivan Melendez			Mailing Address (Incl. street, city, county, state, & zip):
Title:	Chief Physician			1304 S. 25th Ave.
Phone:	956-383-6221	Ext. 235		Edinburg, Hidalgo, Tx 78542
Fax:	956-383-8864			
Email:				
Name:	Lydia Serna			Mailing Address (Incl. street, city, county, state, & zip):
Title:	Director of Nursing			1304 S. 25th Ave.
Phone:	956-383-6221	Ext.235		Edinburg, Hidalgo, Tx 78542
Fax:	956-383-8864			
Email:	lydia.serna@hchd.org			
Name:	Miguel Escaname			Mailing Address (Incl. street, city, county, state, & zip):
Title:	Chief Financial Officer			1304 S. 25th Ave.
Phone:	956-383-6221	Ext.222		Edinburg, Hidalgo, Tx 78542
Fax:	956-383-3229			
Email:	mike.escaname@hchd.org			
Name:				Mailing Address (Incl. street, city, county, state, & zip):
Title:				
Phone:		Ext.		
Fax:				
Email:				
Name:				Mailing Address (Incl. street, city, county, state, & zip):
Phone:		Ext.		
Fax:				
Email:				

FORM A-3-2: NONPROFIT OR FOR-PROFIT ENTITY
Board of Directors and Principal Officers
Legal Business Name of Hidalgo County

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).In addition, if entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock.

Name: N/A **Title:** **Phone:** Ext. **Fax:** **Email:**	**Mailing Address (incl. street, city, county, state, & zip):**
Name: **Title:** **Phone:** Ext. **Fax:** **Email:**	**Mailing Address (incl. street, city, county, state, & zip):**
Name: **Title:** **Phone:** Ext. **Fax:** **Email:**	**Mailing Address (incl. street, city, county, state, & zip):**
Name: **Title:** **Phone:** Ext. **Fax:** **Email:**	**Mailing Address (incl. street, city, county, state, & zip):**
Name: **Title:** **Phone:** Ext. **Fax:** **Email:**	**Mailing Address (incl. street, city, county, state, & zip):**

FORM A-4: EXCEPTIONS FORM

FORM E: EXCEPTIONS FORM

RFP # CHS/TV-0554.1

This is the approved format for the respondent to: (1) state that no exceptions are being made to the requirements, terms, conditions, or certifications in the RFP or attachments, addendums, or revisions to the RFP or General Provisions, or (2) list all exceptions to any requirements, terms conditions, certifications or deliverables in the RFP or General Provisions.

Respondent must submit this form with their response.

Instructions:

- If no exceptions are being requested to any issue of the RFP, respondent must check the 'no exception' box below and leave the table blank.
- If exceptions are being requested, use the table below and fill in all columns for each exception.
- Ensure the RFP section number and page number or the number of the term or condition of the issue is stated.
- Ensure each exception is described fully or by reference to the exact location within the proposal and/or general provisions.
- Ensure it is stated whether the exception is part of a proposal deliverable with a clear citation to the deliverable.
- Provide an explanation of why the exception is being proposed, and any alternatives being proposed to the issue in the RFP.
- Add more table lines as necessary.
- If more space for explanations or alternatives is reasonably needed, list the exception on this form and reference the attached page(s) – Ensure each attached page clearly identifies the line item it refers to.
- Any alternatives may also be embedded in the proposal narrative as appropriate to make the narrative clear, but in the proposal narrative the exception must be noted with the line item number on this form.

√ **If no exceptions are being requested, check this box and leave the table below blank**

FORM A-4: EXCEPTIONS FORM

RFP # *CHS/TV-0554.1*

TABLE OF EXCEPTIONS N/A

Exception No.	RFP Section No. and Page No. or no. of term or condition in the general provisions to which exception is requested	Full description of exception requested or reference to exact location of full description if found elsewhere in proposal and/or general provisions.	State if the exception is part of a proposal deliverable with a clear citation to the deliverable	Explanation of why the exception is being proposed and any proposed alternatives to the issue
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

FORM A-5: HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Rev. 02/12

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

❖ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- ☐ Section 2 c. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – No
- ☐ Section 4 – Affirmation
- ☐ GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

❖ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:**

- √ Section 1 – Respondent and Requisition Information
- √ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- √ Section 3 – Self Performing Justification
- √ Section 4 – Affirmation

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders contracts,***
- ***32.7 percent for all special trade construction contracts,***
- ***23.6 percent for professional services contracts,***
- ***24.6 percent for all other services contracts, and***
- ***21 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Please READ thoroughly when completing this HUB (HSP) Plan: you must: First, find the method that applies to you; see the HSP Quick Checklist to make this determination.

- If using Method B, you must comply with ALL sections of B3 and attach supporting documentation (e.g., notifications, emails, phone logs, etc.) with your bid response. If you are **awarded this contract**, you must notify all subcontractors of their selection as a subcontractor and provide a copy of the notification to the HUB Coordinator listed below within **10** days of receiving the contract award. DSHS HUB Coordinator Contact: shawn.constancio@dshs.state.tx.us

This contract is classified as an **Other Services** contract under the CPA rule, and therefore has a Statewide Annual HUB utilization goal of **24.6%** per fiscal year. **RFP# CHS/TV-0554.1**
Respondents may search for HUB subcontractors on the CPA Centralized Master Bidders List (CMBL), HUB Directory, which is located on the CPA website: http://www2.cpa.state.tx.us/cmbl/cmbllhub.html. For this procurement, DSHS has identified the following class and item codes for potential subcontracting opportunities: 615-ALL OFFICE SUPPLIES, GENERAL 410-ALL FURNITURE: HEALTH CARE, HOSPITAL AND/OR DOCTOR'S OFFICE
465-ALL HOSPITAL AND SURGICAL EQUIPMENT, INSTRUMENTS, AND SUPPLIES 475-ALL HOSPITAL, SURGICAL, AND MEDICAL RELATED ACCESSORIES AND SUNDRY ITEMS 948-ALL HEALTH RELATED SERVICES

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Hidalgo County Health & Human Services Department State of Texas VID #: 7460000717
Point of Contact: Eduardo Olivarez, Chief Administrative Officer Phone #: 956-383-6221
E-mail Address: eddie.olivarez@hchd.org Fax #: 956-383-3229

b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No

c. RFP #: CHS/TV -0554.1 DSHS RE: HUBD_028 Bid Open Date:

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - ***Yes***, I will be subcontracting portions of the contract. (If ***Yes***, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☒ - ***No***, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If ***No***, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	N/A	%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - ***No*** (If ***No***, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - ***No*** (If ***No***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION 2 SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

a. **This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b.** Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
	N/A	%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
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		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION 3 **SELF PERFORMING JUSTIFICATION (If you responded "*No*" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)**

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☑ - **Yes** (If *Yes*, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - **No** (If *No*, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

Form A-10

Form B-2

Form C-2

SECTION 4 **AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls***).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Ramon Garcia — Signature

Ramon Garcia — Printed Name

Hidalgo County Judge — Title

04/09/2013 — Date (mm/dd/yyyy)

REMINDER:

- If you responded "***Yes***" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "***No***" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.3

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13

Rev 02/12

HSP Good Faith Effort - Method A (HUB Attachment A)

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc***

SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** N/A

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
NA	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Rev 02/12

HSP Good Faith Effort - Method B (HUB Attachment B)

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc**

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: ____ **Description:** N/A

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, to continue to SECTION B-4.)

☐ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at **http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at **http://www.window.state.tx.us/procurement//cmbl/cmblhub.html**. HUB Status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐Yes ☐No
			☐Yes ☐No
			☐Yes ☐No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at **http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/**

d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐Yes ☐No
		☐Yes ☐No

Enter your company's name here: Hidalgo County RFP #: CHS/TV -0554.1

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: ____ **Description:** N/A

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
N/A	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%
	☐Yes ☐No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A **PRIME CONTRACTOR'S INFORMATION**

Company Name: _____ **State** _____

of Texas VID #: Point-of-Contact: _____ **Phone #:** _____

E-mail Address: _____ **Fax #:** _____

Section B **CONTRACTING STATE AGENCY AND REQUISITION INFORMATION**

Agency Name: _____

Point-of-Contact: _____ **Phone #:** _____

Insert Title & RFP# CHS/TV -0554.1 _____ **Bid Open Date:**

Section C	**SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION**
1. Potential Subcontractor's Bid Response Due Date:	[redacted]
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: - Not Applicable	
4. Bonding/Insurance Requirements: - Not Applicable	
5. Location to review plans/specifications: - Not Applicable	

TEXAS
Department of State Health Services

FORM A-6: CHILD SUPPORT CERTIFICATION
(Required for all Respondents EXCEPT Non-profit and Governmental Entities)

Child Support Certification

The Texas Family Code, §231.006, VTCA places certain restrictions on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified below is not a governmental entity or a nonprofit corporation and certifies to the following:

1. The contractor is: (check one)

   ☐ An individual or sole proprietor, or

   ☐ A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

2. The contractor certifies the following is a complete list of the names and social security numbers of either (A) the individual or sole proprietor who is the contractor or (B) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity: (attach additional sheet if necessary).

   (A) Printed Name: _____
   Social Security Number: _____
   (B) Printed Name: _____
   Social Security Number: _____

3. Under the Texas Family Code, §231.006, VTCA the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

4. Printed Name of Contractor: _____
   Printed Name of Authorized Representative: _____
   Signing this Certification: _____
   Signature of Authorized Representative: _____
   Date: _____

FORM A-6: CHILD SUPPORT CERTIFICATION GUIDELINES

Form A-6 is required by Texas Family Code, §231.006, and is designed to certify that anyone applying for funds under this RFP is not a child support obligor (a person who is more than 30 days delinquent). This form is applicable to for-profit corporations, sole proprietors, individuals and partnerships. This form is NOT applicable to Governmental entities and non-profit corporations. These types of entities do not need to complete the form.

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 1 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Edinburg Clinic										
Contact Person:	Laila De Leon					Phone:	956-318-2040				
Location of Site:	3105 E. Richardson					Fax:	956-316-3491				
Street Address:	3105 E. Richardson										
City:	Edinburg			County:	Hidalgo		Zip Code:	78541		HSR:	11
Pharmacy License #:	07182		TPI #: 139351611				NPI#:	1932146636			

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	Family Planning Intakes & Returns, Immunization	4
	Afternoon			TB Visits & Newborn Assessments	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Clinic, Immunization, & Family Planning	4
	Afternoon				
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Child Health Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Pregnancy Tests, Prenatal Intakes & Returns,	4
	Afternoon			Immunizations & Walk-Ins	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Family Planning Clinic, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 2 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Elsa Clinic										
Contact Person:	Rosa Laura Reyes						Phone:	956-262-1141			
Location of Site:	708 Edinburg St.						Fax:	956-262-7842			
Street Address:	708 Edinburg St.										
City:	Elsa			County:	Hidalgo		Zip Code:	78538	HSR:	11	
Pharmacy License #:	07182	TPI #: 139350609					NPI#:	1932146636			

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:00	Family Planning Intakes & Returns, Newborn Assessments & TB Visits	4
	Afternoon				
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:00	5:00	Prenatal Intakes & Returns, Family Planning & Immunizations	4
	Afternoon				
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:00	Child Health Clinic, Prenatal Clinic, Immunizations & Family Planning Rx's	4
	Afternoon				
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:00	5:00	Immunizations, Family Planning Rx's & Pregnancy Tests	4
	Afternoon				
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:00	5:00	Family Planning Clinic, Immunizations & Family Planning Rx's	4
	Afternoon				
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 3 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Hidalgo Clinic										
Contact Person:	Cecilia Lopez						Phone:	956-843-7463			
Location of Site:	702 Texano						Fax:	956-843-7762			
Street Address:	702 Texano										
City:	Hidalgo		County:	Hidalgo		Zip Code:	78557		HSR:	11	
Pharmacy License #:	07182	TPI #: 139350610				NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:00	Immunization, Family Planning Rx's & Newborn	4
	Afternoon			Assessments	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:00	Family Planning Intakes & Returns, Prenatal Clinic &	4
	Afternoon			Immunizations	
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:00	Child Health Clinic, Immunizations, Family Planning	4
	Afternoon			Clinic & Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:00	Family Planning Intakes, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Prenatal Clinic, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 4 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- McAllen Clinic										
Contact Person:	Norma Garza					Phone:	956-682-6155				
Location of Site:	300 E. Hackberry					Fax:	956-618-5979				
Street Address:	300 E. Hackberry										
City:		County:	Hidalgo			Zip Code:	78501	HSR:	11		
Pharmacy License #:	07182	TPI #: 139350605				NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	STD Clinic, Immunizations, TB Visits & Prenatal	4
	Afternoon			Intakes	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Intakes & Returns, Immunizations & Family	4
	Afternoon			Planning Rx's	
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Prenatal Clinic, Prenatal Intakes, Immunizations &	4
	Afternoon			Family Planning Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Family Planning Clinic, Immunizations & Walk-Ins	4
	Afternoon				
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Child Health Clinic, Family Planning Rx's,	4
	Afternoon			Immunizations & Walk-Ins	
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 5 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site):	Hidalgo County										
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Mission Clinic										
Contact Person:	211 N. Schuebach Rd. Ste. 1					Phone:	956-585-2461				
Location of Site:	211 N. Schuebach Rd. Ste.1					Fax:	956-585-7144				
Street Address:											
City:	Mission		County:	Hidalgo		Zip Code:	78572	HSR:	11		
Pharmacy License #:	07182	TPI #: 139350612				NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	Family Planning, Prenatal Intakes & Returns,	4
	Afternoon			Immunizations TB Visits & Walk-Ins	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Child Health Clinic, Prenatal Clinic, Immunizations	4
	Afternoon			Family Planning Rx's	
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Prenatal Clinic, Immunizations & Pregnancy Tests	4
	Afternoon				
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Prenatal Clinic, Immunizations & Family Planning Clinic	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Family Planning Clinic, Prenatal Intakes & Returns,	4
	Afternoon			Immunizations & Pregnancy Test	
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 6 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Pharr Clinic										
Contact Person:	Lilia Velasco					Phone:	956-787-1531				
Location of Site:	300 W. Hall Acres					Fax:	956-787-6310				
Street Address:	300 W. Hall Acres										
City:	Pharr		County:	Hidalgo		Zip Code:	78577		HSR:	11	
Pharmacy License #:	07182	TPI #: 139350604				NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	Family Planning Intakes, TB Visits, Immunizations	4
	Afternoon			Newborn Assessments	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Intakes & Returns & Immunizations	4
	Afternoon				
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Child Health Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Pregnancy Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:00	Family Planning Clinic, TB Visits & Immunizations	4
	Afternoon				
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: TITLE V CLINIC SITES

COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 7 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County											
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	DSHS FP	☐	PHC	☐	Epilepsy	☐	WIC	
	☐	FQHC	☐	FQHC Look-alike	√	Open Extended Hours					
	√	V – Child Health	√	V – Prenatal Medical							
	☐	V-Child Dental	☐	V – Prenatal Dental							
Subcontractor Site:	☐	Yes	√	No							
Clinic Name to Appear on Website Locator:	Hidalgo County Health & Human Services Department- Weslaco Clinic										
Contact Person:	Elva Murphy					Phone:	956-968-7541				
Location of Site:	1901 N. Bridge					Fax:	956-968-0085				
Street Address:	1901 N. Bridge										
City:	Weslaco		County:	Hidalgo		Zip Code:	78596		HSR:	11	
Pharmacy License #:	07182	TPI #: 139350607				NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	5:30	Family Planning Intakes, Immunizations & Prenatal	4
	Afternoon			Intakes & Returns	
	Evening (After 5 PM)	N/A			
TUESDAY	Morning	7:30	5:30	Prenatal Clinic & Immunizations	4
	Afternoon				
	Evening (After 5 PM)	N/A			
WEDNESDAY	Morning	7:30	5:30	Child Health Clinic, Immunizations & Family Planning	4
	Afternoon			Rx's	
	Evening (After 5 PM)	N/A			
THURSDAY	Morning	7:30	5:30	Family Planning Clinic, Prenatal Intakes & Returns;	4
	Afternoon			Immunizations	
	Evening (After 5 PM)	N/A			
FRIDAY	Morning	7:30	5:30	Family Planning Rx's, TB Visits, Immunizations &	4
	Afternoon			Newborn Assessments	
	Evening (After 5 PM)	N/A			
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health, Child Dental, Prenatal Medical, and Prenatal Dental Services	
√ Appointment scheduling on site	√ Site does client intake and/or eligibility determination
√ Child Health services provided on site	√ Prenatal Medical services provided on site
☐ Child/Adolescent Dental services provided on site	☐ Prenatal Dental services provided on site
√ Enrolled as a Texas Health Steps Provider	√ Enrolled as a CHIP Provider
☐ Enrolled as a Texas Health Steps Dental Provider	☐ Enrolled as a CHIP Dental Provider

FORM A-7: CLINIC SITE FORM INSTRUCTIONS

Complete a separate Clinic Site Form for each clinic site. Information provided on clinic site forms is used to update DSHS websites and public databases, therefore, each clinic form must contain current and accurate information.

Legal Name of Respondent	Respondent's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Service Area	List counties served by that specific clinic site, NOT all counties served by the whole project.
Funding Sources Used to Support this Clinic	From the sources listed, check all sources of funds used to support that specific clinic site.
Subcontractor Site	For each clinic site, indicate whether that particular site is subcontracted by the respondent to another entity for the provision of services.
Clinic Name to Appear on Website Locator	State the name of the clinic as it will appear on the DSHS website locator. (The name should be recognizable to clients.)
Contact Person	Name of contact person for that clinic site.
Phone	Phone number for the clinic.
Location of Site	Clinic location (e.g., Texas Medical Center/Smith Tower)
Fax	Fax number for the clinic.
Street Address	Physical address of clinic.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Pharmacy License #	Pharmacy license number for the clinic (if applicable); otherwise put N/A for Not Applicable.
TPI#	Texas Provider Identifier # for the clinic (if applicable), otherwise N/A.
NPI#	National Provider Identifier # for the clinic (if applicable), or N/A.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of each clinic site for each day of the week broken into morning (e.g., 8:00 a.m. – Noon), afternoon (e.g. 12:01 p.m. – 5:00 p.m.), and evening hours (e.g., 5:01 p.m. – 8:00 p.m.). Indicate days of the week when the clinic is closed (e.g. Tuesday – closed).
Services Provided/Clinic Type	List the type of services provided or type of clinic for each day of the week. For example, Monday = child health clinic, Wednesday = dental clinic, etc. **Legend** -CH-child health, CD-child dental, PM-prenatal medical, PD-prenatal dental.
# Monthly Clinics	List the total number of clinics each month by the day of the week, e.g., Monday = 4 clinics per month; Tuesday = 0 clinics per month, etc.
Total Hours/Month	List the total number of hours of operation per month for each clinic site (e.g., Clinic Site 1 = 128 hours per month; Clinic Site 2 = 160 hours per month, etc.)
Total # Clinics Per Month	List the total number of clinics held per month per clinic site (e.g., Clinic Site 1 = 16, Clinic Site 2 = 20, etc.)

PROGRAM SPECIFICS:

This section of the clinic site form includes questions related to specific DSHS programs. Check the appropriate boxes to indicate what specific services are provided at each clinic site. Services generally vary between clinic sites, so it is essential that accurate service information is reported by respondent in order for DSHS to appropriately monitor services provided. *Important: Any changes in clinic information must be reported in writing to the appropriate DSHS Contract Manager in a timely manner. Programmatic or operational changes must be made in accordance with requirements outlined in the DSHS General Provisions at http://www.dshs.state.tx.us/grants/gen-prov.shtm.*

FORM A-8: RESPONDENT SITE READINESS

Legal Business Name of Respondent: Hidalgo County

Appropriate signage to identify funded entity.	√	Y	☐	N
Space for clinical and administrative staff?	√	Y	☐	N
Computer systems with following minimum functionality:				
• Internet Browser – minimum Internet Explorer (IE) 8 or newer	√	Y	☐	N
• Microsoft Office – minimum Office 2007 Suite or newer	√	Y	☐	N
• Email Client	√	Y	☐	N
Locked storage for charts, records, medications and medical supplies	√	Y	☐	N
Proper disposal for medical waste	√	Y	☐	N
CLIA certification for level of tests performed	√	Y	☐	N
Handicap-accessible clinic sites that are geographically close to target population	√	Y	☐	N
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	√	Y	☐	N
Appropriate use of interpreter services and language translation (including resources for both).	√	Y	☐	N
Compliance with Americans with Disabilities Act (ADA) requirements	√	Y	☐	N
Extended hours and weekend hours for delivery of services, as appropriate.	√	Y	☐	N

FORM A-8: RESPONDENT SITE READINESS INSTRUCTIONS

Complete the Respondent Site Readiness Form per instructions below. Complete only one form to represent readiness for all clinic sites that will provide Title V services funded through this RFP.

RESPONDENT SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check if clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check if clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Computer systems with following minimum functionality:	This question determines whether responder has adequate computer functionality for clinic sites.
• Internet Browser (minimum IE 8)	Check if clinic computers have internet access (Yes/No).
• Microsoft office (minimum 2007 or newer)	Check if clinic computers have Office 2007 or newer (Yes/No).
• Email Client	Check if clinic computers have email access (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if respondent operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with Americans with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Extended hours and weekend hours for delivery of services, as appropriate.	Check if clinics offer extended hours (i.e., before 8 a.m. or after 5 p.m. on weekdays) and weekend hours that are appropriate for the clients served (Yes/No).

FORM A-9: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: Hidalgo County

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Department of State Health Services (DSHS) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.

2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.

3. Return 100% of any generated program income to the Title V program that generated the funds.

4. Provide services regardless of client's inability to pay.

5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.

6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.

7. Provide DSHS with access to all data gathered or generated.

8. Agree to share data/information generated by the project, within constraints of confidentiality, with DSHS, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.

9. Grant DSHS rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.

10. Make available for DSHS review, all promotional materials/media to be disseminated in conjunction with this Title V project.

11. Comply with all applicable Title V policies, procedures, and regulations.

12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.

13. Establish orientation and in-service training plan for all project personnel for skills

development and/or continuing education based on an assessment of training needs.

14. Ensure that Title V services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.

15. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.

16. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps module entitled "Overview of Best Practices and Children's Services" within 90 days of contract execution, and that RNs hired after contract execution complete the module within 90 days of hire.

Ramon Garcia
Authorized Signature

4/9/13
Date

APPROVED BY
COMMISSIONERS' COURT
ON: 4/2/13

FORM A-10: RESPONDENT BACKGROUND

Legal Business Name of Respondent: Hidalgo County

Respondent must provide a narrative description of its organization, staff, systems, and oversight structure (see RESPONDENT BACKGROUND GUIDELINES). Organizational charts, resumes/curriculum vitae, and job descriptions are to be placed following Form A-9 or at the end of the proposal and are not included in the page limit. A maximum of **two (2)** additional pages may be attached if needed for a total of three (3) pages.

1. The Hidalgo County Health and Human Services Department (HCHHSD) mission statement is to promote wellness and prevent disease to the residents of Hidalgo County. Historically, the Hidalgo County Commissioners Court has been and continues to be the governing body that oversees the operations of the HCHHSD. The Commissioners Court have and continue to support the HCHHSD financially to provide Prenatal & Child Health (MCH) services to the uninsured and underinsured residents of Hidalgo County.
2. The HCHHSD has provided MCH services virtually since it came into existence (early 1950's). The HCHHSD has and continues to receive local and state funds to provide and maintain the MCH services to meet the needs of the uninsured and underinsured residents of Hidalgo County. Although fund reductions have occurred thru the years, the HCHHSD continues to provide MCH services to as many clients as possible even after the Title V cap has been reached.
3. The organizational structure of the department begins with the Commissioners Court (the County Judge & 4 Commissioners) who oversee the county departments. The County Auditor functions along side of the Commissioners Court and oversees the financial functions of the County departments. The County's Budget Officer, who functions under the direction of the Commissioners Court, is the immediate supervisor for the HCHHSD Chief Administrative Officer. The HCHHSD Chief Physician is contracted by the Commissioners Court to serve as the County's Health Authority; and is the HCHHSD Chief Physician who approves the department's formulary and standing delegation orders for the clinical services provided by the department's practitioners and nurses. The Director of Nursing (DON) functions under the direction of the Chief Physician and Chief Administrative Officer; and ensures that services are provided according to the department and DSHS standards/standing delegations/policies at all the department clinics (7). Each department clinic is managed by an RN Supervisor who is under the immediate supervision of the DON & ADON. Overall, the Chief Administrative Officer, Chief Physician and Director of Nursing develop, implement and monitor the department's service delivery programs. The HCHHSD DON, under the direction of the Chief Administrative Officer, implements and monitors the department Billing Division. Currently the department utilizes TexMed Connect for the billing of services provided at the department clinics.
4. See Attachments
5. See Attachments

FORM A-10: RESPONDENT BACKGROUND GUIDELINES

Respondent must provide a narrative description of its organization, staff, systems and oversight structure in response to the following items, numbering them as indicated:

1. Provide an executive summary describing the organization's vision, mission and values statements, along with a description of how the board of directors is involved in the operations of the organization.

2. Describe past experience(s) providing Child Health, Child Dental, Prenatal Medical, and/or Prenatal Dental services. (Respondent only needs to address the Title V funded service or services for which they are applying.)

3. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the organization.

4. Provide a current organization chart and the resumes/curriculum vitae for the CEO, CFO, Medical Director[1] licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), Dental Director[2] licensed to practice dentistry in Texas (including his/her State of Texas Dental License Number), and Clinical/Program Director. The organization chart must include the appropriate oversight structure (e.g., Board, City Council, County Commissioners, etc.), CEO, CFO, Medical Director, Dental Director and a staffing structure that will support service provision. On the chart, identify the staff who manages clinic operations.

5. Provide job descriptions for the following key employees, i.e., Medical Director[3], Dental Director[4], Clinical/Program Director, eligibility and billing staff, and clinicians.

1 Medical Director is for Child Health and/or Prenatal Medical
2 Dental Medical is for Child Dental and/or Prenatal Dental
3 Medical Director is for Child Health and/or Prenatal Medical
4 Dental Medical is for Child Dental and/or Prenatal Dental

FORM A-11: ASSESSMENT NARRATIVE

Legal Business Name of Respondent: Hidalgo County

Respondent must provide a narrative description addressing each of the assessment items (see ASSESSMENT NARRATIVE GUIDELINES) associated with the services proposed in this proposal. A maximum of **four** (4) additional pages may be attached if needed for a total of five (5) pages).

1. Hidalgo County is a metropolitan area on the Mexican border that comprises of 1570 square miles. Hidalgo County has grown from 383,545 persons in 1990 to 746,764 in 2010 (as per US Census Bureau), an increase of an average of 5% annually, and, of which 18.0% are under 18 years of age. Most of this population is located in the middle southwest of the county. The county's residents comprise of 89.9% Hispanics and a third of the total migrant and seasonal farm worker population of Texas; and 29.6% of the people are foreign born and of which less than 50% of these persons are non-citizens. In Hidalgo County, the family income of less than 185% of the federal poverty guidelines, constitute up to 34.8% of the county's population (746,764); and, over half of these are single mother families with incomes below the federal poverty threshold. In addition, the number of women, ages 13 to 44 years of age, with family income of less than 185% of the poverty guidelines constitute up to 12% of the county population. Currently, the county's projected population by the end of 2015 will be higher than 1 million people; which supports the fact that the Mission, Edinburg and McAllen is the second fastest growing metropolitan area in the US (as per US Chambers website).Other current characteristics of the county include having over 900 colonias, 15 school districts, 22 high schools, 36 middle schools and 134 elementary schools; 43 head start centers, and, over 100 childcare faculties; all of which are located through out the county.

   In Hidalgo County, according to DSHS CHS in 2010, a total of 174,390 children under the age of 18 were enrolled in Medicaid and 19,598 enrolled in CHIP. As per the 2010 census, the uninsured is 42% of the county's population (746,764); and, 30.8% are below the poverty level compared to the state's 16.0%. The per capita personal income for Hidalgo County is 19,721 compared to the state's 37,809.

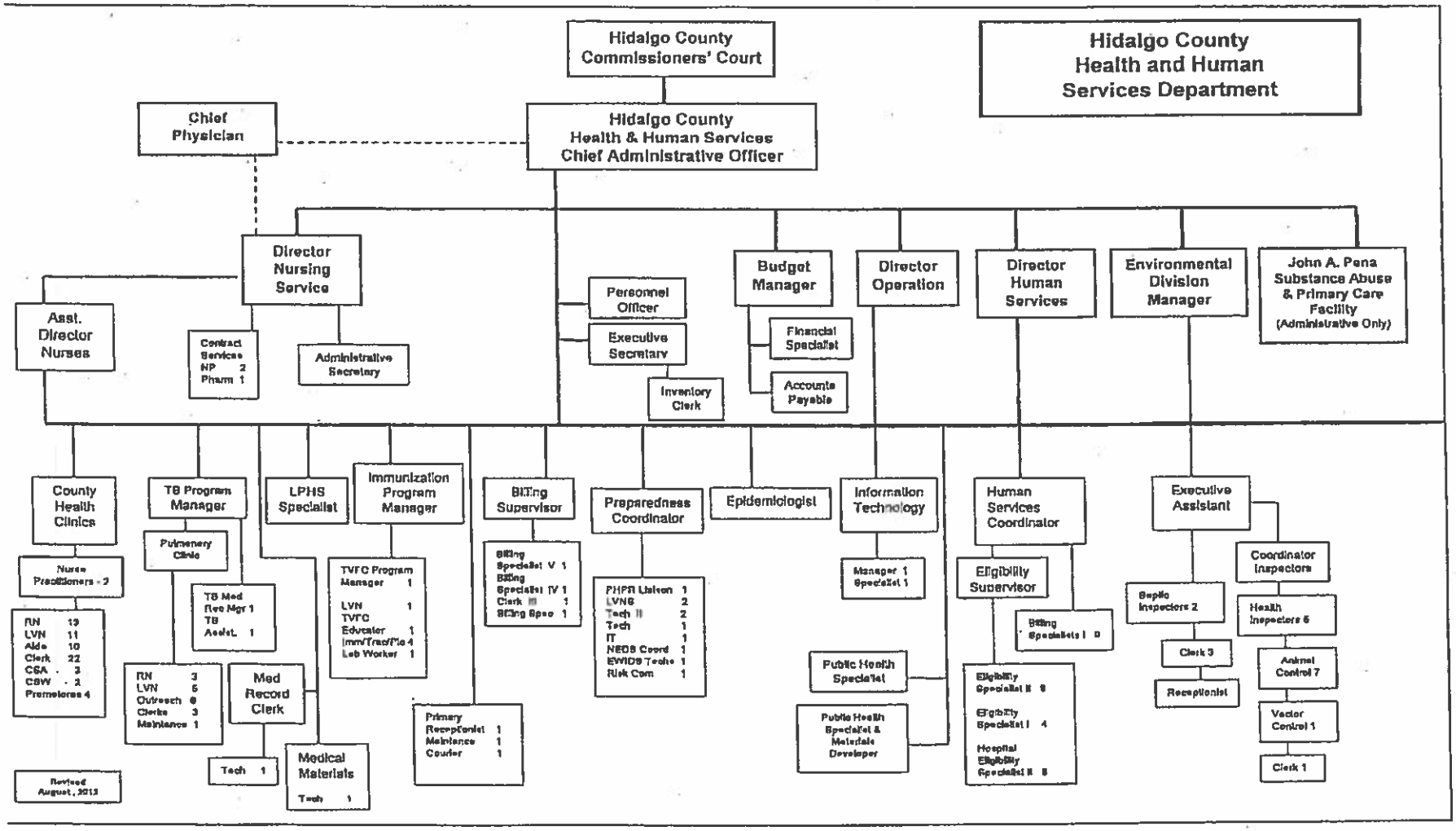
   In addition, as of 2008 DSHS Vital Statistics for the Hidalgo County, births to adolescents less than 18 years of age comprised of approximately 1116 per year; and, of the overall 17,137 pregnancies, 56.8% received prenatal care within the first trimester. Also, the low birth weight for the county constitutes 7.9% compared to the states 8.4%. The overall top health issues in the county include tuberculosis, diabetes, cardiovascular and cancer disease, and sexually transmitted diseases. In addition, Hidalgo County's fetal death rate (in 2008) was 6.6 compared to the states 5.6. These health issues contributes to the overall large high risk population in Hidalgo County.

2. The service area for Hidalgo County comprises of 1570 square miles. The HCHHSD clinics are geographically located thru out the county to provide client accessibility. The target population consist of uninsured and underinsured pregnant women, adolescents and children. A total of 34.4% of the population are children under 18 years old identified in the 2010 census for Hidalgo County; 45.1% of these children live in poverty and 20% are uninsured. Also, 1,041 births to adolescent (13 yr. to 17 yr.) were reported in Hidalgo

County in 2010. Adolescents and children in the County are burdened by some of the vaccine preventable diseases such as Pertussis, Hepatitis A and Varicella. In addition, the pregnant women served by the HCHHSD are burdened with underlying conditions such as, cardiovascular disease, cancer, diabetes & tuberculosis. These health problems contribute to the large high risk population. Historically, the HCHHSD has provided and continues to provide prevention health services such as prenatal care, Well Child TX Health Steps exams, Immunizations, Family Planning, STD Tx, and Tuberculosis prevention and control. In calendar year 2012, the department provided services to 1,500 prenatal clients, 500 children, 50,000 vaccines to children and adults, 2,800 family planning clients, 9,310 Tuberculosis clients and 100 case management clients. Overall, the department clinical staff conducted approximately 56,449 client encounters for 2012.

3. Due to the increase in population and ever increasing immigration issues, the lack of resources, affordable insurance, and other paid sources are the primary barriers. The ever increasing indigent population of Hidalgo County has also had to endure the diminishing health care provided by the HCHHSD. The HCHHSD had ten clinics through out the county, however, as a result of state and federal fund cuts, the department has had to close three clinics and reduced nursing staff by 30% in the past eight years. In addition, the increasing immigration of other than Mexican's (OTM's) will continue to make this area a significant barrier. A growing issue which cause a significant problem is the lack of transportation. The Hidalgo County area does not have public transportation nor any form of mass transit. Many of the families in need of service can not afford to buy or maintain a vehicle. A continued concern is the price of fuel and health care. With the continued DSHS financial assistance and support, the HCHHSD can continue to provide MCH services to the uninsured and underinsured at the seven health clinics located throughout Hidalgo County.

4. The HCHHSD is the only Title V provider for Prenatal Care and Child Health Services to the uninsured and underinsured women and children in Hidalgo County. In Hidalgo County, there are some FQHC's that provide some primary health care and limited prenatal services; however, no other clinic provide on-going prenatal and child health services even after state funds are exhausted free of charge. Although the department screens all clients for a co-payment, no one is refused services due to the inability to pay. The HCHHSD networks on an on-going basis with local providers (i.e. FQHC's) in referring uninsured and underinsured clients for primary health care services. It is worth repeating that with the continued DSHS financial assistance and support, the HCHHSD can continue to provide essential prenatal care and child health services to the uninsured and underinsured in Hidalgo County.


Hidalgo County Commissioners' Court
Hidalgo County Health and Human Services Department
Chief Physician
Hidalgo County Health & Human Services Chief Administrative Officer
Director Nursing Service
Asst. Director Nurses
Contract Services NP 2 Pharm 1
Administrative Secretary
Personnel Officer
Executive Secretary
Inventory Clerk
Budget Manager
Financial Specialist
Accounts Payable
Director Operation
Director Human Services
Environmental Division Manager
John A. Pena Substance Abuse & Primary Care Facility (Administrative Only)
County Health Clinics
Nurse Practitioners - 2
RN 13
LVN 11
Aide 10
Clerk 22
CSA - 3
CSW - 3
Promotores 4
TB Program Manager
Pulmonary Clinic
TB Med Rec Mgr 1
TB Assist. 1
RN 3
LVN 5
Outreach 6
Clerks 3
Maintenance 1
Med Record Clerk
Tech 1
LPHS Specialist
Medical Materials
Tech 1
Immunization Program Manager
TVFC Program Manager 1
LVN 1
TVFC Educator 1
Imm/Traffic 4
Lab Worker 1
Primary Receptionist 1
Maintence 1
Courier 1
Revised August, 2013
Billing Supervisor
Billing Specialist V 1
Billing Specialist IV 1
Clerk III 1
Billing Spec 1
Preparedness Coordinator
PHPR Liaison 1
LVNS 2
Tech II 2
Tech 1
IT 1
NEDS Coord 1
EWIDS Techs 1
Risk Com 1
Epidemiologist
Information Technology
Manager 1
Specialist 1
Public Health Specialist
Public Health Specialist & Materials Developer
Human Services Coordinator
Eligibility Supervisor
Billing Specialists I 3
Eligibility Specialist II 9
Eligibility Specialist I 4
Hospital Eligibility Specialist II 5
Executive Assistant
Septic Inspectors 2
Clerk 3
Receptionist
Coordinator Inspectors
Health Inspectors 6
Animal Control 7
Vector Control 1
Clerk 1

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title: Chief Administrative Officer **FLSA Status:** Exempt

Dept. Code: 340 **Civil Service Status:** Exempt

SUMMARY:
Under general and policy direction performs highly responsible administration, coordination, and liaison activities for multiple health programs. Responsible for planning, organizing, implementing and directing the County Health Department to effectively and efficiently accomplish the mission of the Department. Establishes, maintains and directs the activities of health education and promotion, environmental quality and health, disease prevention and control, health protection and promotion through media, grants and contracts, information management, intergovernmental policy and planning, budgeting and accounting, and staff management and development. Works closely with County Health Authority, Commissioner's Court, and other public officials and health professionals on matters of the public's health and reports significant events, data and concerns on a periodic and as needed basis. Provides executive leadership, management and coordination for the Hidalgo County Health Department. Reports directly to the Commissioner's Court and works closely with other elected officials and policy making bodies. Organizes and facilitates interactions between the County Health Department and other County Departments and external groups and constituents. Fosters the creation of tactical and long range plans to further the objectives of the County's strategic plan. Travel required.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Facilitates communication and interaction among Health Supervisors and other County Departments as well as external groups;
- Facilitates the setting of performance objectives, monitors performance objectives, and evaluates the performance of each program in the Department;
- Makes recommendations to the Commissioner's Court on critical issues in the Department;
- Develops and promotes the organization of successful teams to plan and accomplish major objectives;
- Conducts evaluations and analysis of various issues;
- Develops individual performance plans, monitors performance, and formally evaluates the performance of Program Supervisors in the Department;
- Hires and takes appropriate disciplinary action with Program Supervisors, with approval of Commissioners' Court;
- Works with other public entities to coordinate service delivery, improve impact of programs and/or ensure the overall mission of the Health Department is being accomplished in the community;
- Prepares final budget summary for submission to the Commissioners Court;
- Reviews the Budget on a continuous basis in order to provide feedback to the Programs on their progress;
- Provides policy decisions for the Department through everyday decisions;
- Responsible for the separate contracts and grants negotiated with various Government and private providers of services;
- Controls the purchasing of supplies and equipment to ensure budget compliance;
- Responsible for managing the Health Department building through coordination with Buildings and Grounds for housekeeping, maintenance, and utility services;

- Responsible for maintaining control of equipment assigned to the Department;
- Coordinates all outreach activities through supervision of the program managers;
- Researches grant programs and develops grant and/or proposal writing;
- Performs liaison and coordination tasks with Federal, State and local agencies, organizations and association;
- Prepares and monitors department program(s) budget and reports;
- Works in developing and implementing a strategic plan for planned approach to community health in Hidalgo County;
- Responds to complaints and requests from citizens and physicians;
- Plans for public health needs in communities and develops programs to meet those needs;
- Makes presentations to community organizations;
- Maintains up-to-date knowledge of public health issues and management techniques through formal training and reading of literature;
- Evaluates current delivery of health services;
- Hires, trains, disciplines, terminates and evaluates the performance of staff;
- Develops and directs special programs against communicable and other diseases;
- Prepares or reviews and approves a variety of reports;
- Performs a variety of administrative duties related to state, county, and federal funding of programs within the health department;
- Serves as public health liaison to other health providers in the community;
- Conducts on-site review audits of quality and quantity aspects of programs and clinics;
- Ensures that programs comply with State and Federal guidelines, standards, and regulations;
- Arranges continuing education opportunities to promote staff growth and development;
- Performs other related duties.

ADDITIONAL DUTIES AND RESPONSIBILITIES:

- Radiation Safety/Health Officer
- Chief Sanitarian
- South Texas Hospital Oversight Committee
- TDH Long Range Planning Committee
- Hidalgo County Veteran's Advisory Board
- TCID Oversight committee
- Advisory Board School of Public Health, University Texas Houston

EDUCATION AND EXPERIENCE:

- Graduation from an accredited college or university with a Bachelor's Degree in Health Care Administration , Business Administration, Public Administration or related field;
- A Master's Degree in Public Health or Public Administration is preferred but not required;
- A minimum of five (5) years experience at the senior executive level of a corporation or public entity;
- In addition, three (3) years of experience in supervising or managing a preventive health services program;

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License
- Must be able to be insured by County Insurance carrier

OTHER SKILLS AND ABILITIES:

- Knowledge of public health principles and practices, laws and regulations; management information systems; social marketing strategies; public and private insurance; current social and scientific concepts and trends in field(s) related to the health service area; civil service systems; organizational development; model building and systems analysis; city,

county, state, and federal organization, administration, and relations; community problems and resources and epidemiology of communities;

- Ability to report and correspondence writing; implementing change; conflict and problem-solving; motivating employees; public speaking leadership (formal and informal); consulting consensus-making; and delegating duties to subordinates;
- Ability to bring concensus or lead on various problems, issues, goals, etc.;
- Demonstrated ability to develop creative programs which increased efficiency and effectiveness;
- Demonstrated ability to conduct research and evaluation of programs and resources.
- May be required, and must have ability, to work more than 40 hours during the workweek.

Goals and Objective:

- Assure that prevention and Health Promotion are integral parts of all services.
- To intervene in the most significant identified consumer, environmental, occupational, and community hazards by 2001. Example: Food and Water Safety
- To decrease the level of preventable diseases, injuries, conditions, and deaths to within 75% of Healthy Texas 2000 Objectives. Example: Shots Across Texas/Immunization Clinics; Rabies Vaccine Clinics; TB Prevention and Control Communicable Disease Control Surveillance Chronic Disease Education & Outreach Early Prenatal Care Education & Outreach.
- Assure availability of highest quality services to all Hidalgo County residents across the care continuum.
- To ensure that health care clinics meet state and federal regulations and that all health care professionals who are licensed/certified, meet and abide by all applicable department and state regulations.
- To provide an orientation program to new employees, and provide staff development opportunities consistently.
- To provide continuous and adequate monitoring of all personnel providing services.
- Minimize disparities in health status among all populations.
- Provide increased access to quality preventive and comprehensive diagnostic/treatment services for eligible clients by maximizing the use of primary prevention, early detection, and management of health care. Example: Prenatal Services; Family Planning Services; Teen Parenting Services; Texas Health Steps; STD Clinic.
- Ensure that the consumer is the focus of all public health policy and service delivery decisions.
- Consumer satisfaction will be measured and used as an outcome in the delivery of all public services.
- An advisory committee with consumer participation will be implemented and utilized to address community health issues

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee

encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:

Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Director of Nursing	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
The Director of Public Health Services functions under the direction of the Department Chief Administrative Officer and in collaboration with the Chief Physician. Functions as a public health program specialist and supervisor to eight (8) clinic sites, including personnel assignments, training and hiring. Is responsible for analyzing, developing, implementing and coordinating new and existing programs (Title V, MCH, TB, Immunization, Family Planning & Community Health OPH). Maintains Quality Assurance of existing programs, record keeping, and filing of all necessary reports both to County and Department of State Health Services. Establishes, maintains and directs the activities of public health education and promotion and disease prevention and control in the community. Schedules and staffs specialty community clinics; and supervises Central Office personnel associated with those clinics including but not limited to Family Planning, Prenatal, _____ Health TB, Immunizations and Communicable Diseases and the reporting of these clinics. Writes new and renewal grant applications in coordination with Budget Officer.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, the Director of Nursing must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Provides administrative services that include delegation of work appropriate throughout the eight (8) clinics. Reviews and evaluates reports of programs that are implemented. Develops and maintains acceptable methods of recording and reporting that provide proper service control, uniform accounting and measurement of program results (i.e. Performed Based Objective Committees).
- Assists in development of policies and procedures by utilizing existing program guidelines/standards. Shares responsibility for quality assurance programs. Responsible for staff development of nursing service personnel. Devises tools and methods of assessment of knowledge and skill areas of nursing personnel. Responsible for recruiting personnel and making recommendations for selection and assignments.
- Supervises the required OPH grant scope of work targeting prevention of cardiac and cancer disease. Assures quarterly reports are submitted to DSHS as scheduled.
- Writes & submits grants renewals in coordination with Budget Officer yearly. Applies for new grants as approved by CAO.
- Responsible for the oversight of the TB & Immunization Programs.
- Supervises the Billing Division staff to assure proper billing of services.
- Responsible for the over sight of the processing and submissions of the Health Managed Care (HMO's) applications.
- Will assist with special projects and/or pilot programs which are requested by the state or the CAO.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:

- Licensed to practice as an RN in Texas, plus
- 10 yrs or more experience as a Director of Nursing in public health, plus
- 10 years or more experience in community health grant writing
- 20 years or more experience of full time paid employed as a practicing RN in a supervisory capacity in Public Health.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of professional nursing theory, nursing process, including cultural social and economic forces in family, community and group dynamics. Broad knowledge of principles and practices in management, supervision and intra disciplinary collaboration. Knowledge of organizational structure, administrative process, and projected program expectations. Ability to communicate in oral, written form. Ability to apply principles of leadership, education, long range planning and evaluation. Ability to perform essential job functions with or without reasonable accommodations.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk, sit, use hands and fingers, handle or feel objects tools or controls, reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may be required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

Revised 04/01

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title: Practitioner **FLSA Status:** Exempt

Dept. Code: 340 **Civil Service Status:** Non-Exempt

SUMMARY:
Provides public health nursing services in the Hidalgo County Health Department Clinic under the direction of the Chief Physician and Director of Nursing. Participates in assessing, planning, coordinating, implementing and evaluating public health nursing services to individuals, families and communities. Provides Family Planning, Prenatal, STD, tuberculosis and Adult Health services in the Hidalgo County Health Department Clinics, in the capacity of a Nurse Practitioner.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities..

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Provides Family Planning, Prenatal and Adult Health nursing services under the direction of the Chief Physician and Director of Nursing. Provides assessments and treatments on STD clients under the direction of the Chief Physician.
- Provides TB services under the direction of the TB Physician, and/or Chief Physician, to TB suspects/cases and LTBI's as per DSHS TB Program guidelines.
- Complies with DSHS Title V, Family Planning, Maternity and Child Health program standards that are provided in accordance with DSHS Title V policies and procedures. Also, complies with CDC STD and department STD protocols/standards. Participates in discussions to promote efficiency in clinic services.
- Collaborates with the RN Clinic Supervisor, Director of Nursing and Chief Physician, as well as other health care providers, professionals and community representatives in assessing, planning, implementing and evaluating programs of community health.
- Provides staff development activities as assigned.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- Formal education and training as Registered Nurse and recognized as a Family Nurse Practitioner by the Texas Board of Nurse Examiners in a specialty approved for use in the Texas Department of Health, plus three (3) years of full-time experience as a Nurse Practitioner.

CERTIFICATIONS, LICENSES, REGISTRATIONS:

- Certified as a family nurse practitioner
- Licensed to practice as a Registered Nurse in Texas.
- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:
- Knowledge of professional nursing theory, nursing process, nursing services and advance clinical skills, Pharmacy Act, Medical Practice Act., Nurse Practice Act., legal

implications of the advanced practice of nursing, state and federal laws and health codes which effect patient/client care. Knowledge of principles of teaching and learning.

- Skills in communication. Advanced skills in assessment of families, individuals and communities. Skill in providing primary care. Skill in counseling and educating persons concerning their health needs.
- Ability to functions in the expanded role of a Nurse Practitioner specialty, utilize supervisory and consultative skills, and may function as a resource person and role model. Uses the nursing process to document findings approximately and refer for further services as indicated.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

SPECIAL INSTRUCTIONS AND/OR REMARKS:

- Bilingual required (English/Spanish);
- Able to provide services in other assigned clinics as needed;
- Willingness to work unusual hours as needed.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title: RN Clinic Supervisor **FLSA Status:** Exempt

Dept. Code: 340 **Civil Service Status:** Non-Exempt

SUMMARY:
Performs responsible public health services and supervises the professional and ancillary staff working under their direction. Responsible for analyzing, developing, implementing, and coordinating public health nursing services. Works under the direction of the ADON, DON and Chief Physician.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Provides comprehensive public health services to clients requiring professional nursing services in clinics and home settings. Works under the supervision of the ADON, DON and Chief Physician;
- Provides administrative services. Assures that the clinic services meet DSHS and HCHHSD standards and are provided in accordance with the HCHHSD policies and procedures. Is responsible for comprehensive and accurate collection of statistical nursing data. Is responsible for quality assurance of client records and laboratory specimen collection. Assures that accurate inventory supplies/medications/vaccines are kept to avoid expiration. Assures that her/his assigned reports are submitted by due dates;
- Supervises the staff of his/her assigned HCHHSD clinic. Is responsible for compliance with DSHS and HCHHSD personnel policies and performance evaluations. Supervises maintenance of the physical facility;
- Collaborates with the Director of Nursing, WIC Nutritionist, TB Program Coordinator, as well as other health care providers, professionals, and community representatives in assessing, planning, implementing and evaluating programs for community health.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- Currently licensed in the State of Texas as a Registered Nurse
- Formal education and training as an RN plus one year of full-time employment as a practicing RN.

CERTIFICATIONS, LICENSES, REGISTRATIONS:
- Licensed to practice as an RN in Texas.
- Current CPR certification;
- Certification for Pedi Assessments, and HIV counselor is a plus;
- Employee must have proof of a Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:
- Knowledge of professional nursing theory, nursing process, nursing sciences and clinical skills;

- Knowledge of Public Health Case/Management skills; skilled in assessment of clients with complex health problems; communicate effectively orally and in writing; incorporate principles and teaching, planning and evaluations in case/management.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

SPECIAL INSTRUCTIONS AND/OR REMARKS:

- Bilingual required (English/Spanish);
- Able to provide services to other assigned clinics as needed;
- Willingness to work unusual hours as needed.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and DSHS based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing

- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title: Billing Supervisor **FLSA Status:** Non-Exempt

Dept. Code: 340 **Civil Service Status:** Non-Exempt

SUMMARY:
Under the direction of the Director of Nursing, will interpret and implement agency eligibility guidelines according to DSHS contract requirements. Develops & Implements billing procedures for billing of Maternity, Family Planning, TxHealth Steps, Immunizations, Case Management and TB services in accordance to proper payor source such as Medicaid, Medicare & Title V eligible clients. Supervises Billing Division Staff to assure proper billing of services & lab submission. Provide technical assistance and training for both supportive and professional staff in eligibility and billing procedures. Responsible for Medicaid, Medicaid HMO's, & Medicare HMO's credentialing application process. Maintains knowledge current on programs & HMO's updates/changes.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Interprets and implements agency's eligibility guidelines and billing procedures according to DSHS yearly contract requirements in the billing of Maternity, Family Planning, Child Health, Case Management, and other allowable services;
- Implements billing procedures for billing of Maternity, Family Planning, TxHealth Steps, Immunizations, Case Management, and TB services as needed in accordance with NHIC to Medicaid eligible clients;
- Assures the clinics properly bill for all program services(to include all lab screens); assures the clinics Co-Pay collection procedures are implemented correctly;
- Keeps accurate records of NHIC payments for services rendered;
- Conducts QA on all Lab statements & ensures proper billing before submitting to accounts payable.
- Assures monthly cumulative collection reports are compiled by Billing Division Personnel and dispersed accordingly;
- Completes and maintains current all applicable HMO's credentialing applications.
- Maintains knowledge of updates on all programs & HMO's, & ensures all Billing & clinic staff are trained & updated as applicable.
- Provides technical assistance and training for both supportive and professional staff in program eligibility and billing procedures as requested;
- Assures all Case Management Program billing procedures are followed.
- Other duties: Participates in conducting job interviews for both professional and supportive staff. Participates in Quality Assurance In-house monitoring activities. Attend program related workshops and in-service.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- Bachelor's Degree in Business, accounting, Health Administration or related field from an accredited college or university; and
- Four (4) years full-time experience in public health or health related program administration or delivery may be substituted for college education.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of Medicaid/Medicare claims payments, provider enrollment and billing procedures;
- Knowledge of Medicaid eligibility services and other related programs;
- Knowledge of DSHS Title V program goals, and provider requirements;
- Ability to teach and train both professional and non-professional staff on program eligibility and billing procedures;
- Ability to communicate effectively orally and in writing;
- Ability to interpret, develop and implement program policies and procedures.
- Ability to readily adapt to program changes and additional work related responsibilities.

SPECIAL INSTRUCTIONS AND/OR REMARKS:

- Able to provide services to other assigned duties as needed;
- Required to work other than normal or scheduled hours including weekends and holidays

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly

- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

HIDALGO COUNTY
HEALTH CLINIC DEPARTMENT

Job Title:	Clerk III (Clerk Manager)	**FLSA Status:**	Non-Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs receptionist & minor secretarial duties which involve compiling & tabulating data, opening records, registering clients, keeping appointment schedule, recording, sorting & dispatching incoming & outgoing mail. Screens telephone calls and gives basic information requiring knowledge of agency functions. Works is performed according to established procedures. As Clerk Manager, supervises clerical support staff and assures all reports are compiled and submitted to C.O. on schedule. Assures that all billing is completed correctly & on a timely manner. Completes performance evaluations on clerical support staff. Works under the supervision of the R.N. Supervisor and Billing Supervisor.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Supervises clerical support staff. Works under the immediate supervision of the RN Supervisor and in collaboration with the Billing Supervisor. Works in collaboration with all clinic staff in providing efficient and safe services to all clients. Is responsible for support clerical staff performance evaluations.
- Performs clerical duties: Greets clients in person & by telephone courteously. Secures appointment to new & return clients. Reschedules appropriately. Provides basic information requiring knowledge of agency functions.
- Performs duties before & during clinic: Opens records using proper forms with all necessary data. Completes all client information in Core 1. Screens clients for eligibility according to department screening procedures. Updates client information on return visits appropriately. Calls clients the day before clinic to remind them of appointment for all services.
- Duties after Clinic: Indexes all new records opened in the master indexed & in current software program. Reviews client registration list for completion. Compiles & completes Co-Pay report at end of each day. Files all records back in file. Performs data entry for all programs. Follows up pending Medicaid.
- Other duties: Order office supplies, records, & forms for all services on a timely manner. Posts all lab reports reviewed & initialed by RN. Pulls all abnormal reports with records for nurses to follow-up. Assures that mail co-pay, & lab specimens are mailed out on time & to proper destination. Submits financial and statistical reporting documents to C.O. on scheduled dates. Follows channel of command for problems.
- Other duties as assigned.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED certificate, plus three (3) years experience on similar work preferably in a Public Health setting.

CERTIFICATIONS, LICENSES, REGISTRATIONS:
- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Basic clerical/secretarial skills;
- Ability to communicate effectively orally and in writing;
- Ability to plan work and meet deadlines;
- Skills on computer data entry (Windows, TWICES, Word Processing);
- Ability to perform cashier and bookkeeping work;
- Basic supervisory skills;
- Ability to screen clients for program eligibility using correct software.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

SPECIAL INSTRUCTIONS AND/OR REMARKS:
- Bilingual required (English/Spanish);
- Able to provide services to other assigned clinics as needed;
- Willingness to work unusual hours as needed.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:
Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:
- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others

- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

FORM A-11: ASSESSMENT NARRATIVE GUIDELINES

Specifically address each of the assessment items listed below associated with the services proposed in this proposal, numbering them as indicated. Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form.

1. Provide brief synopsis of the community as a whole describing in general:
    a. Geographic boundaries (urban or rural, physical environment);
    b. General demographic data (age, gender, ethnicity, etc.);
    c. General socioeconomic data (per capita income, poverty levels, uninsured/underinsured, unemployment, occupational data, etc.); and
    d. General description of community-wide health status (e.g., low birth weight, obesity of children, adolescents and pregnant women, immunization rate, and morbidity/mortality statistics).

2. Describe the target population(s) including:
    a. Geographic service area;
    b. Characteristics of target population (including demographic and socioeconomic data specific to each population);
    c. Target population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
    d. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).

3. Describe gaps in resources and potential barriers to improving health status.

4. Describe any other characteristics of the population(s) you propose to serve or of the proposed service area(s) which make Title V support particularly important?

Section II
Attachment B

Title V Child Health & Child Dental Services Forms

To Be Completed by Child Health & Child Dental Services Respondents Only

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD HEALTH SERVICES

Legal Business Name of Respondent: Hidalgo County

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Performance Management Unit.

Executive Director:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	eddie.olivarez@hchd.org	
Medical Director:	Ivan Melendez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Physician	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	N/A	
Program Coordinator:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director of Nursing	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	lydia.serna@hchd.org	
Financial Officer:	Miguel Escaname	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Financial Officer	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.222	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	mike.escaname@hchd.org	
Quality Assurance Contact:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director of Nursing	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	lydia.serna@hchd.org	
Public Information Contact*:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	eddie.olivarez@hchd.org	

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-1: CONTACT PERSON INFORMATION
TITLE V CHILD DENTAL SERVICES

Legal Business Name of Respondent: N/A

*This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the **Performance Management Unit.***

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM B-2 SERVICE DELIVERY PLAN FOR CHILD HEALTH AND CHILD DENTAL SERVICES

Legal Business Name of Respondent: Hidalgo County

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

1. The Hidalgo County Health and Human Services Department will continue to provide Child Health services to uninsured and underinsured clients at all seven (7) clinics located throughout Hidalgo County. The department does not propose to provide Child Health services outside the Hidalgo County area.
2. The Hidalgo County Health and Human Services Department (HCHHSD) has provided Child Health services for more than 30 years to the indigent residents of Hidalgo County. Besides state funds (DSHS), the HCHHSD also receives local funds (County) to support Child Health services. The HCHHSD funds are monitored closely by the Chief Financial Officer to ensure Child Health services are provided on an ongoing basis each year. The HCHHSD will continue to provide the existing Child Health services during FY 2014. The HCHHSD conducts Child Health services under the guidance of a Chief Physician. The Chief Physician and Practitioners update the department's standing delegation orders yearly; and provide staff education and quality assurance activities on an on going basis to all nursing staff.
   The HCHHSD has 7 clinics throughout the county that facilitate client accessibility for Child Health services. Each clinic is staffed with RN's, LVN's and support staff. The Chief Physician and Practitioners are accessible to the clinic nurses to ensure Child Health services are provided to clients safely, timely, and as per DSHS/HCHHSD policies and procedures. The HCHHSD utilizes an EMR System for client data and reports; and for eligibility screening for services; and the Imm Trac Registry for vaccine documentation. The HCHHSD adheres to the confidentiality policy (HIPAA) for all of these programs. The department utilizes county funds to promote the clinic services thru PSA's in TV, radio & newspaper. Also, the department's Outreach Specialists and educators promote and educate the community on the services provided, specifically Child Health, in Health Fairs, community group presentations and coalition meetings. The HCHHSD partners with local providers in assisting Child Health clients and their families with medical health care needs and social needs. These providers include private physicians that provide delivery services; the Nuestra Clinica de Valle clinics and El Milagro Clinic assist in providing medical health care services; and, County Indigent Health Care and State Department of Human Services assist in providing financial support. There are no other clinics in Hidalgo County that provide Child Health services to the uninsured free of charge as does the HCHHSD. Thus, DSHS support is detrimental to the HCHHSD to continue providing Child Health services to the population in need in Hidalgo County.
3. The HCHHSD nurses assess each child for family violence, substance abuse, and mental needs in every client visit; by collecting the history (family & client), completing a mental screening tool, and conducting the physical assessment.
4. The HCHHSD partners with local providers (FQHC's) in referring children for medical health care needs. As stated before, the HCHHSD is the only agency in the county that provides Child Health services to the uninsured at no cost. Every child and family seen at

the department are screened for resources and referred accordingly. This includes referring families for medical financial assistance. The HCHHSD also has a LBSW on staff that assist and provide case management services to children and families in need.

5. The HCHHSD nursing staff are all bilingual (English & Spanish). The HCHHSD also contract with a Sign Language Company and Language Line contract services to clients needing interpreting services. Also, all of the HCHHSD clinics are ADA compliant and are located through out the county providing accessibility to the community in need. In addition, the department provides some extended hours to accommodate working families. Overall, the department assesses the client's and family needs yearly thru client satisfaction surveys, to improve service delivery.
6. The HCHHSD does not plan to subcontract Title V services for this contract period.
7. Quality assurance/quality improvement (QA/QI) process for the HCHHSD is as follows:
   a. The role of the QA Committee is to write and monitor the Quality Assurance Plan of the HCHHSD. The members of the committee include the RN Supervisor, Clerk Managers, Practitioners, LBSW, Chief Physician, Chief Administrative Officer, Billing Supervisor, DON & ADON.
   b. The Chief Physician's role is to review and update the department's standing delegations yearly, and as needed.
   c. The assigned QA Committee members conduct on site observation of services and client staff interactions provided by clinic staff for all programs at least quarterly; and, by using the appropriate observation tool. Findings and recommendations are reported to the committee at the next Committee meeting. The Committee conducts client record reviews (audits) from all programs and clinics to evaluate compliance of standards, standing delegation orders, policies and procedures.
   d. The Committee review records that are not compliant with standards and conduct appropriate actions as recommended on the record audit tool corrective action plan and follow up plan. The Committee evaluates the observations and record audit findings to determine staff development needs. The QA Committee also evaluates client records for compliance of nursing standards and refer to the Peer Review Committee, as applicable.
   e. The HCHHSD Director Of Nursing ensures client satisfaction surveys are conducted at all Health Department Clinics at least yearly. The summarized report is reviewed with the QA Committee on the next quarterly meeting. The Committee utilizes these findings to assure that quality and appropriate services are provided at all the health department clinics.
   f. The HCHHSD Director of Nursing and the Chief Physician review all written client and providers complaints, as well as all adverse outcomes in the clinic setting and develop a safeguard to prevent recurrence. Adverse outcomes are written in the appropriate incident report form and a conference with the provider is conducted, with plan of action written, and correction date set. The Committee conducts follow up on recommendations made to ensure resolution of problems:

      1. recommendations to record audits.
      2. recommendations to adverse outcomes.

The committee assures standards compliance and address recurrent deficiencies by providing necessary educational training, in-services, and management functions expeditiously to nursing and support staff to correct problems identified. Monitoring of all clinics services are conducted by the DON & ADON to all clinics on a quarterly basis. The Committee also recommends administrative action if the deficiencies continue.

g. The Committee maintains program objectives and updates them at least yearly. These program objectives are developed by utilizing state morbity data, state Healthy 2020 Objectives and local community assessments to determine essential and appropriate program objectives. The committee assures this by appointing eligible members to participate in the Performance Based Program Objectives Committees (PBO). These committees are Prenatal, Family Planning, Child Health, Immunizations, C/M, STD and TB. The PBO committee members appointed consist of clinic nurses, LBSW and Practitioners. The members for each PBO committee are appointed based on their expertise and training background. Example: for C/M, only certified case managers participate in that committee. The Program Objectives Committee's meet quarterly to conduct record reviews and identify outcomes. Outcomes identified are submitted to the QA Committee in the quarterly reports. The RN Supervisor also presents the audit outcomes and follow up plan to all nursing staff at each monthly clinic staff meeting.

h. The HCHHSD Chief Physician and department Practitioners maintain department standing delegation orders current. This staff ensure that they stay updated on medical practices/standards by attending trainings, conferences and researching medical information. The HCHHSD Chief Physician and Practitioners also refer to and ensure that standing delegation orders are within CDC and DSHS guidelines.

FORM B-2: SERVICE DELIVERY PLAN FOR CHILD HEALTH & CHILD DENTAL SERVICES
GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating policies and procedures manual. The service delivery plan must:

1. Summarize the proposed **child health and/or child dental** services. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe service delivery systems, workforce (attach organization chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe the process of assessing client risk factors associated with family violence, substance abuse, and mental health needs.

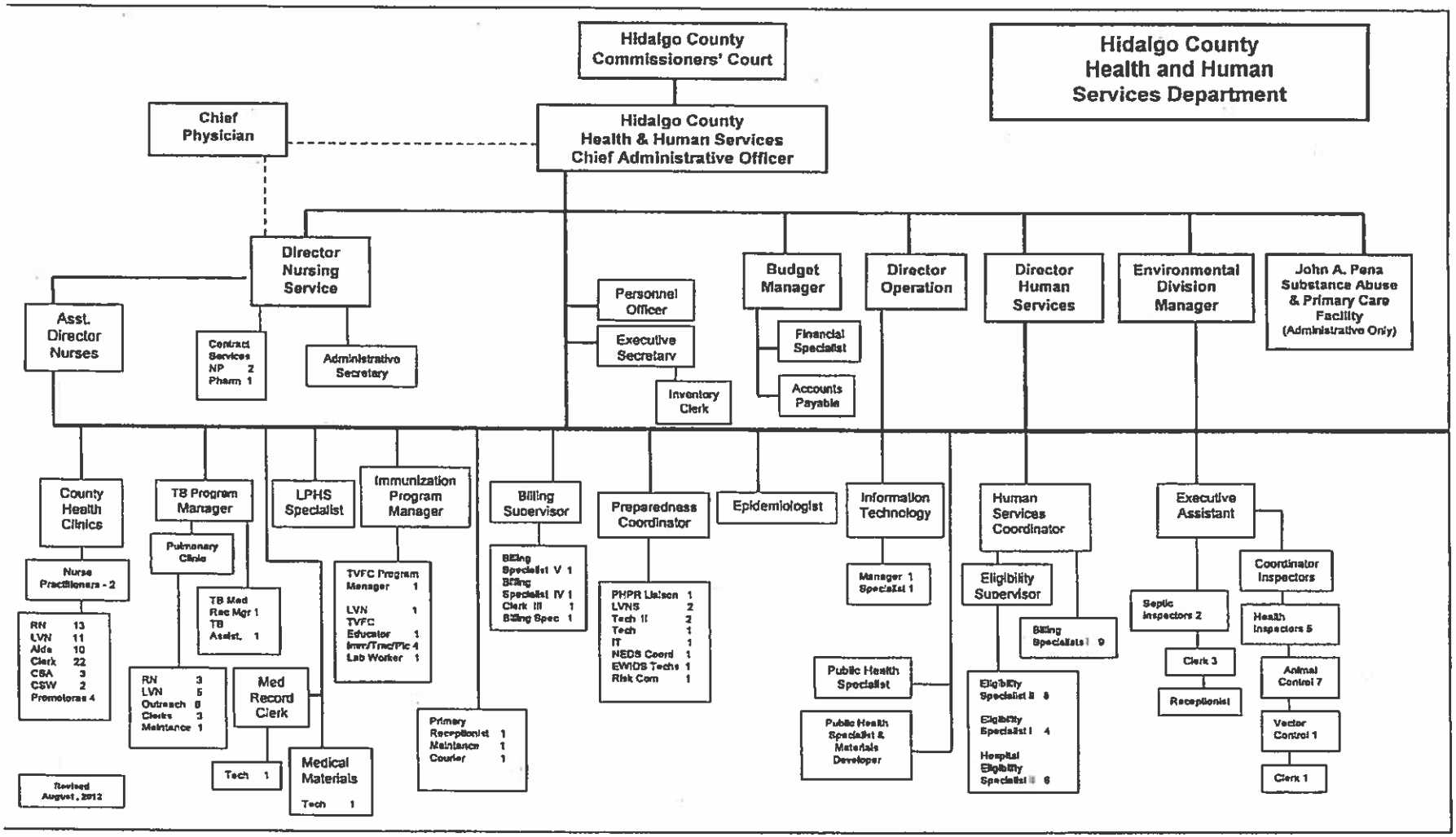
4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;
   - System utilized to identify and monitor adverse outcomes;

- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.


Hidalgo County Commissioners' Court
Hidalgo County Health and Human Services Department
Chief Physician
Hidalgo County Health & Human Services Chief Administrative Officer
Director Nursing Service
Asst. Director Nurses
Contract Services NP 2 Pharm 1
Administrative Secretary
Personnel Officer
Executive Secretary
Inventory Clerk
Budget Manager
Financial Specialist
Accounts Payable
Director Operation
Director Human Services
Environmental Division Manager
John A. Pena Substance Abuse & Primary Care Facility (Administrative Only)
County Health Clinics
Nurse Practitioners - 2
RN 13
LVN 11
Aide 10
Clerk 22
CSA 3
CSW 2
Promotoras 4
TB Program Manager
Pulmonary Clinic
TB Med Rec Mgr 1
TB Assist. 1
RN 3
LVN 5
Outreach 8
Clerks 3
Maintance 1
Med Record Clerk
Tech 1
LPHS Specialist
Medical Materials
Tech 1
Immunization Program Manager
TVFC Program Manager 1
LVN 1
TVFC Educator 1
Imm/Trac/Pic 4
Lab Worker 1
Primary Receptionist 1
Maintance 1
Courier 1
Billing Supervisor
Billing Specialist V 1
Billing Specialist IV 1
Clerk III 1
Billing Spec 1
Preparedness Coordinator
PHPR Liaison 1
LVNS 2
Tech II 2
Tech 1
IT 1
NEDS Coord 1
EWIDS Techs 1
Risk Com 1
Epidemiologist
Information Technology
Manager 1
Specialist 1
Public Health Specialist
Public Health Specialist & Materials Developer
Human Services Coordinator
Eligibility Supervisor
Billing Specialists I 9
Eligibility Specialist II 8
Eligibility Specialist I 4
Hospital Eligibility Specialist II 6
Executive Assistant
Septic Inspectors 2
Clerk 3
Receptionist
Coordinator Inspectors
Health Inspectors 5
Animal Control 7
Vector Control 1
Clerk 1
Revised August, 2012

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: Hidalgo County

This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form B-3 Guidelines).

If you provide services in counties located in different DSHS regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.

FY14 PROJECTED
Estimated Number of Unduplicated Clients

HSR: ☐ 1 ☐ 2/3 ☐4/5N ☐6/5S ☐7 ☐ 8 ☐9/10 √ 11	Infants 0 - 11 months Children & Adolescents 1 – 21 years	
	Number of Clients	Total $ Amount for all services provided
Child Health (include costs for laboratory and case management)	82	$ 34,833.00
Child Dental	-0-	$ -0-
GRAND TOTAL* Number of Clients and Dollars Requested	82	$ 34,833.00
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐Yes √No	Not currently a provider, but am interested in applying: ☐Yes √No

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM B-3: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES GUIDELINES

FORM B-3 must be used for Title V proposed child health and dental services only. The form reflects the estimated unduplicated number of the Title V child health and/or child dental eligible clients the respondent proposes to serve, and the total amount estimated to be billed to the Title V Child Health & Child Dental Services program. Complete a separate FORM B-3 for each Health Service Region in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Child Health, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Child Dental enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Child Health & Child Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM B-4: TITLE V CHILD HEALTH SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Health worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

FORM B-5: TITLE V CHILD DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Child Dental worksheet is included for informational purposes in order to assist respondents in completing Form B-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY14 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

Section II
Attachment C

Title V Prenatal Medical & Prenatal Dental Services Forms

To Be Completed by Prenatal Medical & Prenatal Dental Services Respondents Only

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL MEDICAL SERVICES

Legal Business Name of Respondent: Hidalgo County

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Performance Management Unit.

Executive Director:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	eddie.olivarez@hchd.org	
Medical Director:	Ivan Melendez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Physician	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	N/A	
Program Coordinator:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director Of Nursing	1304 S. 25th Ave.
Phone:	956-383-6221 Ext. 235	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-8864	
E-mail:	lydia.serna@hchd.org	
Financial Officer:	Miguel Escaname	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Financial Officer	1304 S. 25th Ave.
Phone:	956-383-6221 Ext. 222	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	mike.escaname@hchd.org	
Quality Assurance Contact:	Lydia Serna	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Director of Nursing	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.235	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	lydia.serna@hchd.org	
Public Information Contact*:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	Chief Administrative Officer	1304 S. 25th Ave.
Phone:	956-383-6221 Ext.223	Edinburg, Hidalgo, Texas 78542
Fax:	956-383-3229	
E-mail:	eddie.olivarez@hchd.org	

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-1: CONTACT PERSON INFORMATION
TITLE V PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: N/A

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Performance Management Unit.

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS website, and other health information resources.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES

Legal Business Name of Respondent: Hidalgo County

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

1. The Hidalgo County Health and Human Services Department will continue to provide Prenatal services to uninsured and underinsured clients at all seven (7) clinics located throughout Hidalgo County. The department does not propose to provide prenatal services outside the Hidalgo County area.
2. The Hidalgo County Health and Human Services Department (HCHHSD) has provided Prenatal services for more than 30 years to the indigent residents of Hidalgo County. Besides state funds (DSHS), the HCHHSD also receives local funds (County) to support Prenatal services. The HCHHSD funds are monitored closely by the Chief Financial Officer to ensure Prenatal services are provided on an ongoing basis each year. The HCHHSD will continue to provide the existing Prenatal services during FY 2014. The HCHHSD conducts Prenatal services under the guidance of a Chief Physician. This Chief Physician and Practitioners update standing delegations orders yearly and provide staff education and quality assurance activities on an on going basis to all nursing staff. The HCHHSD has 7 clinics throughout the county that facilitate client accessibility for Prenatal services. Each clinic is staffed with RN's, LVN's and support staff. The Chief Physician and Practitioners are accessible to the clinic nurses to ensure Prenatal services are provided to clients safely, timely, and as per DSHS/HCHHSD policies and procedures. The departments LBSW assist in providing case management services to eligible clients and assist the nursing staff in referring clients to the local Title V Genetic services, as applicable. The HCHHSD utilizes an EMR System for client data entry and reports; and, for eligibility screening for services; and the Imm Trac Registry for vaccine documentation. The HCHHSD adheres to the confidentiality policy (HIPAA) for all of these programs. The department utilizes county funds to promote the clinic services thru PSA's in TV, radio & newspaper. Also, the department's Outreach Specialist's and educators promote and educate the community on the services provided, specifically Prenatal, in Health Fairs, community group presentations and coalition meetings. The HCHHSD partners with local providers in assisting Prenatal clients with medical health care needs and social needs. These providers include private physicians that provide delivery services; the Nuestra Clinica de Valle clinics and El Milagro Clinic assist in providing medical health care services; and, County Indigent Health Care and State Department of Human Services assist in providing financial support. There are no other clinics that provide Prenatal services to the uninsured and free of charge as does the HCHHSD in Hidalgo County. Thus, DSHS support is detrimental to the HCHHSD to continue providing Prenatal services to the population in need in Hidalgo County.
3. The HCHHSD assesses each prenatal client for family violence, substance abuse, and mental needs in every client visit; by collecting the history (family & client) and conducting the physical assessment.

4. The HCHHSD partners with local providers (FQHC's) in referring prenatal clients for medical health care needs. As stated before, the HCHHSD is the only agency in the county that provides prenatal services to the uninsured at no cost. Every prenatal client and family seen at the department are screened for resources and referred accordingly. This includes referring families to the internal department, Human Services Division for medical financial assistance. In addition, the clients eligible and approved for the CHIP Prenatal Program are referred to a provider of their choice for delivery services. The department nursing staff and Outreach Specialist assist in the follow-up of the client and the newborn for Child Health & Family Planning services after delivery.
5. The HCHHSD nursing staff are all bilingual (English & Spanish). The HCHHSD also contract with A Sign Language Company and Language Line Contract Services to clients needing interpreting services. Also, all of the HCHHSD clinics are ADA compliant and are located through out the county providing accessibility to the community in need. In addition, the department provide some extended hours to accommodate working families. Overall, the department assesses the client's families needs yearly thru client satisfaction surveys to improve service delivery.
6. The HCHHSD does not plan to sub-contract Title V services during this contract period.
7. The Quality assurance/quality improvement (QA/QI) process for the HCHHSD is as follows:
   a. The role of the QA Committee is to write and monitor the Quality Assurance Plan of the HCHHSD. The members of the committee include the RN Supervisors, Clerk Managers, Practitioners, LBSW, Chief Physician, Chief Administrative Officer, Billing Supervisor, DON & ADON.
   b. The Chief Physician's role is to review and update the department's standing delegation orders yearly and as needed.
   c. The assigned QA Committee members conduct on site observation of services and client staff interactions provided by clinic staff for all programs at least quarterly; and, by using the appropriate observation tool. Findings and recommendations are reported to the committee at the next Committee meeting. The Committee conducts client record reviews (audits) from all programs and clinics to evaluate compliance of standards, standing delegation orders, policies and procedures.
   d. The Committee review records that are not compliant with standards and conduct appropriate actions as recommended on the record audit tool corrective action plan and follow up plan. The Committee evaluates the observations and record audit findings to determine staff development needs. The QA Committee also evaluates client records for compliance of nursing standards and refer to the Peer Review Committee, as applicable.
   e. The HCHHSD Director Of Nursing ensures client satisfaction surveys are conducted at all Health Department Clinics at least yearly. The summarized report is reviewed with the QA Committee on the next quarterly meeting. The Committee utilizes these findings to assure that quality and appropriate services are provided at all the health department clinics.
   f. The HCHHSD Director of Nursing and the Chief Physician review all written client and providers complaints, as well as all adverse outcomes in the clinic setting and develop a safeguard to prevent recurrence. Adverse outcomes are written in the appropriate incident report form and a conference with the provider is conducted, with plan of action written, and correction date set. The Committee conducts follow up on recommendations made to ensure resolution of problems:

1. recommendations to record audits.
2. recommendations to adverse outcomes.

The committee assures standards compliance and address recurrent deficiencies by providing necessary educational training, in-services, and management functions expeditiously to nursing and support staff to correct problems identified. Monitoring of all clinics services are conducted by the DON & ADON to all the clinics on a quarterly basis. The Committee recommends administrative action if the deficiencies continue.

g. The Committee maintains program objectives and updates them at least yearly. These program objectives are developed by utilizing state morbity data, state Healthy 2020 Objectives and local community assessments to determine essential appropriate program objectives. The Committee assures this by appointing eligible members to participate in the Performance Based Program Objectives Committees (PBO). These committees are Prenatal, Family Planning, Child Health, Immunizations, C/M, STD and TB. The PBO committee members appointed consist of clinic nurses, LBSW and Practitioners. The members for each PBO committee are appointed based on their expertise and training background. Example: for C/M, only certified case managers participate in that committee. The Program Objectives Committee's meet quarterly to conduct record reviews and identify outcomes. Outcomes identified are submitted to the QA Committee in the quarterly reports. The RN Supervisor present the record review outcomes and follow up plan to all nursing staff at each monthly clinic staff meeting.
h. The HCHHSD Chief Physician and department Practitioners maintain department standing delegation orders current. This staff ensure that they stay updated on medical practices/standards by attending trainings, conferences and researching medical information. The HCHHSD Chief Physician and Practitioners also refer to and ensure that standing delegation orders are within CDC and DSHS guidelines.

FORM C-2: SERVICE DELIVERY PLAN FOR PRENATAL MEDICAL & PRENATAL DENTAL SERVICES GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments, numbering them as indicated. The service delivery plan must include a Table of Contents from respondent's operating and procedures manual. The service delivery plan must:

1. Summarize the proposed **prenatal medical and/or prenatal dental** services and how respondent will assist patient with the CHIP Perinatal Program application process. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe delivery systems, workforce (attach organizational chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe process of assessing risk factors associated with family violence, substance abuse and mental health needs.

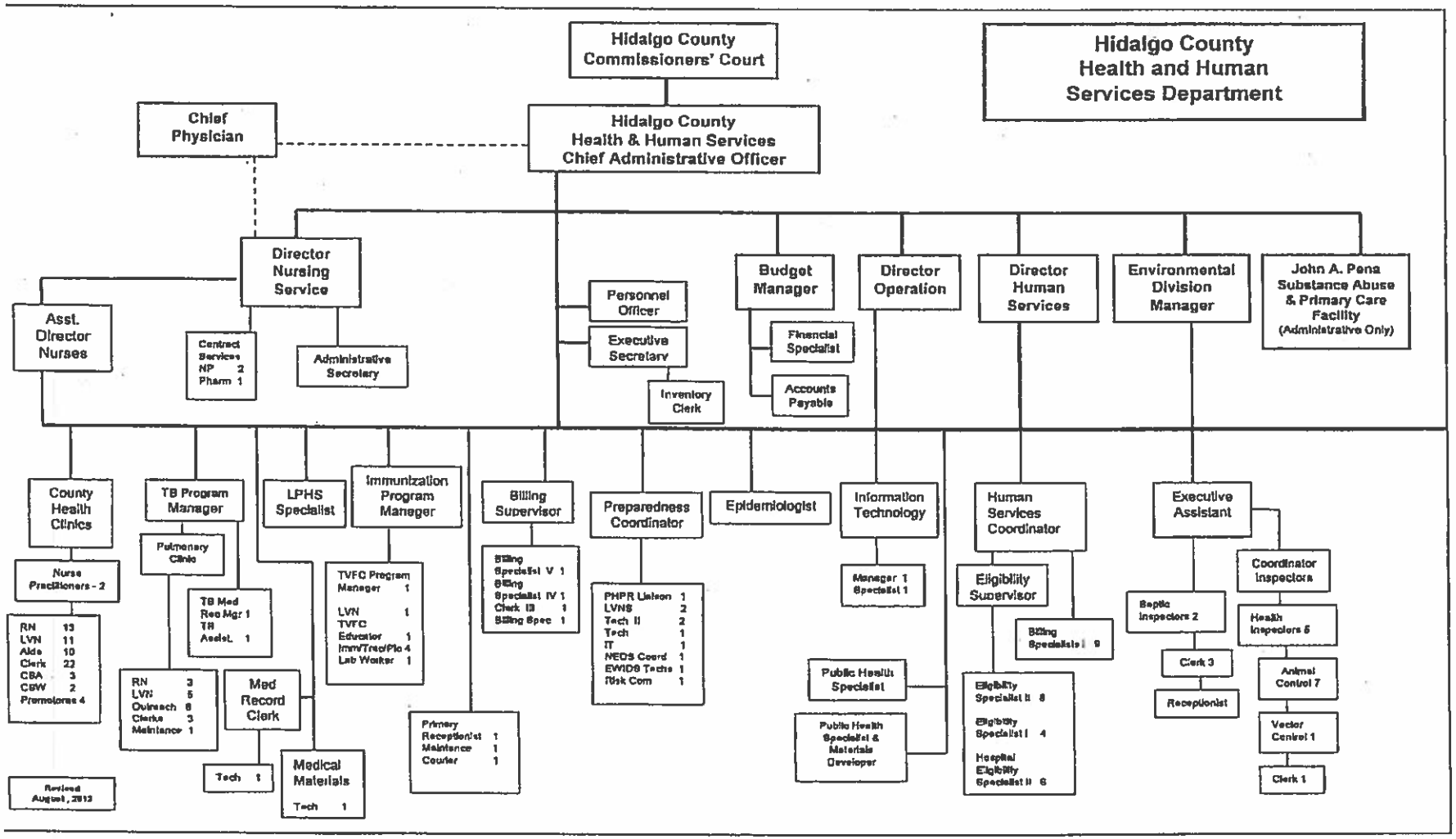
4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract out any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;

- System utilized to identify and monitor adverse outcomes;
- Process for identifying performance and outcome measures; and
- Process utilized to develop protocols and Standing Delegation Orders.


Hidalgo County Commissioners' Court
Hidalgo County Health and Human Services Department
Chief Physician
Hidalgo County Health & Human Services Chief Administrative Officer
Director Nursing Service
Asst. Director Nurses
Contract Services NP 2 Pharm 1
Administrative Secretary
Personnel Officer
Executive Secretary
Inventory Clerk
Budget Manager
Financial Specialist
Accounts Payable
Director Operation
Director Human Services
Environmental Division Manager
John A. Pena Substance Abuse & Primary Care Facility (Administrative Only)
County Health Clinics
Nurse Practitioners - 2
RN 13
LVN 11
Aide 10
Clerk 22
CSA 3
CSW 2
Promotores 4
Revised August, 2013
TB Program Manager
Pulmonary Clinic
TB Med Rec Mgr 1
TB Aide/L 1
RN 3
LVN 5
Outreach 6
Clerks 3
Maintance 1
Tech 1
LPHS Specialist
Medical Materials
Tech 1
Immunization Program Manager
TVFC Program Manager 1
LVN 1
TVFC Educator 1
Imm/Trac/Pla 4
Lab Worker 1
Med Record Clerk
Primary Receptionist 1
Maintence 1
Courier 1
Billing Supervisor
Billing Specialist V 1
Billing Specialist IV 1
Clerk III 1
Billing Spec 1
Preparedness Coordinator
PHPR Liaison 1
LVNS 2
Tech II 2
Tech 1
IT 1
NEDS Coord 1
EWIDS Techs 1
Risk Com 1
Epidemiologist
Information Technology
Manager 1
Specialist 1
Public Health Specialist
Public Health Specialist & Materials Developer
Human Services Coordinator
Eligibility Supervisor
Billing Specialists I 9
Eligibility Specialist II 8
Eligibility Specialist I 4
Hospital Eligibility Specialist II 6
Executive Assistant
Septic Inspectors 2
Clerk 3
Receptionist
Coordinator Inspectors
Health Inspectors 5
Animal Control 7
Vector Control 1
Clerk 1

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: Hidalgo County

This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form C-3 Guidelines).

If you provide services in counties located in different DSHS regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.

FY14 PROJECTED
Estimated Number of Unduplicated Clients

HSR: ☐ 1 ☐ 2/3 ☐4/5N ☐6/5S ☐ 7 ☐ 8 ☐9/10 √ 11	Pregnant Women	
	Number of Clients	Total $ Amount for all services provided
Prenatal Medical (include costs for laboratory and case management)	1027	$ 165,909.00
Prenatal Dental	-0-	$ -0-
GRAND TOTAL* Number of Clients and Dollars Requested	1027	$ 165,909.00
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐Yes √ No	Not currently a provider, but am interested in applying: ☐Yes √ No

***Grand Total amount must match amount requested on Form A-1: Face Page, #9.**

FORM C-3: TITLE V PRENATAL MEDICAL & PRENATAL DENTAL SERVICES CEILING REQUEST AND PERFORMANCE MEASURES GUIDELINES

FORM C-3 must be used for Title V proposed prenatal medical and prenatal dental services only. The form reflects the estimated unduplicated number of Title V prenatal medical and/or prenatal dental eligible clients the respondent proposes to serve and the total amount estimated to be billed to the Title V Prenatal Medical Services program. Complete a separate FORM C-3 for each Health Service Region (HSR) in which services will be provided.

Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. For Prenatal Medical services, enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

3. For Prenatal Dental service enter the projected number of unduplicated clients to be served and the corresponding dollar amounts.

4. Enter the Grand Total number of clients and total dollar amount (rounded to the nearest dollar). The Grand Total must equal the amount of funding requested for Title V Prenatal Medical & Prenatal Dental Services on FORM A-1: FACE PAGE, #9.

5. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM C-4: TITLE V PRENATAL MEDICAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Medical worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

FORM C-5: TITLE V PRENATAL DENTAL SERVICES AND REIMBURSEMENT RATES

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. These worksheets are posted at http://www.dshs.state.tx.us/chscontracts/default.shtm. The Title V Prenatal Dental worksheet is included for informational purposes in order to assist respondents in completing Form C-3. ***The worksheet should not be returned with the RFP response.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY14 1-21 yr Code 185, Quantity of Services, Estimated Total 185 Reimbursement, FY14 <1 yr Code 185, Quantity of Service, and Estimated Total 186 Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for pregnant women will be noted at the bottom of the worksheet.

Attachment G – Grantee's FY2018 Renewal Application

TEXAS Health and Human Services

HEALTH AND HUMAN SERVICES COMMISSION

FORM A: FACE PAGE – FY18 Child Health & Child Dental Renewal Application as authorized under Community Health Services (RFP # CHS/TV-0554.1)

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION

1) LEGAL BUSINESS NAME:	Hidalgo County
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):	**Check if address change** ☐
1304 S. 25th Ave Edinburg, Texas 78542	
3) PAYEE Name and Mailing Address (if different from above):	**Check if address change** ☐
Norma Garcia, County Treasurer, 2810 South Business Hwy 281, Edinburg, Texas 78542	
4) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) **or Social Security Number** (9 digit) : **DUNS Number:**	74-6000717 10-311-0834

The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

5) Medicaid Provider Number:	1932146836	**OR**	**Date Medicaid Application Submitted & TMHP Ticket #:**

6) TYPE OF ENTITY (check all that apply):

☐	City	☐	Nonprofit Organization*	☐	Individual
☒	County	☐	For Profit Organization*	☐	FQHC
☐	Other Political Subdivision	☐	HUB Certified	☐	State Controlled Institution of Higher Learning
☐	State Agency	☐	Community-Based Organization	☐	Hospital
☐	Indian Tribe	☐	Minority Organization	☐	Private
		☐	Faith Based (Nonprofit Org)	☐	Other (specify):

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD:	**Start Date:**	09/01/2017	**End Date:**	08/31/2018

8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).

9) AMOUNT OF FUNDING	**V-CH & CD:** $ 30,535.00
10) PROJECTED	$ 2,700,000.00

Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? **

Yes ☒ No ☐

***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non-project-related HHSC funds.*

11) PROJECT CONTACT PERSON

Name:	Eduardo Olivarez
Phone:	956-383-6221
Fax:	956-383-3229
E-mail:	eddie.olivarez@hchd.org

12) FINANCIAL OFFICER

Name:	Raymundo Eufracio
Phone:	956-318-2511
Fax:	956-318-2577
E-mail:	ray.eufracio@auditor.co.hidalgo.tx.us

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: HHSC Assurances and Certifications.** I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE		**Check if change** ☐	**14) SIGNATURE OF AUTHORIZED REPRESENTATIVE**
	Name:	Ramon Garcia	
	Title:	County Judge	**15) DATE**
	Phone:	956-318-2600	
	Fax:	956-318-2699	
	E-mail:	ramon.garcia@co.hidalgo.tx.us	

FORM A: FACE PAGE INSTRUCTIONS

This form provides basic information about the respondent and the proposed project with the Health and Human Services Commission (HHSC), including the signature of the authorized representative. It is the cover page of the proposal and is required to be completed. Signature affirms the facts contained in the respondent's response are truthful and the respondent is in compliance with the assurances and certifications contained in **HHSC Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the respondent's proposal.

1. **LEGAL BUSINESS NAME** - Enter the legal name of the respondent.

2. **MAILING ADDRESS INFORMATION** - Enter the respondent's complete physical address and mailing address, city, county, state, and zip code.

3. **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with respondent to receive payment for services rendered by respondent and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the respondent. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4. **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The respondent acknowledges, understands and agrees the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.
   DUNS Number – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. . This number is required if receiving ANY federal funds and can be obtained at: http://fedgov.dnb.com/webform
5. **MEDICAID PROVIDER NUMBER OR DATE MEDICAID APPLICATION SUBMITTED** – Enter the Medicaid provider number used by the organization to bill Medicaid. If the organization does not have a Medicaid number, enter the date an application was submitted to obtain a Medicaid number and TMPH Ticket #.

6. **TYPE OF ENTITY** - The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Check all appropriate boxes that apply.
   - HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (economically disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the Comptroller's Texas Procurement and Support Services or another entity.
   - MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   - If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

7. **PROPOSED BUDGET PERIOD** - Enter the budget period for this proposal. Budget period is defined in the RFP.

8. **COUNTIES SERVED BY PROJECT** – Check off counties to be served from the list of Texas counties on Page 3 (below) and include behind the Face Page. Do not write counties on line 8. Do check the counties to be served on the counties list page.

9. **AMOUNT OF FUNDING** - Contractor to enter the contract award amount from the renewal application notice. The amount and the Grand Total of Form E must match.

10. **PROJECTED EXPENDITURES** - If respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year, respondent must arrange for a financial compliance audit (Single Audit).

11. **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and e-mail address of the person responsible for the proposed project.

12. **FINANCIAL OFFICER** - Enter the name, phone, fax, and e-mail address of the person responsible for the financial aspects of the proposed project.

13. **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and e-mail address of the person authorized to represent the respondent. Check the "Check if change" box if the authorized representative is different from previous submission to HHSC.

14. **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the respondent must sign in this blank.

15. **DATE** - Enter the date the authorized representative signed this form.

FORM B: Title V Child Health & Child Dental Services, Texas Counties and Regions List in Alphabetical Order
Legal Business Name of Respondent:
COUNTIES SERVED BY PROJECT - This list is provided for item 8, Form A-1: Face Page

Anderson	☐	4/5N	Coleman	☐	2/3	-G-		
Andrews	☐	9/10	Collin	☐	2/3	Gaines	☐	9/10
Angelina	☐	4/5N	Collingsworth	☐	1	Galveston	☐	6/5S
Aransas	☐	11	Colorado	☐	6/5S	Garza	☐	1
Archer	☐	2/3	Comal	☐	8	Gillespie	☐	8
Armstrong	☐	1	Comanche	☐	2/3	Glasscock	☐	9/10
Atascosa	☐	8	Concho	☐	9/10	Goliad	☐	8
Austin	☐	6/5S	Cooke	☐	2/3	Gonzales	☐	8
-B-			Coryell	☐	7	Gray	☐	1
Bailey	☐	1	Cottle	☐	2/3	Grayson	☐	2/3
Bandera	☐	8	Crane	☐	9/10	Gregg	☐	4/5N
Bastrop	☐	7	Crockett	☐	9/10	Grimes	☐	7
Baylor	☐	2/3	Culberson	☐	9/10	Guadalupe	☐	8
Bee	☐	11	-D-			-H-		
Bell	☐	7	Dallam	☐	1	Hale	☐	1
Bexar	☐	8	Dallas	☐	2/3	Hall	☐	1
Blanco	☐	7	Dawson	☐	9/10	Hamilton	☐	7
Borden	☐	9/10	Deaf Smith	☐	1	Hansford	☐	1
Bosque	☐	7	Delta	☐	4/5N	Hardeman	☐	2/3
Bowie	☐	4/5N	Denton	☐	2/3	Hardin	☐	6/5S
Brazoria	☐	6/5S	DeWitt	☐	8	Harris	☐	6/5S
Brazos	☐	7	Dickens	☐	1	Harrison	☐	4/5N
Brewster	☐	9/10	Dimmit	☐	8	Hartley	☐	1
Briscoe	☐	1	Donley	☐	1	Haskell	☐	2/3
Brooks	☐	11	Duval	☐	11	Hemphill	☐	1
Brown	☐	2/3	-E-			Henderson	☐	4/5N
Burleson	☐	7	Eastland	☐	2/3	Hidalgo	☒	11
Burnet	☐	7	Ector	☐	9/10	Hill	☐	7
-C-			Edwards	☐	8	Hockley	☐	1
Caldwell	☐	7	Ellis	☐	2/3	Hood	☐	2/3
Calhoun	☐	8	El Paso	☐	9/10	Hopkins	☐	4/5N
Callahan	☐	2/3	Erath		2/3	Houston	☐	4/5N
Cameron	☐	11	-F-	☐		Howard	☐	9/10
Camp	☐	4/5N	Falls	☐	7	Hudspeth	☐	9/10
Carson	☐	1	Fannin	☐	2/3	Hunt	☐	2/3
Cass	☐	4/5N	Fayette	☐	7	Hutchinson	☐	1
Castro	☐	1	Fisher	☐	2/3	-I-		
Chambers	☐	6/5S	Floyd	☐	1	Irion	☐	9/10
Cherokee	☐	4/5N	Foard	☐	2/3	-J-		
Childress	☐	1	Fort Bend	☐	6/5S	Jack	☐	2/3
Clay	☐	2/3	Franklin	☐	4/5N	Jackson	☐	8
Cochran	☐	1	Freestone	☐	7	Jasper	☐	4/5N
Coke	☐	9/10	Frio	☐	8	Jeff Davis	☐	9/10

Jefferson	☐	6/5S
Jim Hogg	☐	11
Jim Wells	☐	11
Johnson	☐	2/3
Jones	☐	2/3
-K-		
Karnes	☐	8
Kaufman	☐	2/3
Kendall	☐	8
Kenedy	☐	11
Kent	☐	2/3
Kerr	☐	8
Kimble	☐	9/10
King	☐	1
Kinney	☐	8
Kleberg	☐	11
Knox	☐	2/3
-L-		
Lamar	☐	4/5N
Lamb	☐	1
Lampasas	☐	7
La Salle	☐	8
Lavaca	☐	8
Lee	☐	7
Leon	☐	7
Liberty	☐	6/5S
Limestone	☐	7
Lipscomb	☐	1
Live Oak	☐	11
Llano	☐	7
Loving	☐	9/10
Lubbock	☐	1
Lynn	☐	1
-M-		
Madison	☐	7
Marion	☐	4/5N
Mason	☐	9/10
Matagorda	☐	6/5S
Maverick	☐	8
McCulloch	☐	9/10
McLennan	☐	7
McMullen	☐	11
Medina	☐	8
Menard	☐	9/10
Midland	☐	9/10
Milam	☐	7
Mills	☐	7
Mitchell	☐	2/3
Montague	☐	2/3
Montgomery	☐	6/5S
Moore	☐	1
Morris	☐	4/5N
Motley	☐	1
-N-		
Nacogdoches	☐	4/5N
Navarro	☐	2/3
Newton	☐	4/5N
Nolan	☐	2/3
Nueces	☐	11
-O-		
Ochiltree		1
Oldham	☐	1
Orange	☐	6/5S
-P-	☐	
Palo Pinto	☐	2/3
Panola	☐	4/5N
Parker	☐	2/3
Parmer	☐	1
Pecos	☐	9/10
Polk	☐	4/5N
Potter	☐	1
Presidio	☐	9/10
-R-		
Rains	☐	4/5N
Randall	☐	1
Reagan	☐	9/10
Real	☐	8
Red River	☐	4/5N
Reeves	☐	9/10
Refugio	☐	11
Roberts	☐	1
Robertson	☐	7
Rockwall	☐	2/3
Runnels	☐	2/3
Rusk	☐	4/5N
-S-		
Sabine	☐	4/5N
San Augustine	☐	4/5N
San Jacinto	☐	4/5N
San Patricio	☐	11
San Saba	☐	7
Scurry	☐	2/3
Shackelford	☐	2/3
Shelby	☐	4/5N
Sherman	☐	1
Smith	☐	4/5N
Somervell	☐	2/3
Starr	☐	11
Stephens	☐	2/3
Sterling	☐	9
Stonewall	☐	2/3
Sutton	☐	9/10
Swisher	☐	1
-T-	☐	
Tarrant	☐	2/3
Taylor	☐	2/3
Terrell	☐	9/10
Terry	☐	1
Throckmorton	☐	2/3
Titus	☐	4/5N
Tom Green	☐	9/10
Travis	☐	7
Trinity	☐	4/5N
Tyler	☐	4/5N
-U-		
Upshur	☐	4/5N
Upton	☐	9/10
Uvalde	☐	8
-V-		
Val Verde	☐	8
Van Zandt	☐	4/5N
Victoria	☐	8
-W-		
Walker	☐	6/5S
Waller	☐	6/5S
Ward	☐	9/10
Washington	☐	7
Webb	☐	11
Wharton	☐	6/5S
Wheeler	☐	1
Wichita	☐	2/3
Wilbarger	☐	2/3
Willacy	☐	11
Williamson	☐	7
Wilson	☐	8
Winkler	☐	9/10
Wise	☐	2/3
Wood	☐	4/5N
-Y-		
Yoakum	☐	1
Young	☐	2/3
-Z-		
Zapata	☐	11
Zavala	☐	8

FORM C: CONTACT PERSON INFORMATION
TITLE V CHILD HEALTH SERVICES

Legal Business Name of Respondent: Hidalgo County

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. Complete all information for all contacts within your agency. Mark N/A if a contact does not apply to your agency. *All phone numbers should be a direct line to the designated individual.* *If any of the following information changes during the term of the contract, please send written notification to the Contract Manager in the **Contract Management Unit.***

Please ensure that all information is accurate.

Executive Director:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Administrative Officer	1304 S. 25th Ave	
Phone:	956-383-6221 Ext. 7211	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-3229		
E-mail:	eddie.olivarez@hchd.org		
Medical Director:	Ivan Melendez, M.D.	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Physician	1304 S. 25th Ave	
Phone:	956-383-6221 Ext.	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	planetmed4@gmail.com		
Program Coordinator:	Connie Sanchez, RN	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Director of Clinical Care Services	1304 S. 25th Ave	
Phone:	956-383-6221 Ext.7212	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	connie.sanchez@hchd.org		
Financial Officer:	Mike Escaname	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Financial Officer	1304 S. 25th Ave	
Phone:	956-383-6221 Ext. 7210	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	mike escaname@hchd.org		
Quality Assurance Contact:	Connie Sanchez, RN	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Director of Clinical Care Services	1304 S. 25th Ave	
Phone:	956-383-6221 Ext. 7212	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	connie.sanchez@hchd.org		
Billing Contact:	Maveli Martinez	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Health Services Billing Supervisor	1304 S. 25th Ave	
Phone:	956-383-6221 Ext. 7392	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	maveli.martinez@hchd.org		
Public Information Contact*:	Eduardo Olivarez	**Mailing Address (incl. street, city, county, state, & zip):**	
Title:	Chief Administrative Officer	1304 S. 25th Ave	
Phone:	956-383-6221 Ext. 7211	Edinburg, Hidalgo, Texas 78542	
Fax:	956-383-8864		
E-mail:	eddie.olivarez@hchd.org		

*Will be provided as referral information to the public by 2-1-1, the DSHS/HHSC website, and other health information resources.

FORM C: CONTACT PERSON INFORMATION
TITLE V CHILD DENTAL SERVICES

Legal Business Name of Respondent: N/A

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A-1: FACE PAGE. Complete all information for all contacts within your agency. Mark N/A if a contact does not apply to your agency. *All phone numbers should be a direct line to the designated individual.* *If any of the following information changes during the term of the contract, please send written notification to the Contract Manager in the **Contract Management Unit.***

Please ensure that all information is accurate.

Executive Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Dental Director:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Program Coordinator:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Financial Officer:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		
Billing Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

Quality Assurance Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

Public Information Contact*:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
E-mail:		

*Will be provided as referral information to the public by 2-1-1, the DSHS/HHSC website, and other health information resources.

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 1 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	FP	☐	PHC	☐	HTW	☐ Epilepsy
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours			
	☒	V – Child Health	☒	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	☒	No					
Clinic Name to Appear on Website Locator:	HCHHSD-Edinburg Clinic								
Contact Person:	Laura Martinez, RN				Phone:	956-318-2040			
Location of Site:	3105 E. Richardson				Fax:	956-316-3491			
Street Address:	3105 E. Richardson								
City:	Edinburg	County:	Hidalgo	Zip Code:	78541	HSR:	11		
Pharmacy License #:	07182	TPI #:	139350613	NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	Morning	7:30	12:00	Child Health Clinic, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	Morning	7:30	12:00	Pregnancy Tests, Prenatal Intakes & Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health and Child Dental Services	
☒ Appointment scheduling on site	☒ Enrolled as a Texas Health Steps Provider
☒ Site does client intake and/or eligibility determination	☐ Enrolled as a Texas Health Steps Dental Provider
☒ Child Health services provided on site	☒ Enrolled as a CHIP Provider
☐ Child/Adolescent Dental services provided on site	☐ Enrolled as a CHIP Dental Provider

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 2 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	FP	☐	PHC	☐	HTW	☐ Epilepsy
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours			
	☒	V – Child Health	☒	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	☒	No					
Clinic Name to Appear on Website Locator:	HCHHSD-Elsa Clinic								
Contact Person:	Elva Murphy, RN				Phone:	956-262-1141			
Location of Site:	708 Edinburg St.				Fax:	956-262-7842			
Street Address:	708 Edinburg St.								
City:	Elsa	County:	Hidalgo	Zip Code:	78538	HSR:	11		
Pharmacy License #:	07182	TPI #:	139350613	NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	8:00	12:00	Family Planning Intakes & Returns, Immunizations, Newborn, Assessments & TB Visits	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
TUESDAY	Morning	8:00	12:00	Child Health Clinic, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
WEDNESDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	Morning	8:00	12:00	Immunizations, Family Planning Clinic, Rx's & Pregnancy Tests	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
FRIDAY	Morning	8:00	12:00	Maternity Intakes, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health and Child Dental Services	
☒ Appointment scheduling on site	☒ Enrolled as a Texas Health Steps Provider
☒ Site does client intake and/or eligibility determination	☐ Enrolled as a Texas Health Steps Dental Provider
☒ Child Health services provided on site	☒ Enrolled as a CHIP Provider
☐ Child/Adolescent Dental services provided on site	☐ Enrolled as a CHIP Dental Provider

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 3 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	FP	☐	PHC	☐	HTW	☐ Epilepsy
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours			
	☒	V – Child Health	☒	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	☒	No					
Clinic Name to Appear on Website Locator:	HCHHSD-Hidalgo Clinic								

Contact Person:	Norma Garza, RN	Phone:	956-843-7463
Location of Site:	702 E. Texano	Fax:	956-843-7762
Street Address:	702 E. Texano		

City:	Hidalgo	County:	Hidalgo	Zip Code:	78557	HSR:	11
Pharmacy License #:	07182	TPI #:	139350613	NPI#:	1932146636		

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	8:00	12:00	Immunizations, Family Planning Rx's & TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
TUESDAY	Morning	8:00	12:00	Child Health Clinic, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
WEDNESDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	Morning	8:00	12:00	Family Planning Intakes & Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
FRIDAY	Morning	8:00	12:00	Prenatal Intakes, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health and Child Dental Services	
☒ Appointment scheduling on site	☒ Enrolled as a Texas Health Steps Provider
☒ Site does client intake and/or eligibility determination	☐ Enrolled as a Texas Health Steps Dental Provider
☒ Child Health services provided on site	☒ Enrolled as a CHIP Provider
☐ Child/Adolescent Dental services provided on site	☐ Enrolled as a CHIP Dental Provider

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 4 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	FP	☐	PHC	☐	HTW	☐ Epilepsy
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours			
	☒	V – Child Health	☒	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	☒	No					
Clinic Name to Appear on Website Locator:	HCHHSD-McAllen Clinic								
Contact Person:	Victoria Garza, RN				Phone:	956-682-6155			
Location of Site:	300 E. Hackberry				Fax:	956-618-5979			
Street Address:	300 E. Hackberry								
City:	McAllen	County:	Hidalgo	Zip Code:	78501	HSR:	11		
Pharmacy License #:	07182	TPI #:	139350613	NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	12:00	STD Clinic, Immunizations, TB Visits & Prenatal Intakes	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	Morning	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health and Child Dental Services	
☒ Appointment scheduling on site	☒ Enrolled as a Texas Health Steps Provider
☒ Site does client intake and/or eligibility determination	☐ Enrolled as a Texas Health Steps Dental Provider
☒ Child Health services provided on site	☒ Enrolled as a CHIP Provider
☐ Child/Adolescent Dental services provided on site	☐ Enrolled as a CHIP Dental Provider

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 5 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	FP	☐	PHC	☐	HTW	☐ Epilepsy
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours			
	☒	V – Child Health	☒	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	☒	No					
Clinic Name to Appear on Website Locator:	HCHHSD-Mission Clinic								
Contact Person:	Cecilia Lopez, RN				Phone:	956-585-2461			
Location of Site:	211 N. Schuerbach Rd. Ste.1				Fax:	956-585-7144			
Street Address:	211 N. Schuerbach Rd. Ste.1								
City:	Mission	County:	Hidalgo	Zip Code:	78572	HSR:	11		
Pharmacy License #:	07182	TPI #:	139350613	NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION		SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
		From	To		
MONDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	Morning	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health and Child Dental Services	
☒ Appointment scheduling on site	☒ Enrolled as a Texas Health Steps Provider
☒ Site does client intake and/or eligibility determination	☐ Enrolled as a Texas Health Steps Dental Provider
☒ Child Health services provided on site	☒ Enrolled as a CHIP Provider
☐ Child/Adolescent Dental services provided on site	☐ Enrolled as a CHIP Dental Provider

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 6 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	FP	☐	PHC	☐	HTW	☐ Epilepsy
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours			
	☒	V – Child Health	☒	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	☒	No					
Clinic Name to Appear on Website Locator:	HCHHSD-Pharr Clinic								
Contact Person:	Hermelinda Lopez, RN				Phone:	956-787-1531			
Location of Site:	300 W. Hall Acres				Fax:	956-787-6310			
Street Address:	300 W. Hall Acres								
City:	Pharr	County:	Hidalgo	Zip Code:	78577	HSR:	11		
Pharmacy License #:	07182	TPI #:	139350613	NPI#:	1932146636				

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	Morning	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health and Child Dental Services	
☒ Appointment scheduling on site	☒ Enrolled as a Texas Health Steps Provider
☒ Site does client intake and/or eligibility determination	☐ Enrolled as a Texas Health Steps Dental Provider
☒ Child Health services provided on site	☒ Enrolled as a CHIP Provider
☐ Child/Adolescent Dental services provided on site	☐ Enrolled as a CHIP Dental Provider

FORM D: TITLE V CLINIC SITES
COMPLETE A SEPARATE FORM FOR EACH CLINIC SITE

Legal Business Name of Respondent: Hidalgo County	Clinic Site # 7 of 7

CLINIC SITE INFORMATION:

Service Area (counties to be served by this clinic site): Hidalgo County									
Funding Sources Used to Support this Clinic:	☐	BCCS	☐	FP	☐	PHC	☐	HTW	☐ Epilepsy
	☐	FQHC	☐	FQHC Look-alike	☐	Open Extended Hours			
	☒	V – Child Health	☒	V – Prenatal Medical					
	☐	V-Child Dental	☐	V – Prenatal Dental					
Subcontractor Site:	☐	Yes	☒	No					
Clinic Name to Appear on Website Locator:	HCHHSD-Weslaco Clinic								

Contact Person:	Elva Murphy, RN	Phone:	956-968-7541
Location of Site:	1901 N. Bridge	Fax:	956-968-0085
Street Address:	1901 N. Bridge		

City:	Weslaco	County:	Hidalgo	Zip Code:	78596	HSR:	11
Pharmacy License #:	07182	TPI #:	139350613	NPI#:	1932146636		

CLINIC HOURS AND SERVICES:

DAY		HOURS OF OPERATION From	To	SERVICES PROVIDED/CLINIC TYPE	# MONTHLY CLINICS
MONDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
TUESDAY	Morning	7:30	12:00	Child Health Clinic, Family Planning Rx's, Immunizations & Walk-Ins, TB Visits, Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
WEDNESDAY	Morning	7:30	12:00	Prenatal & Family Planning Clinic, Immunizations & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
THURSDAY	Morning	7:30	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)	5:00	5:30		
FRIDAY	Morning	8:00	12:00	Maternity & Family Planning Intakes Returns, Immunizations, TB Visits & Newborn Assessments	4
	Afternoon	12:00	5:00		
	Evening (After 5 PM)				
SATURDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
SUNDAY	Morning			N/A	
	Afternoon				
	Evening (After 5 PM)				
TOTAL HOURS/MONTH				TOTAL # CLINICS PER MONTH	20

PROGRAM SPECIFICS:

Check all that apply for TV Child Health and Child Dental Services	
☒ Appointment scheduling on site	☒ Enrolled as a Texas Health Steps Provider
☒ Site does client intake and/or eligibility determination	☐ Enrolled as a Texas Health Steps Dental Provider
☒ Child Health services provided on site	☒ Enrolled as a CHIP Provider
☐ Child/Adolescent Dental services provided on site	☐ Enrolled as a CHIP Dental Provider

FORM D: CLINIC SITE FORM INSTRUCTIONS

Complete a separate Clinic Site Form for each clinic site. Information provided on clinic site forms is used to update DSHS/HHSC websites and public databases, therefore, each clinic form must contain current and accurate information.

Legal Name of Respondent	Respondent's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Service Area	List counties served by that specific clinic site, NOT all counties served by the whole project.
Funding Sources Used to Support this Clinic	From the sources listed, check all sources of funds used to support that specific clinic site.
Subcontractor Site	For each clinic site, indicate whether that particular site is subcontracted by the respondent to another entity for the provision of services.
Clinic Name to Appear on Website Locator	State the name of the clinic as it will appear on the DSHS/HHSC website locator. (The name should be recognizable to clients.)
Contact Person	Name of contact person for that clinic site.
Phone	Phone number for the clinic.
Location of Site	Clinic location (e.g., Texas Medical Center/Smith Tower)
Fax	Fax number for the clinic.
Street Address	Physical address of clinic.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Pharmacy License #	Pharmacy license number for the clinic (if applicable); otherwise put N/A for Not Applicable.
TPI#	Texas Provider Identifier # for the clinic (if applicable), otherwise N/A.
NPI#	National Provider Identifier # for the clinic (if applicable), or N/A.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of each clinic site for each day of the week broken into morning (e.g., 8:00 a.m. – Noon), afternoon (e.g. 12:01 p.m. – 5:00 p.m.), and evening hours (e.g., 5:01 p.m. – 8:00 p.m.). Indicate days of the week when the clinic is closed (e.g. Tuesday – closed).
Services Provided/Clinic Type	List the type of services provided or type of clinic for each day of the week. For example, Monday = child health clinic, Wednesday = dental clinic, etc. **Legend** -CH-child health, CD-child dental, PM-prenatal medical, PD-prenatal dental.
# Monthly Clinics	List the total number of clinics each month by the day of the week, e.g., Monday = 4 clinics per month; Tuesday = 0 clinics per month, etc.
Total Hours/Month	List the total number of hours of operation per month for each clinic site (e.g., Clinic Site 1 = 128 hours per month; Clinic Site 2 = 160 hours per month, etc.)
Total # Clinics Per Month	List the total number of clinics held per month per clinic site (e.g., Clinic Site 1 = 16, Clinic Site 2 = 20, etc.)

PROGRAM SPECIFICS:

This section of the clinic site form includes questions related to specific HHSC programs. Check the appropriate boxes to indicate what specific services are provided at each clinic site. Services generally vary between clinic sites, so it is essential that accurate service information is reported by respondent in order for HHSC to appropriately monitor services provided. *Important: Any changes in clinic information must be reported in writing to the appropriate HHSC Contract Manager in a timely manner. Programmatic or operational changes must be made in accordance with requirements outlined in the HHSC General Provisions at http://www.dshs.state.tx.us/grants/gen-prov.shtm.*

FORM E: TITLE V CHILD HEALTH & CHILD DENTAL
CEILING REQUEST and PERFORMANCE MEASURES

Legal Business Name of Respondent: Hidalgo County

	This page should reflect all services projected to be delivered during the contract period for those service categories described in your Service Deliver Plan and for which you intend to bill and expect to be paid (See Form E Guidelines). If you provide services in counties located in different HHSC regions, complete a separate form for each Health Service Region (HSR). Do not complete a separate for each county.			
	FY18 PROJECTED Estimated Number of Unduplicated Clients			
HSR: ☐ 1 ☐ 2/3 ☐ 4/5N ☐ 6/5S ☐ 7 ☐ 8 ☐ 9/10 ☒ 11			Infants 0 - 11 months Children & Adolescents 1 – 21 years	
	Number of Clients	Average Cost Per Client	Total $ Amount for all services provided	
Child Health (include costs for laboratory and case management)	376	$81.21	$30,535.00	
Child Dental	0	$0	$0	
GRAND TOTAL Number of Clients and Dollars	376	$81.21	$30,535.00	
Will Copay be Assessed?	☒Yes ☐No			
Title V Case Management for Children and Pregnant Woman (TV CPW)	Currently a provider and interested in continuing: ☐Yes ☐No		Not currently a provider, but am interested in applying: ☐Yes ☒No	

FORM E: TITLE V CHILD HEALTH & CHILD DENTAL CEILING REQUEST and PERFORMANCE MEASURES GUIDELINES

FORM E must be used for Title V proposed child health and dental services only. The form states the estimated unduplicated number of the Title V child health and/or child dental eligible clients the respondent proposes to serve and the amount to be billed to the Title V Child Health & Child Dental Services program. The Grand Total dollars is the contract award amount on the renewal application notice.

Complete a separate FORM E for each Health Service Region in which services will be provided.

For blocks 1-8, note the block number, its instructions below, and location on the form.
Steps to complete form:

1. Identify the Health Service Region (HSR) in the first column, row 1.

2. Block 8: Enter your **contract award amount** from the renewal application notice. This must match the Amount of Funding on Form A-1: Face Page, #9.

3. Blocks 3 and 6: Divide the amount in block 8 between blocks 3 and 6 for services provided. **Note:** Blocks 3 and 6 added together equal block 8.

4. Block 1: Divide amount in block 3 by your average cost per client in block 2 to determine Number of Child Health Clients.

5. Block 4: Divide amount in block 6 by your average cost per client in block 5 to determine Number of Child Dental Clients.

6. Block 7: Add blocks 1 and 4 and place the grand total number of clients in this block.

7. Indicate whether respondent will be assessing copay by checking "Yes" or "No".

8. Concerning Title V Case Management for Children and Pregnant Women (Title V CPW), indicate if the respondent is a current provider and wants to continue to provide Title V CPW services by checking "Yes" or "No. If the respondent is not a current provider, check "Yes" or "No" if interested in applying to be a provider. **Note:** A contractor cannot bill Title V for case management codes G9012-U5-U2, G9012-U5-TS, or G9012-TS if not registered as a Title V CPW provider.

FORM F: SERVICE DELIVERY PLAN FOR CHILD HEALTH & CHILD DENTAL SERVICES GUIDELINES

☒ Updated Organization chart attached

Contractors should describe their plans for service delivery (work plan) answering in full the questions below. Work plans should be submitted as a separate attachment along with their renewal application. Contractors do not need to repeat the question with their response.

Contractors should note any changes in their work plan document, from the FY14 Competitive RFP, in a different color font so that modifications can be easily identified by HHSC.

A maximum of six (6) pages may be submitted for the work plan.

1. Summarize the proposed **child health and/or child dental** services. Also, address if and how the respondent will serve individuals from counties outside the stated service area.

2. Describe service delivery systems, workforce (attach organization chart), policies, support systems (i.e., training, research, technical assistance), outreach and informing, financial and administrative systems including confidential data storage, staff development (i.e., eligibility, billing, clinical training) and other infrastructure elements available to achieve service delivery and policy-making activities. What resources do you have to perform the project, who will deliver services and how will they be delivered? Describe any existing partnerships with Texas certified Community Health Workers and/or Promotoras(es) and how they are utilized in the respondent's outreach and information efforts.

3. Describe the process of assessing client risk factors associated with family violence, substance abuse, and mental health needs.

4. Describe coordination with the other state and/or local health and human service providers in the service area(s), define how duplication of services is to be avoided, and describe the procedures in place to ensure clients are referred to other appropriate community resources, as needed.

5. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

6. If respondent plans to subcontract any Title V reimbursable services, describe:
   - Experience subcontracting with other agencies/providers;
   - Experience performing program monitoring of subcontractors; and
   - Experience providing technical assistance to subcontractors.

7. Describe internal Quality Assurance/Quality Improvement (QA/QI) process utilized to monitor services, identify staff responsible for ensuring that the identified processes are implemented, and who is responsible for ensuring they are updated. The description must include the following:
   - Role of the QA/QI Committee;
   - Medical and/or Dental Director's involvement in the QA/QI activities;
   - Activities utilized to identify trends of needed improvement and the frequency of those activities;
   - Activities to ensure correction and follow-up to findings identified;
   - Utilization and frequency of client satisfaction surveys;
   - System utilized to identify and monitor adverse outcomes;
   - Process for identifying performance and outcome measures; and
   - Process utilized to develop protocols and Standing Delegation Orders.

8. Describe agency's process in preparing for the release of a web-based system, **Integrated Business Information System (IBIS).** This system will do the process of client screening for eligibility and claims reimbursement. PC requirement for IBIS is a broadband connection capable of running the Internet Explorer web browser version 8.0 or higher. Document needs identified and action steps to address those needs before the IBIS launch date in FY18.

FORM F SERVICE DELIVERY PLAN FOR CHILD HEALTH AND CHILD DENTAL SERVICES

Legal Business Name of Respondent: Respondent: Hidalgo County

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see SERVICE DELIVERY PLAN GUIDELINES) associated with the services proposed in this proposal. A maximum of **five (5)** additional pages may be attached if needed for a total of six (6) pages.

1. The Hidalgo County Health and Human Services Department will continue to provide Child Health Services to uninsured and underinsured clients at all seven (7) clinics located throughout Hidalgo County. The department does not propose to provide Child Health services outside the Hidalgo County area.
2. The Hidalgo County Health and Human Services Department (HCHHSD) has provided Child Health services for more than 33 years to the indigent residents of Hidalgo County. HCHHSD receives state funds (DSHS) and local funds (County) to support Child Health services. The HCHHSD funds are monitored closely by the Budget Manager to ensure Child Health services are provided on an ongoing basis each year. The HCHHSD will continue to provide the Child Health services as per Title V Child Health Guidelines. The HCHHSD conducts Child Health services under the guidance of a Chief Physician. The Chief Physician and Practitioners update the department's Standing Delegations Orders yearly; and provide staff education and Quality Assurance activities on an ongoing basis to all nursing staff.

   The HCHHSD has 7 clinics throughout the county that facilitate client accessibility for Child Health Services. Each clinic is staffed with RN's, LVN's and support staff. The Chief Physician and Practitioners are accessible to the clinic nurses to ensure Child Health Services are provided to clients safely, timely, and as per DSHS/HCHHSD Policies and procedures. The HCHHSD utilizes an EMR System for client data and reports; and for screening and eligibility and the Imm Trac Registry for vaccine documentation. The HCHHSD adheres to the confidentiality policy (HIPAA) for all programs. The department utilizes county funds to promote the clinic services thru PSA's in TV, radio & newspaper. Also, the department's educators promote and educate the community on the services provided, specifically Child Health, in Health Fairs, community group presentations and coalition meetings. The HCHHSD also partners with the South Texas Promotora Association (STPA) Promotora's in promoting Child Health Services to the community. In addition, the HCHHSD partners with local providers in assisting Child Health clients and their families with medical health care needs and social needs. These providers include private physicians that provide delivery services, Nuestra Clinica del Valle and El Milagro Clinic. Indigent Health Care and State Department of Human Services assist in providing financial support. There are no other clinics in Hidalgo County that provide Child Health services to the uninsured free of charge as does the HCHHSD. Thus, DSHS support is essential to the HCHHSD to continue providing Child Health Services to the population in need in Hidalgo County.
3. The HCHHSD nurses assess each child for family violence, substance abuse, and mental needs in every client visit; by collecting the history (client/family), completing a mental screening tool, and conducting the physical assessment.
4. The HCHHSD partners with local providers (FQHC's) in referring children for medical health care needs. The HCHHSD continues to be the only agency that provides Child Health Services to the uninsured at no cost. Every child and family seen at the department are screened for resources and referred accordingly. This includes referring families for medical financial assistance. The HCHHSD also has a LBSW on staff that assist and provide case management services to children and families in need.
5. The HCHHSD nursing and support staff are all bilingual (English & Spanish). The HCHHSD also contract with South Texas Interpreters for the Deaf LLC and Language Line Contract Services Inc. to clients needing interpreting services. Also, all of the HCHHSD clinics are ADA compliant and are located throughout the county providing accessibility to the community in need. In addition, the department provides some extended hours to accommodate working families. Overall, the department assesses the client's and family needs yearly thru client satisfaction surveys, to improve service delivery.
6. The HCHHSD does not plan to subcontract Title V services for this contract period.
7. Quality Assurance/Quality Improvement (QA/QI) process for the HCHHSD is as follows:

   a. The role of the QA Committee is to write and monitor the Quality Assurance Plan of the HCHHSD. The members of the committee include the RN Supervisor, Clerk Managers, Practitioners, LBSW, Chief Physician, Chief Administrative Officer, Billing Supervisor, Director of Clinical Care Services (DCCS) & Assistant Director of Clinical Care Services (ADCCS).

   b. The Chief Physician's role is to review and update the department's Standing Delegations yearly, and as needed.

   c. The assigned QA Committee members conduct on site observation of services and client staff interactions provided by clinic staff for all programs at least quarterly; and, by using the appropriate observation tool. Findings and recommendations are reported to the committee at the next Committee

meeting. The Committee conducts client record reviews (audits) from all programs and clinics to evaluate compliance of Standards, Standing Delegation Orders, Policies and Procedures.

d. The Committee review records that are not compliant with Standards of Conduct appropriate actions as recommended on the record audit tool corrective action plan and follow up plan. The Committee evaluates the observations and record audit findings to determine staff development needs. The QA Committee also evaluates client records for compliance of Nursing Standards and refer to the Peer Review Committee, as applicable.

e. The HCHHSD DCCS ensures client satisfaction surveys are conducted at all Health Department Clinics at least yearly. The summarized report is reviewed with the QA Committee on the next quarterly meeting. The Committee utilizes these findings to assure that quality and appropriate services are provided at all the health department clinics.

f. The HCHHSD DCCS and the Chief Physician review all written client and providers complaints, as well as all adverse outcomes in the clinic setting and develop a safeguard to prevent recurrence. Adverse outcomes are written in the appropriate incident report form and a conference with the provider is conducted, with plan of action written, and correction date set. The Committee conducts follow up on recommendations made to ensure resolution of problems:

1. Recommendations to record audits.
2. Recommendations to adverse outcomes.

The committee assures standards of compliance and address recurrent deficiencies by providing necessary educational training, in-services, and management functions expeditiously to nursing and support staff to correct problems identified. Monitoring of all clinics services are conducted by the DCCS & ADCCS to all clinics on a quarterly basis. The Committee also recommends administrative action if the deficiencies continue.

g. The HCHHSD Chief Physician and department Practitioners maintain department Standing Delegation Orders current. This staff ensures that they stay updated on medical practices/standards by attending trainings, conferences and researching medical information. The HCHHSD Chief Physician and Practitioners also refer to and ensure that Standing Delegation Orders are within CDC and DSHS guidelines.

8. HCHHSD has a fully functional IT Division. Once DSHS releases additional information on the availability of the IBIS system, the HCHHSD I.T. Director and division staff will facilitate the training of appropriate staff on the IBIS system's functionality, access, security and processes. The accessibility of an IBIS help desk for technical systems support would be most helpful, once the IBIS system is implemented.

FORM G: Title V Child Health and Dental Subcontractor Information

Complete a separate Title V Subcontractor Information Form for each subcontractor. Please provide the following information on the subcontractor(s) that provide direct services to HHSC Title V Child Health and Dental clients. A subcontractor is one who does all or part of the work required in the original contract. Meaning our contractor would reimburse the subcontractor for the services provided with the reimbursement rate or agreed amount.

☒ **This form is not applicable because we do not subcontract Title V services.**

Subcontractor Name:			
	Contact Name:		
	Subcontractor's Physical Address (incl. street, city, county, state, & zip):		
	Subcontractor's Mailing Address (incl. street, city, county, state, & zip):		
Phone:			Ext.
Fax:			
Contact Email:			

FORM H: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: Respondent: Hidalgo County

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Health and Human Services Commission (HHSC) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.

2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.

3. Return 100% of any generated program income to the Title V program that generated the funds.

4. Provide services regardless of client's inability to pay.

5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.

6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.

7. Provide HHSC with access to all data gathered or generated.

8. Agree to share data/information generated by the project, within constraints of confidentiality, with HHSC, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.

9. Grant HHSC rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.

10. Make available for HHSC review, all promotional materials/media to be disseminated in conjunction with this Title V project.

11. Comply with all applicable Title V policies, procedures, and regulations.

12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.

13. Establish orientation and in-service training plan for all project personnel for skills development to include eligibility, billing, and Integrated Business Information System (IBIS) data entry and/or continuing education based on an assessment of training needs.

14. Ensure that Title V medical services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.

15. Ensure that Title V dental services will be performed under the supervision, direction and responsibility of a qualified licensed dentist, and current procedures and Standing Delegation Orders are in place.

16. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.

17. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps online education modules and maintain documentation that the required modules were completed prior to providing checkup services.

Authorized Signature **Date**

TEXAS Health and Human Services

FORM I: CHILD SUPPORT CERTIFICATION
(Required for all Respondents EXCEPT Non-profit and Governmental Entities)

Child Support Certification

The Texas Family Code, §231.006, VTCA places certain restrictions on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified below is not a governmental entity or a nonprofit corporation and certifies to the following:

1. The contractor is: (check one)

   ☐ An individual or sole proprietor, or

   ☐ A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

2. The contractor certifies the following is a complete list of the names and social security numbers of either (A) the individual or sole proprietor who is the contractor or (B) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity: (attach additional sheet if necessary).

   (A) Printed Name: _____
   Social Security Number: _____
   (B) Printed Name: _____
   Social Security Number: _____

3. Under the Texas Family Code, §231.006, VTCA the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

4. Printed Name of Contractor: _____
   Printed Name of Authorized Representative: _____
   Signing this Certification: _____
   Signature of Authorized Representative: _____
   Date: _____

FORM I: CHILD SUPPORT CERTIFICATION GUIDELINES

Form A-6 is required by Texas Family Code, §231.006, and is designed to certify that anyone applying for funds under this RFP is not a child support obligor (a person who is more than 30 days delinquent). This form is applicable to for-profit corporations, sole proprietors, individuals and partnerships. This form is NOT applicable to Governmental entities and non-profit corporations. These types of entities do not need to complete the form.

PROGRAM SPECIFIC APPENDICES

Appendix A: Attached Title V Child Health Worksheet

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the Renewal Application. The Title V Child Health worksheet is attached for informational purposes in order to assist respondents in completing Form E. ***The worksheet should not be returned with the application.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY18 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY18 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

Appendix B: Attached Title V Child Dental Worksheet

Excel worksheets are provided that show the Title V Services and Reimbursement Rates for each of the funding sources in the RFP. Title V Child Dental worksheet is included for informational purposes in order to assist respondents in completing Form E. ***The worksheet should not be returned with the application.***

Instructions for completing the worksheet:

1. The worksheet has columns entitled: Code, Brief Descriptor, FY18 1-21 yr, Quantity of Services, Estimated Total 1-21 yr Reimbursement, FY18 <1 yr, Quantity of Service, and Estimated Total < 1 yr Reimbursement.

2. A formula is in the spreadsheet for the quantity of service. When this data is entered, the estimated reimbursement amount will automatically be figured and entered into the reimbursement column.

3. The total reimbursement for 1-21 yr and total reimbursement for < 1 yr will be noted at the bottom of the worksheet.

TEXAS Health and Human Services

HEALTH AND HUMAN SERVICES COMMISSION

FORM A: FACE PAGE – FY18 Child Health & Child Dental Renewal Application as authorized under Community Health Services (RFP # CHS/TV-0554.1)

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION			
1) LEGAL BUSINESS NAME:	Hidalgo County		
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):		**Check if address change**	☐
	1304 S. 25th Ave Edinburg, Texas 78542		
3) PAYEE Name and Mailing Address (if different from above):		**Check if address change**	☐
	Norma Garcia, County Treasurer, 2810 South Business Hwy 281, Edinburg, Texas 78542		
4) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) **or Social Security Number** (9 digit) : **DUNS Number:**		74-6000717 10-311-0834	

The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

5) Medicaid Provider Number:	1932146836	**OR**	**Date Medicaid Application Submitted & TMHP Ticket #:**

6) TYPE OF ENTITY (check all that apply):

☐	City	☐	Nonprofit Organization*	☐	Individual
☒	County	☐	For Profit Organization*	☐	FQHC
☐	Other Political Subdivision	☐	HUB Certified	☐	State Controlled Institution of Higher Learning
☐	State Agency	☐	Community-Based Organization	☐	Hospital
☐	Indian Tribe	☐	Minority Organization	☐	Private
		☐	Faith Based (Nonprofit Org)	☐	Other (specify):

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD:	**Start Date:**	09/01/2017	**End Date:**	08/31/2018

8) COUNTIES SERVED BY PROJECT: Include completed list of counties to be served behind Face Page per Title V funded service(s).

9) AMOUNT OF FUNDING	**V-CH & CD:** $ 30,535.00
10) PROJECTED	$ 2,700,000.00

Does respondent's projected state or federal expenditures exceed $500,000 for respondent's current fiscal year (excluding amount requested in line 9 above)? **

Yes ☒ No ☐

***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non-project-related HHSC funds.*

11) PROJECT CONTACT PERSON

Name:	Eduardo Olivarez
Phone:	956-383-6221
Fax:	956-383-3229
E-mail:	eddie.olivarez@hchd.org

12) FINANCIAL OFFICER

Name:	Raymundo Eufracio
Phone:	956-318-2511
Fax:	956-318-2577
E-mail:	ray.eufracio@auditor.co.hidalgo.tx.us

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: HHSC Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE		**Check if change** ☐	**14) SIGNATURE OF AUTHORIZED REPRESENTATIVE**
	Name:	Ramon Garcia	Ramon Garcia
	Title:	County Judge	**15) DATE**
	Phone:	956-318-2600	
	Fax:	956-318-2699	3/7/17
	E-mail:	ramon.garcia@co.hidalgo.tx.us	

APPROVED BY
COMMISSIONERS' COURT
ON: 3/7/17

FORM H: TITLE V FEE FOR SERVICE PROGRAM ASSURANCES

Legal Business Name of Respondent: Respondent: Hidalgo County

As the duly authorized representative of the respondent, I certify that the respondent agrees to comply with the requirements and intent of the Maternal and Child Health Services Title V Block Grant and all other requirements of the Health and Human Services Commission (HHSC) which include, but are not limited to, the following:

1. Conduct Title V activities in a culturally sensitive and non-discriminating manner.

2. Conduct Title V activities as outlined in respondent's application, and to notify the Manager of the Contract Development and Support Branch prior to any significant departures from this plan.

3. Return 100% of any generated program income to the Title V program that generated the funds.

4. Provide services regardless of client's inability to pay.

5. Continue to serve existing Title V eligible clients even if awarded funds have been expended per the Policies and Procedures Manual for Title V Maternal & Child Health Fee-for-Service for Child Health, Dental and Prenatal.

6. Screen and refer clients for Medicaid, CHIP, or other medical services assistance programs, and refer clients to those funding sources for which they may be eligible. Title V funds must not be used to pay for services that are allowable for persons eligible for Medicaid or CHIP or who have other third party health insurance.

7. Provide HHSC with access to all data gathered or generated.

8. Agree to share data/information generated by the project, within constraints of confidentiality, with HHSC, other area local public health entities, local authorities and communities in order to eliminate duplication of effort.

9. Grant HHSC rights to all tangibles, patentable, or copyrightable products developed with Federal and State funds.

10. Make available for HHSC review, all promotional materials/media to be disseminated in conjunction with this Title V project.

11. Comply with all applicable Title V policies, procedures, and regulations.

12. Must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.

13. Establish orientation and in-service training plan for all project personnel for skills development to include eligibility, billing, and Integrated Business Information System (IBIS) data entry and/or continuing education based on an assessment of training needs.

14. Ensure that Title V medical services will be performed under the supervision, direction, and responsibility of a qualified licensed physician, and current protocols and Standing Delegation Orders are in place.

15. Ensure that Title V dental services will be performed under the supervision, direction and responsibility of a qualified licensed dentist, and current procedures and Standing Delegation Orders are in place.

16. Ensure that clinicians are in place who are licensed by the State of Texas to provide the type of services for which funding is requested.

17. Ensure that all registered nurses (RNs) who perform child health exams following the Texas Health Steps periodicity schedule have completed the Texas Health Steps online education modules and maintain documentation that the required modules were completed prior to providing checkup services.

Ramon Garcia
Authorized Signature

3/7/17
Date

APPROVED BY
COMMISSIONERS' COURT
ON: 3/7/17

Attachment H – Federal Assurances and Certifications

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

AI-60310 **Health & Human Services Dept.** **12. D.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to ratify action taken on 02/06/17 through AI-58260 to appropriate the local match portion in the amount of $7,200.00.

BACKGROUND

02/06/17 - AI-58260 - Acceptance of the TB/PC State Amendment in the amount of $36,000.00.
08/09/16 - AI-55564 - Acceptance of the TB/PC State contract #2016-001417-01.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-10-340-008-6-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** Y

BUDGETARY IMPACT:

Grant Fiscal year is 2017.
On 02/06/17 a grant amendment in the amount of $36,000.00 was appropriated. The local match portion of $7,200.00 was omitted from the appropriation. Reference AI-58260.
The Amendment requires 20% local match. The local match has been previously reserved during the annual budget process. Reference Local Match accounts.

Attachments

Budget Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/14/2017 01:48 PM
Ivan Cantu	Ivan Cantu	06/22/2017 10:01 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Mike Escaname		Started On: 06/14/2017 01:10 PM
Final Approval Date: 06/23/2017		

DATE: 06/27/2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-10-340-008-6-XXX T. B. Control (State)

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
Fringes		
Contractual		
7-1293-441-10-340-008-6-331	TB Control - Physican Services	$ 4,200.00
Supplies		
7-1293-441-10-340-008-6-610	T.B. Control - General Supplies	$ 3,000.00
	TOTAL APPROPRIATION	$ 7,200.00
7-1293-334-10-340-008-6-000	T.B. Control - Revenue	$ -
7-1293-391-01-000-100-7-000	Transfers In - General Fund (**DO NOT POST)**	$ 7,200.00
7-1100-491-01-000-293-7-891	Transfers Out - Health Grants (**DO NOT POST)**	$ 7,200.00
	TOTAL APPROPRIATION	$ 7,200.00

REASON: To appropriate the local match portion of the T.B. Control (State) grant Amendment. (Refer to AI-58260 appropriation).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

AI-60307 **Health & Human Services Dept.** **12. E.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval of the Certification of Revenue by County Auditor in the amount of $153,320.50. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming program.
2. Requesting approval to appropriate the MAC budget in the amount of $153,320.50.

BACKGROUND

MAC reimbursement is from quarter July to September 2016.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-059-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of grant funds for the Medicaid Administrative Claiming to fund various operating expenses. Funds available pending certification of revenues, as certified by Co. Auditor.

Revenue acct: 7-1293-331-12-340-059-0-000 *MEDICAID ADMIN REVENUES*

Attachments

Budget Appropriation
Funds
COR Request Email-Health Dept.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/14/2017 01:20 PM
Ivan Cantu	Ivan Cantu	06/15/2017 09:42 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Mike Escaname		Started On: 06/14/2017 11:28 AM
Final Approval Date: 06/23/2017		

DATE: 06/27/2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-059-0-XXX Medicaid Administrative Claiming

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Travel		
Equipment		
Supplies		
7-1293-441-00-340-059-0-610	MAC - General Supplies	$ 93,320.50
7-1293-441-00-340-059-0-660	MAC - Furnishings & Equipment	$ 10,000.00
Other		
7-1293-441-00-340-059-0-339	MAC - Other Professional Services	$ 50,000.00
	TOTAL APPROPRIATION	$ 153,320.50
7-1293-331-12-340-059-0-000	MAC - Revenue	$ 153,320.50
	TOTAL APPROPRIATION	$ 153,320.50

REASON: To appropriate Medicaid Administrative Claiming funds (Quarter July through September 2016)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

Payment Information

Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
17460007176	060	4427074	DD	529	153320.50

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
9SA10509	PC1274C VOUCHERID:15178	MEDICAID ADMINISTRATIVE CLAIMS (MAC) JULY - SEPTEMBER 2016	-268.30	0.00
9SA10509	PC1274C VOUCHERID:15178	MEDICAID ADMINISTRATIVE CLAIMS (MAC) JULY - SEPTEMBER 2016	5,366.00	0.00
9SA10509	PC1274C VOUCHERID:15178	MEDICAID ADMINISTRATIVE CLAIMS (MAC) JULY - SEPTEMBER 2016	-7,801.20	0.00
9SA10509	PC1274C VOUCHERID:15178	MEDICAID ADMINISTRATIVE CLAIMS (MAC) JULY - SEPTEMBER 2016	156,024.00	0.00

06-06-2017

June 15, 2017 9:07 AM

FW: Request - Certification of Revenue - MAC - $153,320.50

From: Mike Escaname

To: ivan cantu

AI-60307 July t...2016 062717.pdf (105.9 KB) Download | Briefcase | Remove

Deposit July to...2016 060617.pdf (54.9 KB) Download | Briefcase | Remove

Download all attachments

Remove all attachments

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Wednesday, June 14, 2017 11:39 AM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Cc: deborah.fischer@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - MAC - $153,320.50

Minerva,

I'd appreciate if you can arrange to have a Certification of Revenue prepared in the amount of $153,320.50.

AI-60307 has been created for June 27, 2017 to appropriate the MAC reimbursement for the quarter of July to Sept. 2016.

Let me know if you have any questions.

Thanks,

Mike Escaname
Chief Financial Officer
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

AI-60071 **Health & Human Services Dept.** **12. F. 2.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

A. Discussion, consideration and approval to draw down funds for Demonstration Year 6 Round 1 DSRIP and monitoring Payments in the amount to be determined by HHSC instructions from the Local Provider Participation Fund (LPPF) with a settlement date of 7/3/17.
B. Approval of Certification of Revenues as certified by the County Auditor from the LPPF in the amount to be determined by HHSC instruction.
C. Approval of 2017 Appropriation of funds from the LPPF in the amount to be determined by HHSC instructions.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1258-444-00-240-006-3-843

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as follows:

LPPF Unassigned Fund Balance = $6,957,969.76
Pending Certification of Revenues = $6,437445.85

Total Funding Appropriation = $13,395,415.61

Attachments

HHSC email
Anchor Notes
Estimated DY6
Appropriation
FINAL
instructions
summary
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 02:51 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Dairen Sarmiento		Started On: 05/31/2017 12:08 PM
Final Approval Date: 06/23/2017		

Estimated DY6 Round 1 IGT

HHSC Texas Healthcare Transformation and Quality Improvement Program <TXHealthcareTransformation@hhsc.state.tx.us>

Thu 5/18/2017 5:03 PM

To: Brittney Nichols <brittney.nichols@uthct.edu>; Daniel Deslatte (daniel.deslatte@uthct.edu) <daniel.deslatte@uthct.edu>; Stephanie Fenter <stephanie.fenter@uthct.edu>; Jennifer Woodard <jnwoodar@utmb.edu>; Katrina Lambrecht (kmlambre@utmb.edu) <kmlambre@utmb.edu>; MA Craig S. Kovacevich (cskovace@utmb.edu) <cskovace@utmb.edu>; Susan Seidensticker <smseiden@utmb.edu>; Amanda Callaway <Amanda.Callaway@harrishealth.org>; Giovanni Rueda-Anguiano <Giovanni.Rueda-Anguiano@harrishealth.org>; Gwendolyn Huskey <gwendolyn.huskey@harrishealth.org>; Jessica Hall <jessica.hall@harrishealth.org>; Michelle Eunice <michelle.eunice@harrishealth.org>; Mike Norby <michael.norby@harrishealth.org>; Nina Kavarthapu <Nina.Kavarthapu@harrishealth.org>; RHP 3 box <setexasrhp@harrishealth.org>; Robert Hillier <robert.hillier@harrishealth.org>; Sukhvir Sandhu <Sukhvir.Sandhu@harrishealth.org>; Victoria Nikitin <victoria.nikitin@harrishealth.org>; Jonny F. Hipp <jonny.hipp@nchdcc.org>; Linda Wertz <lkwertz@gmail.com>; Dairen Sarmiento (dairen.sarmiento@hchd.org) <dairen.sarmiento@hchd.org>; Eddie Olivarez (eddie.olivarez@hchd.org) <eddie.olivarez@hchd.org>; Kevin Nolting <knolting@noltingconsulting.com>; Rick Salinas <ricardo.salinas@hchd.org>; Carol Huber <Carol.Huber@uhs-sa.com>; Ted Day <Ted.day@uhs-sa.com>; Anne Kennedy <anne.kennedy@centralhealth.net>; Carol Saucedo <carol.saucedo@centralhealth.net>; Danielle Stanley <danielle.stanley@centralhealth.net>; Jeff Knodel <jeff.knodel@centralhealth.net>; Katie Coburn <katie.coburn@centralhealth.net>; Sarah Cook (sarah.cook@centralhealth.net) <sarah.cook@centralhealth.net>; Dr. Nancy Dickey <dickey@tamhsc.edu>; Jennifer LoGalbo <logalbo@tamhsc.edu>; Shawna Jiles <jiles@tamhsc.edu>; Shayna Spurlin <spurlin@tamhsc.edu>; Alan Townsend <alan.townsend@phhs.org>; Christina Mintner <CHRISTINA.MINTNER@phhs.org>; Gail Howard (gail.howard@phhs.org) <gail.howard@phhs.org>; Margaret Roche <margaret.roche@phhs.org>; hbeal@jpshealth.org <hbeal@jpshealth.org>; Region 10 <rhp@jpshealth.org>; Shelly Corporon <scorporo@jpshealth.org>; Wayne Young <wyoung@jpshealth.org>; Britanni Bilse <bb@brittanibilse.com>; Daniel Smith <dwsmith@ppgh.com>; Dee Waldow (dwaldow@ppgh.com) <dwaldow@ppgh.com>; Harris Brooks (harris@ppgh.com) <harris@ppgh.com>; Karen Neal <karenn@durbinco.com>; Monty Mitchell <MMITCHELL@ppgh.com>; Bobbye Hrncirik <bobbye.hrncirik@umchealthsystem.com>; Jacquee Brown <jacqueline.brown@umchealthsystem.com>; Jeff Dane <jeff.dane@umchealthsystem.com>; Sandra James <sandra.james@umchealthsystem.com>; Holly Foreman <hollyforeman@shannonhealth.org>; Renae Thomas <rthomas@bradyhospital.com>; Starr Long <heatherlong@shannonhealth.org>; Tim Jones <timjones@bradyhospital.com>; John O' Hearn (johearn@echd.org) <johearn@echd.org>; Cathy Gibson <cgibson@umcelpaso.org>; Jacob Cintron <jacob.cintron@umcelpaso.org>; Michael Nunez (mnunez@umcelpaso.org) <mnunez@umcelpaso.org>; Oscar Perez <oscar.perez@umcelpaso.org>; Kathy Lee <k.lee@cmhos.org>; RHP 17 Box <rhp17@tamhsc.edu>; Bill Bilyeu <bbilyeu@collincountytx.gov>; Claudia Coggin <claudia.coggin@gmail.com>; des Anges Cruser <desAnges@PCIProCompSolutions.org>; Keith Self <keith.self@collincountytx.gov>; Leigh Hornsby (leigh.hornsby@publicinformationassociates.com) <leigh.hornsby@publicinformationassociates.com>; Ginnie Holmes <ginnie.holmes@electrahospital.com>; Rebecca McCain (Rebecca.mccain@electrahospital.com) <Rebecca.mccain@electrahospital.com>; Sheila Newton <sheila.newton@electrahospital.com>; Nancy Cadena (ncadena@webbcountytx.gov) <ncadena@webbcountytx.gov>; NORA PRADO <nprado@webbcountytx.gov>; Reyna Carrillo <rcarrillo@webbcountytx.gov>;

Cc: HHSC Texas Healthcare Transformation and Quality Improvement Program <TXHealthcareTransformation@hhsc.state.tx.us>;

Sensitivity Confidential

1 attachments (879 KB)

Estimated DY6 Round 1 IGT - Based on All Approved and Current IGT Allocations.xlsx;

Please review the yellow highlighted columns in the attached file for DY6 Round 1 estimated DSRIP payments and DY6 Monitoring IGT due. The estimated payments are based on the assumption that all milestones/metrics reported as achieved in DY6 Round 1 will be approved by HHSC.

These estimates are provided to inform any needed IGT changes in entities or proportion due to HHSC by **June 1, 2017, 5:00pm** using the IGT Entity Change Form located at: https://hhs.texas.gov/sites/hhs/files/documents/laws-regulations/policies-rules/1115-docs/IGT-Entity-Change-Form-%28DY4-6%29.xlsx.

Do not use these estimates to submit IGT. Rate Analysis will notify IGT Entities and Anchors of the actual IGT due the week of June 19, 2017.

This file will also be posted on the waiver website. Please let us know if you have any questions. Thanks,

Amanda Broden
Healthcare Transformation Waiver Operations
Medicaid/CHIP
amanda.broden@hhsc.state.tx.us | 512-462-6388

Anchor Conference Call

AGENDA

May 26, 2017
1:30 - 3:00 p.m. CST

1. General Anchor Communication

- As always, thank you for all of your continued work!

2. DSRIP Implementation

April DY6 Reporting

- Reporting & Payment Timeline:
  - June 1, 2017, 5:00pm – Due date for submission of any IGT changes.
  - June 9, 2017 – HHSC completes their review and notifies providers of the April DY6 initial reporting results.
  - July 3, 2017 – IGT settlement date for April reporting DSRIP payments.
  - July 7, 2017, 11:59pm – Due date for providers who received requests for additional information to submit their April DY6 NMI documentation.
  - July 14, 2017 – April reporting DY6 DSRIP payments processed for transferring hospitals and top 14 IGT Entities.
  - July 31, 2017 – April reporting DY4 and DY5 DSRIP payments processed for all providers and DY6 DSRIP payments processed for remaining providers that were not paid on July 14, 2017. Note that there are separate transactions for each payment for each DY.
  - August 9, 2017 – HHSC completes their review and notifies providers who received requests for additional information of the April DY6 NMI reporting results.

Compliance Monitoring

- **Cat 1 and 2**
  - Round 3 reviews continue as planned. MSLC will be contacting providers with follow up or additional requests. The goal is to finish Round 3 reviews in June.
  - Some of the projects that are being finalized in Round 3 are outstanding projects from Round 2. If a provider receives a MSLC notification Complete - Metric Revised - Achieved for the metric that was reviewed in Round 3 and was also reviewed in Round 2 with the status Complete-Not Achieved, that MSLC notification is final for that metric and HHSC is not sending notifications for providers with these scenarios.
  - HHSC adjusted its approach to notifying providers about recoupments. We are sending out preliminary notifications and providers have 3 business days to respond. Providers that receive preliminary notifications should also expect to receive final communication from HHSC.
  - Some providers are given an option to select which metric (e.g. DY3 or DY4) should be recouped. In this case providers have 5 business days to respond.
- **Category 3**
  - MSLC continues to review Category 3 measures. The goal is to finish current reviews in June.

3. Waiver Renewal

Overview of Key Changes to PFM:

- RHP Plan Update Submissions/Timelines
  - Given current timelines, the RHP Plan Update Submission is changed from November 30, 2017, to January 31, 2018.
- Category Funding Distribution
  - The main change is the addition of a payment to providers equal to 20% of their valuation for the submission of a complete and approved RHP Plan Update.
  - This payment would be made in July 2018 along with payments for achievement of milestones that are eligible to report in April 2018.
  - The remaining 20% DY6A Anchor payment would also be included with July 2018 payments. There is no additional Anchor-specific DY7 DSRIP payment. Anchors may claim administrative costs at the 50/50 match in DY7-8.
- Remaining Unused Funds - Additional Regional Allocations
  - Leadership decision on unused funds is to first allow RHPs that did not fully use their allocation to use it for DY7-8. HHSC will be reaching out to those RHPs.
  - New and existing Performing Providers would be eligible for the funds through a process determined by the RHP and meets the requirements under PFM paragraph 31.c. HHSC is not prescribing the RHP process or how public meetings are conducted.
  - If a provider chooses not to participate in DY7, then the funds will be included for a statewide proposal that may be submitted in DY7 or later. These funds would not be redistributed to regions and will not be considered in the funds under PFM paragraph 31.
- System Definition
  - In response to feedback, the revisions provide additional system definition detail, structure, and flexibility for the variances in DSRIP performing provider systems. For each provider type, there will be a minimum definition required (this is what is meant by “base unit”), to which the provider may add other components of their delivery system. So while there is some flexibility, we want there to be some level of consistency across provider types. We are still working toward finalizing what the minimum required system definition is for the respective providers. It may be helpful to think of the system as something that will be defined in the template for the RHP Plan Updates. If, for example, you are a hospital, there will be a menu of items that you must include in your system definition if you actually have those elements: inpatient, Emergency Department, maternal department, homeless care, owned outpatient clinics, for example. And then a hospital provider would be able to add contracted outpatient clinics, contracted community organizations, etc. Additional clarification will be provided in the Measure Bundles Protocol.
- Private Hospital Participation Incentive
  - Based on feedback from private hospitals that the incentive was not enough, the revision increases the incentive from 10% to 15% Pay for Reporting in Category D.
- Costs and Savings
  - Allows providers to track costs and savings for just one activity of their choice rather than for all their activities. It also exempts providers with $1 million or less in valuation by DY.
  - The activity selected must be from one of the Performing Provider’s Category A - Core Activities.
- Reporting
  - Based on stakeholder feedback, the revision changes the timeframes during which providers may report DY7 MLIU PPP. The revision allows providers to report DY7 MLIU PPP

in the 2nd reporting period of DY7 (October 2018) or the 1st reporting period of DY8 (April 2019)
- For Category C, adds ability to carry forward performance.

Responses/Clarifications for Anchor Questions on Updated PFM

- Cross-regional Performing Providers
  - The "home" regions selected by cross-regional providers is indicated in the Minimum Point Thresholds file and will be included in the RHP Plan Update templates. Providers will only need to submit information in the RHP Plan Update in their "home" region.
  - Performing Providers that were moved to "home" regions do not need to apply measure bundle points proportionally to each region they previously participated in. These providers will be required to continue DSRIP activities (includes Category A-D) in the previous regions as certified in the RHP Plan Update and summarized qualitatively during Category A reporting.
- Measure bundles and MLIU PPP overlap
  - For situations where multiple Performing Providers are serving the same patients and want to select the same measure bundles, HHSC is still working on how to help different providers that share the same location define their system -- this most specifically applies to physician groups associated with an Academic Health Science Center that may not have their own hospital. While we encourage collaboration between these providers, and choosing some of the same measure bundles will be allowed, the system definition for these providers may not be one and the same. In other words, the system of one performing provider may not be exactly the same as a second performing provider. Some overlap may be permissible.
- Carryforward
  - There are two types of carryforward: 1) carryforward of reporting and 2) carryforward of achievement. Neither types of carryforward apply to Category A or Category D.
    - Carryforward of reporting is allowed for:
      - Category B - MLIU PPP may be reported in October of the current DY or April of the following DY with the same measurement period, e.g., DY7 MLIU PPP may be reported in October DY7 or April DY8 with the measurement period as DY7.
      - Category C - **P4R** Measures may be reported in October of the current DY or April of the following DY with the same measurement period, e.g., DY7 P4R measure may be reported in October DY7 or April DY8 with the measurement period as DY7.
      - Category C - **P4P** Measures with calendar year (CY) measurement periods may report baselines and performance in one of two reporting periods - the one immediately following the measurement period or the following reporting period, e.g., Baseline of CY17 may be reported in April or October DY7 while DY7 achievement of CY18 may be reported in April or October DY8.
    - Carryforward of achievement is allowed only for Category C - **P4P** measures
      - DY7 goal achievement may be achieved in PY1/CY18 or PY2/CY19. Carried forward DY7 PY2 achievement must be reported in April DY9.
      - DY8 goal achievement may be achieved in PY2/CY19 or PY3/CY20. Carried forward DY8 PY3 achievement must be reported in April DY10.

- RHP Plan Update
    - HHSC has not developed the RHP Plan Update template; however, it will likely be an Excel template per Performing Provider that auto-populates information such as valuation, checks inputs, allows limited requests for changes as specified in the PFM, etc. Depending on CMS approval of the additional 21 months and protocols, the template is tentatively targeted for release in December 2017.
    - Providers do not need to indicate in the RHP Plan Update whether they plan to report Category C - P4P measure baselines in April or October DY7. Baseline performance does not need to be submitted with the RHP Plan Update as it is included under the DY7 baseline reporting milestone. If providers are requesting shorter or delayed measurement periods, they are planned to be submitted in the RHP Plan Update.
    - Anchors will not be required to maintain updated RHP Plan Updates incorporating HHSC/provider changes to Categories A-D. Future changes (after RHP Plan Update submission) will be incorporated in the DSRIP Online Reporting System and HHSC posted materials.
    - Providers that previously indicated their request to increase their valuation to $250,000 in the DY6 Participation Template do not need to re-request the increase. All Performing Providers will be required to certify their DY7-8 valuation in the RHP Plan Update.
- Category C - P4P Measures
    - A provider may be approved to be exempted from reporting performance on the Medicaid-only payer type and/or the LIU-only payer type for a measure's reporting milestone; however, the provider is still required to report performance on the all-payment type at a minimum to eligible for payment of the reporting milestone.
    - HHSC is working to align measure bundles with MACRA/MIPS and MCO quality measures.
    - Rural hospitals may select the same measure bundles and must report on all the required measures within a selected measure bundle. There may also be optional measures in a measure bundle.
    - There is not a maximum valuation for Measure Bundles with standalone measures. There is a maximum for Measure Bundles with only non-standalone measures and a minimum valuation for all Measure Bundles as described in PFM paragraph 17.h.
    - All measurement periods must be consecutive, e.g. for measures with approved shortened or delayed baseline measurement periods, the 12 months immediately following the baseline period would be the performance year.
- Minimum Point Thresholds
    - Regarding PFM paragraph 17.k.iii. that hospitals for which HHSC did not have sufficient data or specialty hospitals with limited scope may have an alternate methodology for determining their MPTs, HHSC has not notified those hospitals or determined a calculation methodology yet.
    - The steps in calculating each hospital MPT is described under PFM paragraph 17.k.ii. and formulas were included in the "Minimum Point Thresholds" file that was shared with Anchors on 5/17/17. In summary, first the Statewide Hospital Factor (SHF) is determined, next the Statewide Hospital Ratio (SHR) is determined, and then based on the SHR, the MPT is determined as described in PFM paragraph 17.k.ii.C.

- Reporting
  - If a Performing Provider does not complete Category A DY7 reporting in October DY7, then they may be subject to recoupment of all DY7 payments from April DY7 including the RHP Plan Update payment and the related October DY7 payments would be withheld.

Measure Bundle Protocol

- HHSC is targeting mid-June for release of the Measure Bundle Protocol. This will be the opportunity for providers and other stakeholders to give feedback on the measures from their perspective.
- The menu of proposed Measure Bundles for hospitals and physician practices and measures for CMHCs and LHDs will be defined in the Measure Bundles Protocol. The Point values assigned to each Measure Bundle will be in the Measure Bundles Protocol along with a summary of how points were determined and the factors used.
- This protocol will also include draft Category D measures and Category A - Core Activities. Stakeholders will be able to provide feedback on core activities along with feedback on Measure Bundles and measures. Core Activities will be similar to the activities previously listed under the Transformative Extension Menu Project Options and providers will have the option to include Core Activities not included in HHSC's list. Performing Providers should select Core Activities based on their selected Measure Bundles and community needs.
- Following the release of the Measure Bundle Protocol, HHSC will open a survey for stakeholder feedback. We also are planning for a webinar in late June (date TBD) to go over the Measure Bundle Protocol and changes to the PFM.

Waiver Negotiations Update

- Talks are ongoing following the May 8th meeting in Washington, D.C., including budget neutrality, DSRIP and UC. HHSC will provide more details as soon as they become available.

Clinical Champions Workgroup

- This week the BATs had their third round of conference calls following voting on potential measures, including some new measures submitted by BAT participants.
- The Technical Advisory BAT has discussed definitions of "setting" and "active patient" for measures, and provided input on potential system definitions.
- HHSC had conference calls with LHDs and CMHCs to continue discussions on measures for those provider types. Additional suggestions were received from the Council for the CMHCs measures, many of them are measures from other Measure Bundles. There were no additional suggestions from the LHDs.

4. Other Information for Anchors

DSRIP Statewide Events Calendar

July 2017			
RHP	**Date**	**Topic**	**Contact**
8 & 17	7/19	Joint Learning Collaborative	Shayna Spurlin

August 2017			
RHP	**Date**	**Topic**	**Contact**

2	8/18	RHP 2 Behavioral Health Learning Collaborative	Susan Seidensticker

September 2017			
RHP	**Date**	**Topic**	**Contact**
6	9/21	RHP 6 Learning Collaborative Summit	Carol Huber
12	9/28	RHP 12 Learning Collaborative	Sandy James

For waiver questions, email waiver staff: TXHealthcareTransformation@hhsc.state.tx.us.
Include "Anchor (RHP#):" followed by the subject in the subject line of your email so staff can identify your request.

DSRIP Payment Summary Report by Affiliation_Number for Demo Year 6 Round 1 - *Assuming*							Round 1						
IGT Affiliation Number	RHP	Template Provider TPI	Updated TPI	Provider Name	IGT TPI	IGT Name	DY6 Round 1 Approved IGT	DY5 Carryforward Round 1 Approved IGT	DY5 Previous Round NMI Approved IGT	DY5 Other Approved IGT (from previous DY that was short IGT)	DY4 Carryforward Previous Round NMI Approved IGT	DY4 Other Approved IGT (from previous DY that was short IGT)	Total Approved IGT for Round 1 DSRIP
529-08-0236-00067	RHP 5	094113001	094113001	McAllen Hospitals LP dba Edinburg Regional Medical	139350611	Hidalgo County	$3,032,823.36	$546,039.75	$2,215,824.52	$0.00	$310,212.52	$0.00	$6,104,900.15
529-08-0236-00020	RHP 5	112716902	112716902	Columbia Rio Grande Healthcare dba Rio Grande Regi	139350611	Hidalgo County	$1,429,067.39	$1,554,205.13	$0.00	$0.00	$0.00	$0.00	$2,983,272.52
529-08-0236-00063	RHP 5	135035706	135035706	Knapp Medical Center	139350611	Hidalgo County	$124,264.54	$0.00	$0.00	$0.00	$0.00	$0.00	$124,264.54
529-08-0236-00030	RHP 5	160709501	160709501	Doctor's Hospital at Renaissance	139350611	Hidalgo County	$2,415,577.50	$920,220.00	$460,110.00	$0.00	$242,470.67	$0.00	$4,038,378.17
													$13,250,815.38

DSRIP Payment Summary Report by IGT for Demo Year 6 Round 1 - *Assuming all achieved milestones/metrics are*											
RHP	IGT TPI	IGT Name	DY6 Round 1 Approved IGT	DY5 Carryforward Approved IGT	DY5 Previous Round NMI Approved IGT	DY5 Other Approved IGT (from previous DY that was short IGT)	DY4 Carryforward Previous Round NMI Approved IGT	DY4 Other Approved IGT (from previous DY that was short IGT)	Total Approved IGT for Round 1 DSRIP	DY6 Round 1 Monitoring Amount	Total Round 1 IGT Needed for DSRIP and Monitoring
RHP 5	139350611	Hidalgo County	$7,001,732.79	$3,020,464.88	$2,675,934.52	$0.00	$552,683.19	$0.00	$13,250,815.38	$144,600.23	$13,395,415.61

DATE: June 27, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2017
Appropriation
AI-60071

DEPARTMENT NAME: Department of Budget & Management for **Human Services -LPPF**

ACCOUNT NUMBER: 7-1258-444-00-240-006-3-843

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
7-1258-444-00-240-006-3- 843	LPPF	Aid to Nongovt	13,395,415.61
6-1258-355-20-240-006-0- 000	*LPPF-SPEC ASSESS-*	*EDINBURG REGIONAL MED*	*2,965,847.18*
6-1258-355-20-240-001-0- 000	*LPPF-SPEC ASSESS-*	*COLUMBIA RIO GRANDE*	*1,449,320.12*
6-1258-355-20-240-004-0- 000	*LPPF-SPEC ASSESS-*	*KNAPP MEDICAL CENTER*	*60,370.37*
6-1258-335-20-240-003-0- 000	*LPPF-SPEC ASSESS-*	*DOCTORS HOSPITAL AT REN*	*1,961,908.18*
		TOTAL BUDGET INCREASE (DECREASE)	**13,395,415.61**

REASON: Appropriation of funds in relation to revenue from the assessment of mandatory payments from various hospitals for the LPPF-1115 Waiver.

Monies from the unassigned fund balance of the LPPF fund in the amount of $6,957,969.76.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DSRIP Payment Summary Report by Affiliation_Number for Demo Year 6								
IGT Affiliation Number	RHP	Template Provider TPI	Updated TPI	Provider Name	IGT TPI	IGT Name	DY6 Round 1 Approved IGT	DY5 Carryforward Round 1 Approved IGT
529-08-0236-00067	RHP 5	094113001	094113001	McAllen Hospitals LP dba Edinburg Regional Medical	139350611	Hidalgo County	$3,032,823.36	$546,039.75
529-08-0236-00020	RHP 5	112716902	112716902	Columbia Rio Grande Healthcare dba Rio Grande Regi	139350611	Hidalgo County	$1,429,067.39	$1,554,205.13
529-08-0236-00063	RHP 5	135035706	135035706	Knapp Medical Center	139350611	Hidalgo County	$124,264.54	$0.00
529-08-0236-00030	RHP 5	160709501	160709501	Doctor's Hospital at Renaissance	139350611	Hidalgo County	$2,415,577.50	$920,220.00

DSRIP Payment Summary Repor			Round 1				
IGT Affiliation Number	RHP	Template Provider TPI	DY5 Previous Round NMI Approved IGT	DY5 Other Approved IGT (from previous DY that was short IGT)	DY4 Carryforward Previous Round NMI Approved IGT	DY4 Other Approved IGT (from previous DY that was short IGT)	Total Approved IGT for Round 1 DSRIP
529-08-0236-00067	RHP 5	094113001	$2,215,824.52	$0.00	$310,212.52	$0.00	**$6,104,900.15**
529-08-0236-00020	RHP 5	112716902	$0.00	$0.00	$0.00	$0.00	**$2,983,272.52**
529-08-0236-00063	RHP 5	135035706	$0.00	$0.00	$0.00	$0.00	**$124,264.54**
529-08-0236-00030	RHP 5	160709501	$460,110.00	$0.00	$242,470.67	$0.00	**$4,038,378.17**

Dairen Sarmiento

From: Hites,Rhonda (HHSC) <Rhonda.Hites@hhsc.state.tx.us> on behalf of HHSC Rate Analysis DSRIP Payments <Rate_Analysis_DSRIP_Payments@hhsc.state.tx.us>
Sent: Friday, June 16, 2017 9:20 AM
To: aflores5@primehealthcare.com; aldar@borderregion.org; Aleman@utpa.edu; art.garza@hcahealthcare.com; bivory@primehealthcare.com; c.cardenas@dhr-rgv.com; carlos.guajardo@uhsrgv.com; charles.mallon@hcahealthcare.com; christina.mendoza@utrgv.edu; cipriana.zamora@uhsrgv.com; co.humphrey@dhr-rgv.com; CopelandT@uthscsa.edu; Cris.Rivera@HCAHealthcare.com; dairen.sarmiento@hchd.org; dena.bruni@nchdcc.org; dglassburn@primehealthcare.com; donna.littlefield@nchdcc.org; Dottie.Howard@uhsrgv.com; eddie.olivarez@hchd.org; eloygarzajr@gmail.com; eric.hamon@dchstx.org; fabian.borrego@uhsrgv.com; ghadir.helal@uth.tmc.edu; gmontalvo@primehealthcare.com; gregory.ward@dchstx.org; jbanks@ttbh.org; jerry.dominguez@uhsrgv.com; jesus.cavazos@uhsrgv.com; jonny.hipp@nchdcc.org; jose.salazar@uhsrgv.com; Joseph.B.McCormick@uth.tmc.edu; karla.loya@utrgv.edu; knolting@noltingconsulting.com; lance.ames@uhsrgv.com; linda.cantu@uhsrgv.com; lkwertz@gmail.com; LopezJ21@uthscsa.edu; lyssyt@uthscsa.edu; Marcia.Patterson@HealthONEcares.com; mariaa@borderregion.org; McCormickj@uthscsa.edu; melba.sanchez@utrgv.edu; merrick.morgan@uhsinc.com; Michael.Smith15@hcahealthcare.com; michelle.ramirez@dchstx.org; morgan@gl-law.com; munozth@yahoo.com; o.ostorga@dhr-rgv.com; phinojosa@co.cameron.tx.us; plopez@ttbh.org; r.hinojosa@dhr-rgv.com; rebecca.callaway@uhsrgv.com; Rebecca.Cammack@uhsrgv.com; richard.walker@uhsrgv.com; rol78582@yahoo.com; rolandog@borderregion.org; rolivares@starrcountyhospital.com; rosalinda.rangel@hcahealthcare.com; Samsel,Rachel (DSHS); Shannon.Evans2@hcahealthcare.com; sherrera@primehealthcare.com; spuria@gl-law.com; vmartinez1@primehealthcare.com; ysalinas@co.cameron.tx.us
Cc: HHSC Texas Healthcare Transformation and Quality Improvement Program; Jenkins,Brooke B (HHSC); Chang,Sylvia (HHSC); Hites,Rhonda (HHSC)
Subject: DY 6 DSRIP IGT Notification for July 2017 Payment RHP 5
Attachments: DY6 Round 1 April 2017 Affiliation Summary.xlsm; DY6 Round 1 April 2017 IGT Summary.xlsm

Government Entities/Providers:

Please carefully review this message in its entirety making note of the information provided which pertains to the DY6 Delivery System Reform Incentive Payments (DSRIP). Government entities that owe monitoring will need to submit two separate transactions for monitoring and DSRIP projects. Failure to do so may result in a delayed payment for the providers.

Attached are the following files: DSRIP Notification- DY6 Round 1 April 2017 Affiliation Summary and DY6 Round 1 April 2017 IGT Summary workbooks. These workbooks include DY6 DSRIP payments for DY6 Reporting (April), DY5 Carryforward Reporting, DY4 Carryforward Reporting, and DSRIP Monitoring.

The DY6 Round 1 April 2017 Affiliation Summary workbook has separate tabs for each Regional Healthcare Partnership (RHP) and contains the Intergovernmental Transfer (IGT) needed, by affiliation, for DY 6 DSRIP payments for DY 6 Reporting (April), DY 5 Carryforward Reporting, and DY4 Carryforward Reporting.

The DY6 Round 1 April 2017 IGT Summary workbook has separate tabs for each RHP and contains the total IGT needed by IGT Entity Name for the DY 6 DSRIP payments for DY 6 Reporting (April), DY5 Carryforward Reporting, DY4 Carryforward Reporting, and DSRIP Monitoring.

Providers can determine their estimated payment amount by dividing Column N of the DY6 Round 1 April 2017 Affiliation Summary by the state share of the current FMAP. The current FMAP is 56.18%/43.82%.

The Transformation Waiver Team had earlier emailed the Anchors information to share with providers regarding how much will be paid by project. Health and Human Services Commission (HHSC) Rate Analysis is unable to answer questions regarding this information. Please send any questions regarding this information to TXHealthcareTransformation@hhsc.state.tx.us

HHSC requires separate TexNet transactions for DSRIP Monitoring IGTs and DSRIP Reporting IGTs. The DSRIP Monitoring IGT should be placed in the Audit Cost bucket and the DSRIP Reporting IGT should be placed in the DSRIP bucket. If the full DSRIP Monitoring IGT is not submitted in the Audit Cost bucket, HHSC will reallocate IGTs for DSRIP Reporting for DSRIP Monitoring payments. **Note that failure to submit two separate transactions or failure to IGT the full DSRIP Monitoring requirement may result in a delayed payment as additional manual steps will need to be performed.**

IGT Entities may choose to IGT less than the required amount for DSRIP Reporting payments; however, all affiliated providers and projects will be paid proportionately. IGT may not be directed towards specific providers, projects or metrics. **This will be the final opportunity to submit IGT for DY4.**

A screen shot/.pdf of the confirmation/trace sheet or email of the confirmation number if the TexNet is submitted over the phone is required and must be emailed to Rate_Analysis_DSRIP_Payments@hhsc.state.tx.us. We are requesting that all government entities enter their IGT transactions into TexNet no later than July 2nd with a Settlement Date of July 3rd. **No IGT's submitted after July 3rd will be accepted.**

HHSC Accounting will request the Comptroller to issue payments according to the following *estimated* schedule:

Sunday, July 02, 2017	Last date for Public entities to enter TexNet and submit Trace Sheet
Monday, July 03, 2017	TexNet Sweeps (Settlement Date of funds)
Friday, July 14, 2017	Payment issue date for Top 20 Entities for DY6 payments (Transferring Hospitals "Big 6" and Re entities) HHSC will not know who the other 14 entities are until the payment is processed
Monday, July 31, 2017	Payment issue date for remaining DSRIP Providers for DY6 and all providers for DY4 & DY5

Information regarding TexNet Connect can be found at
https://comptroller.texas.gov/programs/systems/docs/96-1193.pdf

Thank you,

HHSC Hospital Rate Analysis
Texas Health and Human Services Commission
P.O. Box 149030, Mail Code H-400
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, TX 78714-9030

DSRIP Payment Summary Report by IGT for DY 6 R 1			Round 1						
RHP	IGT TPI	IGT Name	DY6 Round 1 Approved IGT	DY5 Carryforward Approved IGT	DY5 Previous Round NMI Approved IGT	DY5 Other Approved IGT (from previous DY that was short IGT)	DY4 Carryforward Previous Round NMI Approved IGT	DY4 Other Approved IGT (from previous DY that was short IGT)	Total Approved IGT for Round 1 DSRIP
RHP 5	139350611	Hidalgo County	$7,001,732.79	$3,020,464.88	$2,675,934.52	$0.00	$552,683.19	$0.00	**$13,250,815.38**

DSRIP Payment Summary Report by IGT for DY 6 R 1				
RHP	IGT TPI	IGT Name	DY6 Round 1 Monitoring Amount	Total Round 1 IGT Needed for DSRIP and Monitoring
RHP 5	139350611	Hidalgo County	**$144,600.23**	$13,395,415.61

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

June 26, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the assessment of mandatory payments from the respective hospitals for the Health Care Funding District in the amount of $6,437,445.85. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/26/17
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

Nereyda Gonzalez

From: Sergio Cruz [sergio.cruz@co.hidalgo.tx.us]
Sent: Tuesday, June 20, 2017 6:45 PM
To: Ray Eufracio
Cc: Linda Fong; Becky Luna; nereyda.gonzalez@auditor.co.hidalgo.tx.us
Subject: 20170620131930023 - signed with DocuSign
Attachments: 20170620131930023.pdf; ATT00113.txt

Follow Up Flag: Follow up
Flag Status: Flagged

Mr. Eufracio,

Attached please find a request for certification of revenues for the Health Care Funding District.

Respectfully,

Sergio Cruz
Budget Officer

Securely signed with DocuSign®: http://www.docusign.com/try

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget



Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Tuesday, June 20, 2017

Subject: Health Care Funding District Certification of Revenues

Cc: Linda Fong, 1st Assistant County Auditor
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to the mandatory payments from the respective hospitals for the Health Care Funding District.

We are requesting the certification of $6,437,445.85 from Fund 1258. These monies will be appropriated to fund the LPPF-1115 Waiver expenditures scheduled for approval by commissioners' court on 6/27/17 (AI-60071). Drawdown information and amounts were forwarded by Ms. Dairen Sarmiento on 6/16/17 through email, see attached.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

Zimbra **merlen.munoz@co.hidalgo.tx.us**

DY 6 ROUND 1 DSRIP AND MONITORING INSTRUCTIONS

From : Dairen Sarmiento <dairen.sarmiento@hchd.org> Fri, Jun 16, 2017 10:28 AM

Subject : DY 6 ROUND 1 DSRIP AND MONITORING INSTRUCTIONS 4 attachments

To : Alfredo Zamarripa <alfredo.zamarripa@treasurer.co.hidalgo.tx.us>, Carlos Zaffarini Jr <carlos@ahcv.com>, Eddie Olivarez <eddie.olivarez@hchd.org>, James Hodge <james.hodge@treasurer.co.hidalgo.tx.us>, linda. fong <linda.fong@auditor.co.hidalgo.tx.us>, Lulu Acevedo <lourdes.acevedo@hchd.org>, Merlen MuA?oz <merlen.munoz@co.hidalgo.tx.us>, Norma Garcia County Treasurer <norma.garcia@treasurer.co.hidalgo.tx.us>, Ray Eufracio <ray.eufracio@auditor.co.hidalgo.tx.us>, Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>, Virginia De Nisio <virginia@ahcv.com>

Good morning.

Attached is the final instructions from HHSC. The amount due is **$13,395,415.61** [DSRIP $13,250,815.38 and Monitoring $144,600.23]. Funds should be placed in 2 separate buckets no later than Sunday, July 2, 2017. This item will be placed on the Commissioners Court Agenda on 6-27-17.

HHSC requires separate TexNet transactions for DSRIP Monitoring IGTs and DSRIP Reporting IGTs. The DSRIP Monitoring IGT should be placed in the Audit Cost bucket and the DSRIP Reporting IGT should be placed in the DSRIP bucket. If the full DSRIP Monitoring IGT is not submitted in the Audit Cost bucket, HHSC will reallocate IGTs for DSRIP Reporting for DSRIP Monitoring payments. **Note that failure to submit two separate transactions or failure to IGT the full DSRIP Monitoring requirement may result in a delayed payment as additional manual steps will need to be performed.**

IGT Entities may choose to IGT less than the required amount for DSRIP Reporting payments; however, all affiliated providers and projects will be paid proportionately. IGT may not be directed towards specific providers, projects or metrics. **This will be the final opportunity to submit IGT for DY4.**

A screen shot/.pdf of the confirmation/trace sheet or email of the confirmation number if the TexNet is submitted over the phone is required and must be emailed to Rate_Analysis_DSRIP_Payments@hhsc.state.tx.us. We are requesting that all government entities enter their IGT transactions into TexNet no later than July 2nd with a Settlement Date of July 3rd. **No IGT's submitted after July 3rd will be accepted.**

Thank you for your assistance with this transfer.
Respectfully submitted,

Dairen Sarmiento, MBA
1304 South 25th Avenue

AI-60071 **Health & Human Services Dept. 12. F. 2.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

A. Discussion, consideration and approval to draw down funds for Demonstration Year 6 Round 1 DSRIP and monitoring Payments in the amount to be determined by HHSC instructions from the Local Provider Participation Fund (LPPF) with a settlement date of 7/3/17.
B. Approval of Certification of Revenues as certified by the County Auditor from the LPPF in the amount to be determined by HHSC instruction.
C. Approval of 2017 Appropriation of funds from the LPPF in the amount to be determined by HHSC instructions.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1258-444-00-240-006-3-843

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as follows:

LPPF Unassigned Fund Balance = $6,957,969.76
Pending Certification of Revenues = $6,437445.85

Total Funding Appropriation = $13,395,415.61

Attachments

HHSC email
Anchor Notes
Estimated DY6
Appropriation
FINAL
instructions
summary

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 02:51 PM
Final Approval	Monica Badillo	06/23/2017 06:36 PM

Form Started By: Dairen Sarmiento Started On: 05/31/2017 12:08 PM

Final Approval Date: 06/23/2017

Estimated DY6 Round 1 IGT

HHSC Texas Healthcare Transformation and Quality Improvement Program <TXHealthcareTransformation@hhsc.state.tx.us>

Thu 5/18/2017 5:03 PM

To Brittney Nichols <brittney.nichols@uthct.edu>; Daniel Deslatte (daniel.deslatte@uthct.edu) <daniel.deslatte@uthct.edu>; Stephanie Fenter <stephanie.fenter@uthct.edu>; Jennifer Woodard <jnwoodar@utmb.edu>; Katrina Lambrecht (kmlambre@utmb.edu) <kmlambre@utmb.edu>; MA Craig S. Kovacevich (cskovace@utmb.edu) <cskovace@utmb.edu>; Susan Seidensticker <smseiden@utmb.edu>; Amanda Callaway <Amanda.Callaway@harrishealth.org>; Giovanni Rueda-Anguiano <Giovanni.Rueda-Anguiano@harrishealth.org>; Gwendolyn Huskey <gwendolyn.huskey@harrishealth.org>; Jessica Hall <jessica.hall@harrishealth.org>; Michelle Eunice <michelle.eunice@harrishealth.org>; Mike Norby <michael.norby@harrishealth.org>; Nina Kavarthapu <Nina.Kavarthapu@harrishealth.org>; RHP 3 box <setexasrhp@harrishealth.org>; Robert Hillier <robert.hillier@harrishealth.org>; Sukhvir Sandhu <Sukhvir.Sandhu@harrishealth.org>; Victoria Nikitin <victoria.nikitin@harrishealth.org>; Jonny F. Hipp <jonny.hipp@nchdcc.org>; Linda Wertz <lkwertz@gmail.com>; Dairen Sarmiento (dairen.sarmiento@hchd.org) <dairen.sarmiento@hchd.org>; Eddie Olivarez (eddie.olivarez@hchd.org) <eddie.olivarez@hchd.org>; Kevin Nolting <knolting@noltingconsulting.com>; Rick Salinas <ricardo.salinas@hchd.org>; Carol Huber <Carol.Huber@uhs-sa.com>; Ted Day <Ted.day@uhs-sa.com>; Anne Kennedy <anne.kennedy@centralhealth.net>; Carol Saucedo <carol.saucedo@centralhealth.net>; Danielle Stanley <danielle.stanley@centralhealth.net>; Jeff Knodel <jeff.knodel@centralhealth.net>; Katie Coburn <katie.coburn@centralhealth.net>; Sarah Cook (sarah.cook@centralhealth.net) <sarah.cook@centralhealth.net>; Dr. Nancy Dickey <dickey@tamhsc.edu>; Jennifer LoGalbo <logalbo@tamhsc.edu>; Shawna Jiles <jiles@tamhsc.edu>; Shayna Spurlin <spurlin@tamhsc.edu>; Alan Townsend <alan.townsend@phhs.org>; Christina Mintner <CHRISTINA.MINTNER@phhs.org>; Gail Howard (gail.howard@phhs.org) <gail.howard@phhs.org>; Margaret Roche <margaret.roche@phhs.org>; hbeal@jpshealth.org <hbeal@jpshealth.org>; Region 10 <rhp@jpshealth.org>; Shelly Corporon <scorporo@jpshealth.org>; Wayne Young <wyoung@jpshealth.org>; Britanni Bilse <bb@brittanibilse.com>; Daniel Smith <dwsmith@ppgh.com>; Dee Waldow (dwaldow@ppgh.com) <dwaldow@ppgh.com>; Harris Brooks (harris@ppgh.com) <harris@ppgh.com>; Karen Neal <karenn@durbinco.com>; Monty Mitchell <MMITCHELL@ppgh.com>; Bobbye Hrncirik <bobbye.hrncirik@umchealthsystem.com>; Jacquee Brown <jacqueline.brown@umchealthsystem.com>; Jeff Dane <jeff.dane@umchealthsystem.com>; Sandra James <sandra.james@umchealthsystem.com>; Holly Foreman <hollyforeman@shannonhealth.org>; Renae Thomas <rthomas@bradyhospital.com>; Starr Long <heatherlong@shannonhealth.org>; Tim Jones <timjones@bradyhospital.com>; John O' Hearn (johearn@echd.org) <johearn@echd.org>; Cathy Gibson <cgibson@umcelpaso.org>; Jacob Cintron <jacob.cintron@umcelpaso.org>; Michael Nunez (mnunez@umcelpaso.org) <mnunez@umcelpaso.org>; Oscar Perez <oscar.perez@umcelpaso.org>; Kathy Lee <k.lee@cmhos.org>; RHP 17 Box <rhp17@tamhsc.edu>; Bill Bilyeu <bbilyeu@collincountytx.gov>; Claudia Coggin <claudia.coggin@gmail.com>; des Anges Cruser <desAnges@PCIProCompSolutions.org>; Keith Self <keith.self@collincountytx.gov>; Leigh Hornsby (leigh.hornsby@publicinformationassociates.com) <leigh.hornsby@publicinformationassociates.com>; Ginnie Holmes <ginnie.holmes@electrahospital.com>; Rebecca McCain (Rebecca.mccain@electrahospital.com) <Rebecca.mccain@electrahospital.com>; Sheila Newton <sheila.newton@electrahospital.com>; Nancy Cadena (ncadena@webbcountytx.gov) <ncadena@webbcountytx.gov>; NORA PRADO <nprado@webbcountytx.gov>; Reyna Carrillo <rcarrillo@webbcountytx.gov>;

Cc HHSC Texas Healthcare Transformation and Quality Improvement Program <TXHealthcareTransformation@hhsc.state.tx.us>;

Sensitivity Confidential

1 attachments (879 KB)

Estimated DY6 Round 1 IGT - Based on All Approved and Current IGT Allocations.xlsx;

Please review the yellow highlighted columns in the attached file for DY6 Round 1 estimated DSRIP payments and DY6 Monitoring IGT due. The estimated payments are based on the assumption that all milestones/metrics reported as achieved in DY6 Round 1 will be approved by HHSC.

These estimates are provided to inform any needed IGT changes in entities or proportion due to HHSC by June 1, 2017, 5:00pm using the IGT Entity Change Form located at: https://hhs.texas.gov/sites/hhs/files/documents/laws-regulations/policies-rules/1115-docs/IGT-Entity-Change-Form-%28DY4-6%29.xlsx.

Do not use these estimates to submit IGT. Rate Analysis will notify IGT Entities and Anchors of the actual IGT due the week of June 19, 2017.

This file will also be posted on the waiver website. Please let us know if you have any questions. Thanks,

Amanda Broden
Healthcare Transformation Waiver Operations
Medicaid/CHIP
amanda.broden@hhsc.state.tx.us | 512-462-6388

Anchor Conference Call

AGENDA

May 26, 2017
1:30 - 3:00 p.m. CST

1. General Anchor Communication

- As always, thank you for all of your continued work!

2. DSRIP Implementation

April DY6 Reporting

- Reporting & Payment Timeline:
  - June 1, 2017, 5:00pm – Due date for submission of any IGT changes.
  - June 9, 2017 – HHSC completes their review and notifies providers of the April DY6 initial reporting results.
  - July 3, 2017 – IGT settlement date for April reporting DSRIP payments.
  - July 7, 2017, 11:59pm – Due date for providers who received requests for additional information to submit their April DY6 NMI documentation.
  - July 14, 2017 – April reporting DY6 DSRIP payments processed for transferring hospitals and top 14 IGT Entities.
  - July 31, 2017 – April reporting DY4 and DY5 DSRIP payments processed for all providers and DY6 DSRIP payments processed for remaining providers that were not paid on July 14, 2017. Note that there are separate transactions for each payment for each DY.
  - August 9, 2017 – HHSC completes their review and notifies providers who received requests for additional information of the April DY6 NMI reporting results.

Compliance Monitoring

- **Cat 1 and 2**
  - Round 3 reviews continue as planned. MSLC will be contacting providers with follow up or additional requests. The goal is to finish Round 3 reviews in June.
  - Some of the projects that are being finalized in Round 3 are outstanding projects from Round 2. If a provider receives a MSLC notification Complete - Metric Revised - Achieved for the metric that was reviewed in Round 3 and was also reviewed in Round 2 with the status Complete-Not Achieved, that MSLC notification is final for that metric and HHSC is not sending notifications for providers with these scenarios.
  - HHSC adjusted its approach to notifying providers about recoupments. We are sending out preliminary notifications and providers have 3 business days to respond. Providers that receive preliminary notifications should also expect to receive final communication from HHSC.
  - Some providers are given an option to select which metric (e.g. DY3 or DY4) should be recouped. In this case providers have 5 business days to respond.
- **Category 3**
  - MSLC continues to review Category 3 measures. The goal is to finish current reviews in June.

3. Waiver Renewal

Overview of Key Changes to PFM:

- RHP Plan Update Submissions/Timelines
  - Given current timelines, the RHP Plan Update Submission is changed from November 30, 2017, to January 31, 2018.
- Category Funding Distribution
  - The main change is the addition of a payment to providers equal to 20% of their valuation for the submission of a complete and approved RHP Plan Update.
  - This payment would be made in July 2018 along with payments for achievement of milestones that are eligible to report in April 2018.
  - The remaining 20% DY6A Anchor payment would also be included with July 2018 payments. There is no additional Anchor-specific DY7 DSRIP payment. Anchors may claim administrative costs at the 50/50 match in DY7-8.
- Remaining Unused Funds - Additional Regional Allocations
  - Leadership decision on unused funds is to first allow RHPs that did not fully use their allocation to use it for DY7-8. HHSC will be reaching out to those RHPs.
  - New and existing Performing Providers would be eligible for the funds through a process determined by the RHP and meets the requirements under PFM paragraph 31.c. HHSC is not prescribing the RHP process or how public meetings are conducted.
  - If a provider chooses not to participate in DY7, then the funds will be included for a statewide proposal that may be submitted in DY7 or later. These funds would not be redistributed to regions and will not be considered in the funds under PFM paragraph 31.
- System Definition
  - In response to feedback, the revisions provide additional system definition detail, structure, and flexibility for the variances in DSRIP performing provider systems. For each provider type, there will be a minimum definition required (this is what is meant by "base unit"), to which the provider may add other components of their delivery system. So while there is some flexibility, we want there to be some level of consistency across provider types. We are still working toward finalizing what the minimum required system definition is for the respective providers. It may be helpful to think of the system as something that will be defined in the template for the RHP Plan Updates. If, for example, you are a hospital, there will be a menu of items that you must include in your system definition if you actually have those elements: inpatient, Emergency Department, maternal department, homeless care, owned outpatient clinics, for example. And then a hospital provider would be able to add contracted outpatient clinics, contracted community organizations, etc. Additional clarification will be provided in the Measure Bundles Protocol.
- Private Hospital Participation Incentive
  - Based on feedback from private hospitals that the incentive was not enough, the revision increases the incentive from 10% to 15% Pay for Reporting in Category D.
- Costs and Savings
  - Allows providers to track costs and savings for just one activity of their choice rather than for all their activities. It also exempts providers with $1 million or less in valuation by DY.
  - The activity selected must be from one of the Performing Provider's Category A - Core Activities.
- Reporting
  - Based on stakeholder feedback, the revision changes the timeframes during which providers may report DY7 MLIU PPP. The revision allows providers to report DY7 MLIU PPP

in the 2nd reporting period of DY7 (October 2018) or the 1st reporting period of DY8 (April 2019)
- For Category C, adds ability to carry forward performance.

Responses/Clarifications for Anchor Questions on Updated PFM

- Cross-regional Performing Providers
  - The "home" regions selected by cross-regional providers is indicated in the Minimum Point Thresholds file and will be included in the RHP Plan Update templates. Providers will only need to submit information in the RHP Plan Update in their "home" region.
  - Performing Providers that were moved to "home" regions do not need to apply measure bundle points proportionally to each region they previously participated in. These providers will be required to continue DSRIP activities (includes Category A-D) in the previous regions as certified in the RHP Plan Update and summarized qualitatively during Category A reporting.
- Measure bundles and MLIU PPP overlap
  - For situations where multiple Performing Providers are serving the same patients and want to select the same measure bundles, HHSC is still working on how to help different providers that share the same location define their system -- this most specifically applies to physician groups associated with an Academic Health Science Center that may not have their own hospital. While we encourage collaboration between these providers, and choosing some of the same measure bundles will be allowed, the system definition for these providers may not be one and the same. In other words, the system of one performing provider may not be exactly the same as a second performing provider. Some overlap may be permissible.
- Carryforward
  - There are two types of carryforward: 1) carryforward of <u>reporting</u> and 2) carryforward of <u>achievement.</u> Neither types of carryforward apply to Category A or Category D.
    - Carryforward of <u>reporting</u> is allowed for:
      - Category B - MLIU PPP may be reported in October of the current DY or April of the following DY with the same measurement period, e.g., DY7 MLIU PPP may be reported in October DY7 or April DY8 with the measurement period as DY7.
      - Category C - **P4R** Measures may be reported in October of the current DY or April of the following DY with the same measurement period, e.g., DY7 P4R measure may be reported in October DY7 or April DY8 with the measurement period as DY7.
      - Category C - **P4P** Measures with calendar year (CY) measurement periods may report baselines and performance in one of two reporting periods - the one immediately following the measurement period or the following reporting period, e.g., Baseline of CY17 may be reported in April or October DY7 while DY7 achievement of CY18 may be reported in April or October DY8.
    - Carryforward of <u>achievement</u> is allowed only for Category C - **P4P** measures
      - DY7 goal achievement may be achieved in PY1/CY18 or PY2/CY19. Carried forward DY7 PY2 achievement must be reported in April DY9.
      - DY8 goal achievement may be achieved in PY2/CY19 or PY3/CY20. Carried forward DY8 PY3 achievement must be reported in April DY10.

- RHP Plan Update
  - HHSC has not developed the RHP Plan Update template; however, it will likely be an Excel template per Performing Provider that auto-populates information such as valuation, checks inputs, allows limited requests for changes as specified in the PFM, etc. Depending on CMS approval of the additional 21 months and protocols, the template is tentatively targeted for release in December 2017.
  - Providers do not need to indicate in the RHP Plan Update whether they plan to report Category C - P4P measure baselines in April or October DY7. Baseline performance does not need to be submitted with the RHP Plan Update as it is included under the DY7 baseline reporting milestone. If providers are requesting shorter or delayed measurement periods, they are planned to be submitted in the RHP Plan Update.
  - Anchors will not be required to maintain updated RHP Plan Updates incorporating HHSC/provider changes to Categories A-D. Future changes (after RHP Plan Update submission) will be incorporated in the DSRIP Online Reporting System and HHSC posted materials.
  - Providers that previously indicated their request to increase their valuation to $250,000 in the DY6 Participation Template do not need to re-request the increase. All Performing Providers will be required to certify their DY7-8 valuation in the RHP Plan Update.
- Category C - P4P Measures
  - A provider may be approved to be exempted from reporting performance on the Medicaid-only payer type and/or the LIU-only payer type for a measure's reporting milestone; however, the provider is still required to report performance on the all-payment type at a minimum to eligible for payment of the reporting milestone.
  - HHSC is working to align measure bundles with MACRA/MIPS and MCO quality measures.
  - Rural hospitals may select the same measure bundles and must report on all the required measures within a selected measure bundle. There may also be optional measures in a measure bundle.
  - There is not a maximum valuation for Measure Bundles with standalone measures. There is a maximum for Measure Bundles with only non-standalone measures and a minimum valuation for all Measure Bundles as described in PFM paragraph 17.h.
  - All measurement periods must be consecutive, e.g. for measures with approved shortened or delayed baseline measurement periods, the 12 months immediately following the baseline period would be the performance year.
- Minimum Point Thresholds
  - Regarding PFM paragraph 17.k.iii. that hospitals for which HHSC did not have sufficient data or specialty hospitals with limited scope may have an alternate methodology for determining their MPTs, HHSC has not notified those hospitals or determined a calculation methodology yet.
  - The steps in calculating each hospital MPT is described under PFM paragraph 17.k.ii. and formulas were included in the "Minimum Point Thresholds" file that was shared with Anchors on 5/17/17. In summary, first the Statewide Hospital Factor (SHF) is determined, next the Statewide Hospital Ratio (SHR) is determined, and then based on the SHR, the MPT is determined as described in PFM paragraph 17.k.ii.C.

- Reporting
  - If a Performing Provider does not complete Category A DY7 reporting in October DY7, then they may be subject to recoupment of all DY7 payments from April DY7 including the RHP Plan Update payment and the related October DY7 payments would be withheld.

Measure Bundle Protocol

- HHSC is targeting mid-June for release of the Measure Bundle Protocol. This will be the opportunity for providers and other stakeholders to give feedback on the measures from their perspective.
- The menu of proposed Measure Bundles for hospitals and physician practices and measures for CMHCs and LHDs will be defined in the Measure Bundles Protocol. The Point values assigned to each Measure Bundle will be in the Measure Bundles Protocol along with a summary of how points were determined and the factors used.
- This protocol will also include draft Category D measures and Category A - Core Activities. Stakeholders will be able to provide feedback on core activities along with feedback on Measure Bundles and measures. Core Activities will be similar to the activities previously listed under the Transformative Extension Menu Project Options and providers will have the option to include Core Activities not included in HHSC's list. Performing Providers should select Core Activities based on their selected Measure Bundles and community needs.
- Following the release of the Measure Bundle Protocol, HHSC will open a survey for stakeholder feedback. We also are planning for a webinar in late June (date TBD) to go over the Measure Bundle Protocol and changes to the PFM.

Waiver Negotiations Update

- Talks are ongoing following the May 8th meeting in Washington, D.C., including budget neutrality, DSRIP and UC. HHSC will provide more details as soon as they become available.

Clinical Champions Workgroup

- This week the BATs had their third round of conference calls following voting on potential measures, including some new measures submitted by BAT participants.
- The Technical Advisory BAT has discussed definitions of "setting" and "active patient" for measures, and provided input on potential system definitions.
- HHSC had conference calls with LHDs and CMHCs to continue discussions on measures for those provider types. Additional suggestions were received from the Council for the CMHCs measures, many of them are measures from other Measure Bundles. There were no additional suggestions from the LHDs.

4. Other Information for Anchors

DSRIP Statewide Events Calendar

July 2017			
RHP	**Date**	**Topic**	**Contact**
8 & 17	7/19	Joint Learning Collaborative	Shayna Spurlin

August 2017			
RHP	**Date**	**Topic**	**Contact**

2	8/18	RHP 2 Behavioral Health Learning Collaborative	Susan Seidensticker

September 2017			
RHP	**Date**	**Topic**	**Contact**
6	9/21	RHP 6 Learning Collaborative Summit	Carol Huber
12	9/28	RHP 12 Learning Collaborative	Sandy James

For waiver questions, email waiver staff: TXHealthcareTransformation@hhsc.state.tx.us.
Include "Anchor (RHP#):" followed by the subject in the subject line of your email so staff can identify your request.

DSRIP Payment Summary Report by Affiliation_Number for Demo Year 6 Round 1 - *Assuming*							Round1						
IGT Affiliation Number	RHP	Template Provider TPI	Updated TPI	Provider Name	IGT TPI	IGT Name	DY5 Round 1 Approved IGT	DY5 Carryforward Round 1 Approved IGT	DY5 Previous Round NMI Approved IGT	DY5 Other Approved IGT (from previous DY that was short IGT)	DY4 Carryforward Previous Round NMI Approved IGT	DY4 Other Approved IGT (from previous DY that was short IGT)	Total Approved IGT for Round 1 DSRIP
529-08-0236-00067	RHP 5	094113001	094113001	McAllen Hospitals LP dba Edinburg Regional Medical	139350611	Hidalgo County	$3,032,823.36	$546,039.75	$2,215,824.52	$0.00	$310,212.52	$0.00	**$6,104,900.15**
529-08-0236-00020	RHP 5	112716902	112716902	Columbia Rio Grande Healthcare dba Rio Grande Regi	139350611	Hidalgo County	$1,429,067.39	$1,554,205.13	$0.00	$0.00	$0.00	$0.00	**$2,983,272.52**
529-08-0236-00063	RHP 5	135035706	135035706	Knapp Medical Center	139350611	Hidalgo County	$124,264.54	$0.00	$0.00	$0.00	$0.00	$0.00	**$124,264.54**
529-08-0236-00030	RHP 5	160709501	160709501	Doctor's Hospital at Renaissance	139350611	Hidalgo County	$2,415,577.50	$920,220.00	$460,110.00	$0.00	$242,470.67	$0.00	**$4,038,378.17**
													$13,250,815.38

DSRIP Payment Summary Report by IGT for Demo Year 6 Round 1 - *Assuming all achieved milestones/metrics are*											
RHP	IGT TPI	IGT Name	DY6 Round 1 Approved IGT	DY5 Carryforward Approved IGT	DY5 Previous Round NMI Approved IGT	DY5 Other Approved IGT (from previous DY that was short IGT)	DY4 Carryforward Previous Round NMI Approved IGT	DY4 Other Approved IGT (from previous DY that was short IGT)	**Total Approved IGT for Round 1 DSRIP**	**DY6 Round 1 Monitoring Amount**	**Total Round 1 IGT Needed for DSRIP and Monitoring**
RHP 5	139350611	Hidalgo County	$7,001,732.79	$3,020,464.88	$2,675,934.52	$0.00	$552,683.19	$0.00	**$13,250,815.38**	**$144,600.23**	$13,395,415.61

DATE: June 27, 2017

2017
Appropriation
AI-60071

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Human Services -LPPF**

ACCOUNT NUMBER: 7-1258-444-00-240-006-3-843

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
7-1258-444-00-240-006-3-	843	LPPF	Aid to Nongovt	13,395,415.61
6-1258-355-20-240-006-0-	*000*	*LPPF-SPEC ASSESS-*	*EDINBURG REGIONAL MED*	*2,965,847.18*
6-1258-355-20-240-001-0-	*000*	*LPPF-SPEC ASSESS-*	*COLUMBIA RIO GRANDE*	*1,449,320.12*
6-1258-355-20-240-004-0-	*000*	*LPPF-SPEC ASSESS-*	*KNAPP MEDICAL CENTER*	*60,370.37*
6-1258-335-20-240-003-0-	*000*	*LPPF-SPEC ASSESS-*	*DOCTORS HOSPITAL AT REN*	*1,961,908.18*
			TOTAL BUDGET INCREASE (DECREASE)	**13,395,415.61**

REASON: Appropriation of funds in relation to revenue from the assessment of mandatory payments from various hospitals for the LPPF-1115 Waiver.

Monies from the unassigned fund balance of the LPPF fund in the amount of $6,957,969.76.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

DSRIP Payment Summary Report by Affiliation_Number for Demo Year 6								
IGT Affiliation Number	RHP	Template Provider TPI	Updated TPI	Provider Name	IGT TPI	IGT Name	DY6 Round 1 Approved IGT	DY5 Carryforward Round 1 Approved IGT
529-08-0236-00067	RHP 5	094113001	094113001	McAllen Hospitals LP dba Edinburg Regional Medical	139350611	Hidalgo County	$3,032,823.36	$546,039.75
529-08-0236-00020	RHP 5	112716902	112716902	Columbia Rio Grande Healthcare dba Rio Grande Regi	139350611	Hidalgo County	$1,429,067.39	$1,554,205.13
529-08-0236-00063	RHP 5	135035706	135035706	Knapp Medical Center	139350611	Hidalgo County	$124,264.54	$0.00
529-08-0236-00030	RHP 5	160709501	160709501	Doctor's Hospital at Renaissance	139350611	Hidalgo County	$2,415,577.50	$920,220.00

DSRIP Payment Summary Repor			Round 1				
IGT Affiliation Number	RHP	Template Provider TPI	DY5 Previous Round NMI Approved IGT	DY5 Other Approved IGT (from previous DY that was short IGT)	DY4 CarryforWard Previous Round NMI Approved IGT	DY4 Other Approved IGT (from previous DY that was short IGT)	Total Approved IGT for Round 1 DSRIP
529-08-0236-00067	RHP 5	094113001	$2,215,824.52	$0.00	$310,212.52	$0.00	**$6,104,900.15**
529-08-0236-00020	RHP 5	112716902	$0.00	$0.00	$0.00	$0.00	**$2,983,272.52**
529-08-0236-00063	RHP 5	135035706	$0.00	$0.00	$0.00	$0.00	**$124,264.54**
529-08-0236-00030	RHP 5	160709501	$460,110.00	$0.00	$242,470.67	$0.00	**$4,038,378.17**

Dairen Sarmiento

From: Hites,Rhonda (HHSC) <Rhonda.Hites@hhsc.state.tx.us> on behalf of HHSC Rate Analysis DSRIP Payments <Rate_Analysis_DSRIP_Payments@hhsc.state.tx.us>

Sent: Friday, June 16, 2017 9:20 AM

To: aflores5@primehealthcare.com; aldar@borderregion.org; Aleman@utpa.edu; art.garza@hcahealthcare.com; bivory@primehealthcare.com; c.cardenas@dhr-rgv.com; carlos.guajardo@uhsrgv.com; charles.mallon@hcahealthcare.com; christina.mendoza@utrgv.edu; cipriana.zamora@uhsrgv.com; co.humphrey@dhr-rgv.com; CopelandT@uthscsa.edu; Cris.Rivera@HCAHealthcare.com; dairen.sarmiento@hchd.org; dena.bruni@nchdcc.org; dglassburn@primehealthcare.com; donna.littlefield@nchdcc.org; Dottie.Howard@uhsrgv.com; eddie.olivarez@hchd.org; eloygarzajr@gmail.com; eric.hamon@dchstx.org; fabian.borrego@uhsrgv.com; ghadir.helal@uth.tmc.edu; gmontalvo@primehealthcare.com; gregory.ward@dchstx.org; jbanks@ttbh.org; jerry.dominguez@uhsrgv.com; jesus.cavazos@uhsrgv.com; jonny.hipp@nchdcc.org; jose.salazar@uhsrgv.com; Joseph.B.McCormick@uth.tmc.edu; karla.loya@utrgv.edu; knolting@noltingconsulting.com; lance.ames@uhsrgv.com; linda.cantu@uhsrgv.com; lkwertz@gmail.com; LopezJ21@uthscsa.edu; lyssyt@uthscsa.edu; Marcia.Patterson@HealthONEcares.com; mariaa@borderregion.org; McCormickj@uthscsa.edu; melba.sanchez@utrgv.edu; merrick.morgan@uhsinc.com; Michael.Smith15@hcahealthcare.com; michelle.ramirez@dchstx.org; morgan@gl-law.com; munozth@yahoo.com; o.ostorga@dhr-rgv.com; phinojosa@co.cameron.tx.us; plopez@ttbh.org; r.hinojosa@dhr-rgv.com; rebecca.callaway@uhsrgv.com; Rebecca.Cammack@uhsrgv.com; richard.walker@uhsrgv.com; rol78582@yahoo.com; rolandog@borderregion.org; rolivares@starrcountyhospital.com; rosalinda.rangel@hcahealthcare.com; Samsel,Rachel (DSHS); Shannon.Evans2@hcahealthcare.com; sherrera@primehealthcare.com; spuria@gl-law.com; vmartinez1@primehealthcare.com; ysalinas@co.cameron.tx.us

Cc: HHSC Texas Healthcare Transformation and Quality Improvement Program; Jenkins,Brooke B (HHSC); Chang,Sylvia (HHSC); Hites,Rhonda (HHSC)

Subject: DY 6 DSRIP IGT Notification for July 2017 Payment RHP 5

Attachments: DY6 Round 1 April 2017 Affiliation Summary.xlsm; DY6 Round 1 April 2017 IGT Summary.xlsm

Government Entities/Providers:

Please carefully review this message in its entirety making note of the information provided which pertains to the DY6 Delivery System Reform Incentive Payments (DSRIP). Government entities that owe monitoring will need to submit two separate transactions for monitoring and DSRIP projects. Failure to do so may result in a delayed payment for the providers.

Attached are the following files: DSRIP Notification- DY6 Round 1 April 2017 Affiliation Summary and DY6 Round 1 April 2017 IGT Summary workbooks. These workbooks include DY6 DSRIP payments for DY6 Reporting (April), DY5 Carryforward Reporting, DY4 Carryforward Reporting, and DSRIP Monitoring.

The DY6 Round 1 April 2017 Affiliation Summary workbook has separate tabs for each Regional Healthcare Partnership (RHP) and contains the Intergovernmental Transfer (IGT) needed, by affiliation, for DY 6 DSRIP payments for DY 6 Reporting (April), DY 5 Carryforward Reporting, and DY4 Carryforward Reporting.

The DY6 Round 1 April 2017 IGT Summary workbook has separate tabs for each RHP and contains the total IGT needed by IGT Entity Name for the DY 6 DSRIP payments for DY 6 Reporting (April), DY5 Carryforward Reporting, DY4 Carryforward Reporting, and DSRIP Monitoring.

Providers can determine their estimated payment amount by dividing Column N of the DY6 Round 1 April 2017 Affiliation Summary by the state share of the current FMAP. The current FMAP is 56.18%/43.82%.

The Transformation Waiver Team had earlier emailed the Anchors information to share with providers regarding how much will be paid by project. Health and Human Services Commission (HHSC) Rate Analysis is unable to answer questions regarding this information. Please send any questions regarding this information to TXHealthcareTransformation@hhsc.state.tx.us

HHSC requires separate TexNet transactions for DSRIP Monitoring IGTs and DSRIP Reporting IGTs. The DSRIP Monitoring IGT should be placed in the Audit Cost bucket and the DSRIP Reporting IGT should be placed in the DSRIP bucket. If the full DSRIP Monitoring IGT is not submitted in the Audit Cost bucket, HHSC will reallocate IGTs for DSRIP Reporting for DSRIP Monitoring payments. **Note that failure to submit two separate transactions or failure to IGT the full DSRIP Monitoring requirement may result in a delayed payment as additional manual steps will need to be performed.**

IGT Entities may choose to IGT less than the required amount for DSRIP Reporting payments; however, all affiliated providers and projects will be paid proportionately. IGT may not be directed towards specific providers, projects or metrics. **This will be the final opportunity to submit IGT for DY4.**

A screen shot/.pdf of the confirmation/trace sheet or email of the confirmation number if the TexNet is submitted over the phone is required and must be emailed to Rate_Analysis_DSRIP_Payments@hhsc.state.tx.us. We are requesting that all government entities enter their IGT transactions into TexNet no later than July 2nd with a Settlement Date of July 3rd. **No IGT's submitted after July 3rd will be accepted.**

HHSC Accounting will request the Comptroller to issue payments according to the following *estimated* schedule:

Sunday, July 02, 2017	Last date for Public entities to enter TexNet and submit Trace Sheet
Monday, July 03, 2017	TexNet Sweeps (Settlement Date of funds)
Friday, July 14, 2017	Payment issue date for Top 20 Entities for DY6 payments (Transferring Hospitals "Big 6" and Re entities) HHSC will not know who the other 14 entities are until the payment is processed
Monday, July 31, 2017	Payment issue date for remaining DSRIP Providers for DY6 and all providers for DY4 & DY5

Information regarding TexNet Connect can be found at
https://comptroller.texas.gov/programs/systems/docs/96-1193.pdf

Thank you,

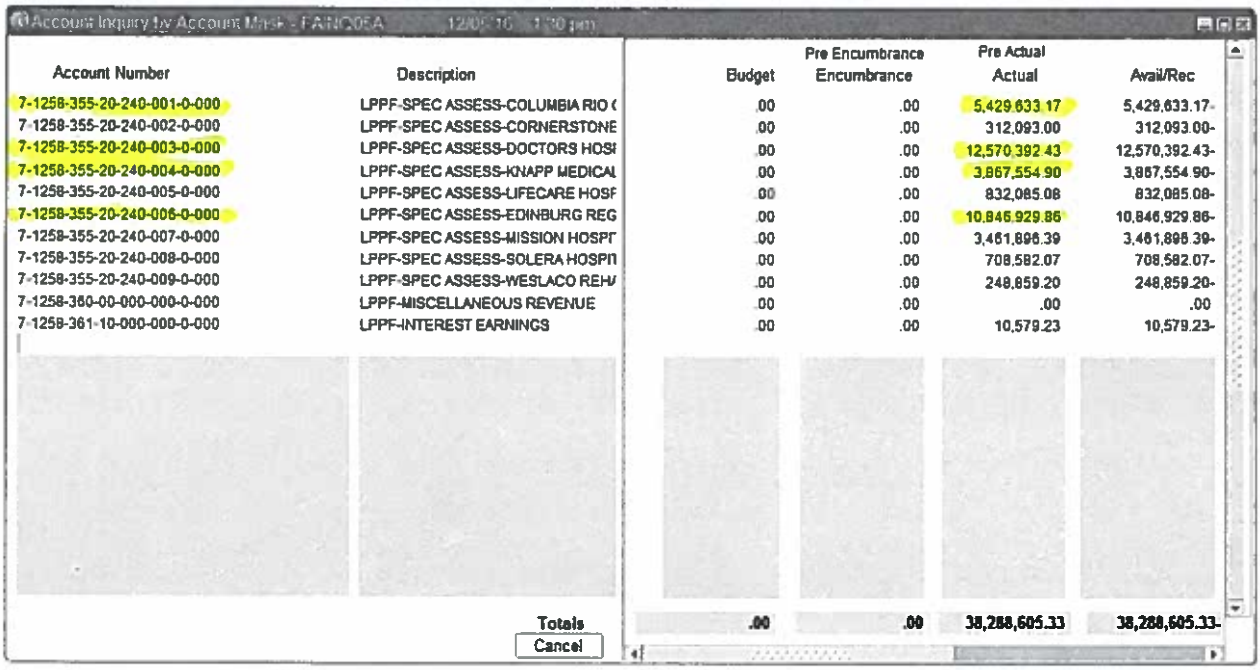
HHSC Hospital Rate Analysis
Texas Health and Human Services Commission
P.O. Box 149030, Mail Code H-400
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, TX 78714-9030

DSRIP Payment Summary Report by IGT for DY 6 R 1			Round 1						
RHP	IGT TPI	IGT Name	DY6 Round 1 Approved IGT	DY5 Carryforward Approved IGT	DY5 Previous Round NMI Approved IGT	DY5 Other Approved IGT (from previous DY that was short IGT)	DY4 Carryforward Previous Round NMI Approved IGT	DY4 Other Approved IGT (from previous DY that was short IGT)	Total Approved IGT for Round 1 DSRIP
RHP 5	139350611	Hidalgo County	$7,001,732.79	$3,020,464.88	$2,675,934.52	$0.00	$552,683.19	$0.00	**$13,250,815.38**

DSRIP Payment Summary Report by IGT for DY 6 R 1				
RHP	IGT TPI	IGT Name	DY6 Round 1 Monitoring Amount	Total Round 1 IGT Needed for DSRIP and Monitoring
RHP 5	139350611	Hidalgo County	**$144,600.23**	$13,395,415.61

Account No/Description		Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1258	LOCAL PROVIDER PARTICIPATION FUND				
7-1258-201-00-000-000-0-000	LPPF-ACCR SALARY, WAGES & FRINGE BENEF	.00	.00	.00	.00
7-1258-202-00-000-000-0-000	LPPF-ACCOUNTS PAYABLE	.00	.00	.00	.00
7-1258-202-00-000-001-0-000	LPPF-A/P 1115 WAIVER	19,631,512.93	.00	-19,631,512.93	.00
	Total Liabilities	**19,631,512.93**	**.00**	**-19,631,512.93**	**.00**
7-1258-270-00-000-000-0-000	LPPF-BUDGETED FUND BALANCE	.00	.00	-8,075,949.53	-8,075,949.53
7-1258-258-00-000-000-0-000	LPPF-UNASSIGNED FUND BALANCE	14,889,312.61	.00	144,606.68	15,033,919.29
	Total Equity	**14,889,312.61**	**.00**	**-7,931,342.85**	**6,957,969.76**
7-1258-275-00-000-000-0-000	LPPF-ESTIMATED REVENUES	.00	.00	.00	.00
7-1258-276-00-000-000-0-000	LPPF-REVENUE CONTROL	.00	.00	38,288,605.33	38,288,605.33
7-1258-271-00-000-000-0-000	LPPF-APPROPRIATIONS	.00	.00	8,075,949.53	8,075,949.53
7-1258-272-00-000-000-0-000	LPPF-EXPENDITURE CONTROL	.00	.00	-8,075,949.53	-8,075,949.53
7-1258-273-00-000-000-0-000	LPPF-ENCUMBRANCE CONTROL	.00	.00	.00	.00
7-1258-274-00-000-000-0-000	LPPF-RESERVED FOR ENCUMBRANCES	.00	.00	.00	.00
	Total Controls	**.00**	**.00**	**38,288,605.33**	**38,288,605.33**
	Total Equity and Controls	**14,889,312.61**	**.00**	**30,357,262.48**	**45,246,575.09**
	Total Liabilities, Equity and Controls	**34,520,825.54**	**.00**	**10,725,749.55**	**45,246,575.09**
	Total Other Sources/Uses	**.00**	**.00**	**.00**	**.00**

*Fund is in Balance .00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Budget
Pre Encumbrance Encumbrance
Pre Actual Actual
Avail/Rec
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7-1258-355-20-240-004-0-000 LPPF-SPEC ASSESS-KNAPP MEDICAL .00 .00 3,867,554.90 3,867,554.90-
7-1258-355-20-240-005-0-000 LPPF-SPEC ASSESS-LIFECARE HOSF .00 .00 832,085.08 832,085.08-
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7-1258-355-20-240-007-0-000 LPPF-SPEC ASSESS-MISSION HOSPI .00 .00 3,461,896.39 3,461,896.39-
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7-1258-355-20-240-009-0-000 LPPF-SPEC ASSESS-WESLACO REH .00 .00 248,859.20 248,859.20-
7-1258-360-00-000-000-0-000 LPPF-MISCELLANEOUS REVENUE .00 .00 .00 .00
7-1258-361-10-000-000-0-000 LPPF-INTEREST EARNINGS .00 .00 10,579.23 10,579.23-
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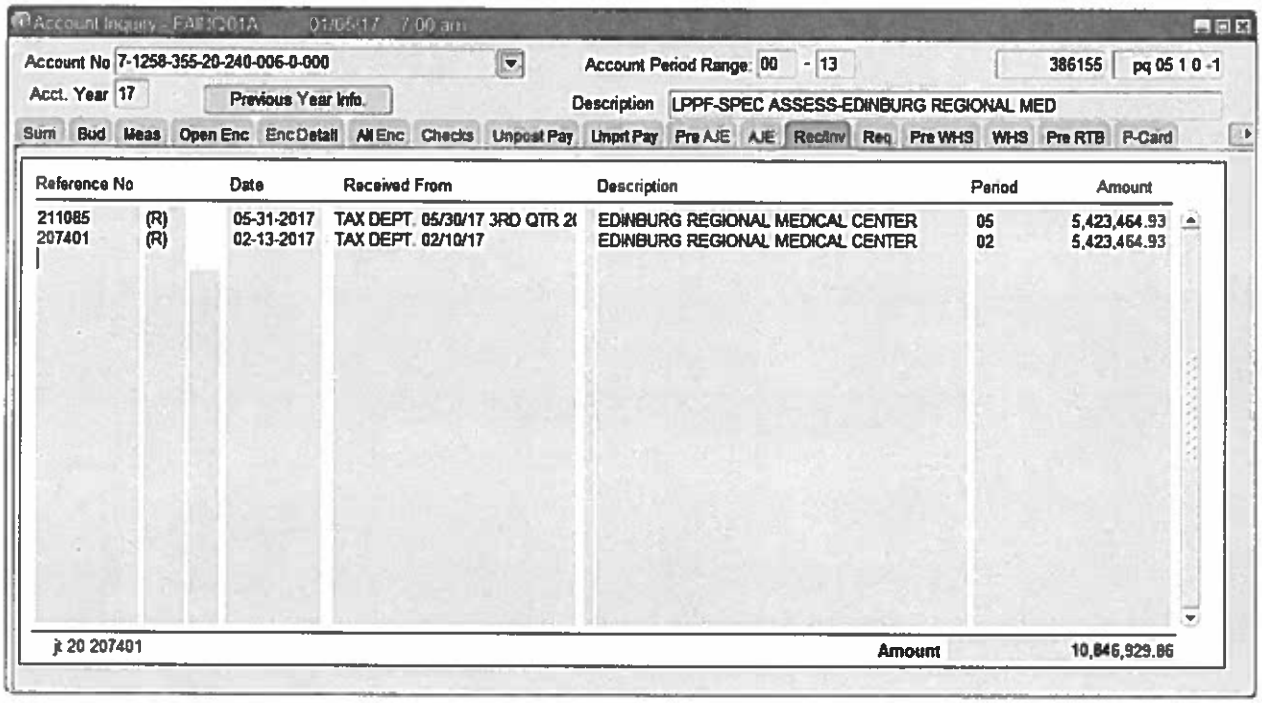
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Acct. Year 17
Previous Year Info.
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Reference No Date Received From Description Period Amount
211085 (R) 05-31-2017 TAX DEPT. 05/30/17 3RD QTR 2(EDINBURG REGIONAL MEDICAL CENTER 05 5,423,464.93
207401 (R) 02-13-2017 TAX DEPT. 02/10/17 EDINBURG REGIONAL MEDICAL CENTER 02 5,423,464.93
jt 20 207401
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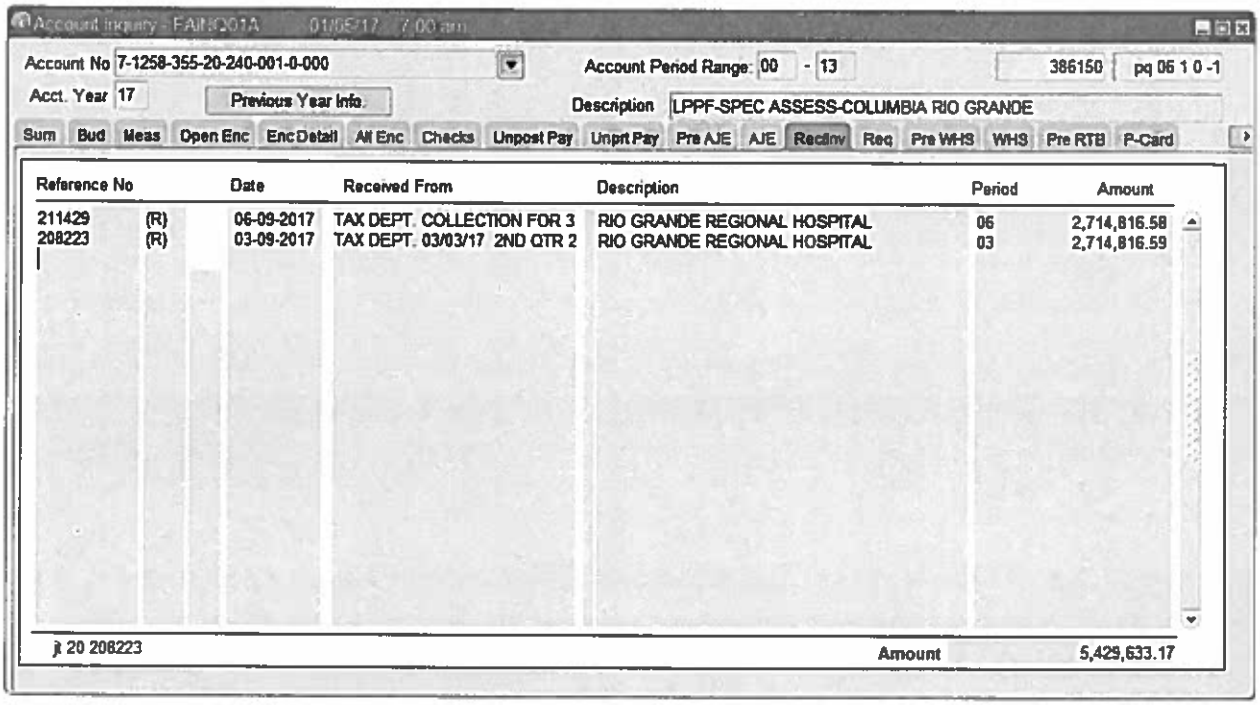
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211429 (R) 06-09-2017 TAX DEPT. COLLECTION FOR 3 RIO GRANDE REGIONAL HOSPITAL 06 2,714,816.58
208223 (R) 03-09-2017 TAX DEPT. 03/03/17 2ND QTR 2 RIO GRANDE REGIONAL HOSPITAL 03 2,714,816.59
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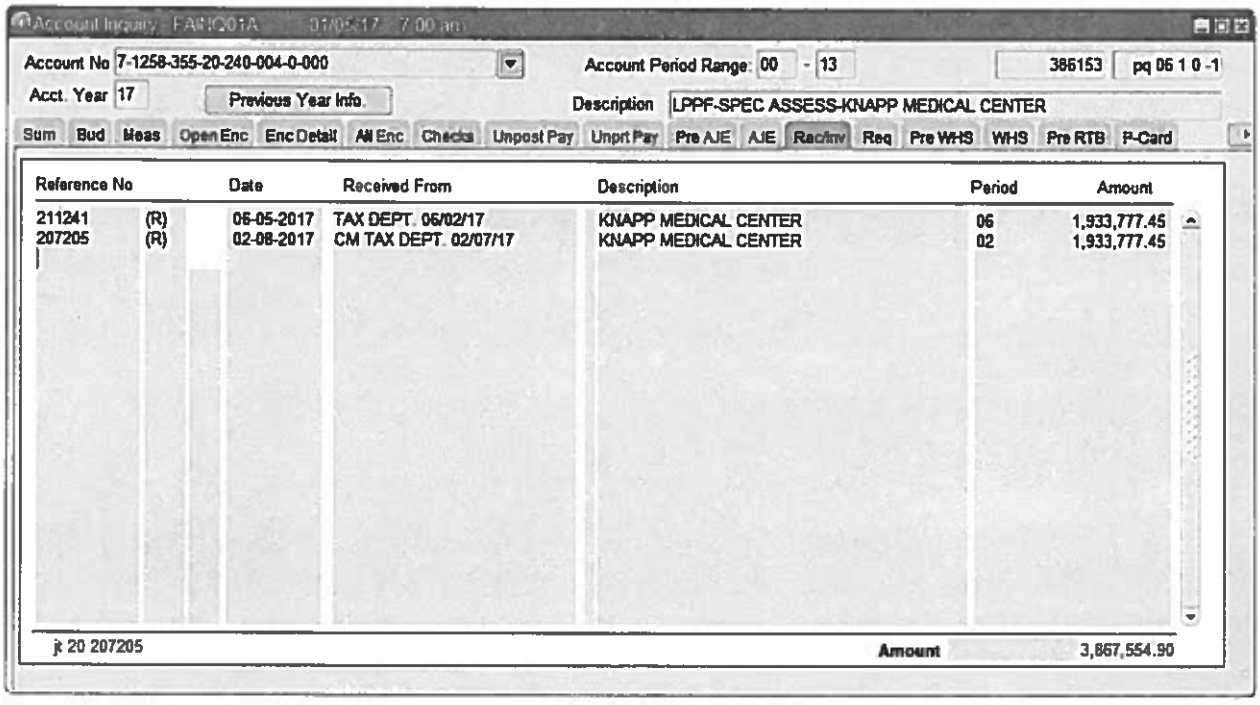
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Reference No Date Received From Description Period Amount
211241 (R) 06-05-2017 TAX DEPT. 06/02/17 KNAPP MEDICAL CENTER 06 1,933,777.45
207205 (R) 02-08-2017 CM TAX DEPT. 02/07/17 KNAPP MEDICAL CENTER 02 1,933,777.45
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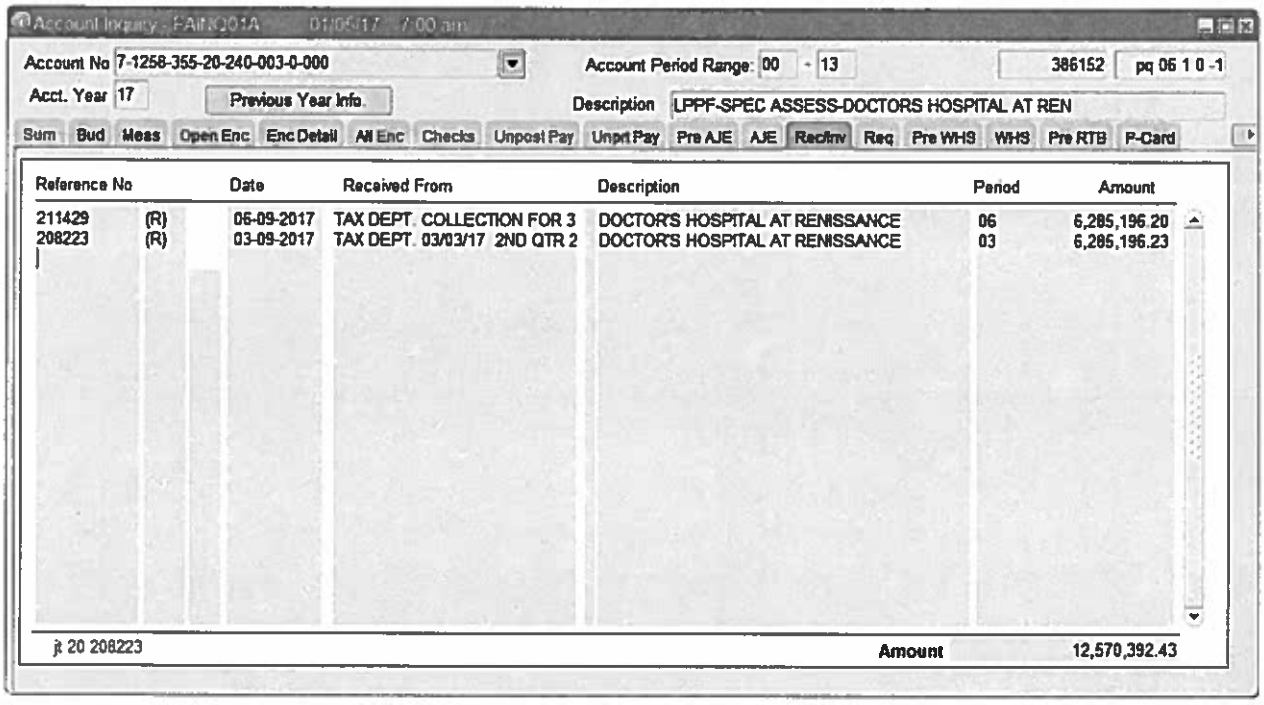
Amount 3,867,554.90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Acct. Year 17
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Reference No Date Received From Description Period Amount
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208223 (R) 03-09-2017 TAX DEPT. 03/03/17 2ND QTR 2 DOCTOR'S HOSPITAL AT RENISSANCE 03 6,285,196.23
jt 20 208223
Amount 12,570,392.43

AI-60125 **Health & Human Services Dept.** **12. F. 3.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

A. Acceptance of Notice of Closure of New Life Care Hospitals of South Texas LLC, effective June 17, 2017.

B. Approval to remove New Life Care Hospitals of South Texas LLC, effective June 17, 2017 from the Hidalgo County Health Care Funding District Mandatory Payment.

BACKGROUND

Fiscal Impact

Attachments

NOTICE OF CLOSURE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/05/2017 02:25 PM
Ivan Cantu	Ivan Cantu	06/06/2017 02:18 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Dairen Sarmiento Started On: 06/05/2017 01:52 PM

Final Approval Date: 06/23/2017

LIFECARE
MANAGEMENT
SERVICES

June 1, 2017

Dairen Sarmiento
Director
Hidalgo County Health & Human Services
1304 S. 25th Ave.
Edinburg, TX 78542

Re: **Notice of Closure of New LifeCare Hospitals of South Texas LLC**

Dear Mr. Sarmiento:

I am writing to provide notice of the intended closure of New LifeCare Hospitals of South Texas LLC. Information on this hospital follows:

New LifeCare Hospitals of South Texas LLC d/b/a LifeCare Hospital of South Texas, is a long term acute care hospital, with locations at 5101 N. Jackson, McAllen, TX 78504 ("North Campus"), and 2001 South "M" Street, McAllen, TX 78503 ("South Campus").

License number:
CMS Certification (Provider) number:
Medicaid Provider number:

We intend to discharge the last patient on June 17, 2017 and close that same day.

With respect to the hospital buildings, LifeCare currently leases the North Campus space from RCBS, LP and the South Campus space from Cantu Construction. Once the hospital is closed, we intend to turn over both spaces to RCBS, LP and Cantu Construction, respectively.

If you have any questions regarding this notice, please contact me at (469) 241-2188 or at the following email: holly.bohannan@lifecare-hospitals.com.

Sincerely,

Holly Jo Bohannan
Associate General Counsel

AI-60317 **Health & Human Services Dept.** **12. G. 2.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval of County Indigent Health Care Program Confidentiality Agreement for the following Human Services Division staff:
Employee # 165123, 195766, 221058

BACKGROUND

Fiscal Impact

Attachments

agreements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/16/2017 11:48 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Dairen Sarmiento Started On: 06/15/2017 09:39 AM

Final Approval Date: 06/23/2017

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
CARMEN BENAVIDEZ	**ELIGIBILITY SPECIALIST II**
County	**Telephone Number (Including Area Code)**
HIDALGO	**956-969-4700**

The following agreement exists to ensure confidentiality, integrity, and continuity of information resources. This agreement applies to all information accessed through the Automated Inquiry System (AIS) or Texas Medicaid & Healthcare Partnership (TMHP).

Please read the following agreement thoroughly. Complete, sign, and date this form. Keep a copy for your records. Return the original to the Texas Department of State Health Services, County Indigent Health Care Group Y- 990, PO Box 149347 Austin, TX 78714-9347.

I understand and agree that I may receive client-sensitive information from AIS/TMHP.

I understand and agree that I will use only AIS/TMHP to obtain the status of Medicaid eligibility dates in regards to the County Indigent Health Care Program.

I understand and agree that I will use only the assigned County Provider Identifier number to access AIS/TMHP.

I understand the importance of confidentiality and agree to keep any information received confidential.

I agree not to disclose any information to anyone or allow anyone to use this information.

I understand that I am responsible for my actions and the actions of any county staff member who may receive this information and who is under my direct control and supervision.

I understand and agree that in the event of an audit by Health and Human Services Commission (HHSC) and/or Texas Department of State Health Services (DSHS), the County will make available all documentation regarding Medicaid Reimbursement upon request.

I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.

Carmen R. Benavidez — Staff Member's Signature

6-13-17 — Date

County Judge Signature

Date

165123

April 2008

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
SYLVIA RIOS	**ELIGIBILITY SPECIALIST II**
County	**Telephone Number (Including Area Code)**
HIDALGO	**956-969-4700**

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I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.

Sylvia Rios — Staff Member's Signature

6-12-17 — Date

County Judge Signature

Date

221058

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
MARITZA ARAGUZ	**ELIGIBILITY SPECIALIST II**
County	**Telephone Number (Including Area Code)**
HIDALGO	**956-318-2087**

The following agreement exists to ensure confidentiality, integrity, and continuity of information resources. This agreement applies to all information accessed through the Automated Inquiry System (AIS) or Texas Medicaid & Healthcare Partnership (TMHP).

Please read the following agreement thoroughly. Complete, sign, and date this form. Keep a copy for your records. Return the original to the Texas Department of State Health Services, County Indigent Health Care Group Y- 990, PO Box 149347 Austin, TX 78714-9347.

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I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.

Maritza Araguz — Staff Member's Signature

6-12-17 — Date

County Judge Signature

Date

April 2008

195766

AI-60376 **Community Service Agency** **13. A.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted By: Rosalinda Gonzalez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Discussion, report, and update of 2017 Comprehensive Energy Assistance Program (CEAP).

BACKGROUND

Fiscal Impact

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/21/2017 11:47 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Rosalinda Gonzalez Started On: 06/21/2017 11:35 AM

Final Approval Date: 06/23/2017

Hidalgo County Community Service Agency

Comprehensive Energy Assistance Program

Program Update

June 27, 2017

Comprehensive Energy Assistance Program

- Open to all residents of Hidalgo County below 150% fpl
  - Family of 4 -$36,900
  - Roughly 44% of Hidalgo County
  - Over 100,000 families qualify
  - Hidalgo County CSA receives funding for approximately 6,000 families



CEAP - Utility Assistance

- Grant Awarded for Direct Assistance from TDHCA

Household Crisis	$ 1,614,036.00
Utility Assistance +	1,614,035.00
Total Available	$ 3,228,071.00



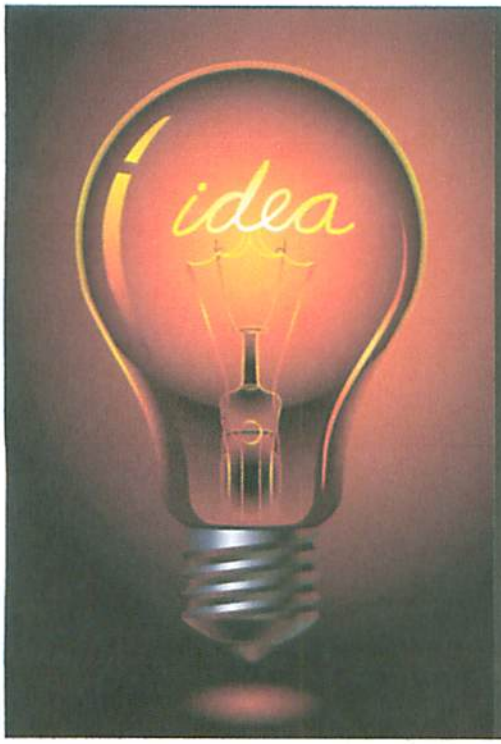
CEAP- Utility Assistance



Over 5,200 Households Assisted

Over 11,500 Individuals Assisted

Total Expended and Obligated $2,882,445.41



CEAP- Utility Assistance

Measures in Place

- ✓ Request additional funding (TDHCA, Direct Energy, Reliant)
- ✓ Limit number of applicants per day
- ✓ Utilize CSBG funding

AI-60328 **Community Service Agency** **13. B.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Rosalinda Gonzalez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Discussion and possible action to authorize Hidalgo County Community Service Agency to enter into a memorandum of understanding (MOU) with Reliant Energy Retail Services, LLC for the purpose of funding energy assistance payments to customers of Company (hereinafter referred to as "CARE Program"). Authorization for Judge Ramon Garcia and Jaime Longoria to sign document.

BACKGROUND

Fiscal Impact

Attachments

2017 Reliant Energy MOU

Legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/21/2017 02:04 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Rosalinda Gonzalez Started On: 06/16/2017 10:11 AM

Final Approval Date: 06/23/2017

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into and between **Reliant Energy Retail Services, LLC** (hereinafter, known as "Company") and **County of Hidalgo, Texas, by and through County of Hidalgo Community Service Agency** (hereinafter known as "CSA") for the purpose of funding energy assistance payments to customers of Company (hereinafter referred to as "CARE Program").

Company is a certified Retail Electric Provider serving residential customers in The Texas ERCOT Market required to establish and maintain an energy assistance program in accordance with the rules and regulations of the Public Utility Commission of Texas.

CSA is an agency of the County of Hidalgo, Texas, a political subdivision of the State of Texas able to receive charitable contributions under section 170(c)(1) of Chapter 26 of the United States Code, that has a proven record of managing energy assistant and heat relief programs and is capable of processing Company's customer payment assistance in an efficient, effective manner.

County agrees to the following:

1. Company AGREES TO
    a. on or before May 1, 2017, contribute a sum of twenty-two thousand five-hundred dollars ($22,500) to CSA in support of the 2017 Reliant Energy CARE Program.
    b. on or before July 31, 2017, contribute a sum of twenty-two thousand five-hundred dollars ($22,500) to CSA in support of the CARE Program.

2. CSA AGREES TO
    a. deposit funds provided by Company into a depository bank account held in trust for Company.
    b. Accept applications for assistance from potential clients and qualify customers of Company as eligible recipients in accordance with the CARE Program Guidelines and Information attached to this Agreement as Exhibit A, as well as the following qualifications:
        i. Provide CARE funds only to customers of Company with active accounts.
        ii. Provide CARE funds if client recipient name matches Company's customer account name.
        iii. Provide CARE funds as follows:

1. a one-time annual payment in an amount not to exceed three-hundred dollars ($300) in accordance with CSA's hardship criteria; or
2. in multiple assistance payments in accordance with CSA's hardship criteria, so long as the cumulative amount of such payments do not exceed three-hundred dollars ($300) annually.

c. Submit a monthly report to Company's Agency Assistance Team at the end of each month, or no later than the 10th day of the following month until the entire contribution fund balance is depleted. Reports will be submitted for all months of the calendar year 2017 even if the fund balance is zero dollars ($0).

3. ASSURANCES

a. For the purpose of this agreement, CSA agrees that it will not discriminate during the distribution of CARE funds because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, and location of customer in an economically distressed geographic area.

b. Should any funds provided by Company not be utilized or pledge to provide assistance to qualifying customers of Company by December 31, 2017, Company agrees that these funds may be utilized or pledged during the following year unless this Agreement is terminated as provided in Section 4.

c. CSA agrees to keep records of all transactions relating to the distribution of CARE Program funds for a period of two (2) years and agrees to allow Company full access during normal business hours to inspect, audit, or reproduce any and all such records and books of CSA containing records concerning the CARE Program.

d. **Form 1295 Compliance**: Company acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing this Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

4. TERMS AND TERMINATION

This Agreement shall commence as of the day and year listed below and remains in effect until the 31st day of December, 2017. This Agreement may automatically renew upon written agreement by the parties. Either party may terminate this Agreement at any time during the year by providing thirty (30) days' advance written notice to the other party. In the event that this Agreement is terminated, CSA agrees to take all practicable action to terminate work under this Agreement. Any remaining

funds held by CSA that have not been utilized or pledged on the date the termination notice is received will be returned to Company.

5. IMMUNITIES

   Nothing in this Agreement is intended to and CSA does not hereby waive, release or relinquish any right to assert any of the defenses CSA enjoys by virtue of the state or federal constitution, laws rules or regulations, and any sovereign, official or qualified immunity available to CSA as to any claim or action of any person, entity, or individual against CSA.

6. ENTIRE AGREEMENT

   This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no prior or contemporaneous agreements, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be effective unless reduced to a writing specifically referencing this Agreement and signed by an authorized representative of each Party.

7. COMPLIANCE

   The Parties will comply with applicable federal, state and local laws, ordinances, rules and regulations in the performance of this Agreement including applicable, confidentiality and safety regulations.

8. WAIVER

   No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. CONTROLLING LAW

   This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

10. ADDITIONAL DOCUMENTS

    The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11. SUCCESSORS

    This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

12. LIABILITIES
    This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither Company nor CSA waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

13. COMMITMENT OF CURRENT REVENUES
    In the event that during the term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees to use its best 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 each party hereto.

14. All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt request, to the following address:

TO RELIANT ENERGY:	TO CSA:
Leanne Schneider Executive Director NRG Retail Charitable Foundation 1201 Fannin Houston, Texas 77002	Hidalgo County CSA ATTN: Jaime Longoria, Director P.O. Box 204 Edinburg, TX 78540

This Agreement is executed in Duplicate originals, each signed copy having the full force and effect of an original this _____ day of _____.

_____	_____
Ramon Garcia Hidalgo County Judge 100 E. Cano Street, 2nd Floor Edinburg, TX 78539	Leanne Schneider Executive Director NRG Retail Charitable Foundation

_____
Jaime Longoria
Executive Director
Hidalgo County Community Service Agency

Approved as to form:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Name:
Assistant District Attorney

_____
Attest: Arturo Guajardo, Jr.
Hidalgo County Clerk

Re: Reliant Energy MOU

From : Erin Thorn <erin.thorn@da.co.hidalgo.tx.us> Tue, Jun 20, 2017 03:58 PM
Subject : Re: Reliant Energy MOU 1 attachment
To : Rosalinda Gonzalez <rosalinda.gonzalez@co.hidalgo.tx.us>
Cc : jaime longoria <jaime.longoria@co.hidalgo.tx.us>, Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Dear Mr. Longoria,

Please find attached a copy of the draft of the Reliant Energy MOU with a few non-substantive recommended changes.

Subject to these changes, our Office approves as to the form of this agreement.

Thank you,
Erin

Erin D. Thorn
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney Hidalgo County, Texas
100 E. Cano Street
Edinburg, Texas 78539
(956) 292-7609 EXT. 8182
(956) 292-7619 FAX
erin.thorn@da.co.hidalgo.tx.us

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****

On Mon, Jun 19, 2017 at 10:43 AM, Rosalinda Gonzalez <rosalinda.gonzalez@co.hidalgo.tx.us> wrote:

> Yes that is correct.
>
> Rosalinda Gonzalez
> Administrative Assistant IV
> Hidalgo County Community Service Agency
> 2524 N. Closner Blvd.
> Edinburg, TX 78541
> 956-292-7000 Ext 7904
>
> ---
>
> **From:** "Erin Thorn" <erin.thorn@da.co.hidalgo.tx.us>
> **To:** "Rosalinda Gonzalez" <rosalinda.gonzalez@co.hidalgo.tx.us>
> **Sent:** Monday, June 19, 2017 9:38:07 AM
> **Subject:** Re: Reliant Energy MOU
>
> Rosie,

I am looking at these two documents and just want to clarify what I am looking at.

As I see it, the one with the watermark on it is the track changes from Reliant, and the one without the watermark is the changes incorporated?

Thank you,
Erin

Erin D. Thorn
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney Hidalgo County, Texas
100 E. Cano Street
Edinburg, Texas 78539
(956) 292-7609 EXT. 8182
(956) 292-7619 FAX
erin.thorn@da.co.hidalgo.tx.us

****
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>
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>
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> **Cc:** "Jaime Longoria HCSA" <jaime.longoria@co.hidalgo.tx.us>
> **Sent:** Friday, June 16, 2017 10:02:10 AM
> **Subject:** Reliant Energy MOU
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Edinburg, TX 78541
956-292-7000 Ext 7904

Reliant Energy MOU (legal edits) EDT.docx
29 KB

From : Rosalinda Gonzalez <rosalinda.gonzalez@co.hidalgo.tx.us> Mon, Jun 19, 2017 10:43 AM
Subject : Re: Reliant Energy MOU
To : Erin Thorn <erin.thorn@da.co.hidalgo.tx.us>

Yes that is correct.

Rosalinda Gonzalez
Administrative Assistant IV
Hidalgo County Community Service Agency
2524 N. Closner Blvd.
Edinburg, TX 78541
956-292-7000 Ext 7904

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Sent: Monday, June 19, 2017 9:38:07 AM
Subject: Re: Reliant Energy MOU

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To : Rosalinda Gonzalez <rosalinda.gonzalez@co.hidalgo.tx.us>

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Subject : Fwd: Reliant Energy MOU 2 attachments

To : Erin Thorn <erin.thorn@da.co.hidalgo.tx.us>

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956-292-7000 Ext 7904

Reliant Energy MOU (legal edits) Updated for legal review 6.16.17.docx
30 KB

Reliant Energy MOU (legal edits).docx
30 KB

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Subject : Reliant Energy MOU 2 attachments
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Reliant Energy MOU (legal edits) Updated for legal review 6.16.17.docx
30 KB

Reliant Energy MOU (legal edits).docx
30 KB

AI-60388 **Community Service Agency** **13. C.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Rosalinda Gonzalez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Discussion, consideration, and possible action on amendment to the Comprehensive Energy Assistance Program (CEAP) contract #58170002587 from the Texas Department of Housing and Community Affairs for program year 2017.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/21/2017 04:35 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Rosalinda Gonzalez Started On: 06/21/2017 04:21 PM

Final Approval Date: 06/23/2017

AI-60398 **Community Service Agency** **13. D.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Rosalinda Gonzalez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Discussion and possible action to ratify action by Jaime Longoria to request a 90 day extension to Texas Veterans Commission (TVC) for Operation Bravo Zulu program. Original agreement term July 1, 2016 to June 30, 2017.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2017 11:36 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Rosalinda Gonzalez Started On: 06/22/2017 10:52 AM

Final Approval Date: 06/23/2017

AI-60368 **Elections Administration** **14. B.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Carlos Nieto, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Hold a public hearing to consider public comments on the County of Hidalgo's participation in the Secretary of State's Countywide Polling Place Program for the November 7th, 2017 Constitutional Amendment Election.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/21/2017 09:03 AM
Linda Flores	Linda Flores	06/23/2017 10:58 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Carlos Nieto		Started On: 06/21/2017 08:53 AM
Final Approval Date: 06/23/2017		

AI-60187 **Elections Administration** **14. C.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Carlos Nieto, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and or approval to increase the wage rate to the Poll Workers (Elections/ Alternative Clerks and Elections Judges) as follows:

Action	Current Wage Rate (Non-Training)	Proposed Wage Rate (Non-training)
Elections/Alternative Clerks	$ 10.10 per hour	$ 12.00 per hour
Elections Judges	$ 12.00 per hour	$ 14.00 per hour

Training rate will be $7.00 per hour for Presiding Judges and Alternative Election Workers. This wage increase does not apply to elections conducted by Political Parties. Contractual Election Service Agreements will also reflect the hourly rate if accepted.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-414-00-130-001-0-123

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Budgetary Impact:
Estimated County Payroll for 2017 General Elections:
Current Wage Rate: $359,989.00
Proposed Wage Rate: $426,020.00

Attachments

backup
fiscal note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/07/2017 03:29 PM
Ivan Cantu	Ivan Cantu	06/07/2017 03:58 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Carlos Nieto Started On: 06/07/2017 03:21 PM
Final Approval Date: 06/23/2017

2017 Election
Election Workers Wages

No. of Workers	Position Title	Total Hrs.(including 1.5 overtime)	Hourly Rate	Total Regular Cost	Pickup/ Delivery Fee	Total Cost
EARLY VOTING						
1	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
2	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
3	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
4	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
5	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
6	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
7	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
8	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
9	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
10	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
11	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
12	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
13	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
14	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
15	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
16	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
17	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
18	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
19	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
20	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
21	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
22	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
23	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
24	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
25	Presiding Judge	180	$14.00	$2,520.00	$25.00	$2,545.00
25	**Total Presiding Judges**	4500		$63,000.00	$625.00	$63,625.00
1	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
2	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
3	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
4	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
5	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
6	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
7	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
8	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
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12	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
13	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
14	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
15	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
16	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
17	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
18	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
19	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
20	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
21	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00

2017 Election
Election Workers Wages

22	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
23	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
24	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
25	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
26	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
27	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
28	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
29	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
30	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
31	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
32	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
33	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
34	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
35	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
36	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
37	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
38	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
39	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
40	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
41	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
42	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
43	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
44	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
45	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
46	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
47	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
48	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
49	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
50	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
51	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
52	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
53	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
54	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
55	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
56	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
57	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
58	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
59	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
60	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
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69	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
70	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
71	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
72	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
73	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00

2017 Election
Election Workers Wages

74	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
75	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
76	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
77	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
78	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
79	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
80	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
81	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
82	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
83	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
84	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
85	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
86	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
87	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
88	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
89	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
90	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
91	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
92	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
93	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
94	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
95	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
96	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
97	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
98	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
99	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
100	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
101	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
102	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
103	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
104	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
105	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
106	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
107	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
108	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
109	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
110	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
111	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
112	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
113	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
114	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
115	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
116	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
117	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
118	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
119	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
120	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
121	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
122	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
123	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
124	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
125	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00

2017 Election
Election Workers Wages

126	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
127	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
128	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
129	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
130	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
131	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
132	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
133	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
134	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
135	Alternate/ Clerk	180	$12.00	$2,160.00	-	$2,160.00
135	**Total Alternate/ Clerks**	24300	**-**	$291,600.00	**$0.00**	$291,600.00
No. of Workers	Position Title	Total Hours	Hourly Rate	Total Regular Cost	Pickup/ Delivery Fee	Total Cost
	ELECTION DAY					
1	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
2	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
3	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
4	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
5	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
6	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
7	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
8	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
9	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
10	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
11	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
12	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
13	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
14	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
15	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
16	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
17	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
18	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
19	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
20	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
21	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
22	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
23	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
24	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
25	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
26	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
27	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
28	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
29	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
30	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
31	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
32	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
33	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
34	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
35	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
36	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
37	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00

2017 Election
Election Workers Wages

38	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
39	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
40	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
41	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
42	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
43	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
44	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
45	Presiding Judge	17	$14.00	$238.00	$25.00	$263.00
45	**Total Presiding Judges**	765		$10,710.00	$1,125.00	$11,835.00
1	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
2	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
3	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
4	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
5	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
6	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
7	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
8	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
9	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
10	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
11	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
12	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
13	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
14	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
15	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
16	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
17	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
18	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
19	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
20	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
21	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
22	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
23	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
24	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
25	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
26	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
27	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
28	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
29	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
30	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
31	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
32	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
33	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
34	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
35	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
36	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
37	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
38	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
39	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
40	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
41	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
42	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
43	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00

2017 Election
Election Workers Wages

44	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
45	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
46	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
47	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
48	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
49	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
50	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
51	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
52	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
53	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
54	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
55	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
56	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
57	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
58	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
59	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
60	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
61	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
62	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
63	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
64	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
65	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
66	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
67	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
68	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
69	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
70	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
71	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
72	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
73	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
74	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
75	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
76	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
77	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
78	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
79	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
80	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
81	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
82	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
83	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
84	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
85	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
86	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
87	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
88	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
89	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
90	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
91	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
92	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
93	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
94	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
95	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00

2017 Election
Election Workers Wages

96	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
97	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
98	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
99	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
100	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
101	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
102	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
103	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
104	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
105	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
106	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
107	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
108	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
109	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
110	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
111	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
112	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
113	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
114	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
115	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
116	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
117	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
118	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
119	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
120	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
121	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
122	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
123	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
124	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
125	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
126	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
127	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
128	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
129	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
130	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
131	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
132	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
133	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
134	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
135	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
136	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
137	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
138	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
139	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
140	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
141	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
142	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
143	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
144	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
145	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
146	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
147	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00

2017 Election
Election Workers Wages

148	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
149	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
150	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
151	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
152	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
153	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
154	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
155	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
156	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
157	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
158	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
159	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
160	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
161	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
162	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
163	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
164	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
165	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
166	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
167	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
168	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
169	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
170	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
171	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
172	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
173	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
174	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
175	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
176	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
177	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
178	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
179	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
180	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
181	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
182	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
183	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
184	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
185	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
186	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
187	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
188	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
189	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
190	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
191	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
192	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
193	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
194	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
195	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
196	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
197	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
198	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
199	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00

2017 Election
Election Workers Wages

200	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
201	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
202	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
203	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
204	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
205	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
206	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
207	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
208	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
209	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
210	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
211	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
212	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
213	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
214	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
215	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
216	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
217	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
218	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
219	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
220	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
221	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
222	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
223	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
224	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
225	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
226	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
227	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
228	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
229	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
230	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
231	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
232	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
233	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
234	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
235	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
236	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
237	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
238	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
239	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
240	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
241	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
242	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
243	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
244	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
245	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
246	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
247	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
248	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
249	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
250	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
251	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00

2017 Election
Election Workers Wages

252	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
253	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
254	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
255	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
256	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
257	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
258	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
259	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
260	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
261	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
262	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
263	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
264	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
265	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
266	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
267	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
268	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
269	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
270	Alternate/ Clerk	17	$12.00	$204.00	-	$204.00
270	**Total Alternate/ Clerks**	**4590**	**-**	**$55,080.00**	**$0.00**	**$55,080.00**

EARLY VOTING BALLOT BOARD

No. of Workers	Position Title	Total Hours	Hourly Rate	Total Regular Cost	Total Cost
1	Presiding Judge	20	$14.00	$280.00	$280.00
1	Member	20	$12.00	$240.00	$240.00
2	Member	20	$12.00	$240.00	$240.00
3	Member	20	$12.00	$240.00	$240.00
4	Member	20	$12.00	$240.00	$240.00
5	Member	20	$12.00	$240.00	$240.00
6	Member	20	$12.00	$240.00	$240.00
7	Member	20	$12.00	$240.00	$240.00
8	Member	20	$12.00	$240.00	$240.00
9	Member	20	$12.00	$240.00	$240.00
10	Member	20	$12.00	$240.00	$240.00
11	Member	20	$12.00	$240.00	$240.00
12	Member	20	$12.00	$240.00	$240.00
13	Member	20	$12.00	$240.00	$240.00
14	Member	20	$12.00	$240.00	$240.00
15	Member	20	$12.00	$240.00	$240.00
15	**Total Ballot Board**	**320**	**-**	**$3,880.00**	**$3,880.00**

Estimate Payroll for County:

$426,020.00

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, June 27, 2017** **Agenda Item:** **60187**

Summary of request/proposal:
Elections Dept. (1100): Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Presiding Judges	NA	123	65,170.00	75,740.00	10,570.00
1100	Alternates/Clerks	NA	123	294,819.00	350,280.00	55,461.00
				359,989.00	426,020.00	66,031.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-414-00-130-001-0-	123	ELECTIONS DEPT-	ELECTION POLL WORKERS	$66,031.00
7-1100-414-00-130-001-0-	211	ELECTIONS DEPT-	HEALTH INSURANCE	$0.00
7-1100-414-00-130-001-0-	212	ELECTIONS DEPT-	LIFE INSURANCE	$0.00
7-1100-414-00-130-001-0-	220	ELECTIONS DEPT-	FICA	$5,051.37
7-1100-414-00-130-001-0-	230	ELECTIONS DEPT-	RETIREMENT	$0.00
7-1100-414-00-130-001-0-	250	ELECTIONS DEPT-	UNEMPLOYMENT COMP	$396.19
7-1100-414-00-130-001-0-	260	ELECTIONS DEPT-	WORKER'S COMP	$0.00
			2017 Budgetary Impact	$71,478.56

Possible Funding Sources: **Undetermined.**

Comments:

AI-60188 **Elections Administration** **14. D.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Carlos Nieto, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of the appointment of members to the Hidalgo County Elections Advisory Committee

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/07/2017 03:29 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Carlos Nieto		Started On: 06/07/2017 03:26 PM
Final Approval Date: 06/23/2017		

Hidalgo County Elections Department
Election Advisory Committee Members

County Judge's Office

Almanza, Jonathan

Reyna, Erika

Sullivan, Julia / Public Affairs

Precinct 1

Suarez, David

Precinct 2

Garza, Armando

Precinct 3

Sara Vela

Precinct 4

Caso, Jose Luis

Manzano, Mariano

District Attorney's Office

Garza, Victor

Democratic Party

Godinez, Ric

Olivarez, Eli

Sanders, Mel

Republican Party

Sanchez, Sergio

McClaugherty, Fern

Barnes, Jim

School District Representatives

De La Garza, Veronica / UTRGV

Montemayor, Patricia/ UTRGV

Sanchez, Richard/ UTRGV

Nguma, Elibariki/ STC

Salinas, Dr. Mario/ Edinburg CISD

Herrera, Irma/ La Joya ISD

Cruz, Sylvia / Mission CISD

Anzaldua, Selinda /Sharyland ISD

Robles, Janet/ PSJA ISD

City Representatives

Lara, Perla / McAllen

Carrillo, Anna / Mission

Pedraza, Hilda /Pharr

Walker Elizabeth / Weslaco

List continues on page 2

Hidalgo County Elections Department
Election Advisory Committee Members

Community Organizations

Martinez, Carlos / AACT

Morales, Albert / AACT

Pena, Macarena/ DARS-Division for Blind Services

Sanchez, Martha / LUPE

Community Members

Espinoza, Magda

Flores, Esperanza

Recio, Araceli

Rivas, Hermila

Rivera, Grace

Rosales, Linda

Saldivar, Selia

AI-60324 **Head Start** **15. A.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Consideration and Action Authorizing the Submittal of Supplemental Application for Budget Year 01.01.17 to 12.31.17 in the Amount of $259,717.00 for a 1% Cost of Living Adjustment (COLA) Retroactive to 01.01.17

BACKGROUND

Policy Council Approval: 06.21.17

Fiscal Impact

Attachments

Supplemental Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/16/2017 08:29 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Linda Galaviz		Started On: 06/15/2017 05:29 PM
Final Approval Date: 06/23/2017		

Hidalgo County Head Start Program

Policy Council Regular Meeting

DATE: June 21, 2017

SUBJECT: Discussion, Consideration and Action Authorizing the Submittal of Supplemental Application for Budget Year 01.01.17 to 12.31.17 in the Amount of $259,717.00 for a 1% Cost of Living Adjustment (COLA) Retroactive to 01.01.17

RATIONALE/NEED: The Office of Head Start requires that we submit a supplemental application for budget year 2017 in the amount of $259,717.00. These funds include a 1% Cost of Living Adjustment which will be for the entire year. Approval to submit this supplemental application is needed.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES:
*ACF, Office of Head Start Region VI Letter Dated 06.02.17
*COLA Budget Narrative
*Salary Scale

****

INITATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Head Start | Region VI | 1301 Young Street, Room 937, Dallas, TX 75202 | www.eclkc.ohs.acf.hhs.gov

June 2, 2017

Ramon Garcia, County Judge
Hidalgo County Head Start Program
1901 W State Highway 107
McAllen, TX 78504

Re: Grant No. 06CH010420

Dear Mr. Garcia:

The Consolidated Appropriations Act, 2017, contains an increase of approximately $85 million for programs under the Head Start Act for Fiscal Year (FY) 2017. A portion of the increase provides a cost-of-living adjustment (COLA) of 1.0 percent, depending on final funding decisions, to assist grantees in increasing staff salaries and fringe benefits and offsetting higher operating costs.

The following table reflects the amount of the COLA for the Head Start and/or Early Head Start programs in FY 2017.

Common Accounting Number (CAN)	COLA Amount
Head Start Program Operations	$259,717
Early Head Start Program Operations	
TOTAL	**$259,717**

Submission Requirements

Program Instruction ACF-PI-HS-17-02, dated May 12, 2017, informed Head Start and Early Head Start grantees and delegate agencies of the intended uses of these funds and announced the opportunity for grantees to apply for the funds. Please review the Program Instruction carefully to ensure your supplemental application meets the requirements for funding and contains all of the necessary information.

The supplemental application is due June 30, 2017 and must be submitted in the Head Start Enterprise System (HSES) at https://hses.ohs.acf.hhs.gov/hsprograms. Please select the Financials tab, Application tab, Fiscal Year 2017 and the budget period to add the 'Supplement' amendment type. For technical assistance in preparing the application, please contact the HSES Help Desk at help@hsesinfo.org or 1-866-771-4737.

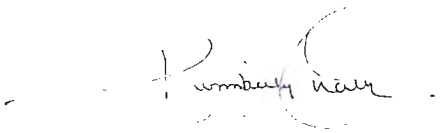
Please ensure the program narrative, budget and detailed budget justification submitted in the application documents demonstrate:

- An increase of 1.0 percent in the hourly rate of pay for each Head Start/Early Head Start employee and the pay scale subject to the provisions of Sections 653 and 640(j) of the Head Start Act;
- The rationale if employees are receiving less than the 1.0 percent COLA or differential COLA increases;
- The provision of the 1.0 percent increase to all delegate agencies and partners or justification if the full percentage is not provided to delegate agencies and partners;
- The planned uses for the balance of the COLA funds to offset higher operating costs;
- Each source of non-federal match, including the estimated amount per source and the valuation methodology; and
- A detailed justification that conforms with the criteria under Section 640(b)(1)-(5) of the Head Start Act if the application proposes a waiver of any portion of the non-federal match requirement.

Signed statements of the Governing Body and Policy Council Chairs along with Governing Body and Policy Council minutes documenting each group's participation in the development and approval of the supplemental application must be provided. The application must be submitted on behalf of the Authorizing Official registered in the HSES. **Incomplete applications will not be processed.**

Please ensure the application contains all of the required information. If you have any questions or need assistance, please contact Heather Colwell, Head Start Program Specialist, at (214) 767-8850 or heather.colwell@acf.hhs.gov or Gerald Scroggins, Grants Management Specialist, at (214) 767-8703 or gerald.scroggins@acf.hhs.gov. Thank you for your cooperation and timely submission of the grant application.

Sincerely,



Kimberly Chalk
Regional Program Manager
Office of Head Start

cc: Teresa Flores, Head Start Director and Executive Director

Hidalgo County Head Start Program

P. O. Box 0117 1901 West Highway 107
Edinburg, Texas 78540-0117 McAllen, Texas 78504
Telephone 956-383-0706, Fax 956-380-2588

Cost of Living (COLA) Funds as per ACF letter dated June 2, 2017

Narrative

The Hidalgo County Head Start Program (HCHSP) is submitting a supplemental application for a Cost of Living Adjustment for fiscal year 2017 as per letter dated June 2, 2017, from the Administration of Children and Families. The supplemental application is for the budget period 01/01/2017 to 12/31/2017 in the amount of $259,717. These funds will strengthen HCHSP's efforts in retaining qualified trained personnel at all levels of our organization as we continue to provide the highest quality of Head Start services to the children and families of Hidalgo County.

(HCHSP) works with the most challenging and youngest population in Hidalgo County and therefore, it becomes very critical that the most qualified, appropriately educated and experienced staff be attracted, employed and retained by the Program. Studies show that the strategies necessary to support the successful recruitment and retention of credentialed and degreed professionals must reflect a direct and permanent financial support by the Program. In our case, these strategies must also respond to a competitive environment where increasing demand for degreed staff becomes more prevalent, as our Program continues to forge ahead and partner with the local School Districts in our service area.

This application supports our commitment to help children and their families become emotionally, socially, and academically ready for a successful continuation in their educational journey as they transition from Head Start to public schools.

Furthermore, Head Start families will benefit significantly from skilled personnel that promote the Program's resolve in the achievement of Program Goals, School Readiness Goals and Family Engagement Outcomes.

In summary, this Cost of Living Adjustment (COLA) funding application will:

- Implement a 1 percent increase in the hourly pay for each Head Start full time employee and the pay scale subject to the provisions of Sections 653 and 640(j) of the Head Start Act
- Assist with our successful partnerships with local school districts.
- Ensure the continuation of high quality Head Start services to the families of Hidalgo County.
- Facilitate the recruitment and retention of qualified professional staff at all levels of the organization.
- Support our school readiness goals and family engagement outcomes.

Hidalgo County Head Start Program

P. O. Box 0117 1901 West Highway 107
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Telephone 956-383-0706, Fax 956-380-2588

Budget Narrative-Federal Share

The Hidalgo County Head Start Program is submitting a Cost Of Living Adjustment (COLA) for the following proposed Federal program costs that are accompanied with an explanation and justification for the proposed expenditures. All personnel costs are reasonable and conform to 45 CFR Part 75.402.

Personnel (Object class category 6.a)

Proposed salaries are appropriate and competitive in the region and county. The staff of the Hidalgo County Head Start Program will meet all Head Start requirements and regulations. Salaries are aligned with prevailing wages in the area as well with federally recommended levels.
The prorated COLA funding will increase salaries as follows:

Titles	No. of Positions	Salary Increase
Teachers	186	$54,567
Assistant Teachers	186	$38,146
Disability Aides	19	$3,897
Center Managers	37	$12,380
SS Facilitators	6	$1,803
SS Assistants	73	$14,995
Custodians	49	$5,915
Maintenance/Bus Drivers/Bus Aides/Warehouse Staff/ 13 Part Time Employees (PTE's)	66.50	$13,697
Central Office Admin/Clerks/Secretaries/ Others	56	$24,432
Total Salaries/Personnel	678.50	$169,832

Fringe Benefits (object class category 6.b)

In addition to adequate salaries the Hidalgo County Head Start staff receives a fringe benefit plan that is reasonable and conforms to 45 CFR Part 75.404. Fringe benefits will reflect increases as a result of higher salaries as follows.

Fringe Benefits	Amount
Medicare	$2,463
Unemployment	$713
Workers Compensation	$1,739
Pension	$11,812
Social Security	$10,530
Total Fringe Benefits	$27,257
Total Salaries and Fringe Benefits	**$197,089**

Hidalgo County Head Start Program

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Supplies (Object Class Category 6.e)	
Phonemic Awareness Curriculum 186 @ $150.00	$27,900
Kindermusik Curriculum 18 @ $1,900.00	$34,200
Miscellaneous Classroom supplies; Crayons, paper, glue, etc.,	$ 528
Total Supplies	**$62,628**

Total Federal Share	**$259,717**

Budget Narrative-Non-Federal Share

The following are the proposed Non-Federal Resources to be provided by The Hidalgo County Head Start Program. The listed resources meet the requirements for In-Kind contributions as per 45 CFR Part 75.306(f). Our School Readiness Partnerships with local school districts continues to yield great benefits in curriculum and instruction and in In-Kind/Matching contributions to the Program. We currently have 87 public school early childhood certified teachers in our Head Start classrooms, funded by the school districts that co-teach with our Head Start teachers in our classrooms.

1. PERSONNEL (Object Class Category 6.A)

Volunteer	Service Provided	Rate	Value
School teachers under the School Readiness Program	Classroom instructions to our children	1 teacher(s) X $338.77/day X 145 days	$49,122
Parent Involvement	Assist with take home activity instruction provided by the classroom teacher	1 volunteer x $78.88/day x 145 days	$11,438

3. Supplies (Object Class Category 6. e)

Used	Donation	Rate	Value
Classroom	Consumable (paper, art supplies, books and	N/A	$4,369

Total In-Kind/Matching Funds	**$64,929**

Grand Total All Funds	**$324,646**

2017 Hidalgo County Head Start Program Salary Scale

Position - Title	Current Approved Annual Salary	1 % COLA Adjusted Annual Salary	# of Positions
Administrator for Education - Masters	$69,487.56	$70,182.44	1
Administrator for Human Resources - Masters	$69,487.56	$70,182.44	1
Assistant Administrator for Human Resources	$46,693.94	$47,160.88	1
Assistant Bookkeeper - Procurement & Finance	$24,772.90	$25,020.63	3
Assistant Director for Operations	$85,332.00	$86,185.32	1
Assistant Director for Programmactic Services- Masters	$86,205.60	$87,067.66	1
Assistant Teacher	$20,508.80	$20,713.89	186
Bookkeeper - Finance	$30,008.41	$30,308.49	2
Bus Aide/Substitute	$20,508.80	$20,713.89	15
Bus Aide/Classroom Part Time	$8,351.20	$8,434.71	13
Bus Driver/Maintenance	$20,508.80	$20,713.89	28
Center Manager (Associates)	$31,689.73	$32,006.63	26
Center Manager (Masters)	$37,946.80	$38,326.27	2
Center Manager (Bachelors)	$36,776.26	$37,144.02	9
Chief Financial Officer - Bachelors	$70,106.40	$70,807.46	1
Clerk/Receptionist - Administration	$20,508.80	$20,713.89	4
Coordinator - Associates	$36,222.92	$36,585.15	0
Coordinator - Bachelors	$39,644.80	$40,041.25	10
Coordinator - Non Degree	$33,647.73	$33,984.21	1
Courier (Warehouse)	$20,508.80	$20,713.89	4
Crew Leader- Non Degree	$29,220.95	$29,513.16	2
Custodian - Administration & Center	$20,508.80	$20,713.89	49
Department Director - Non Degree - MIS	$58,999.20	$59,589.19	1
Department Director - Non Degree - Field Operations	$60,548.80	$61,154.29	1
Director - Bachelor	$59,506.04	$60,101.10	6
Director - Masters	$61,080.95	$61,691.76	5
Disability Classroom Assistant	$20,508.80	$20,713.89	19
Electrician Technician	$31,264.08	$31,576.72	1
Executive Director - Masters	$104,915.20	$105,964.35	1
Executive Secretary	$37,308.33	$37,681.41	1
Executive Secretary	$39,478.40	$39,873.18	1
Facilitator - Associates	$31,264.08	$31,576.72	3
Facilitator - Non Degree	$29,220.95	$29,513.16	1
Maintenance Worker	$20,508.80	$20,713.89	10
Mental Health Counselor	$49,296.00	$49,788.96	1
Nurse (RN) - Bachelors	$48,077.30	$48,558.07	1
Risk Management Specialist - Non Degree/Pd by County	$42,565.12	$42,990.77	0
Secretary	$23,088.00	$23,318.88	1
Secretary	$21,112.30	$21,323.42	6
Specialist - Bachelors	$42,565.12	$42,990.77	1
Support Service Facilitator (Center) - A.A.	$31,264.08	$31,576.72	4
Support Service Facilitator (Center) - Non Degree	$26,603.20	$26,869.23	2
Suppport Service Assistants	$20,508.80	$20,713.89	73
Teacher (Associates)	$27,475.78	$27,750.54	96
Teacher (Bachelors)	$31,264.08	$31,576.72	90
Interim Teacher (temporary)	$21,154.86	$21,366.41	0
Total Number of Positions for HS			**685**

Texas Department of Agriculture (TDA) Salary Scale 2017 (COLA 1%)

POSITION - TITLE	Current Annual	Adjusted Annual Salary	# of Positions
Assistant Cook	$20,508.80	$20,713.89	2
Bookkeeper - TDA	$28,641.60	$28,928.02	1
Coordinator - Bachelors	$39,644.80	$40,041.25	2
Director - Bachelor	$59,508.80	$60,103.89	1
Food Driver	$20,508.80	$20,713.89	7
Head Cook	$27,643.20	$27,919.63	2
Kitchen Helper	$20,508.80	$20,713.89	10
Secretary	$20,633.60	$20,839.94	1
Total Number of Positions for TDA			**26**

Notes for Stipends/Substitute Teachers/Part Time Employees

$1,500.00 Stipend for Masters Degree
$2,000.00 Stipend for Additional Department Responsibilities
$500.00 Stipend for Center Manager Assigned Two Centers
$200.00 Stipend for Center Manager per Classroom for more than Five Classrooms
$1,000.00 Stipend for Center Manager in Public School Site
54 Substitute Teachers Daily Rate $60
13 Bus Aides-Classroom (Part Time Employees) Hourly Rate $8.03

Hidalgo County Head Start Program

# of Pos	Department	WC Code	Position	2016 Hrly Rate	2017 Annual Salary	1 % COLA	New Adj Salary
1	Administration	5606	Executive Director	50.44	104,915.20	1,049.15	105,964.35
2	Administration	5606	Assistant Program Director	41.44	86,195.20	861.95	87,057.15
3	Administration	5606	Assistant Program	41.02	85,321.60	853.22	86,174.82
4	Administration	8810	Exeuctive Secretary	18.98	39,478.40	394.78	39,873.18
5	Administration	8810	Executive Secretary	17.94	37,315.20	373.15	37,688.35
6	Administration	8810	Secretary	10.15	21,112.00	211.12	21,323.12
7	Administration	8810	Receptionist	9.02	20,508.80	205.09	20,713.89
1	Finance	5606	Chief Financial Officer	33.70	70,096.00	700.96	70,796.96
2	Finance	8810	Firscal Coordinator		39,644.80	396.45	40,041.25
3	Finance	8810	A/Payable Bookkeeper	14.43	30,014.40	300.14	30,314.54
4	Finance	8810	Payroll Bookkeeper	14.43	30,014.40	300.14	30,314.54
5	Finance	8810	Assistant Bookkeeper	11.91	24,772.80	247.73	25,020.53
6	Finance	8810	Assistant Bookkeeper	11.91	24,772.80	247.73	25,020.53
1	MIS	5606	MIS Director	28.36	58,988.80	589.89	59,578.69
2	MIS	5191	MIS Facilitator Tech 1	15.03	31,262.40	312.62	31,575.02
3	MIS	5191	MIS Facilitator Tech 1	14.05	29,224.00	292.24	29,516.24
4	MIS	5191	MIS Facilitator Tech 1	14.05	29,224.00	292.24	29,516.24
1	Personnel	5606	Admin for HR	33.41	69,492.80	694.93	70,187.73
2	Personnel	5606	Asst Adm HR	29.37	46,696.00	466.96	47,162.96
3	Personnel	8810	Employee Ben. Coord	22.45	39,644.80	396.45	40,041.25
4	Personnel	8810	Secretary	11.10	23,088.00	230.88	23,318.88
5	Personnel	8810	Secretary	10.15	21,112.00	211.12	21,323.12
6	Personnel	8810	Secretary	10.15	21,112.00	211.12	21,323.12
	Personnel	8810	RM Specialist/Pd by W/C	20.46			
1	Procurement	5606	Director	28.61	59,508.80	595.09	60,103.89
2	Procurement	8810	Coordinator	19.06	39,644.80	396.45	40,041.25
3	Procurement	8810	Asst. Bkkeeper	11.91	24,772.80	247.73	25,020.53
1	Health	5606	Director	28.61	59,508.80	595.09	60,103.89
2	Health	8833	Registered Nurse	23.11	48,068.80	480.69	48,549.49
3	Health	8833	Coordinator/LVN	17.42	36,233.60	362.34	36,595.94
4	Health	8833	Coordinator/LVN	17.42	36,233.60	362.34	36,595.94
5	Health	8810	Secretary	10.15	21,112.00	211.12	21,323.12
1	Disability	5606	Director	28.61	59,508.80	595.09	60,103.89
2	Disability	8868	Special Services Coord	19.06	39,644.80	396.45	40,041.25
3	Disability	8868	Special Services Coord	19.06	39,644.80	396.45	40,041.25
4	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
5	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
6	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
7	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
8	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
9	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
10	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
11	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
12	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
13	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
14	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
15	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
16	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
17	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
18	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
19	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89

20	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
21	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
22	Disability	8868	Disability Classroom Asst	9.86	20,508.80	205.09	20,713.89
23	Disability	8810	Clerk	9.86	20,508.80	205.09	20,713.89
1	Family Services	5606	Director	28.61	59,508.80	595.09	60,103.89
2	Family Services	8810	Family Records Specialist	21.20	44,096.00	440.96	44,536.96
3	Family Services	8810	Coordinator	19.80	41,184.00	411.84	41,595.84
4	Family Services	8810	Coordinator	19.06	39,644.80	396.45	40,041.25
5	Family Services	8810	Secretary	10.15	21,112.00	211.12	21,323.12
1	Comm Part	5606	Director	28.61	59,508.80	595.09	60,103.89
2	Comm Part	8810	Facilitator	15.03	31,262.40	312.62	31,575.02
1	Field Ops	5606	Director	29.11	60,548.80	605.49	61,154.29
2	Field Ops	8810	Coordinator	19.06	39,644.80	396.45	40,041.25
3	Field Ops	8810	Coordinator	16.18	33,654.40	336.54	33,990.94
4	Field Ops	5190	Electrician Tech	15.03	31,262.40	312.62	31,575.02
5	Field Ops	9014	Crew Leader	14.05	29,224.00	292.24	29,516.24
6	Field Ops	9014	Crew Leader	14.05	29,224.00	292.24	29,516.24
7	Field Ops	8810	Clerk	9.86	20,508.80	205.09	20,713.89
8	Field Ops	7380	Bus Driver/Maint.	10.02	21,320.00	213.20	21,533.20
9	Field Ops	7380	Bus Driver/Maint.	10.02	21,320.00	213.20	21,533.20
10	Field Ops	7380	Bus Driver/Maint.	10.02	21,320.00	213.20	21,533.20
11	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
12	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
13	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
14	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
15	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
16	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
17	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
18	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
19	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
20	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
21	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
22	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
23	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
24	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
25	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
26	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
27	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
28	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
29	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
30	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
31	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
32	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
33	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
34	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
35	Field Ops	7380	Bus Driver/Maint.	9.86	20,508.80	205.09	20,713.89
36	Field Ops	8868	Bus Aide Substit.	9.86	20,508.80	205.09	20,713.89
37	Field Ops	8868	Bus Aide Substit.	9.86	20,508.80	205.09	20,713.89
38	Field Ops	8868	Bus Aide Substit.	9.86	20,508.80	205.09	20,713.89
39	Field Ops	8868	Bus Aide Substit.	9.86	20,508.80	205.09	20,713.89
40	Field Ops	8868	Bus Aide Substit.	9.86	20,508.80	205.09	20,713.89
41	Field Ops	8868	Bus Aide Substit.	9.86	20,508.80	205.09	20,713.89
42	Field Ops	8868	Bus Aide Substit.	9.86	20,508.80	205.09	20,713.89
43	Field Ops	8868	Bus Aide Substit.	9.86	20,508.80	205.09	20,713.89
44	Field Ops	8868	Bus Aide Substit.	9.86	20,508.80	205.09	20,713.89
45	Field Ops	8868	Bus Aide Substit.	9.86	20,508.80	205.09	20,713.89
46	Field Ops	8868	Bus Aide Substit.	9.86	20,508.80	205.09	20,713.89
47	Field Ops	8868	Bus Aide Substit.	9.86	20,508.80	205.09	20,713.89
48	Field Ops	8868	Bus Aide Substit.	9.86	20,508.80	205.09	20,713.89
49	Field Ops	8868	Bus Aide Substit.	9.86	20,508.80	205.09	20,713.89
50	Field Ops	8868	Bus Aide Substit.	9.86	20,508.80	205.09	20,713.89
51	Field Ops	9014	Maint. Worker	9.86	20,508.80	205.09	20,713.89
52	Field Ops	9014	Maint. Worker	9.86	20,508.80	205.09	20,713.89

53	Field Ops	9014	Maint. Worker	9.86	20,508.80	205.09	20,713.89
54	Field Ops	9014	Maint. Worker	9.86	20,508.80	205.09	20,713.89
55	Field Ops	9014	Maint. Worker	9.86	20,508.80	205.09	20,713.89
56	Field Ops	9014	Maint. Worker	9.86	20,508.80	205.09	20,713.89
57	Field Ops	9014	Maint. Worker	9.86	20,508.80	205.09	20,713.89
58	Field Ops	9014	Maint. Worker	9.86	20,508.80	205.09	20,713.89
59	Field Ops	9014	Maint. Worker	9.86	20,508.80	205.09	20,713.89
60	Field Ops	9014	Maint. Worker	9.86	20,508.80	205.09	20,713.89
61	Field Ops	7380	Courier (Whse)	9.86	20,508.80	205.09	20,713.89
62	Field Ops	7380	Courier (Mail)	9.86	20,508.80	205.09	20,713.89
63	Field Ops	7380	Courier (Whse)	9.86	20,508.80	205.09	20,713.89
64	Field Ops	7380	Courier (Whse)	9.86	20,508.80	205.09	20,713.89
65	Field Ops	9014	Custodian (100%)	9.86	20,508.80	205.09	20,713.89
66	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
67	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
68	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
69	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
70	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
71	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
72	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
73	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
74	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
75	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
76	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
77	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
78	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
79	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
80	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
81	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
82	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
83	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
84	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
85	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
86	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
87	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
88	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
89	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
90	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
91	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
92	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
93	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
94	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
95	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
96	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
97	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
98	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
99	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
100	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
101	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
102	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
103	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
104	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
105	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
106	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
107	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
108	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
109	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
110	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
111	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
112	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
113	Field Ops	9014	Custodian (58%)	9.86	20,508.80	118.95	20,627.75
114	Field Ops	8868	Bus Aide Classrm/PTE's	8.03	8,351.20	83.51	8,434.71
115	Field Ops	8868	Bus Aide Classrm/PTE's	8.03	8,351.20	83.51	8,434.71
116	Field Ops	8868	Bus Aide Classrm/PTE's	8.03	8,351.20	83.51	8,434.71
117	Field Ops	8868	Bus Aide Classrm/PTE's	8.03	8,351.20	83.51	8,434.71
118	Field Ops	8868	Bus Aide Classrm/PTE's	8.03	8,351.20	83.51	8,434.71

119	Field Ops	8868	Bus Aide Classrm/PTE's	8.03	8,351.20	83.51	8,434.71
120	Field Ops	8868	Bus Aide Classrm/PTE's	8.03	8,351.20	83.51	8,434.71
121	Field Ops	8868	Bus Aide Classrm/PTE's	8.03	8,351.20	83.51	8,434.71
122	Field Ops	8867	Bus Aide Classrm/PTE's	8.03	8,351.20	83.51	8,434.71
123	Field Ops	8868	Bus Aide Classrm/PTE's	8.03	8,351.20	83.51	8,434.71
124	Field Ops	8868	Bus Aide Classrm/PTE's	8.03	8,351.20	83.51	8,434.71
125	Field Ops	8868	Bus Aide Classrm/PTE's	8.03	8,351.20	83.51	8,434.71
126	Field Ops	8868	Bus Aide Classrm/PTE's	8.03	8,351.20	83.51	8,434.71
1	Education	8868	Center Manager	18.64	38,771.20	387.71	39,158.91
2	Education	8868	Center Manager	18.64	38,771.20	387.71	39,158.91
3	Education	8868	Center Manager	18.48	38,438.40	384.38	38,822.78
4	Education	8868	Center Manager	18.36	38,188.80	381.89	38,570.69
5	Education	8868	Center Manager	18.24	37,939.20	379.39	38,318.59
6	Education	8868	Center Manager	17.92	37,273.60	372.74	37,646.34
7	Education	8868	Center Manager	17.79	37,003.20	370.03	37,373.23
8	Education	8868	Center Manager	17.68	36,774.40	367.74	37,142.14
9	Education	8868	Center Manager	17.68	36,774.40	367.74	37,142.14
10	Education	8868	Center Manager	17.68	36,774.40	367.74	37,142.14
11	Education	8868	Center Manager	17.21	35,796.80	357.97	36,154.77
12	Education	8868	Center Manager	16.10	33,488.00	334.88	33,822.88
13	Education	8868	Center Manager	15.92	33,113.60	331.14	33,444.74
14	Education	8868	Center Manager	15.92	33,113.60	331.14	33,444.74
15	Education	8868	Center Manager	15.82	32,905.60	329.06	33,234.66
16	Education	8868	Center Manager	15.82	32,905.60	329.06	33,234.66
17	Education	8868	Center Manager	15.59	32,427.20	324.27	32,751.47
18	Education	8868	Center Manager	15.59	32,427.20	324.27	32,751.47
19	Education	8868	Center Manager	15.51	32,260.80	322.61	32,583.41
20	Education	8868	Center Manager	15.51	32,260.80	322.61	32,583.41
21	Education	8868	Center Manager	15.42	32,073.60	320.74	32,394.34
22	Education	8868	Center Manager	15.31	31,844.80	318.45	32,163.25
23	Education	8868	Center Manager	15.31	31,844.80	318.45	32,163.25
24	Education	8868	Center Manager	15.24	31,699.20	316.99	32,016.19
25	Education	8868	Center Manager	15.24	31,699.20	316.99	32,016.19
26	Education	8868	Center Manager	15.24	31,699.20	316.99	32,016.19
27	Education	8868	Center Manager	15.24	31,699.20	316.99	32,016.19
28	Education	8868	Center Manager	15.24	31,699.20	316.99	32,016.19
29	Education	8868	Center Manager	15.24	31,699.20	316.99	32,016.19
30	Education	8868	Center Manager	15.10	31,408.00	314.08	31,722.08
31	Education	8868	Center Manager	15.10	31,408.00	314.08	31,722.08
32	Education	8868	Center Manager	15.02	31,241.60	312.42	31,554.02
33	Education	8868	Center Manager	14.97	31,137.60	311.38	31,448.98
34	Education	8868	Center Manager	14.54	30,243.20	302.43	30,545.63
35	Education	8868	Center Manager	14.36	29,868.80	298.69	30,167.49
36	Education	8868	Center Manager	14.26	29,660.80	296.61	29,957.41
37	Education	8868	Center Manager	14.26	29,660.80	296.61	29,957.41
1	Education	8868	SS Assistant	10.63	22,110.40	221.10	22,331.50
2	Education	8868	SS Assistant	10.15	21,112.00	211.12	21,323.12
3	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
4	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
5	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
6	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
7	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
8	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
9	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
10	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
11	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
12	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
13	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
14	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
15	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
16	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
17	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
18	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
19	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89

20	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
21	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
22	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
23	Education	8868	SS Assistant	9.92	20,633.60	206.34	20,839.94
24	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
25	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
26	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
27	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
28	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
29	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
30	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
31	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
32	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
33	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
34	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
35	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
36	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
37	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
38	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
39	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
40	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
41	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
42	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
43	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
44	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
45	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
46	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
47	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
48	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
49	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
50	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
51	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
52	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
53	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
54	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
55	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
56	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
57	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
58	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
59	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
60	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
61	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
62	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
63	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
64	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
65	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
66	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
67	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
68	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
69	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
70	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
71	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
72	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
73	Education	8868	SS Assistant	9.86	20,508.80	205.09	20,713.89
1	Education	8868	SS Facilitator	15.60	32,448.00	324.48	32,772.48
2	Education	8868	SS Facilitator	15.19	31,595.20	315.95	31,911.15
3	Education	8868	SS Facilitator	15.07	31,345.60	313.46	31,659.06
4	Education	8868	SS Facilitator	15.03	31,262.40	312.62	31,575.02
5	Education	8868	SS Facilitator	12.98	26,998.40	269.98	27,268.38
6	Education	8868	SS Facilitator	12.79	26,603.20	266.03	26,869.23
1	Education	8868	Teacher	15.24	31,699.20	316.99	32,016.19
2	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
3	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
4	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02

5	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
6	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
7	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
8	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
9	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
10	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
11	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
12	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
13	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
14	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
15	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
16	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
17	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
18	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
19	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
20	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
21	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
22	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
23	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
24	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
25	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
26	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
27	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
28	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
29	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
30	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
31	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
32	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
33	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
34	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
35	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
36	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
37	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
38	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
39	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
40	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
41	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
42	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
43	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
44	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
45	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
46	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
47	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
48	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
49	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
50	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
51	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
52	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
53	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
54	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
55	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
56	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
57	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
58	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
59	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
60	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
61	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
62	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
63	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
64	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
65	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
66	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
67	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
68	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
69	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
70	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02

71	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
72	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
73	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
74	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
75	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
76	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
77	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
78	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
79	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
80	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
81	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
82	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
83	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
84	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
85	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
86	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
87	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
88	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
89	Education	8868	Teacher	15.03	31,262.40	312.62	31,575.02
90	Education	8868	Teacher	14.26	29,660.80	296.61	29,957.41
91	Education	8868	Teacher	13.77	28,641.60	286.42	28,928.02
92	Education	8868	Teacher	13.70	28,496.00	284.96	28,780.96
93	Education	8868	Teacher	13.70	28,496.00	284.96	28,780.96
94	Education	8868	Teacher	13.70	28,496.00	284.96	28,780.96
95	Education	8868	Teacher	13.70	28,496.00	284.96	28,780.96
96	Education	8868	Teacher	13.40	27,872.00	278.72	28,150.72
97	Education	8868	Teacher	13.40	27,872.00	278.72	28,150.72
98	Education	8868	Teacher	13.40	27,872.00	278.72	28,150.72
99	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
100	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
101	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
102	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
103	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
104	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
105	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
106	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
107	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
108	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
109	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
110	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
111	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
112	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
113	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
114	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
115	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
116	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
117	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
118	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
119	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
120	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
121	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
122	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
123	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
124	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
125	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
126	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
127	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
128	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
129	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
130	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
131	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
132	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
133	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
134	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
135	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
136	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57

137	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
138	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
139	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
140	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
141	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
142	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
143	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
144	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
145	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
146	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
147	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
148	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
149	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
150	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
151	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
152	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
153	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
154	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
155	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
156	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
157	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
158	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
159	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
160	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
161	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
162	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
163	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
164	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
165	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
166	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
167	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
168	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
169	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
170	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
171	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
172	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
173	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
174	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
175	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
176	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
177	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
178	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
179	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
180	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
181	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
182	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
183	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
184	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
185	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
186	Education	8868	Teacher	13.21	27,476.80	274.77	27,751.57
1	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
2	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
3	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
4	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
5	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
6	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
7	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
8	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
9	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
10	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
11	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
12	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
13	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
14	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
15	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89

16	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
17	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
18	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
19	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
20	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
21	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
22	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
23	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
24	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
25	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
26	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
27	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
28	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
29	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
30	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
31	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
32	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
33	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
34	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
35	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
36	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
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41	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
42	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
43	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
44	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
45	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
46	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
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49	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
50	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
51	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
52	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
53	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
54	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
55	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
56	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
57	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
58	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
59	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
60	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
61	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
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63	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
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71	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
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73	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
74	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
75	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
76	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
77	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
78	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
79	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
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81	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89

82	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
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89	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
90	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
91	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
92	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
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94	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
95	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
96	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
97	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
98	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
99	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
100	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
101	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
102	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
103	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
104	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
105	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
106	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
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110	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
111	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
112	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
113	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
114	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
115	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
116	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
117	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
118	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
119	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
120	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
121	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
122	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
123	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
124	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
125	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
126	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
127	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
128	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
129	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
130	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
131	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
132	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
133	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
134	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
135	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
136	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
137	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
138	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
139	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
140	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
141	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
142	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
143	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
144	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
145	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
146	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
147	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89

148	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
149	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
150	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
151	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
152	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
153	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
154	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
155	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
156	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
157	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
158	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
159	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
160	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
161	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
162	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
163	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
164	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
165	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
166	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
167	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
168	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
169	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
170	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
171	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
172	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
173	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
174	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
175	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
176	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
177	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
178	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
179	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
180	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
181	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
182	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
183	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
184	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
185	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
186	Education	8868	Teacher (Asst.)	9.86	20,508.80	205.09	20,713.89
1	Education	5606	Staff Development Director	28.61	59,508.80	595.09	60,103.89
2	Education	8810	Staff Development Clerk	9.86	20,508.80	205.09	20,713.89
3	Education	8868	Administrator for Education	33.41	69,492.80	694.93	70,187.73
4	Education	8868	Area Director	29.37	61,089.60	610.90	61,700.50
5	Education	8868	Area Director	29.37	61,089.60	610.90	61,700.50
6	Education	8868	Area Director	29.37	61,089.60	610.90	61,700.50
7	Education	8868	Area Director	29.37	61,089.60	610.90	61,700.50
8	Education	8868	Compliance Monitor	29.37	61,089.60	610.90	61,700.50
9	Education	8868	Mental Health Counselor	23.17	48,193.60	481.94	48,675.54
10	Education	8810	Secretary	10.15	21,112.00	211.12	21,323.12
			Total 1% COLA			**169,831.95**	

685 Full Time Positions (Includes 13 Part Time Employees)
54 Substitute Teachers
1 Risk Management Specialist - Salary paid from County Worker's Compensation Account
740 Total Positions

AI-60386 **Planning Department** **16. A.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. **Preliminary Approval with Variance Request**

a. Martha Bermejo Subdivision- Pct. 3 (Martha Bermejo, Owner) (Mile 3 North Road& Bentsen Palm Drive)
No. of Lots: 1 Multi-Family, 1 Commercial
Flood Zone: C
Drainage: Yes, by onsite detention areas connecting to a type "A" curb inlet.
ETJ: Yes, approved by City of Mission
Water: Yes, provided by Agua S.U.D.
Sewer: Yes, OSSF
Paved: Yes, Mile 3 North Road (F.M. 1924).

b. Alberta Village Subdivision- Pct. 4 (Julio & Melissa Carranza,Owner) (Alberta Road & Raul Longoria Road)
No. of Lots: 36 Single Family
Flood Zone: B
Drainage: Yes, Storm Drainage Pipe System and Detention by widening the existing Drain Ditch.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by City of Edinburg
Paved: Yes, Alberta Road and 1 proposed internal street.

2. **Preliminary Approval**

a. Rancho El Potrero Subdivision- Pct. 3 (Manuel Chapa, Owner) (Western Road & Mile 3 North Road)
No. of Lots: 74 Single Family
Flood Zone: C
Drainage: Yes, Storm Sewer System discharging to an existing drainage basin

owned by the HCDD#1.
ETJ: Yes, approved by the City of Mission
Water: Yes, provided by Agua S.U.D.
Sewer: Yes, OSSF
Paved: Yes, Western Road and 3 proposed internal streets.

b. Camino De Abram Subdivision- Pct. 3 (Manuel Chapa, Owner) (Abram Road & Mile 3 North Road)
No. of Lots: 80 Single Family
Flood Zone: X
Drainage: Yes, Storm Sewer System discharging to an existing drainage basin owned by the HCDD#1.
ETJ: Yes, approved by the City of Mission.
Water: Yes, provided by Agua S.U.D.
Sewer: Yes, OSSF
Paved: Yes, Abram Road and 4 proposed internal streets.

c. Eduardo's No. 15 Subdivision- Pct. 3 (Diana Izaguirre, Owner) (Trosper Road & Mile 3 North Road)
No. of Lots: 24 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System and Detention by widening the existing Drain Ditch.
ETJ: Yes, approved by the City of Mission.
Water: Yes, provided by Sharyland Water Supply Corporation
Sewer: Yes, Sanitary Sewer provided by City of Mission
Paved: Yes, Trosper Road and 2 proposed internal streets.

3. **Final Approval**
a. McCain Subdivision- Pct.4 (Roger & Sheila McCain, Owner) (Cessna Ave. & Skylark Avenue)
No. of Lots: 1 Single Family
Flood Zone: B
Drainage: No Storm Drainage and Detention will be required.
ETJ: Yes, approved by the City of Edinburg.
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Skylark Avenue.

b. ECISD Hargill Elementary Subdivision- Pct. 1 (Rene Gutierrez, E.C.I.S.D.,

Superintendent, Owner)
(Wilson Avenue & 4th Street
No. of Lots: 1 Institutional
Flood Zone: C
Drainage: Yes, by onsite detention area.
ETJ: No, Rural Area
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by North Alamo Water Supply
Paved: Yes, 4th Street.

c. Hernandez Macias Subdivision- Pct. 2 (Noe Hernandez, Owner) (Alamo Road & Earling Road)
No. of Lots: 1 Single Family
Flood Zone: B & C
Drainage: Yes, by onsite detention areas and by re-grading Alamo road side ditch.
ETJ: Yes, approved by the City of Alamo.
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Alamo Road.

d. TVM Properties Subdivision- Pct. 4 (Thomas Arce, Jr., Owner) (Curve Road & Val Verde Road)
No. of Lots: 3 Commercial
Flood Zone: X
Drainage: Yes, by onsite detention areas to be constructed at building permit stage.
ETJ: No, Rural Area
Water: Provided by North Alamo Water Supply
Sewer: Yes, OSSF. Will be installed at permit stage.
Paved: Yes, Val Verde Road.

e. Loma Verde No. 4 Subdivision- Pct. 4 (Kyle Ruppert, Owner) (Mile 21 Road & F.M. 2812)
No. of Lots: 7 Single Family
Flood Zone: X
Drainage: Reconstruction of Mile 21 Road side ditch with a discharge outfall onto HCDD#1 ditch.
ETJ: No, Rural Area
Water: Provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: No, Mile 21 Road to be paved.Developer has submitted 1/3 escrow for Road

improvement.

f. Pueblo De Palmas Ph. 21 Subdivision- Pct. 4 (J. Gary Frisby, Owner) (Davis Road & Kenyon Road)
No. of Lots: 45 Single Family
Flood Zone: X
Drainage: Yes, by Storm Drainage Pipe System that connects to the existing drainage system of Pueblo De
Palmas Ph. 19 Subdivision.
ETJ: Yes, approved by the City of Edinburg.
Water: Provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by City of Edinburg
Paved: Yes, Kenyon Road and 2 internal streets.

g. Bon Viejo Ph. 2 Subdivision- Pct. 1 (Kyndel W. Bennett, Owner) (Mile 13 North Road & F.M. 493)
No. of Lots: 56 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System and Detention by widening the existing Drain Ditch.
ETJ: Yes, approved by the City of Donna
Water: Provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Mile 13 North Road and 3 internal streets.

BACKGROUND

Fiscal Impact

Attachments

Martha Bermejo Subd.
Alberta Village Subd.
Rancho el Potrero Subd.
Camino De Abram Subd.
Eduardo's No. 15 Subd.
McCain Subd.
ECISD Hargill Elem. Subd.
Hernandez Macias Subd.
TVM Properties Subd.
Loma Verde NO.4 Subd.

Pueblo de Palmas #21 Subd.
Bon Viejo Ph. 2 Subd.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/21/2017 04:42 PM
Budget & Management	Veronica Ortiz	06/21/2017 04:42 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Flor Castillo Started On: 06/21/2017 04:04 PM
Final Approval Date: 06/23/2017

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 6-27-2017

PROPOSED **MARTHA BERMEJO** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **SAMES INC.** DEVELOPER: **MARTHA BERMEJO**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: ☐ *SINGLE FAMILY **1** ☒ *MULTI-FAMILY **1** ☒ COMMERCIAL ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **NORTH SIDE OF MILE 3 NORTH ROAD APPROXIMATELY 1,000 FEET WEST OF BENTSEN PALM DRIVE.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **MISSION** *and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **11-05-2016** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY ONSITE DETENTION AREAS CONNECTING TO AN EXISTING TXDOT TYPE A INLET NORTH OF MILE 3 NORTH ROAD.**

ROAD R.O.W. DEDICATION: **10.00 FEET ONTO MILE 3 NORTH ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **2-21-2017** BY, **VICTOR GALLARDO, PCT. 3** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **9-14-2015** BY, ENVIRONMENTAL HEALTH DIVISION MANAGER
SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE ANGEL GONZALEZ**

WATER SERVICE PROVIDER: **AGUA SUD** LINE SIZE: **4"** LOCATION: **3 MILE NORTH ROAD.**

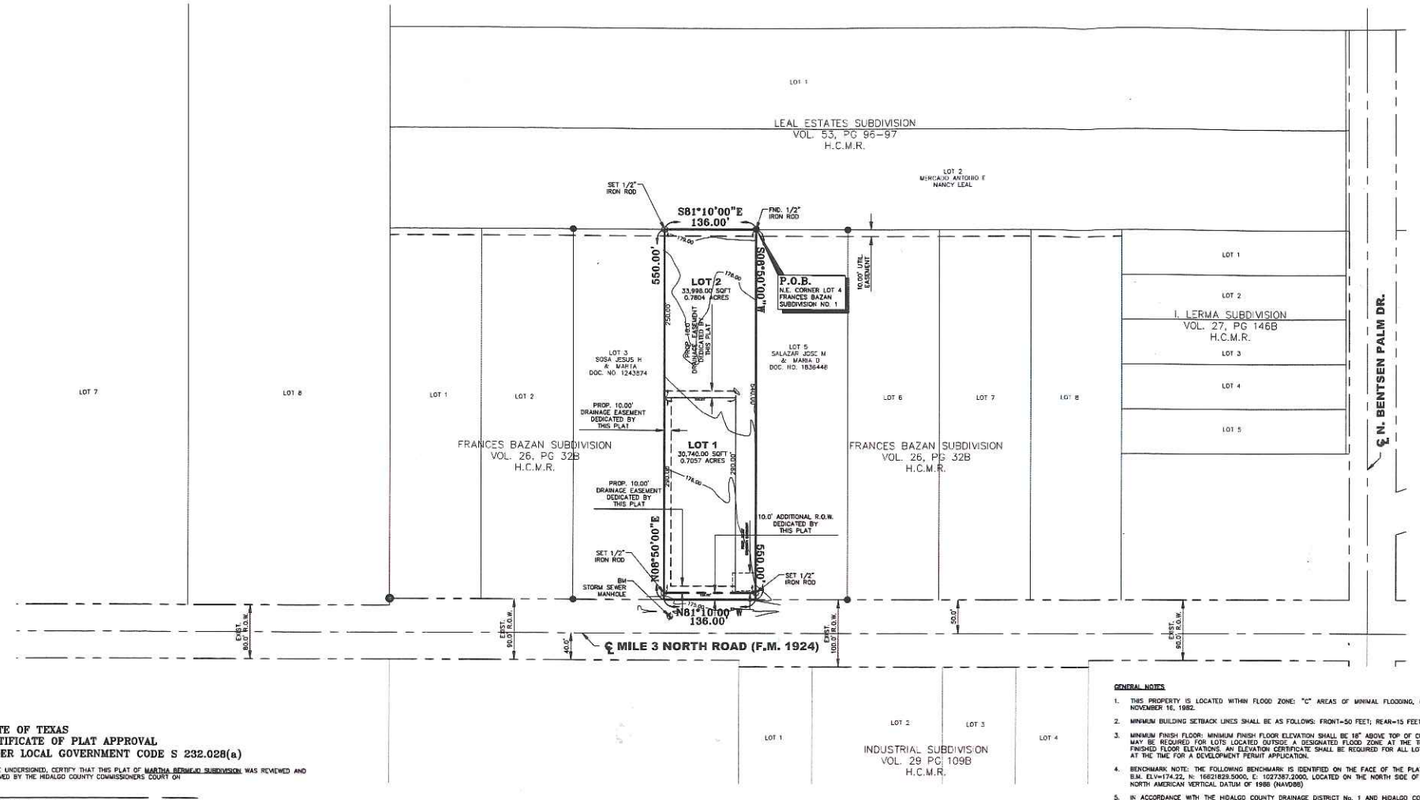
H.C.E.O.C.PRELIMINARYAPPROVAL DATE: **9-09-2016** : BY **MARTIN RAMIREZ** ENVIRONMENTAL COMPLIANCE COORDINATOR
☒ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

VARIANCE REQUEST: **VARIANCE REQUEST FROM THE HIDALGO COUNTY SUBDIVISION RULES, TITLE B, CHAPTER 2, "BLOCKS AND LOTS" SECTION 2.8 B.**

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **MISSION**.
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



N

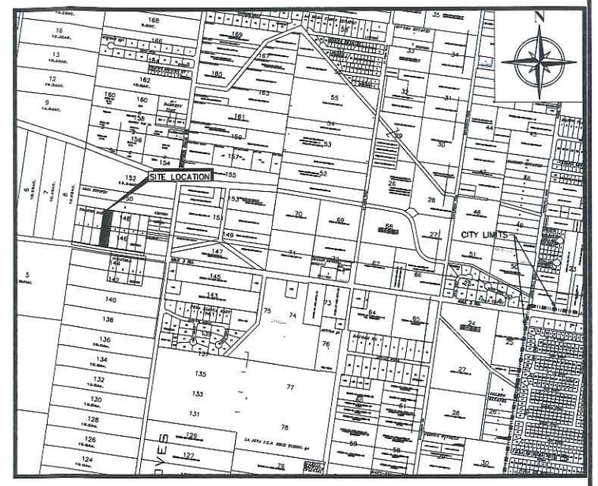
SCALE: 1"=100'

LEGEND

- ● – FND. 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD
- ⬢ – FND. 5/8" IRON ROD
- ▲ – FND. COTTON PICKER SPINDLE
- △ – SET COTTON PICKER SPINDEL
- R.O.W. – RIGHT OF WAY
- FND. – FOUND
- P.O.C. – POINT OF COMMENCEMENT
- P.O.B. – POINT OF BEGINNING

SURVEY NOTES:

1. BEARINGS SHOWN BASED ON FRANCES BAZAN SUBDIVISION NO. 1, AS PER MAP RECORDED IN VOLUME 26, PAGE 32B, DEED RECORDS OF HIDALGO COUNTY, TEXAS.
2. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED UTILIZING RTK GPS METHODS.
3. ELEVATIONS ON THIS PROJECT ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)



LOCATION MAP
SCALE: 1"=1,000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MARTHA BERMEJO SUBDIVISION IS LOCATED IN HIDALGO COUNTY PRECINCT No. 3, APPROXIMATELY 975 FEET WEST OF THE INTERSECTION OF NORTH BENTSEN PALM DRIVE AND MILE 3 NORTH ROAD (F.M. 1924), ON THE NORTH SIDE OF MILE 3 NORTH ROAD (F.M. 1924). THE NEAREST MUNICIPALITY IS THE CITY OF MISSION. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF MISSION (POP. 83,394), MARTHA BERMEJO SUBDIVISION LIES APPROXIMATELY 0.45 MILES FROM THE CITY LIMITS AND IS WITHIN THE CITY'S ETJ. (5) MILE EXTRATERRITORIAL JURISDICTION UNDER LOCAL GOVERNMENT CODE § 42.021.

MARTHA BERMEJO SUBDIVISION

LOT FOUR (4) FRANCES BAZAN SUBDIVISION NO. 1, AN ADDITION TO THE CITY OF MISSION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 26, PAGE 32-B, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

BEING A 2-LOT SUBDIVISION CONTAINING 1.7172 ACRES (74,800.00 SQFT.), MORE OR LESS, BEING A RESUBDIVISION OF LOT 4, FRANCES BAZAN SUBDIVISION NO. 1, AS RECORDED IN VOLUME 26, PAGE 32B, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID TRACT OF LAND CONVEYED TO MARTHA M. BERMEJO, AS RECORDED IN DOCUMENT NUMBER 2700125, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A HALF (1/2) INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 4, FRANCES BAZAN SUBDIVISION NO. 1, AS RECORDED IN VOLUME 26, PAGE 32B, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND AND POINT OF BEGINNING;

THENCE, SOUTH 08°50'00" WEST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 540.0 FEET PASS A HALF (1/2) INCH IRON ROD SET WITH A PLASTIC CAP STAMPED "SAMES" FOR THE 40 FT. NORTH RIGHT OF WAY LINE OF MILE 3 NORTH ROAD (F.M. 1924), AT A TOTAL DISTANCE OF 550.0 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF LOT 4, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, PARALLEL TO THE NORTH PROPERTY LINE OF LOT 4, NORTH 81°10'00" WEST, A DISTANCE OF 136.0 FEET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, ALONG THE WEST LINE OF SAID LOT 4, NORTH 08°50'00" EAST, A DISTANCE OF 10.0 FEET PASS A HALF (1/2) INCH IRON ROD SET WITH A PLASTIC CAP STAMPED "SAMES", FOR THE NEW NORTH RIGHT OF WAY LINE OF MILE 3 NORTH ROAD (F.M. 1924), AT A TOTAL DISTANCE OF 550.0 FEET TO A HALF (1/2) INCH IRON ROD SET WITH A PLASTIC CAP STAMPED "SAMES", FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 81°10'00" EAST, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 136.0 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.7172 ACRES (74,800.00 SQ.FT.) TRACT OF LAND, MORE OR LESS.

GENERAL NOTES:

1. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE: "C" AREAS OF MINIMAL FLOODING, ON FLOOD INSURANCE RATE MAP=COMMUNITY PANEL NO. 480334 0400 C REVISED NOVEMBER 16, 1982.
2. MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS: FRONT=50 FEET; REAR=15 FEET; SIDE=6 FEET; OR EASEMENT, WHICHEVER IS GREATER IN ALL CASES.
3. MINIMUM FINISH FLOOR: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: BENCHMARK: STORM SEWER MANHOLE B.M. ELV=174.22, N: 16821829.5000, E: 1027387.2000, LOCATED ON THE NORTH SIDE OF MILE 3 NORTH ROAD (F.M. 1924). ELEVATIONS ON THIS PROJECT ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
5. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 6,509 CUBIC-FEET (0.149 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.)
6. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOW ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDROLOGIC CALCULATIONS FOR THIS SUBDIVISION.
7. NO STRUCTURE SHALL BE PERMITTED WITHIN ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, OTHER PLANTINGS (EXCEPT LOW LESS THAN 18 INCHES MATURE HEIGHTS, GROUND COVER, GRASS, OR FLOWERS), AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE EASEMENT.
8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
9. THIS SUBDIVISION IS SERVED BY AGUA SPECIAL UTILITY DISTRICT.
10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF RESIDENTIAL SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM BOUNDARIES OF THIS SUBDIVISION.
12. MARTHA BERMEJO, THE OWNER & SUBDIVIDER OF MARTHA BERMEJO SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, EACH UTILITY PROVIDER DOES HEREBY STATE THAT ALL OTHER EASEMENTS WHICH COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER DO NOT EXIST.
14. FIRE HYDRANTS (IF REQUIRED) ARE PLACED IN THIS SUBDIVISION AT THE REQUEST OF THE CITY OF MISSION. THE FIRE HYDRANTS ARE PLACED ON A NONE-FIRE RATED SYSTEM. THE PRESENCE OF THE FIRE HYDRANTS DOES NOT GUARANTEE THAT IT WILL FUNCTION PROPERLY DURING A FIRE, AND THE ENGINEER DOES NOT WARRANT OR IMPLY THAT IT WILL.
15. IN ACCORDANCE TO SECTION 8.213 SIDEWALKS AND CODE OF ORDINANCES CHAPTER 98-SIDEWALKS SHALL BE FIVE (5) FOOT IN WIDTH FOR INTERNAL STREETS AND FIVE (5) FOOT FOR PERIMETER STREETS ARTERIAL, COLLECTOR OR HIGHER CLASSIFICATION. A FIVE FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG THE NORTH SIDE OF MILE 3 NORTH ROAD (F.M. 1924) AT FINAL PLAT STAGE.
16. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO HIDALGO COUNTY IRRIGATION DISTRICT No. 6, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES, OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES, OR DRIVEWAYS OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT-OF-WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.
17. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
18. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX B- COUNTY CONSTRUCTION SPECIFICATIONS 3.1.A.
19. COMMON ACCESS DRIVE SHALL BE A MINIMUM OF 24 FEET WIDE AND PROVIDE INGRESS AND EGRESS TO LOT 1 AND LOT 2.
20. LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NON RESIDENTIAL USE. IN ACCORDANCE WITH TEXAS WATER DEVELOPMENT BOARD MODEL SUBDIVISION RULES THIS RESTRICTION SHALL BE STIPULATED ON ALL DEEDS, CONTRACT FOR DEEDS, AND ANY OTHER TYPE OF CONVEYANCE. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
21. LOT 2 SHALL REMAIN MULTI-FAMILY RESIDENTIAL. NO COMMERCIAL USE SHALL BE ALLOWED ON LOT 2.
22. DRIVEWAY ENTRANCES WITH SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING AND/OR DEVELOPMENT PERMIT STAGE PRIOR TO THE ISSUANCE OF A FINAL LIGHT AND WATER CLEARANCE.
23. THE DRAINAGE EASEMENT ALONG WITH ITS DRAINAGE FACILITIES SHALL BE PRIVATE AND MAINTAINED BY THE LOT OWNERS.
24. NO INDIVIDUAL LOT ACCESS WILL BE ALLOWED FOR LOTS 1 THROUGH 2 A 24 FOOT DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 1 AND 2 TO PROVIDE INGRESS AND EGRESS TO LOTS 1 THROUGH 2 FROM FM 1981 (HOVLE ROAD). TxDOT DRIVE WAY /ENTRANCE PERMIT IS REQUIRED PRIOR TO THE CONSTRUCTION OF THE DRIVEWAY AND THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMITS.

STATE OF TEXAS
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE S 232.028(a)

WE THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF MARTHA BERMEJO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

_____ _____
HIDALGO COUNTY JUDGE DATE

_____ _____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF MARTHA BERMEJO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION ON.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION,
CERTIFICATION, AND ATTESTATION:

I, MARTHA BERMEJO, AS OWNER (S) OF THE 1.5860 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MARTHA BERMEJO SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

A. THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
B. SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
C. ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
D. GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
MARTHA BERMEJO DATE
1412 E. KEETEN AVE., UNIT 1B
McALLEN, TEXAS 78501

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARTHA BERMEJO KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF_____ 20___

_____
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT OF MARTHA BERMEJO SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ 20___

_____
CHAIRMAN

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED MAYOR OF THE CITY OF MISSION, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR, CITY OF MISSION DATE

_____ _____
CITY SECRETARY DATE

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 48.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ _____
RAUL E. SESIN, P.E. C.F.M. DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

THAT I, SAMUEL D. MALDONADO, DO HEREBY CERTIFY, THAT I PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND AS DESCRIBED AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE CITY OF MISSION.

_____ _____
SAMUEL D. MALDONADO, RPLS NO. 6027 DATE

STATE OF TEXAS · SAMUEL D. MALDONADO · 6027 · REGISTERED · LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, SAMUEL D. MALDONADO, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ _____
SAMUEL D. MALDONADO, PE NO. 91689 DATE

STATE OF TEXAS · SAMUEL D. MALDONADO · 91689 · LICENSED · PROFESSIONAL ENGINEER

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 6 ON THIS THE

_____ DAY OF _____ 20___

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No.6 RIGHT-OF-WAY OR EASEMENTS.

BY: _____ ATTEST: _____
PRESIDENT SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY CLERK'S RECORDED CERTIFICATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.

ON: _____ AT _____ A.M./P.M.

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____, DEPUTY CLERK
ISMAEL HIDALGO

STATE OF TEXAS
COUNTY OF HIDALGO

I, OSCAR CANCINO, HEREBY CERTIFY THAT AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY PLAN FOR MARTHA BERMEJO SUBDIVISION, HIDALGO COUNTY, TEXAS. THE AGUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE AGUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THIS SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF ALL WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

_____
OSCAR CANCINO, MANAGER
AGUA SPECIAL UTILITY DISTRICT

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MARTHA BERMEJO	1412 E. KEETEN AVE., UNIT 1B	McALLEN, TEXAS 78501	(956) 250-2277	
ENGINEER:	SAMUEL D. MALDONADO, P.E.	200 S. 10TH ST. SUITE 1607	McALLEN, TEXAS 78501	(956) 702-8880	(956) 702-8883
SURVEYOR:	SAMUEL D. MALDONADO, RPLS	200 S. 10TH ST. SUITE 1607	McALLEN, TEXAS 78501	(956) 702-8880	(956) 702-8883

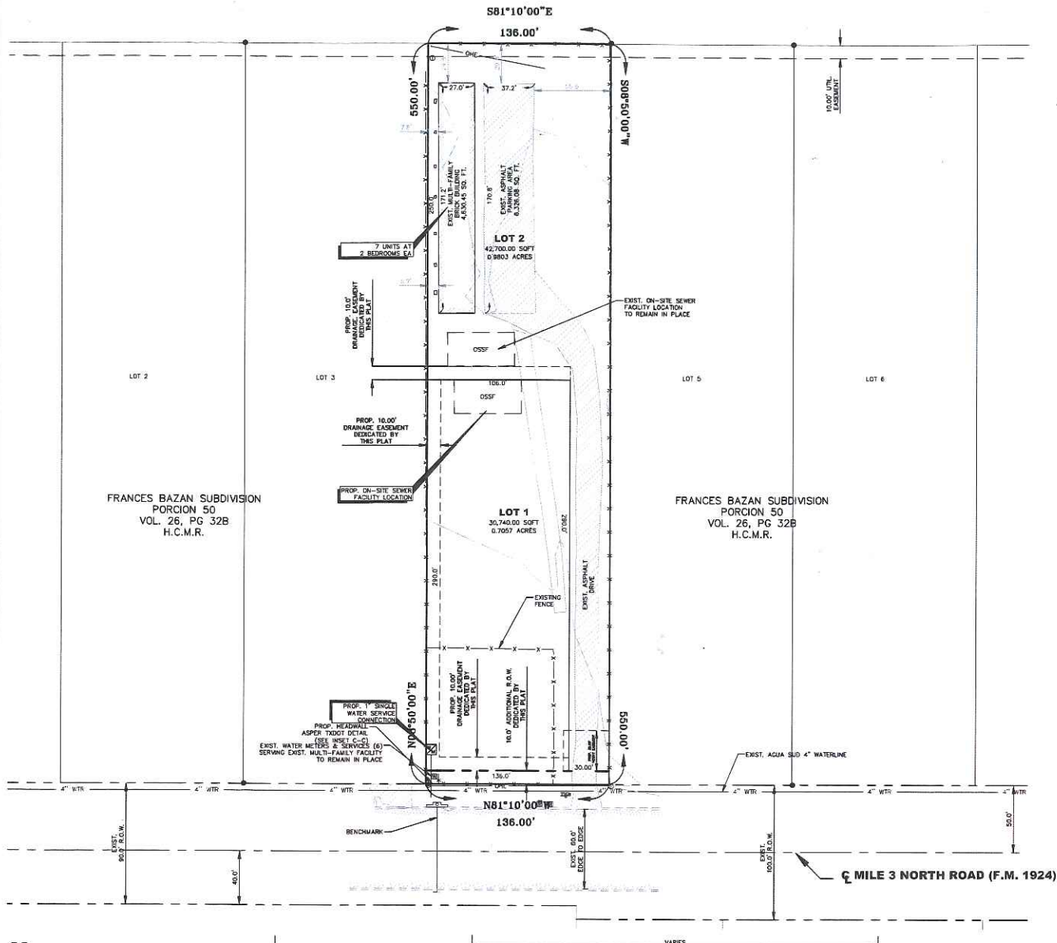
SHEET INDEX OF MARTHA BERMEJO SUBDIVISION

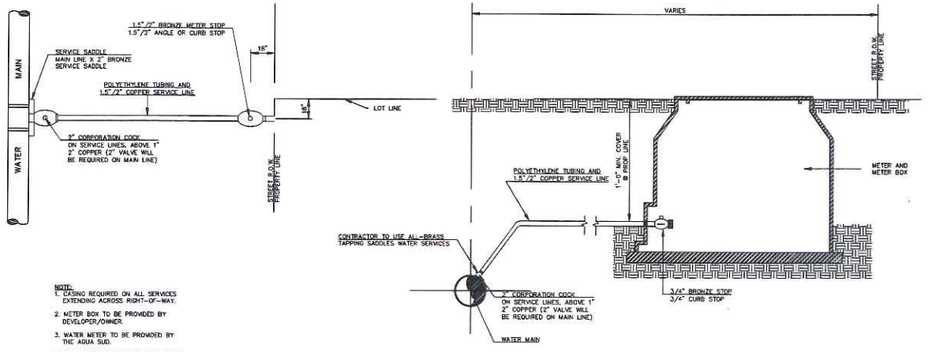
1	LOCATION MAP; ETJ AND DESCRIPTION OF LOCATION WITH RESPECT TO MUNICIPALITY; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS;HIDALGO COUNTY COMMISSIONER'S COURT APPROVAL; HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION APPROVAL; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; NOTARY PUBLIC SIGNATURE; CITY OF MISSION PLANNING AND ZONING COMMISSION APPROVAL; CITY OF MISSION MAYOR APPROVAL; HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 APPROVAL; HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 APPROVAL; COUNTY CLERK'S RECORDING CERTIFICATE;AGUA SUD APPROVAL
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BOOK FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT.
3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

DATE OF PREPARATION: FEBRUARY 2017

SAMES
SAM Engineering & Surveying
200 S. 10TH ST. SUITE 1607 TEL. (956) 702-8880
McALLEN, TEXAS 78501 FAX: (956) 702-8883
REGISTRATION # F-10602

MARTHA BERMEJO SUBDIVISION
WATER AND SEWAGE
UTILITY LAYOUT





NOTE:
1. CASING REQUIRED ON ALL SERVICES EXTENDING ACROSS RIGHT-OF-WAY.
2. METER BOX TO BE PROVIDED BY DEVELOPER/OWNER.
3. WATER METER TO BE PROVIDED BY THE AQUA SUD.
4. THE CITY OF MISSION WILL DETERMINE THE SIZE OF WATER METER.
5. ALL WATER SERVICES SHALL BE INSTALLED INSIDE UTILITY EASEMENTS.

SINGLE WATER SERVICE CONNECTION
N.T.S.



CONSTRUCTION COST ESTIMATE		
PAVING	=	$00.00
DRAINAGE	=	$2,000.00
WATER	=	$1,500.00
O.S.S.F.	=	$1,500.00
TOTAL	=	$5,000.00

LEGEND

- FND. IRON ROD
- EXIST. LIGHT POLE
- EXIST. POWER POLE
- EXIST. WATER METER
- EXIST. SANITARY SEWER MANHOLE
- EXIST. WATER VALVE
- EXIST. FIRE HYDRANT
- EXIST. FLUSH VALVE
- EXIST. PEDESTAL
- EXIST. CLEAN OUT
- EXIST. IRR. VALVE
- EXIST. CABLE SIGN
- EXIST. TRANSFORMER BOX
- EXIST. ELECTRIC BOX
- PALM TREE
- BRICK MAIL BOX
- OSSF — SEPTIC TANK
- EXIST. CHAIN LINK FENCE
- EXIST. WOOD FENCE
- UGC — EXIST. UNDER GROUND CABLE
- OHC — EXIST. OVER HEAD ELECTRIC

FINAL ENGINEERING REPORT:

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
MARTHA BERMEJO SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY AGUA SPECIAL UTILITY DISTRICT (AGUA SUD). THE SUBDIVIDER AND AGUA SUD HAVE ENTERED INTO A CONTRACT IN WHICH AGUA SUD HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND AGUA SUD HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

AGUA SUD HAS AN EXISTING 4" DIAMETER WATER LINE RUNNING ALONG THE NORTH SIDE OF MILE 3 NORTH ROAD, 5 FEET SOUTH OF ITS NORTH RIGHT-OF-WAY LINE. THE WATER SYSTEM FOR MARTHA BERMEJO SUBDIVISION CONSISTS OF A EXISTING WATER METER WITH A 3/4" DIAMETER WATER SERVICE LINE THAT TAPS INTO THE EXISTING 4" LINE.

THE WATER DISTRIBUTION SYSTEM FOR MARTHA BERMEJO SUBDIVISION SHALL CONSIST OF ONE (1) ADDITIONAL – 1" DIAMETER SINGLE SERVICE LINE. THE SERVICES TERMINATE AT THE WATER METER BOX FOR EACH LOT. THE SUBDIVIDER WILL INSTALL NO FIRE HYDRANTS. IN ADDITION, THE SUBDIVIDER HAS PAID AGUA SUD THE SUM OF $1,500 AS STATED IN THE 30-YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METERS, WATER RIGHTS, ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO AGUA SUD AFTER THE INSTALLATION OF THE WATER DISTRIBUTION SYSTEM AND UPON REQUEST BY THE LOT OWNER, AGUA SUD WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT.

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES
SEWAGE FROM MARTHA BERMEJO SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A DRAIN FIELD. THERE IS AN EXISTING "OSSF" ON LOT 2 TO REMAIN IN PLACE.

SOIL EVALUATION REPORT:
EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A UNIFORM FINE SANDY LOAM SOIL ACROSS THE LOTS OF THE PROPERTY. THE SOIL IS A UNIFORM FINE SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL EXCEPT FOR THE EXISTING "OSSF" ON LOT 2

SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $1,500.00 WHICH EQUALS TO $1,500 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $1,500.00 FOR THE ENTIRE SUBDIVISION

ENGINEER'S SIGNATURE _____ DATE _____

STATE OF TEXAS
SAMUEL D. MALDONADO
91889
LICENSED
PROFESSIONAL ENGINEER

FINAL ENGINEERING REPORT:

SUMINISTRO DE AGUA: DESCRIPCIÓN, COSTO, Y FECHA DE OPERABILIDAD:
LA SUBDIVISION MARTHA BERMEJO SE SUMINISTRARA CON AGUA POTABLE POR AGUA SPECIAL UTILITY DISTRICT (AGUA SUD). EL DUEÑO Y AGUA SUD HAN FIRMADO UN CONTRATO EN EL CUAL AGUA SUD HA PROMETIDO PROVEER SUFICIENTE AGUA PARA LA SUBDIVISION POR UN MINIMO DE 30 AÑOS Y HA PROPORCIONADO DOCUMENTACION PARA ESTABLIR LA CANTIDAD Y CALIDAD DE LOS SUMINISTROS DE AGUA DISPONIBLES, LA CUAL SERA SUFICIENTE Y SUBSTANCIAL PARA EL DESARROLLO COMPLETO DE ESTA SUBDIVISION.

AGUA SUD POSEE UNA LINEA DE AGUA DE 4" QUE SE ENCUENTRA AL NORTE DE MILE 3 NORTH ROAD, 5' AL SUR DE LA LINEA NORTE DEL DERECHO-DE-VIA. EL SISTEMA DE AGUA DE LA SUBDIVISION CONSISTE DE UN MEDIDOR DE AGUA EXISTENTE CONECTADO A UNA LINEA DE SERVICIO CON UN DIAMETRO DE 3/4" QUE ES SUMINISTRADA POR DICHA LINEA DE 4".

EL NUEVO SISTEMA DE DISTRIBUCION DE AGUA PARA LA SUBDIVISION MARTHA BERMEJO SERA COMPUESTA DE UNA LINEA DE SERVICIO ADICIONAL DE 1". LOS SERVICIOS TERMINAN EN LA LINEA DE CADA LOTE. EL DUEÑO NO INSTALARA NINGUN HIDRANTE. ADICIONALMENTE, EL DUEÑO LE A PAGADO A AGUA SUD LA SUMA DE $1,500 COMO FUE REDACTADO EN LA CARTA DE 30-AÑOS.

DRENAJE: DESCRIPCIÓN, COSTO, Y FECHA DE OPERABILIDAD
EL DRENAJE DE LA SUBDIVISION MARTHA BERMEJO SERA TRATADO POR "ON-SITE SEWAGE FACILITIES" ("OSSF") QUE CONSISTE DE UN TANQUE SEPTICO CON UN COMPARTIMENTO DE DISEÑO DUAL Y UN CAMPO DE DRENAJE. EL INGENIERO PROFESIONAL HA EVALUADO LA IDONIDAD DEL TERRENO PARA DICHO 'OSSF' Y LO HA ENCONTRADO APTO. EL REPORTE FUE RECIBIDO Y APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO. CADA LOTE ES INDIVIDUALMENTE APTO PARA SU CAMPO DE DRENAJE. YA EXISTE UN 'OSSF' EN LOTE 2 QUE HA DE PERMANECER EN SU LUGAR.

INFORME DE EVALUACIÓN DEL SUELO:
CADA LOTE TIENE POR LO MENOS MEDIO ACRE DE AREA. EL INFORME DE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICA UN SUELO UNIFORME DEL TIPO 'FINE SANDY LOAM' EN ESTA PROPIEDAD. EL TERRENO ES UNIFORMEMENTE 'FINE SANDY LOAM' Y SE EXTIENDE A 36" BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24" BAJO LA EXCAVACION MAS PROFUNDA. EL AGUA EN ESTE AREA DRENA BIEN.

EL COSTO ESTIMADO PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR LOTE ES DE $1,500, E INCLUYE EL COSTO DEL PERMISO Y LA LICENCIA. NINGUNA FOSA SEPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACION FINAL, MAS YA HAY UNA FOSA INSTALADA EN LA PROPIEDAD EN LOT 2.

EL DUEÑO DE LA SUBDIVISION SERA RESPONSABLE DE PEDIR UN PERMISO DEL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO PREVIO A LA INSTALACION DE UNA FOSA SEPTICA ADICIONAL. DICHO SISTEMA DE DRENAJE SERA INSTALDO ANTES DE QUE EL CONDADO APRUEBE LUZ Y AGUA.

ENGINEER CERTIFICATION:
BAJO MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS NORMAS DEL PROCESO DE SUBDIVISION, ADOPTADAS EN LA SECCION 16.343 DEL 'TEXAS WATER CODE' (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO Y COSTARA UN TOTAL DE $1,500, O BIEN, $1,500 POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,500.00 POR LOTE, O UN COSTO TOTAL DE $1,500 POR TODA LA SUBDIVISION.

ENGINEER'S SIGNATURE _____ DATE _____

STATE OF TEXAS
SAMUEL D. MALDONADO
91889
LICENSED
PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I (WE) MARTHA BERMEJO OF MARTHA BERMEJO SUBDIVISION, HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: MARTHA BERMEJO

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARTHA BERMEJO KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSE AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

_____ DAY OF _____ 20_____

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

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DATE OF PREPARATION: FEBRUARY 2017

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

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OWNER:	MARTHA BERMEJO	1412 E. KEETEN AVE., UNIT 18	McALLEN, TEXAS 78501	(956) 250-2277	
ENGINEER:	SAMUEL D. MALDONADO, P.E.	200 S. 10TH ST. SUITE 1607	McALLEN, TEXAS 78501	(956) 702-8880	(956) 702-8883
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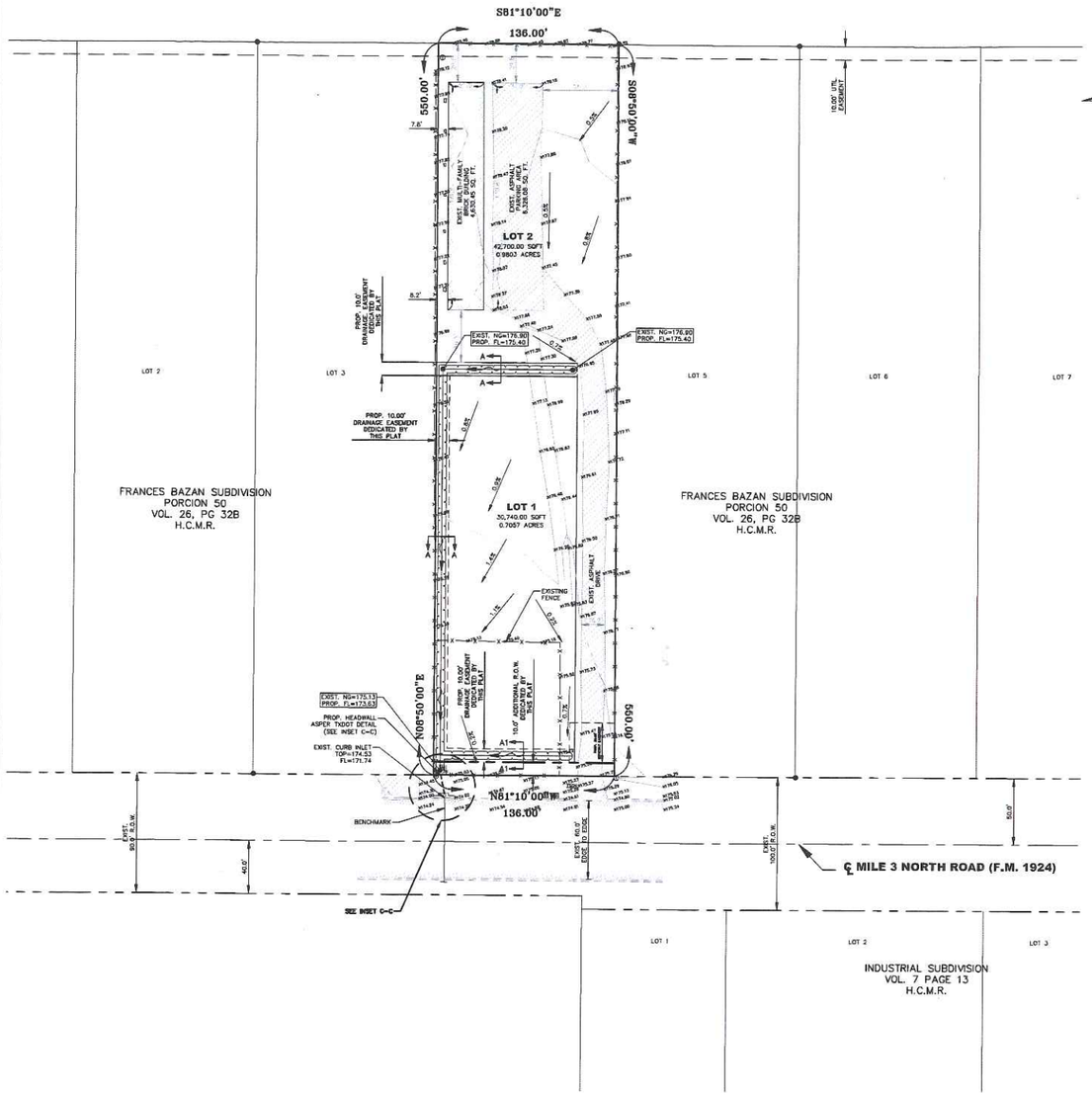
McALLEN, TEXAS 78501 FAX: (956) 702-8883
REGISTRATION # F-10602

MARTHA BERMEJO SUBDIVISION
DRAINAGE AND TOPOGRAPHY MAP LAYOUT



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SCALE: 1"=50'

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LEGEND

- FND. IRON ROD
- EXIST. LIGHT POLE
- EXIST. POWER POLE
- EXIST. WATER METER
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- EXIST. WATER VALVE
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- BRICK MAIL BOX
- OSSF — SEPTIC TANK
- EXIST. CHAIN LINK FENCE
- EXIST. WOOD FENCE
- EXIST. UNDER GROUND CABLE
- EXIST. OVER HEAD ELECTRIC

DRAINAGE REPORT
MARTHA BERMEJO SUBDIVISION
HIDALGO COUNTY, TEXAS

EXISTING STORM RUNOFF WITHIN THIS PROPERTY CURRENTLY FLOWS OVERLAND IN A SOUTHERLY, SOUTHWESTERLY DIRECTION AND RUNS ITS NATURAL COURSE TOWARDS MILE 3 NORTH ROAD (F.M. 1924), WHERE IT DISCHARGES INTO AN EXISTING TXDOT SYSTEM.

AS REQUIRED BY THE CITY OF MISSION, THE POST-DEVELOPMENT STORM RUNOFF VOLUME WILL REMAIN UNCHANGED, WITH THE ADDITIONAL RUNOFF RESULTING FROM INCREASED IMPERVIOUS AREAS TO BE DETAINED WITHIN THE PROPERTY. ACCORDING TO CALCULATIONS UTILIZING THE RAINFALL-RUNOFF MODEL - THE RATIONAL METHOD; THE PRE-DEVELOPMENT PEAK RUNOFF FROM A 10-YEAR STORM IS APPROXIMATED TO BE 1.30 CFS FOR LOT 1 AND 1.13 CFS FOR LOT 2; THE ANTICIPATED PEAK RUNOFF AFTER DEVELOPMENT IS CALCULATED TO BE 4.46 CFS FOR LOT 1 AND 4.23 CFS FOR LOT 2 BASED ON A 10-YEAR STORM EVENT.

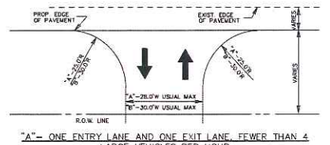
IN ACCORDANCE WITH HIDALGO COUNTY AND CITY OF MISSION DRAINAGE REQUIREMENTS OF NOT INCREASING THE AMOUNT OF EXISTING STORM RUNOFF, CALCULATIONS INDICATE THAT THE RUNOFF DETENTION REQUIREMENTS WILL BE 3,177 CUBIC FEET (0.073 AC-FT) FOR LOT 1 AND 3,332 CUBIC FEET (0.076 AC-FT) FOR LOT 2. ALL REQUIRED DETENTION VOLUME WILL BE DETAINED ON SITE, SOUTHWEST OF EACH LOT.

STORM RUNOFF TOTALING 6,509 CUBIC FEET (0.149 AC-FT) WILL ACCUMULATE WITHIN A DETENTION SWALE WHERE IT WILL BE CONVEYED TO AN EXISTING TXDOT DRAINAGE SYSTEM ON MILE 3 NORTH ROAD THROUGH AN 8 IN DIAMETER PVC BLEEDER LINE. CONNECTION INTO AN EXISTING INLET. THE BLEEDER LINE HAS BEEN SIZED TO CONFORM WITH TXDOT REQUIREMENTS. PERTINENT TABLES AND CALCULATIONS ARE ATTACHED. THE DRAINAGE PLAN FOR THIS DEVELOPMENT SHALL BE APPROVED BY THE CITY OF MISSION AT TIME OF ISSUANCE OF BUILDING PERMIT.

PREPARED BY: SAMUEL D. MALDONADO, P.E. DATE

STATE OF TEXAS
SAMUEL D. MALDONADO
91889
LICENSED
PROFESSIONAL ENGINEER

DESIGNS FOR TWO-WAY COMMERCIAL DRIVEWAYS

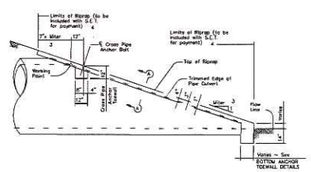


"A"- ONE ENTRY LANE AND ONE EXIT LANE, FEWER THAN 4 LARGE VEHICLES PER HOUR

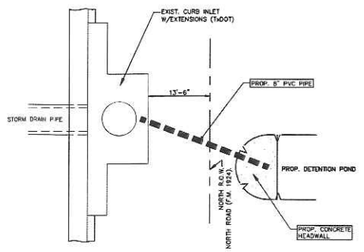
"B"- ONE ENTRY LANE AND ONE EXIT LANE, 4 OR MORE SINGLE UNIT VEHICLES PER HOUR

○- DRIVEWAY DESIGNS FOR LARGER VEHICLES WILL BE CONSIDERED ON A CASE BY CASE BASIS

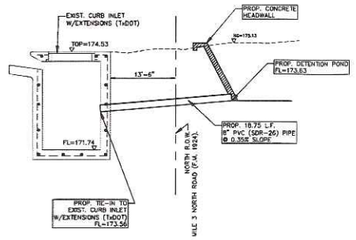
DRIVEWAY DETAIL
N.T.S.



PROPOSED HEADWALL DETAIL N.T.S. (INSET C-C)

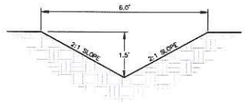


PLAN

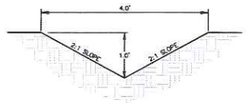


SECTION

PROPOSED DETENTION OUTFALL DETAIL N.T.S (INSET B-B)



PROPOSED DETENTION POND TYPICAL SECTION A-A N.T.S.



PROPOSED DETENTION POND TYPICAL SECTION A1-A1 N.T.S.

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MARTHA BERMEJO	1412 E. KEETEN AVE., UNIT 1B	McALLEN, TEXAS 78501	(956) 250-2277	
ENGINEER:	SAMUEL D. MALDONADO, P.E.	200 S. 10TH ST. SUITE 1607	McALLEN, TEXAS 78501	(956) 702-8880	(956) 702-8883
SURVEYOR:	SAMUEL D. MALDONADO, RPLS.	200 S. 10TH ST. SUITE 1607	McALLEN, TEXAS 78501	(956) 702-8880	(956) 702-8883

SAMES
SAM Engineering & Surveying
200 S. 10TH ST. SUITE 1607 TEL. (956) 702-8880
McALLEN, TEXAS 78501 FAX: (956) 702-8883
REGISTRATION # F-10602

DATE OF PREPARATION: FEBRUARY 2017

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 6-27-2017

PROPOSED **ALBERTA VILLAGE** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **JULIO & MELISSA CARRANZA**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **36** ☒ *SINGLE FAMILY ☐ *MULTI-FAMILY ☐ COMMERCIAL ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **NORTH OF ALBERTA ROAD APPROXIMATELY ¼ MILE WEST OF RAUL LONGORIA ROAD.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **EDINBURG** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **6-09-2017** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE CONSISTS OF STORM SEWER SYSTEM AND DETENTION WILL BE PROVIDED BY WIDENING THE EXISTING DRAIN DITCH LOCATED APPROXIMATELY 400 FEET EAST OF THE PROPOSED SUBDIVISION DEVELOPMENT.**

ROAD R.O.W. DEDICATION: **20.00 FEET ONTO ALBERTA ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **6-08-2017** BY, **JOSE A. OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **N/A** BY, ENVIRONMENTAL HEALTH DIVISION MANAGER
SEWER SYSTEM: ☒ SANITARY SEWER BY: **CITY OF EDINBURG** LINE SIZE: **8"** LOCATION: **ALBERTA ROAD.**

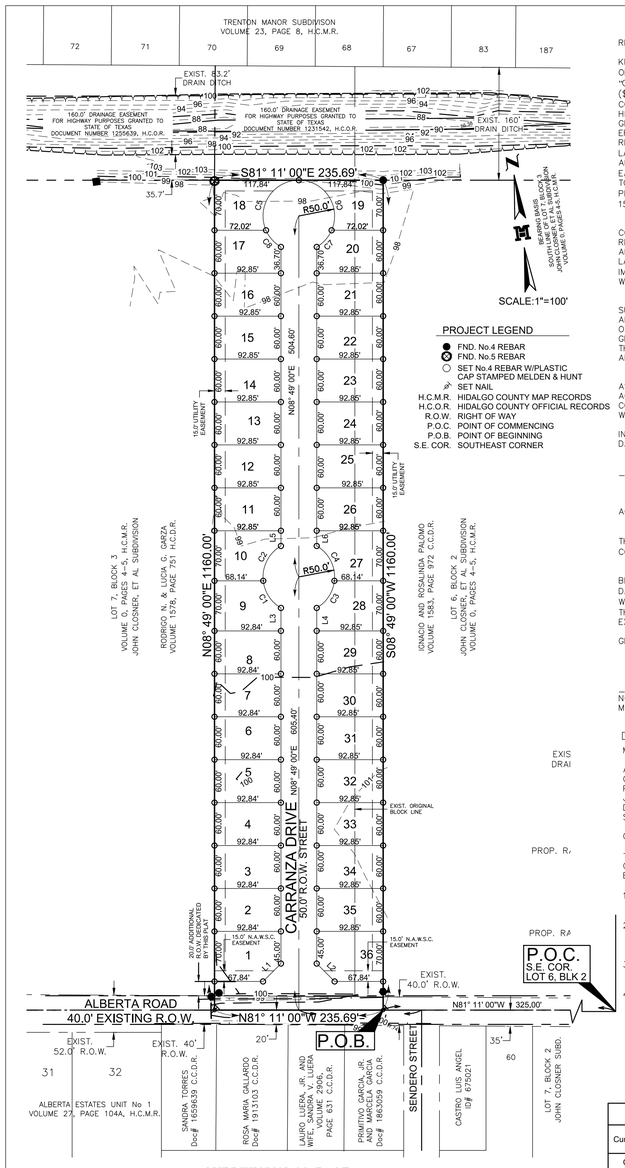
WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **ALBERTA ROAD.**

H.C.E.O.C.PRELIMINARYAPPROVAL DATE: **6-08-2017** : BY **MARTIN RAMIREZ** ENVIRONMENTAL COMPLIANCE COORDINATOR
☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

VARIANCE REQUEST: **VARIANCE REQUEST FROM THE HIDALGO COUNTY SUBDIVISION RULES, TITLE B, CHAPTER 3, "PRELIMINARY PLAT SUBMISSION REQUIREMENTS" SECTION 3.5 ITEM 13A. (BUILDING SETBACKS)**

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **EDINBURG**.
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*
* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



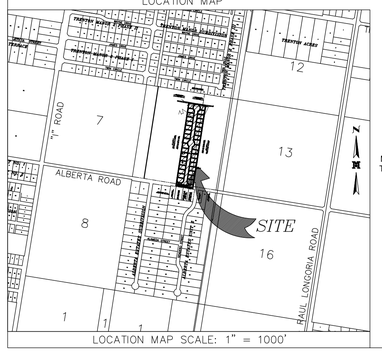
SUBDIVISION MAP OF ALBERTA VILLAGE

A TRACT OF LAND BEING 6.276 ACRES OUT OF LOT 6, BLOCK 2 AND LOT 7, BLOCK 3 JOHN CLOSNER, ET AL SUBDIVISION VOL. 0, PGS. 4-5, H.C.M.R. HIDALGO COUNTY, TEXAS

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	46.95'	50.00'	053° 48' 00"	S24° 17' 00"E	45.24'	25.37'
C2	57.77'	50.00'	066° 12' 00"	S35° 43' 00"W	54.61'	32.59'
C3	46.95'	50.00'	053° 48' 00"	N41° 55' 00"E	45.24'	25.37'
C4	57.77'	50.00'	066° 12' 00"	N18° 05' 00"W	54.61'	32.59'
C5	99.11'	50.00'	113° 34' 37"	S42° 01' 37"W	83.67'	76.37'
C6	99.11'	50.00'	113° 34' 37"	N24° 23' 37"W	83.67'	76.37'
C7	31.78'	50.00'	036° 25' 19"	N50° 36' 21"E	31.25'	16.45'
C8	31.78'	50.00'	036° 25' 19"	S32° 58' 21"E	31.25'	16.45'

Lot Line Table		
Line #	Length	Direction
L1	35.36'	S53° 49' 00"W
L2	35.36'	N36° 11' 00"W
L3	32.10'	S08° 49' 00"W
L4	32.10'	N08° 49' 00"E
L5	21.30'	S08° 49' 00"W
L6	21.30'	N08° 49' 00"E

LOCATION MAP



LOCATION MAP SCALE: 1" = 1000'

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE DAY OF _____ 20 ___.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20 ___.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

DESCRIPTION OF ALBERTA VILLAGE

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND BEING 6.276 ACRES, OUT OF LOT 6, BLOCK 2 AND LOT 7, BLOCK 3, JOHN CLOSNER ET AL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGES 4-5, HIDALGO COUNTY MAP RECORDS, WHICH SAID 6.276 ACRES WERE CONVEYED TO JULIO CESAR CARRANZA AND WIFE MELISSA YOLANDA CARRANZA BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2756544, HIDALGO COUNTY OFFICIAL RECORDS, SAID 6.276 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL SET FOR THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 2,

THENCE, N 81° 11' 00" W A DISTANCE OF 325.00 FEET TO A NAIL SET ON THE SOUTH LINE OF SAID LOT 6, BLOCK 2 FOR THE SOUTHEAST CORNER OF THIS TRACT & THE POINT OF BEGINNING.

1. THENCE, N 81° 11' 00" W ALONG THE SOUTH LINES OF SAID LOTS 6 AND 7, A DISTANCE OF 235.69 FEET TO A NAIL SET FOR THE SOUTHWEST CORNER OF THIS TRACT;
2. THENCE, N 08° 49' 00" E AT A DISTANCE 20.00 FEET PASS THE NORTH RIGHT-OF-WAY OF ALBERTA ROAD AND CONTINUING A TOTAL DISTANCE OF 1160.00 FEET TO A No. 5 REBAR FOUND FOR THE NORTHWEST CORNER OF THIS TRACT;
3. THENCE, S 81° 11' 00" E A DISTANCE 235.69 FEET TO A No. 4 REBAR FOUND FOR THE NORTHEAST CORNER OF THIS TRACT;
4. THENCE, S 08° 49' 00" W AT A DISTANCE OF 1140.00 FEET PASS THE NORTH RIGHT-OF-WAY OF ALBERTA ROAD AND CONTINUING A TOTAL DISTANCE OF 1160.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 6.276 ACRES OF LAND, MORE OR LESS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE — OFF: (956) 381-0981
EDINBURG, TX 78541 — FAX: (956) 381-1839
227 N. F.M. 3167 — OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 486-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	JULIO CESAR CARRANZA MELISSA YOLANDA CARRANZ	331 S. US BUSINESS HWY 281	EDINBURG, TX 78541	(956) 207-0987	FAX
ENGINEER:	MARIO A. REYNA	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

ALBERTA VILLAGE IS LOCATED IN THE SOUTHEAST PART OF HIDALGO COUNTY ON THE NORTH SIDE OF ALBERTA ROAD, APPROXIMATELY 0.36 OF ONE MILE EAST OF ITS INTERSECTION WITH "I" ROAD AND ALBERTA ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 83,970), ALBERTA VILLAGE LIES APPROXIMATELY 0.1 MILE FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021.
THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

INDEX TO SHEET OF ALBERTA VILLAGE

SHEET 1: HEADING; INDEX; LOCATION MAP AND ET.; PRINCIPAL CONTACTS; MAP: LOT, STREET, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / SANITARY SEWER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION);

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DITCH WIDENING, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:

FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREA SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FORM THE BASE FLOOD. COMMUNITY-PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982.

ZONE "B" COMMUNITY-PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982. THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 20.00 FEET
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. THIS DEVELOPMENT IS FOR SINGLE-FAMILY USE.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATES MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->B.M. NO. 1-ELEV. 99.00 N.G.V.D. 29 DESCRIPTIONS: ALUMINUM DISK SET IN CONCRETE SLAB AT THE SOUTHWEST CORNER OF LOT 1 OF THIS SUBDIVISION.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 27,952 CUBIC-FEET (0.642 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR THIS CALCULATIONS OF THIS SUBDIVISION.

7. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 1% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

12. CLEARANCES FOR WATER METERS: (ONLY FOR LOTS BEING AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

13. LOT 1 AND 36 SHALL NOT HAVE ACCESS ONTO ALBERTA ROAD.

14. EACH LOT SHALL HAVE IT'S OWN WATER METER.

15. A 5-FT. SIDEWALK WILL BE REQUIRED ALONG ALBERTA ROAD.

16. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS.

17. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE DEVELOPMENT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

Lot Area Table		
Lot #	SQ. FT.	Area
1	6186.62	0,142
2	5570.68	0,128
3	5570.68	0,128
4	5570.68	0,128
5	5570.69	0,128
6	5570.70	0,128
7	5570.70	0,128
8	5570.70	0,128
9	5865.89	0,135
10	5596.94	0,128
11	5570.70	0,128
12	5570.70	0,128
13	5570.70	0,128
14	5570.70	0,128
15	5570.70	0,128
16	5570.70	0,128
17	5275.62	0,121
18	5313.00	0,122
19	5313.00	0,122
20	5275.62	0,121

Lot Area Table		
Lot #	SQ. FT.	Area
21	5570.70	0,128
22	5570.70	0,128
23	5570.70	0,128
24	5570.70	0,128
25	5570.70	0,128
26	5570.70	0,128
27	5596.94	0,128
28	5865.89	0,135
29	5570.70	0,128
30	5570.70	0,128
31	5570.70	0,128
32	5570.70	0,128
33	5570.70	0,128
34	5570.70	0,128
35	5570.70	0,128
36	6186.65	0,142

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
IRRIGATION DISTRICT NO. 2

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, DATED THIS THE _____ DAY OF _____, 2017

_____
PRESIDENT

ATTEST: _____
SECRETARY

NO IMPROVEMENT OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT-OF-WAYS OR EASEMENTS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF ALBERTA VILLAGE SUBD. WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ DAY OF _____ 20___.

_____
HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

_____ _____
DATE CHAIRMAN PLANNING & ZONING COMMISSION

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF ALBERTA VILLAGE SUBD. WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG

ON _____ DAY OF _____ 20___.

_____
MAYOR OF THE CITY EDINBURG

ATTEST: _____
SECRETARY OF THE CITY OF EDINBURG

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL E. SESIN P.E., C.F.M. DATE:
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, JULIO CESAR CARRANZA & MELISSA YOLANDA CARRANZA AS OWNER OF THE 6.276 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ALBERTA VILLAGE, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SANITARY SEWER CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
JULIO CESAR CARRANZA DATE MELISSA YOLANDA CARRANZA DATE:
5609 N. CYPRESS ST.
PHARR, TX. 78577

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JULIO CESAR CARRANZA
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2017 .

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MELISSA YOLANDA CARRANZA
PROVED TO ME THROUGH HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2017 .

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
MARIO A. REYNA, P.E. # 117368
DATE PREPARED: 1-10-2017
ENGINEERING JOB No. 16199.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF ALBERTA VILLAGE, WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 1-10-17, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

_____
FRED L. KURTH, R.P.L.S. # 4750
DATE SURVEYED: 1-10-17
1- 1030, PAGE 8
SURVEY JOB No. 16199.08

STATE OF TEXAS
FRED L. KURTH
4750
PROFESSIONAL LAND SURVEYOR

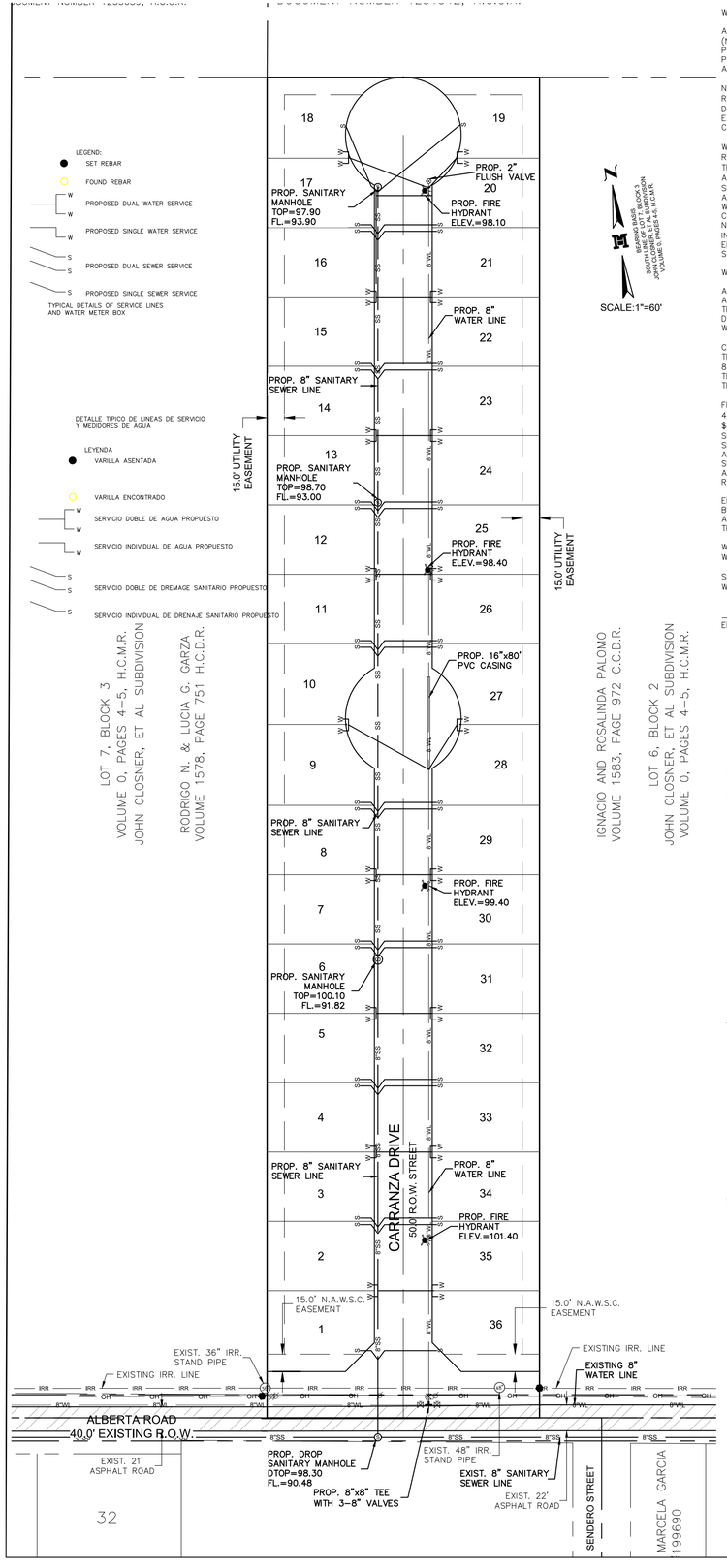
COUNTY COURT
COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY



32

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

ALBERTA VILLAGE WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG AND WITHIN THE NORTH RIGHT-OF-WAY OF ALBERTA ROAD. THE WATER SYSTEM FOR ALBERTA VILLAGE CONSISTS OF AN 8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING 8" LINE. THIS 8" LINE THEN RUNS NORTH ALONG THE EAST SIDE OF CARRANZA STREET RIGHT-OF-WAY ENDING WITH A FLUSH VALVE ON THE NORTHWEST CORNER OF LOT 20.

WATER DISTRIBUTION FOR THE ALBERTA VILLAGE CONSISTS OF EIGHTEEN –1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 58,370.00, OR $ 1,621.39 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 39,168.00, WHICH COVERS THE $ 1088.00 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 3 FIRE HYDRANTS AT A UNIT COST OF $ 2,500.00 FOR A TOTAL COST OF $ 7,500.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

ALBERTA VILLAGE WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF EDINBURG. THE SUBDIVIDER AND CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF EDINBURG HAS PROMISED TO TREAT THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND THE CITY OF EDINBURG HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

CITY OF EDINBURG HAS AN EXISTING AN 8" DIAMETER SEWER LINE RUNNING ALONG THE SOUTH SIDE OF THE RIGHT-OF-WAY OF ALBERTA ROAD. THE WASTEWATER SYSTEM FOR ALBERTA VILLAGE CONSISTS OF AN 8" DIAMETER SEWER LINE THAT TAPS INTO THE EXISTING 8" LINE. THIS 8" LINE THEN RUNS NORTH ALONG THE WEST SIDE OF CARRANZA DRIVE RIGHT-OF-WAY ENDING WITH A 48" SANITARY SEWER MANHOLE ON THE NORTHEAST CORNER OF LOT 17.

FROM THE 8" LINE, THIRTY-SIX (36) 4" DIAMETER SEWER SERVICE LINES RUN FOR EACH LOT. THE 8" LINE, 4" SERVICE LINE AND FOUR (4) 48" SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $ 49,127.50 OR $ 1,364.65 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG. THE SUM OF $ 20,927.16 WHICH COVERS THE $ 581.31 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF EDINBURG. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 97,538.00 WHICH EQUALS TO $ 2,709.39 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 70,054.66 WHICH EQUALS TO $ 1,945.96 PER LOT.

_____ _____
ENGINEER'S SIGNATURE DATE

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. WE, JULIO CESAR CARRANZA SUBDIVIDER(S) OF ALBERTA VILLAGE HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
JULIO CESAR CARRANZA

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JULIO CESAR CARRANZA ,
KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GEVEN UNDER MY HAND AND SEAL OF OFFICE

THIS THE _____DAY OF _____20_____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MELISSA YOLANDA CARRANZA , KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GEVEN UNDER MY HAND AND SEAL OF OFFICE

THIS THE _____DAY OF _____20_____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

COST ESTIMATE:
PAVING IMPROVEMENTS: $ 167,977.23
DRAINAGE IMPROVEMENTS: $ 59,686.75
WATER DISTRIBUTION: $ 58,370.00
SANITARY SEWER $ 49,127.50

ESTIMACION DE COSTOS:
PAVIMENTACION DE CALLES: $ 167,977.23
DREAJE PLUVIAL: $ 59,686.75
SERVICIO DE AGUA POTABLE: $ 58,370.00
SERVICIO DE DRENAJE SANITARIO $ 49,127.50

SHEET 2 OF 3

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN ALBERTA VILLAGE RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH EVEREST WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓVIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN ALBERTA VILLAGE CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA ALBERTA ROAD. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN ALBERTA VILLAGE CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS, ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL NORTE POR EL LADO ESTE DE LA CALLE CARRANZA DRIVE, TERMINARA CON UNA VÁLVULA DE PRESIÓN DE 2 PULGADAS DE DIÁMETRO LOCALIZADA AL NOROESTE DE LOTE 20.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN DIECIOCHO–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE. SE HAN INSTALADO EL CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO, LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 58,370.00 O $ 1,621.39 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 39,168.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $ 1,088.00. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 3 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 2,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $7,500.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN
LA SUBDIVISIÓN ALBERTA VILLAGE RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE LA CIUDAD DE EDINBURG. EL DUEÑO Y LA CIUDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. LA CIUDEAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA SUBDIVISIÓN ALBERTA VILLAGE CONSISTE DE UN CONDUCTO DE DRENAJE DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO SUR DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA ALBERTA ROAD. EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN ALBERTA VILLAGE CONSISTE DE UN CONDUCTO DE DRENAJE DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE DRENAJE SANITARIO EXISTENTE DE 8 PULGADAS. ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL NORTE POR EL LADO OESTE DE LA CALLE CARDENAS DIRVE , TERMINARA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NORESTE DE LOTE 17.

DE ESTAS LÍNEAS DE DRENAJE SANITARIO DE 8 PULGADAS, TENTASIES (36) LÍNEAS DE SERVICIO DE 4 PULGADAS SERÁN EXTENDIDAS HA CADA LOTE. LA LÍNEAS DE 8 PULGADAS, DE 4 PULGADAS Y OCHO (4) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $ 49,127.50 O $ 1,364.65 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA CIUDAD DE EDINBURG UN COSTO TOTAL DE $ 20,927.16, O $ 581.31 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

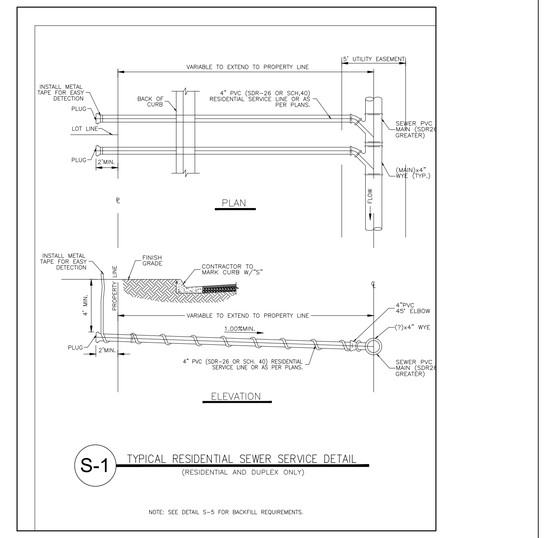
AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 97,538.00 O $ 2,709.39 POR LOTE

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $ 70,054.66 O $ 1,945.96 POR LOTE.

_____ _____
FIRMA DE INGENIERO FECHA

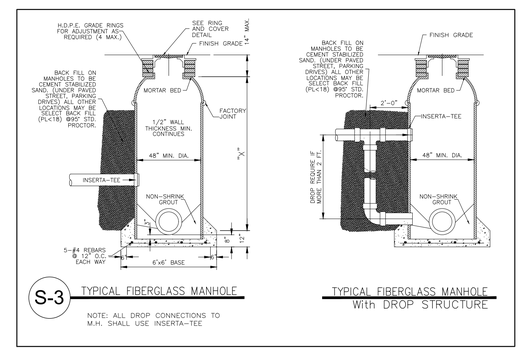
MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

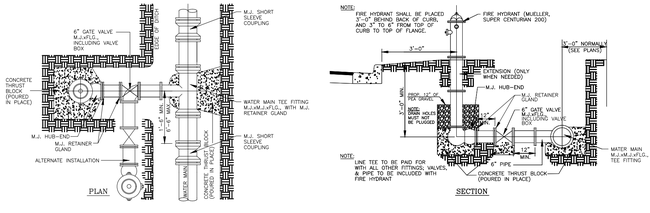
SUBDIVISION MAP OF
ALBERTA VILLAGE
A TRACT OF LAND BEING 6.276 ACRES
OUT OF LOT 6, BLOCK 2 AND
LOT 7, BLOCK 3
JOHN CLOSNER, ET AL SUBDIVISION
VOL. 0, PGS. 4–5, H.C.M.R.
HIDALGO COUNTY, TEXAS



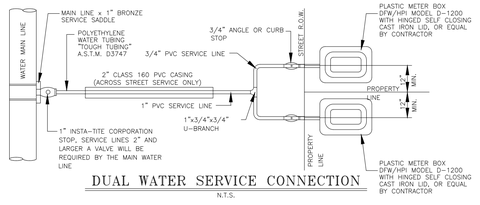
S-1 TYPICAL RESIDENTIAL SEWER SERVICE DETAIL
(RESIDENTIAL AND DUPLEX ONLY)

NOTE: SEE DETAL S-5 FOR BACKFILL REQUIREMENTS.



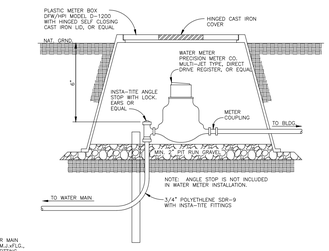


TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.

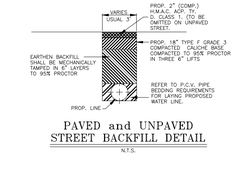


DUAL WATER SERVICE CONNECTION
N.T.S.

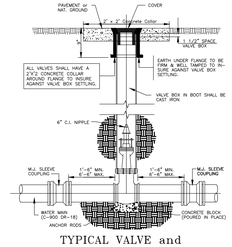
NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



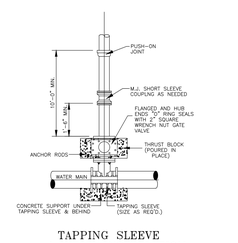
TYPICAL WATER METER INSTALLATION
N.T.S.



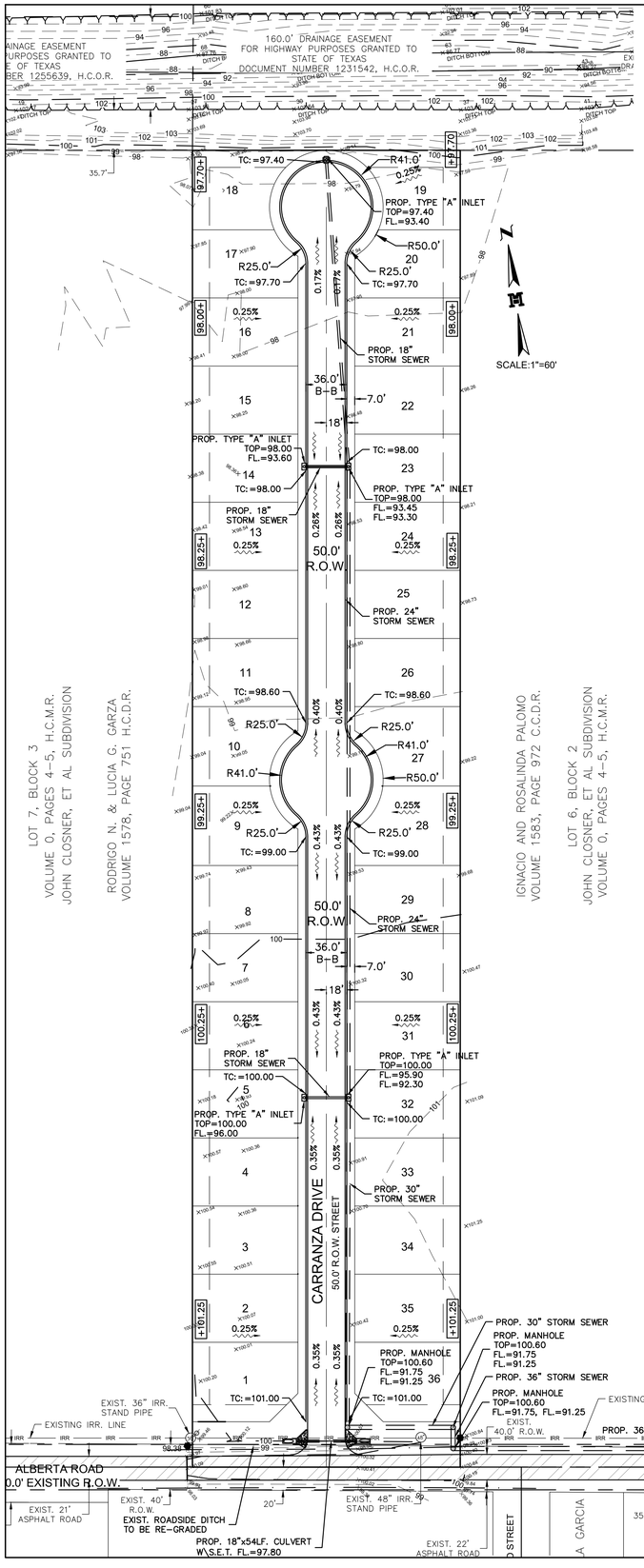
PAVED and UNPAVED
STREET BACKFILL DETAIL
N.T.S.



TYPICAL VALVE and
VALVE BOX INSTALLATION
N.T.S.



TAPPING SLEEVE
and VALVE INSTALLATION
N.T.S.

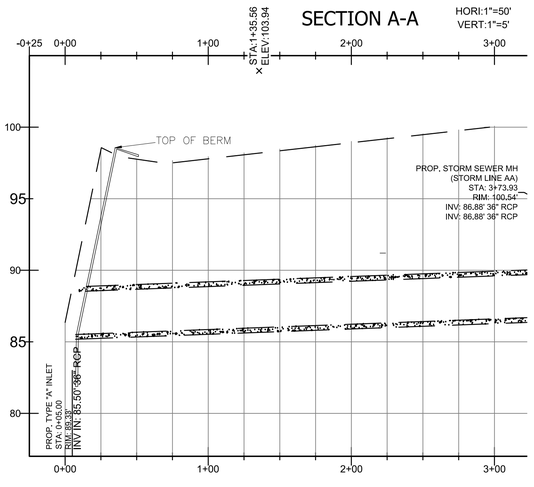


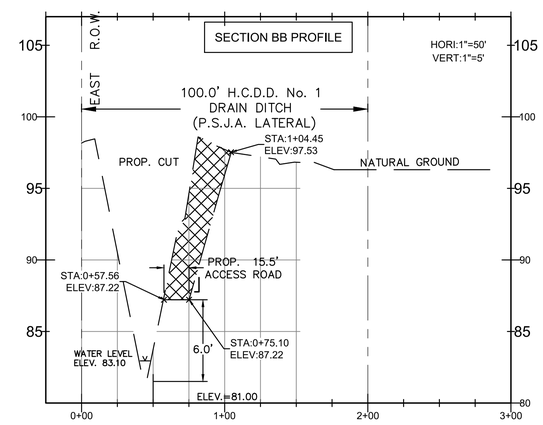
MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

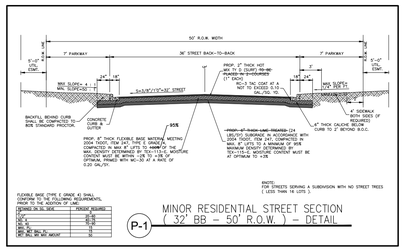
ALBERTA VILLAGE

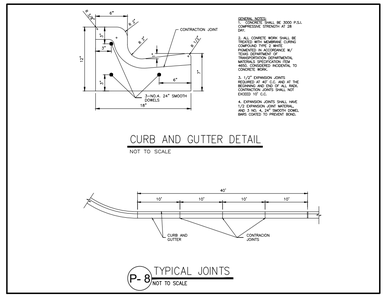
A TRACT OF LAND BEING 6.276 ACRES
OUT OF LOT 6, BLOCK 2 AND
LOT 7, BLOCK 3
JOHN CLOSNER, ET AL SUBDIVISION
VOL. 0, PGS. 4-5, H.C.M.R.
HIDALGO COUNTY, TEXAS

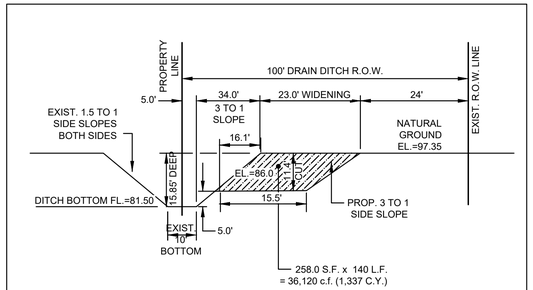




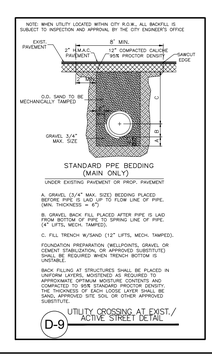
DETENTION REQUIRED= 27,952 C.F.
DETENTION PROVIDED= 28,435 C.F.

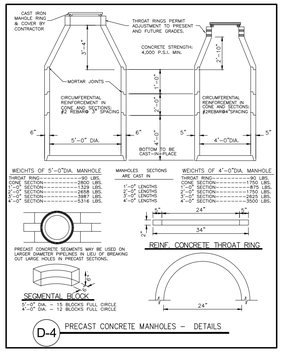


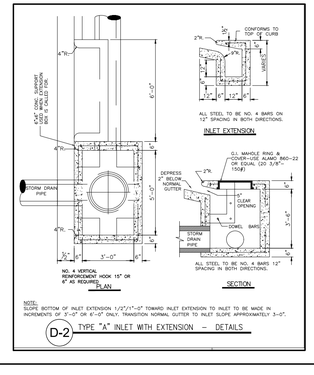


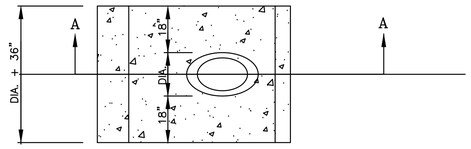


PROPOSED DITCH WIDENING FOR ALBERTA VILLAGE

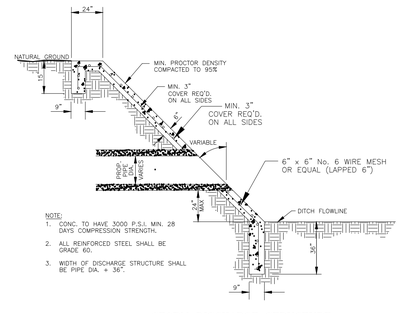








PLAN VIEW



STORM DISCHARGE STRUCTURE
N.T.S.

H.C.D.D.#1 STORM DISCHARGE STRUCTURE

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 6-27-2017

PROPOSED **RANCHO EL POTRERO** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **SOUTH TEXAS INFRASTRUCTURE GROUP** DEVELOPER: **MANUEL CHAPA (PENA-CHAPA DEV.)**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **74** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **EAST OF WESTERN ROAD APPROXIMATELY 300 FEET NORTH OF MILE 3 NORTH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **MISSION** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **6-20-2017** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE CONSISTS OF STORM SEWER SYSTEM DISCHARGING TO AN EXISTING DRAINAGE BASIN OWNED BY THE HCDD#1.**

ROAD R.O.W. DEDICATION: **20.00 FEET ADDITIONAL R.O.W. ONTO WESTERN ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **6-09-2017** BY, **VICTOR GALLARDO, PCT. 3** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **6-09-2017** BY, ENVIRONMENTAL HEALTH DIVISION MANAGER
SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **A. IZAGUIRRE**

WATER SERVICE PROVIDER: **AGUA SUD** LINE SIZE: **8"** LOCATION: **WESTERN ROAD.**

H.C.E.O.C.PRELIMINARYAPPROVAL DATE: **6-09-2017** : BY **MARTIN RAMIREZ** ENVIRONMENTAL COMPLIANCE COORDINATOR
☒**LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **MISSION**.
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

RANCHO EL POTRERO SUBDIVISION

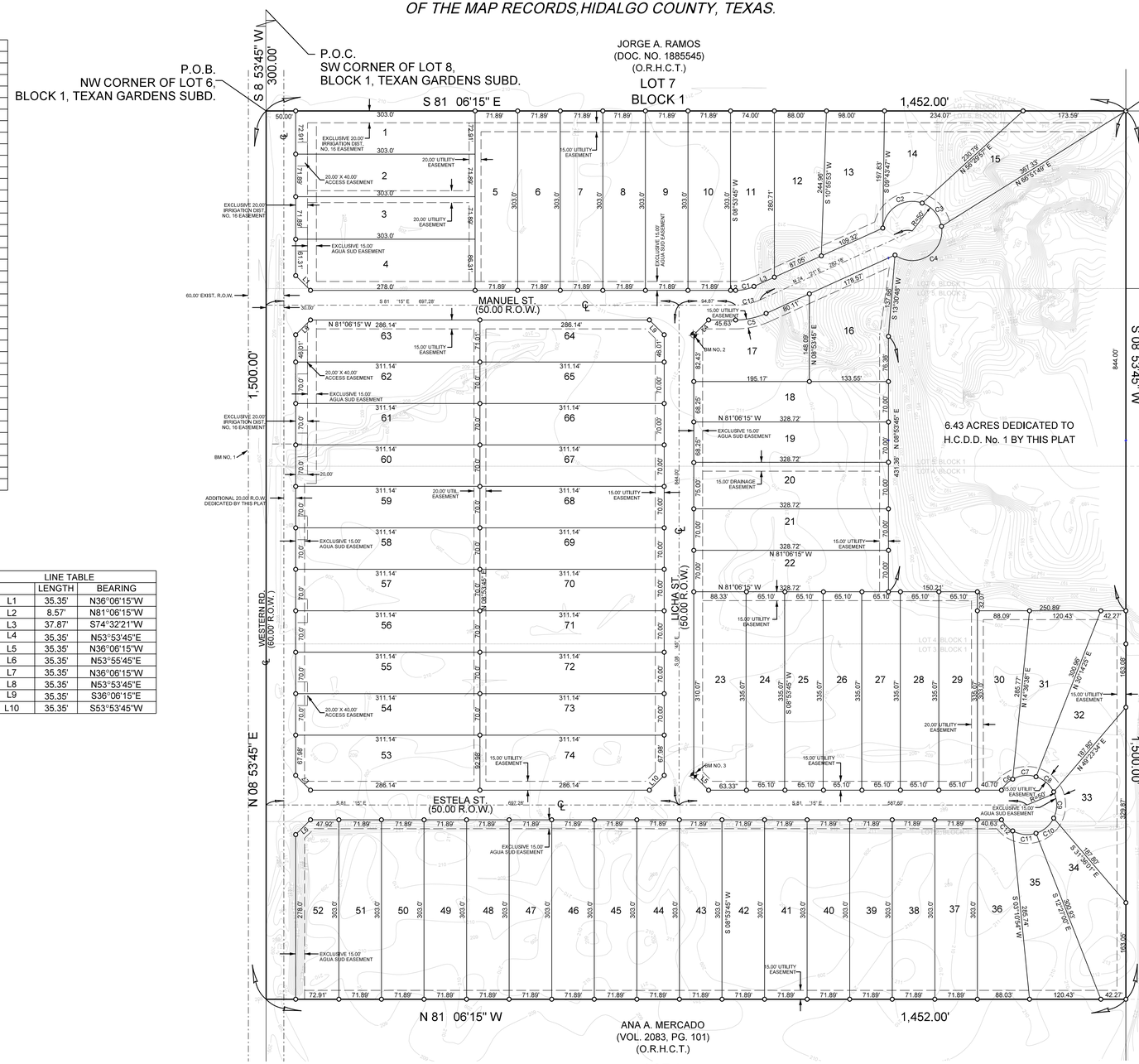
BEING A 50.00 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING ALL OUT OF LOT 2, LOT 3, LOT 4, LOT 5, AND LOT 6, OUT OF BLOCK 1, TEXAS GARDENS SUBDIVISION, AS RECORDED IN VOLUME 8, PAGE 58 OF THE MAP RECORDS,HIDALGO COUNTY, TEXAS.

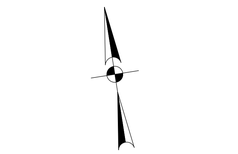
LOT AREA TABLE		
LOT	SQUARE FT.	ACRES
1	22092	0.50
2	21783	0.50
3	21783	0.50
4	25839	0.50
5	21783	0.50
6	21783	0.50
7	21783	0.50
8	21783	0.50
9	21783	0.50
10	21783	0.50
11	21855	0.50
12	21902	0.50
13	21781	0.50
14	24091	0.55
15	22549	0.52
16	24549	0.60
17	22176	0.53
18	22435	0.53
19	22435	0.53
20	25804	0.53
21	23010	0.53
22	23010	0.53
23	29284	0.68
24	21813	0.50
25	21813	0.50
26	21813	0.50
27	21813	0.50
28	21813	0.50
29	21813	0.50
30	21906	0.50
31	22307	0.51
32	21888	0.50
33	22659	0.52
34	21886	0.50
35	22305	0.51
36	21889	0.50
37	21783	0.50

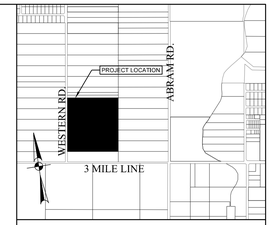
LOT AREA TABLE		
LOT	SQUARE FT.	ACRES
38	21783	0.50
39	21783	0.50
40	21783	0.50
41	21783	0.50
42	21783	0.50
43	21783	0.50
44	21783	0.50
45	21783	0.50
46	21783	0.50
47	21783	0.50
48	21783	0.50
49	21783	0.50
50	21783	0.50
51	21781	0.50
52	21781	0.50
53	28617	0.66
54	21780	0.50
55	21780	0.50
56	21780	0.50
57	21780	0.50
58	21780	0.50
59	21780	0.50
60	21780	0.50
61	21780	0.50
62	21780	0.50
63	21780	0.50
64	21780	0.50
65	21780	0.50
66	21780	0.50
67	21780	0.50
68	21780	0.50
69	21780	0.50
70	21780	0.50
71	21780	0.50
72	21780	0.50
73	21780	0.50
74	28617	0.66

CURVE TABLE					
CURVE	LENGHT	RADIUS	DELTA	CHORD	CHORD BEARING
C1	31.88'	75.00'	24°21'15"	31.64'	S86°43'03"W
C2	90.70'	50.00'	103°55'52"	78.76'	S66°30'17"W
C3	53.53'	50.00'	61°20'41"	51.01'	N30°51'27"W
C4	108.51'	50.00'	124°20'58"	88.44'	N61°59'23"E
C5	53.14'	125.00'	24°21'24"	52.74'	N86°43'03"E
C6	26.58'	50.00'	29°09'06"	26.58'	S54°19'44"W
C7	40.66'	50.00'	46°35'44"	39.55'	N86°57'27"W
C8	40.40'	50.00'	46°17'46"	39.31'	N40°30'40"W
C9	45.83'	50.00'	52°30'46"	44.24'	N08°53'45"E
C10	40.40'	50.00'	46°17'46"	39.31'	N58°18'10"E
C11	40.66'	50.00'	46°35'44"	39.55'	S75°15'03"E
C12	26.92'	50.00'	30°50'44"	26.61'	S36°31'11"E
C13	42.51'	100.00'	24°21'24"	42.19'	N77°49'18"E

LINE TABLE		
	LENGTH	BEARING
L1	35.35'	N36°06'15"W
L2	8.57'	N81°06'15"W
L3	37.87'	S74°32'21"W
L4	35.35'	N53°53'45"E
L5	35.35'	N36°06'15"W
L6	35.35'	N53°55'45"E
L7	35.35'	N36°06'15"W
L8	35.35'	N53°53'45"E
L9	35.35'	S36°06'15"E
L10	35.35'	S53°53'45"W







LOCATION MAP
SCALE: 1:2000

LOCATION DESCRIPTION

RANCHO EL POTRERO SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 3 IN THE WEST SIDE OF HIDALGO COUNTY, APPROXIMATE 398 FT NORTH OF THE INTERSECTION OF MILE 3 (FM 1924) AND WESTERN RD, THE ONLY NEARBY MUNICIPALITY IS THE CITY MISSION. ACCORDING TO THE OFFICIAL MAP IN THE CITY OFFICE OF PLANNING AND ZONING (POPULATION 83,394, 2015 CENSUS,), RANCHO EL POTRERO SUBDIVISION LIES APPROXIMATELY 2½ MILE FROM THE CITY LIMITS OF MISSION AND IS WITHIN THE CITY'S 0 TO 3½ MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021 AND 212.001.

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, JULIO C. CERDA, A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, LICENSE NUMBER 90524, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

_____
JULIO C. CERDA, P.E.
LICENSED PROFESSIONAL ENGINEER, TEXAS LIC. NO. 90524

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, KURT SCHUMACHER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND ON _____ UNDER MY DIRECTION.

_____
KURT SCHUMACHER, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR # 6333
FIRM #_____
900 S. STEWART, SUITE 13
MISSION, TEXAS 78572

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

INDEX OF SHEETS

1- LOT LAYOUT
2- NOTES PAGE
3- UTILITY LAYOUT AND ENGINEERING REPORT
4- PAVING LAYOUT AND DRAINAGE DESIGN

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRELIMINARY REVIEW

SUBDIVISION PLAT

SHEET 1 OF 4

PRINCIPAL CONTACTS:

	NAME	ADRESS	CITY & ZIP	PHONE	FAX
OWNER:	PENA CHAPA DEVELOPMENT	P.O. BOX 1958	MISSION, TEXAS 78572	(956) 581-3918	
ENGINEER:	JULIO C. CERDA, P.E.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116
SURVEYOR:	KURT SCHUMACHER, R.P.L.S.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116

SOUTH TEXAS INFRASTRUCTURE GROUP
900 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (956) 424-3355
FAX: (956) 583-7116
TBPE REG. # 1500

SOUTH TEXAS INFRASTRUCTURE GROUP

RANCHO EL POTRERO SUBDIVISION

BEING A 50.00 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING ALL OUT OF LOT 2, LOT 3, LOT 4, LOT 5, AND LOT 6, OUT OF BLOCK 1, TEXAS GARDENS SUBDIVISION, AS RECORDED IN VOLUME 8, PAGE 58 OF THE MAP RECORDS,HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

PENA CHAPA DEVELOPMENT, AS OWNER OF THE 50.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RANCHO EL POTRERO SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE

_____ _____
PENA CHAPA DEVELOPMENT, INC. DATE
PO BOX 1958
MISSION TX 78572

THIS PLAT OF RANCHO EL POTRERO SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____DAY OF____, 20___.

_____
CHAIRMAN

CITY OF MISSION CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RANCHO EL POTRERO SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

_____ _____
MAYOR CITY OF MISION DATE

_____ _____
ATTEST: CITY SECRETARY DATE

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, JULIO C. CERDA, A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, LICENSE NUMBER 90524, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

_____
JULIO C. CERDA, P.E.
LICENSED PROFESSIONAL ENGINEER, TEXAS LIC. NO. 90524

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, KURT SCHUMACHER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND ON _____ UNDER MY DIRECTION.

_____
KURT SCHUMACHER, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR # 6333
FIRM #10193886
900 S. STEWART, SUITE 13
MISSION, TEXAS 78572

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRIT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSABILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RANCHO EL POTRERO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RANCHO EL POTRERO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____.

_____ _____
HIDALGO COUNTY JUDGE DATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 16 ON THIS THE _____ DAY OF _____, 20___.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 16 RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE WHETHER SHOWN OR NOT.

ATTIEST: _____
PRESIDENT

_____
SECRETARY

GENERAL NOTES:

1. THIS PROPERTY IS LOCATED IN FLOOD ZONE C- AREAS OF MINIMAL FLOODING. AS PER COMMUNITY PANEL NO. 480334 0400 C, REVISED NOVEMBER 16, 1982

2. MINIMUM BUILDING SETBACK LINES:
FRONT SETBACK:
25 FEET OR EASEMENT WHICHEVER IS GREATER
50 FEET FOR LOTS FRONTING WESTERN ROAD
SIDE SETBACK:
INTERNAL LOT: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
EXTERNAL LOT: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR SETBACK: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON THE LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE TOP OF CURB OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

BM-1 IS A SET 5/8" IRON PIN WITH PLASTIC CAP "ROWSS CONTROL"
ALONG THE WESTERN RD.
N= 16625411.2979
E= 1016818.5831
ELEV.= 209.23
BM-2 IS A SET 5/8" IRON PIN WITH PLASTIC CAP "ROWSS CONTROL"
ON NW CORNER OF LOT 17.
N=
E=
ELEV.=
BM-3 IS A SET 5/8" IRON PIN WITH PLASTIC CAP "ROWSS CONTROL"
ON SW CORNER OF LOT 23.
N=
E=
ELEV.=

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 A TOTAL OF 98,664 CUBIC FEET, 2.27 ACRE-FEET OF DETENTION IS REQUIRED FOR THIS SUBDIVISION.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES, BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON LOT.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

12. MANUEL CHAPA, THE OWNER & SUBDIVIDER OF RANCHO EL POTRERO SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 3 OF THIS PLAT.

13. ALL RIGHTS EASEMENTS ARE EXCLUSIVE TO HIDALGO COUNTY IRRIGATION DISTRICT No. 16, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR OUTSIDE USE WITHOUT ITS EXPRESS WRITTEN APPROVAL .

14. NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY IRRIGATION DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM HIDALGO COUNTY IRRIGATION DISTRICT No. 16.

15. NO PERMANENT STRUCTURE, UTILITY POLE, HOLE, WALL, FENCE, DRIVEWAY, OR ROAD WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY IRRIGATION DISTRICT. ANY UNAUTHORIZED STRUCTURE WITHIN THE EASEMENT BOUNDARY IS SUBJECTED TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE.

16. NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE.

17. LOT 16 AND LOT 17 WILL ONLY HAVE ACCESS THROUGH MANUEL STREET.

18. LOT 53 WILL ONLY HAVE ACCESS THROUGH ESTELA ST. NO ACCESS SHALL BE ALLOWED THRU WESTERN RD.

METES AND BOUNDS

BEING A 50.00 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING ALL OF LOT 2, LOT 3, LOT 4, LOT 5, AND LOT 6, OUT OF BLOCK 1, TEXAN GARDENS SUBDIVISION, AS RECORDED IN VOLUME 8, PAGE 58, OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS, SAID LOTS CONVEYED TO PENA CHAPA DEVELOPMENT, INC. AS DESCRIBED IN DOCUMENT NUMBER 2798095 OF THE OFFCIAL RECORDS, HIDALGO COUNTY, TEXAS, DOCUMENT NUMBER 2805462 OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND DOCUMENT NUMBER 27529040, OF THE OFFICIAL RECORDS. HIDALGO COUNTY, TEXAS, SAID 50.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A MAG NAIL FOUND IN THE CENTERLINE OF WESTERN ROAD, A CALLED 60.00 FOOT RIGHT OF WAY, AS SHOWN BY MAP OF TEXAN GARDENS SUBDIVISION, RECORDED IN VOLUME 8, PAGE 58, OF THE MAP RECORDS, OF HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF LOT 8, CONVEYED BY WARRANTY DEED TO CARKRIS, L.P, TEXAS LIMITED PARTNERSHIP, AS DESCRIBED IN DOCUMENT NUMBER 2803191, OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS;

THENCE CONTINUING WITH THE WEST LINE OF SAID LOT 8, BEING THE CENTERLINE OF SAID WESTERN ROAD, A 60.00 FOOT RIGHT OF WAY, S 08°53'45" W, A DISTANCE OF 300.00 FEET TO THE NORTHWEST CORNER OF LOT 6, BEING THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT OF LAND;

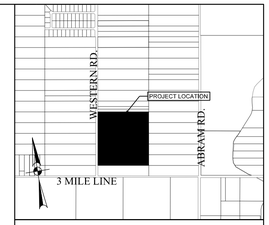
THENCE DEPARTING THE CENTERLINE LINE OF WESTERN ROAD, A 60.00 FOOT RIGHT OF WAY, WITH THE NORTH LINE OF SAID CHAPA'S TRACT OF LAND, S 81°06'15"E, A DISTANCE OF 30.00 FEET TO A 1/2"IRON PIN FOUND IN THE EXISTING EAST RIGHT OF WAY LINE OF WESTERN ROAD, AT A DISTANCE OF 50.00 FEET PASSING A 5/8" IRON PIN SET IN THE PROPOSED EAST RIGHT OF WAY LINE OF WESTERN ROAD, CONTINUING FOR A TOTAL DISTANCE OF 1,452.00 FEET TO A 1/2" IRON PIN FOUND ON THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE DEPARTING THE NORTH LINE OF SAID CHAPA'S TRACT OF LAND, WITH THE EAST LINE OF SAID LOT 6, S 08°53'45"W, A DISTANCE OF 1500.00 FEET TO THE NORTH LINE OF LOT 1, CONVEYED BY WARRANTY DEED TO ANA MERCADO, AS DESCRIBED IN VOLUME 2083, PAGE 101, OF THE DEED RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE CONTINUING WITH THE NORTH LINE OF MERCADO'S TRACT OF LAND, N 81°06'15 " W, AT A DISTANCE OF 1402.00 FEET PASSING A 5/8" IRON PIN WITH PLASTIC CAP STAMPED "R.O.W. PROP. COR." SET IN THE PROPOSED EAST LINE OF WESTERN ROAD, AT A DISTANCE OF 1422.00 FEET PASSING THE EXISITING EAST RIGHT OF WAY LINE OF WESTERN ROAD, A 60.00 FOOT RIGHT OF WAY, CONTINUING A TOTAL DISTANCE OF 1,452.00 FEET TO A MAG NAIL SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE WITH THE CENTERLINE OF SAID WESTERN ROAD, THE WEST LINE OF SAID MERCADO'S TRACT OF LAND, N 08°53'45"E A DISTANCE OF 1,500.00 FEET TO THE POINT OF BEGINNING AND BEING A 50.00 OF AN ACRE TRACT OF LAND.

BEARING BASIS, TEXAS COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983.



LOCATION MAP
SCALE: 1:2000

LOCATION DESCRIPTION

RANCHO EL POTRERO SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 3 IN THE WEST SIDE OF HIDALGO COUNTY, APPROXIMATE 308 FT NORTH OF THE INTERSECTION OF MILE 3 (FM 1924) AND WESTERN RD, THE ONLY NEARBY MUNICIPALITY IS THE CITY MISSION, ACCORDING TO THE OFFICIAL MAP IN THE CITY OFFICE OF PLANNING AND ZONING (POPULATION 83,394, 2015 CENSUS,), RANCHO EL POTRERO SUBDIVISION LIES APPROXIMATELY 2½ MILE FROM THE CITY LIMITS OF MISSION AND IS WITHIN THE CITY'S 0 TO 3½ MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021 AND 212.001.

HIDALGO COUNTY TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

INDEX OF SHEETS

1- LOT LAYOUT
2- NOTES PAGE
3- UTILITY LAYOUT AND ENGINEERING REPORT
4- PAVING LAYOUT AND DRAINAGE DESIGN

PRELIMINARY REVIEW

SUBDIVISION PLAT NOTES

SHEET 2 OF 4

PRINCIPAL CONTACTS:

	NAME	ADRESS	CITY & ZIP	PHONE	FAX
OWNER:	PENA CHAPA DEVELOPMENT	P.O. BOX 1958	MISSION, TEXAS 78572	(956) 581-3918	
ENGINEER:	JULIO C. CERDA, P.E.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116
SURVEYOR:	KURT SCHUMACHER, R.P.L.S.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116

SOUTH TEXAS INFRASTRUCTURE GROUP
900 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (956) 424-3355
FAX: (956) 583-7116
TBPE REG. # 1500

SOUTH TEXAS INFRASTRUCTURE GROUP

RANCHO EL POTRERO SUBDIVISION

BEING A 50.00 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING ALL OUT OF LOT 2, LOT 3, LOT 4, LOT 5, AND LOT 6, OUT OF BLOCK 1, TEXAS GARDENS SUBDIVISION, AS RECORDED IN VOLUME 8, PAGE 58 OF THE MAP RECORDS,HIDALGO COUNTY, TEXAS.

WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY (DESCRIPTION, COST, AND OPERABILITY DATE:

RANCHO EL POTRERO SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY AGUA SPECIAL UTILITY DISTRICT (AGUA SUD). THE SUBDIVIDER AND AGUA SUD HAVE ENTERED INTO A CONTRACT IN WHICH AGUA SUD HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND AGUA SUD HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

RANCHO EL POTRERO ONLY HAS 74 LOTS. AGUA SUD HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE EAST SIDE OF THE RIGHT-OF-WAY OF WESTERN RD, RUNNING ALONG THE NORTHWEST LINE OF THE SUBDIVISION. THE WATER SYSTEM FOR RANCHO EL POTRERO CONSISTS OF AN 8" DIAMETER LINE THAT TAPS INTO THE MENTIONED 8 " DIAMETER LINE LOCATED ON WESTERN RD, THEN EAST INTO THE SUBDIVISION ALONG THE PROPOSED MANUEL STREET, AND THEN ALONG THE PROPOSED ESTELA STREET FINALLY TAPS INTO THE PREVIOUSLY MENTIONED 8" DIAMETER LINE LOCATED ON THE EAST RIGHT-OF-WAY LINE OF WESTERN RD.

WATER DISTRIBUTION FOR RANCHO EL POTRERO CONSISTS OF THIRTY ONE (29) - 2" DIAMETER DOUBLE SERVICE LINES RUNING TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 1" DIAMETER SINGLE SERVICE LINES AND TWELVE (16) - 1" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE LOTS. THE 8"LINE, THE 2" DOUBLE SERVICE LINES, THE 1" SINGLE SERVICE LINES AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL OF $_____ OR $_____ PER LOT. IN ADDITION THE SUBDIVIDER HAS PAID AGUA SUD THE SUM OF $_____, WHICH COVERS THE $_____ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO AGUA SUD UPON REQUEST BY THE LOT OWNER, AGUA SUD WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED NINE (9) FIRE HYDRANTS AT A UNIT COST OF $_____ FOR A TOTAL COST OF $_____. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY AGUA SUD AND SAID DISTRIBUTION SYSTEM OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATE

SEWAGE FROM RANCHO EL POTRERO SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND DRAIN FIELD ON LOTS 1 TO 74. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE AREAS OF THE SUBDIVISION. A TOTAL OF 14 SOIL BORING EXCAVATION WERE PERFORMED. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 36"BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24"OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $_____, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST $_____. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ONE OSSF ON __/__/17.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:
WATER FACILITIES- THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $_____
SEWAGE FACILITIES- SEPTIC SYSTEM IS ESTIMATED TO COST $_____

_____ _____
JULIO C. CERDA, P.E. DATE

REPORTE DE INGENIERIA DE AGUA Y DRENAJE

WATER SUPPLY (DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO):

LA SUBDIVISIÓN RANCHO EL POTRERO RECIBIRÁ SU PROVISIÓN DE AGUA DE AGUA SPECIAL UTILITY DISTRICT (AGUA SUD). EL DUEÑO DE LA SUBDIVISIÓN Y AGUA SUD HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. AGUA SUD HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

LA SUBDIVISIÓN RANCHO EL POTRERO TIENE 74 LOTES. AGUA SUD TIENE UN EXISTENTE CONDUCTO DE AGUA DE 8" DE DIAMETRO CORRIENDO SOBRE EL LADO ESTÉ DEL DERECHO DE VIA (RIGHT OF WAY) DE LA CARRETERA WESTERN, CORRIENDO SOBRE LA LINEA NOROESTE DE LA SUBDIVISION. EL SYSTEMA DE AGUA DE RANCHO E POTRERO CONSITE EN UNA LINEA DE 8" DE DIAMETRO QUE SE CONECTA A LA YA MENCIONADA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE ENCUENTRA EN EL LADO ESTÉ DE LA CARRETERA WESTERN, LUEGO HACIA EL ESTÉ ENTRANDO A LA SUBDIVISON Y FINALMENTE SE CONECTA A LA YA MENCIONADA LINEA DE 8" DE DIAMETRO DE LA CARRETERA WESTERN.

LA DISTRIBUCION DE AGUA PARA LA SUBDIVISION RANCHO EL POTRERO CONSISTE EN TREINTA Y UNO (31) SERVICIOS DOBLES DE 2" DE DIAMETRO QUE CORREN HACIA LOS LOTES SEPRANDOSE ANTES EN DOS 1" DE DIAMETRO SERVICIOS SENCILLOS, Y DOCE (12) SERVICIOS SENCILLOS DE 1" DE DIAMETRO QUE CORREN HACIA LOS LOTES. SE HAN INSTALADO YA LA LINEA DE 8", LOS SERVICIOS DE 1" Y LAS CAJAS DE LOS MEDIDORES A UN COSTO TOAL DE $_____ O $_____ POR LOTE. EL DUEÑO/REPRESENTANTE DE LA SUBDIVISION LE HA PAGADO A AGUA SUD LA CANTIDAD DE $_____ QUE CUBRE EL COSTO DE LOS MEDIDORES ($_____ POR CADA LOTE), ESTE PRECIO INCLUYE TAMBEN EL COSTO DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONEXION CUANDO EL DUEÑO DE ALGUNO DE LOS LOTES SOLICITE UN MEDIDOR DE AGUA, AGUA SUD LO INSTALARA SIN COSTO ALGUNO. EL DUEÑO/REPRESENTANTE DE LA SUBDIVISION HA INSTALADO 9 HIDRANTES CONTRA INCENDIO (FIRE HYDRANTS) A UN COSTO DE $_____ POR CADA UNO, LO CUAL REPRESENTA UNA CANTIDAD TOTAL DE $_____. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARÁ UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SÉPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

REPORTE DE EVALUACION DE SUELO:

CADA LOTE EN LA SUBDIVISION PROPUESTA MIDE MÁS DE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACIÓN EN LUGAR OPUESTOS EN LA SUBDIVISIÓN. UN TOTAL DE 14 EXCAVACIONES DE EVALUACIÓN FUERON REALIZADAS. (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MÁS ARRIBA DE LO MÁS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ÉSTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSA SÉPTICA ES DE $_____ DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACÓN FINAL A UN COSTO TOTAL DE $_____. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO Y HA APROBADO LA INSTALACIÓN DE LA FOSA SÉPTICA DESDE __/__/2017.

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DRENAJE, DESCRITOS EN ESTE DOCUMENT CUMPLEN CON LAS REGLAS GOBERNANDO LAS SUBDIVISIONES, ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SITEMAS DE AGUA Y DRENAJE SON:
AGUA- EL SISTEMA/SERVICIO DE AGUA SERÁINSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTAR UN TOTAL DE $_____.
DRENAJE- SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $_____.

_____ _____
JULIO C. CERDA, P.E. DATE

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STANDARDS AND THAT (a) WATER QUALITY AND CONNECTION INCLUDING WATER METER TO THE LOT MEET SUCH STANDARDS AND (b) SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I PENA CHAPA DEVELOPMENT ,SUBDIVIDER OF RANCHO EL POTRERO SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____
PENA CHAPA DEVELOPMENT DATE

SATE OF TEXAS
COUNTY OF HIDALGO:

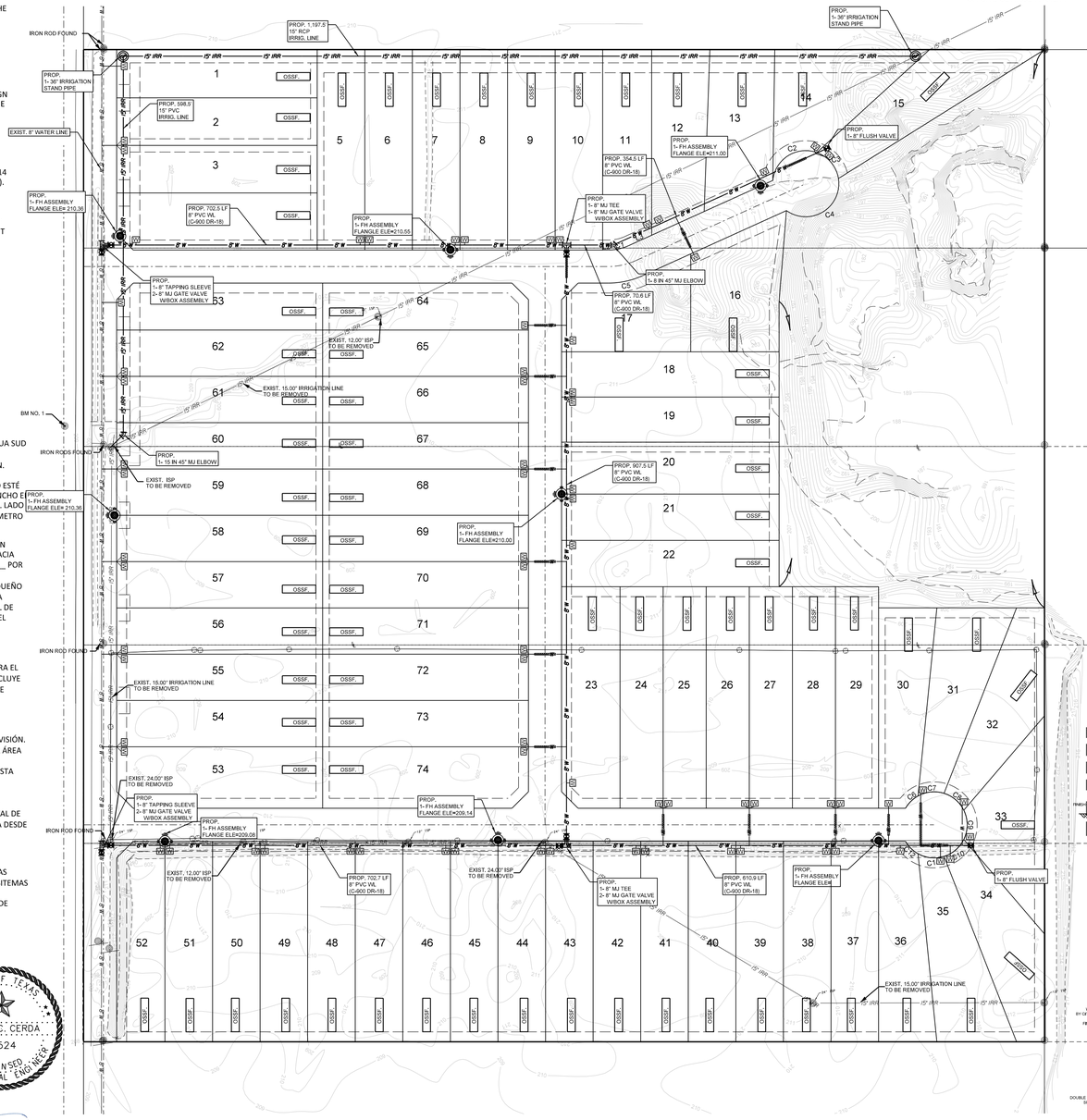
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PENA CHAPA DEVELOPMENT KNOWN TO ME BY THE PERSON WHOSE NAME IS SUSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE:_____ DAY OF _____ 20_____.

_____ _____
NOTARY PUBLIC DATE
MY COMSTUART EXPIRES_____

STATE OF TEXAS
JULIO 'C.' CERDA
90524
LICENSED
PROFESSIONAL ENGINEER

JULIO C. CERDA, P.E.
LICENSED PROFESSIONAL ENGINEER,
TEXAS LIC. NO. 90524

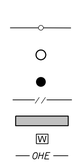
COST ESTIMATE
WATER DISTRIBUTION: $343,513.15
DRAINAGE IMPROVEMENT: $ 171,850.00
PAVING IMPROVEMENT: $ 420,024.69
SEPTIC TANK (OSSF): $111,000.00
FIRE HYDRANT: $40,500.00
EROSION CONTROL: $20,250.00

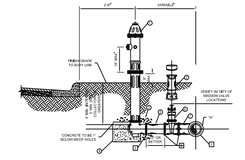


LEGEND:

- CHAIN LINK FENCE
- SET # 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON PIN
- WOOD FENCE
- EXISTING PAVEMENT
- PROPOSED WATER METER (W)
- OVERHEAD ELECTRIC — OHE —
- SING
- ON-SITE SEWAGE FACILITY (OSSF)

0' 100' 200' 300'
SCALE 1" = 100' (24" X 36")





W-7 STANDARD FIRE HYDRANT INSTALLATION
MUELLER/SUPER CENTURION 250 A423) OR
AMERICAN DARLING B-84-B (SEE NOTE 4) ONLY

NOTE: FIRE HYDRANT TO BE PAINTED RED.

NOTE:
1.) DB, SHALL BE PLACED IN HYDRANT AT THE TIME OF INSTALLATION.
2.) PUMPER NOZZLE SHALL FACE ROADWAY, (6 1/2" N.S.T.)
3.) IN CERTAIN INSTANCES, WHER DISTANCES FROMED IS APARALLEL TEE CANNOT BE ACHIEVED, A COMBINATION WIRE/THRUMB LUGS MAY BE USED IN LIEU OF A STANDARD TEE. FINAL APPROVAL BY THE CITY OF MISSION, REQUIRED.
4.) BY AMERICAN DARLING (OLDER MODEL B-84-B WITCH HAS 6" DIAMETER MAIN VALVE OPENING.
5.) TAPPING SLEEVES TO HAVE STAINLESS STEEL BOLTS IN NUTS.
6.) ALL VALVES, FITTINGS & HYDRANTS & ACCESSORIES SHALL BE NEW AND UNDAMAGED IN ANY WAY.
7.) ALL VALVES, FITTINGS AND ACCESSORIES, VALVE BOXES, METER BOXES AND COVERS MUST BE APPROVED BY THE CITY OF MISSION.

FIRE HYDRANT INSTALLATION
CONSIST OF FIRE HYDRANT, VALVE AND VALVE BOX

FIRE HYDRANT UNIT SHALL INCLUDE
1.) FIRE HYDRANT w/ 4" 10" PUMPER NOZZLE
2.) 1 CU.YD. CONCRETE)
3.) 3 CU.FT. GRAVEL
4.) 3 CU. FT. CONCRETE 1' BELOW GROUND LEVEL (MIN.)
5.) 1" GI WIRE FOR PVC SPOOLS
6.) 8" RESILIENT SEAT GATE VALVE (FLANGED X MJ.)
7.) 8" MJ X PLAIN END (FLANGED X MJ.)
8.) WATER MAIN DIA.

W-4 STANDARD PIPE BEDDING (MAIN & SERVICE LATERALS)

APPLICABLE BENEATH FUTURE/UNPAVED STREETS

A- SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS 4").

B- SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS. MECH. TAMPED).

C- SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 4" ABOVE TOP OF PIPE. (4" LIFTS. MECH. TAMPED).

D- FILL TRENCH W/SELECT BACKFILL, 95%"2" LIFTS COMPACT TO 95% STD. PROCTOR.

FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR GEOTEXTILE FABRIC) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO A DENSITY EQUIVALENT TO THAT OF THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTRUTE.

NOTE: ALL EXISTING/ACTIVE STREET CROSSINGS SHALL REQUIRE SAND BACKFILL OF ENTIRE TRENCH. (SEE DETAIL S-6)

STANDARD PIPE BEDDING (MAIN ONLY)

(PARALLEL WITH/N EXIST. STREET)

A- SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS 4").

B- SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS. MECH. TAMPED).

C- SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 4" ABOVE TOP OF PIPE. (4" LIFTS. MECH. TAMPED).

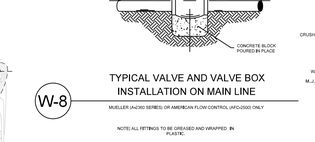
D- FILL TRENCH W/SELECT BACKFILL, 95%"2" LIFTS COMPACT TO 95% STD. PROCTOR.

FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR GEOTEXTILE FABRIC) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO A DENSITY EQUIVALENT TO THAT OF THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTRUTE.

W-5 2" METER SERVICE

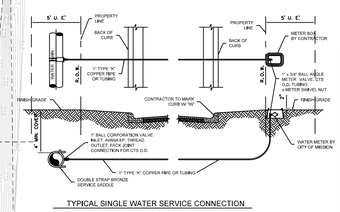
1.) 4" x 2" DOUBLE STRAP BRASS SADDLE
2.) 2" BALL CORP. MIPS OR FIPS
3.) 2" POLY PIPE SDR-9 (200 PSI) OPTION 1) OR 2" HDGD REV TYPE "K" OPTION 1) OR POLYETHYLENE TUBING OPTION 2)
4.) 2" METER BOX OR VAULT
5.) WATER METER BY CITY OF MISSION.
6.) LAGE E.J. METER BOX



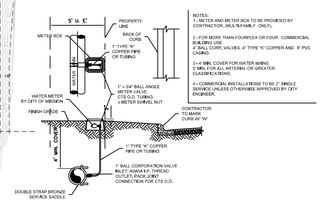
W-8 TYPICAL VALVE AND VALVE BOX INSTALLATION ON MAIN LINE

MUELLER (A-2360 SERIES) OR AMERICAN FLOW CONTROL (AFC-2500) ONLY

NOTE: ALL FITTINGS TO BE GREASED AND WRAPPED IN PLASTIC.



TYPICAL SINGLE WATER SERVICE CONNECTION
OPTION 1 (FAR SIDE)



NOTES:
1.- METER AND METER BOX TO BE PROVIDED BY CONTRACTOR. (MUL'B/FAMILY ONLY).
2.- FOR MORE THAN FOUPPLEX OR FOUR COMMERCIAL ESTABLISHMENTS.
3" BALL CORP. VALVES, 4" TYPE 'K' COPPER AND 8" PVC CASING.
3.- 4" MIN. COVER FOR WATER MAINS
3' MIN. FOR ALL ARTERIAL OR GREATER CLASSIFICATIONS.
4.- COMMERCIAL INSTALLATIONS TO BE 2" SINGLE SERVICE UNLESS OTHERWISE APPROVED BY CITY ENGINEER.

W-1A TYPICAL SINGLE WATER SERVICE CONNECTION
(NEAR SIDE)

W-10 FLUSH VALVE

POST HYDRANT SHALL BE NON-FREEZING, SELF DRAINING TYPE WITH A 5 MIN. DEPTH OF BURY. THESE FLUSH VALVES WILL BE FURNISHED WITH A 2' FIP INLET, A NONTURNING OPERATING ROD AND SHALL BE OF THE TYPE WHICH WHEN OPERATED SHALL BE BROUGHT TO BRONZE DESIGN AND BE SERVICEABLE FROM ABOVE GRADE WITH NO EXCAVATION. ALL PARTS SHALL BE OF BRONZE AND BUSHING, THE OUTLET SHALL ALSO BE BRONZE AND BE 1 1/2" NOT, FLUSH VALVES SHALL BE LOCKABLE TO PREVENT UNAUTHORIZED USE AS MANUFACTURED BY MUELLER CO. CLOW CO. ST. LOUIS, MO. OR APPROVED EQUAL.

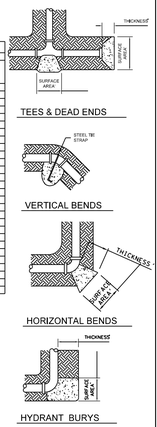
THRUST BLOCK SIZE

DIAMETER OF PIPE IN INCHES	HORIZONTAL BENDS: SURFACE AREA SQ. FT.	THICKNESS IN INCHES	WEIGHT AT VERTICAL BENDS/LBS.
22½° BENDS			
6 OR LESS	2	6	1,700
8	3	12	3,000
10	5.5	12	4,500
12	4	14	6,600
14	5	18	9,000
16	6	18	11,800
45° BEND			
6 OR LESS	4	12	3,200
8	5	14	5,800
10	6	18	9,000
12	7	18	13,200
14	8	24	17,000
16	11.5	24	23,200
90° BEND			
6 OR LESS	6	12	6,000
8	8	15	10,700
10	10	18	16,700
12	12	18	24,000
14	18	24	32,600
16	21	24	42,100
TEES & DEAD ENDS			
6 OR LESS	3	12	–
8	4	15	–
10	6	18	–
12	8.5	18	–
14	11.5	24	–
16	15	24	–

NOTE:
ALL VALUES SHOWN ARE MIN. FOR A HYDROSTATIC PRESSURE OF 150 P.S.I. AND A SOIL RESISTANCE OF 2,000 LBS. PER SQ. FT. WITH PIPELINE HAVING A MIN. OF 3 FT. OF COVER WITH CURB & GUTTER AND A 4 FT. MIN. WITHOUT CURB & GUTTER

W-5 THRUST BLOCKS DETAILS

NOTE: SEE THRUST BLOCK SIZE CHART FOR PROPER THICKNESS AND SURFACE AREAS



PRELIMINARY

PRELIMINARY REVIEW

ENGINEERING REPORT AND UTILITY LAYOUT
SHEET 3 OF 4

PRINCIPAL CONTACTS:

	NAME	ADRESS	CITY & ZIP	PHONE	FAX
OWNER:	PENA CHAPA DEVELOPMENT	P.O. BOX 1958	MISSION, TEXAS 78572	(956) 581-3918	
ENGINEER:	JULIO C. CERDA, P.E.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116
SURVEYOR:	KURT SCHUMACHER, R.P.L.S.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116

SOUTH TEXAS INFRASTRUCTURE GROUP
900 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (956) 424-3355
FAX: (956) 583-7116
TBPE REG. # 1500

SOUTH TEXAS INFRASTRUCTURE GROUP

RANCHO EL POTRERO SUBDIVISION

BEING A 50.00 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING ALL OUT OF LOT 2, LOT 3, LOT 4, LOT 5, AND LOT 6, OUT OF BLOCK 1, TEXAS GARDENS SUBDIVISION, AS RECORDED IN VOLUME 8, PAGE 58 OF THE MAP RECORDS,HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT RANCHO EL POTRERO

PROJECT LOCATION
RANCHO EL POTRERO IS A PROPOSED 74 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION BEING 50.00 ACRE TRACT OF LAND SITUATED IN THE CITY OF MISSION ETJ, HIDALGO COUNTY, TEXAS, AND BEING ALL OUT OF LOT 2, LOT 3, LOT 4, LOT 5, AND LOT 6, OUT OF BLOCK 1, TEXAN GARDENS SUBDIVISION, AS RECORDED IN VOLUME 8, PAGE 58, OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS, SAID LOTS CONVEYED TO THE PENA CHAPA DEVELOPMENT, INC., AS DESCRIBED IN DOCUMENT NUMBER 2796095, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. DOCUMENT NUMBER 2805462, OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND IN DOCUMENT NUMBER 27529040, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

FLOOD PLAIN
THE PROPERTY IS IN ZONE C, AREAS OF MINIMAL FLOODING, AS PER COMMUNITY PANEL NO. 480334 0400 C, REVISED NOVEMBER 16, 1982.

SOIL CONDTIONS
ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF 53.2% OF BRENNAN FINE SANDY LOAM (3), WITH 0 TO 1 PERCENT SLOPES, 33.2 % OF HIDALGO FINE SANDY LOAM (25), WITH 0 TO 1 PERCENT SLOPES, AND 13.6 % OF CUEVITAS-RANDADO COMPLEX (51), WITH 0 TO 3 PERCENT SLOPES. THESE SOILS ARE WELL DRAINED, SURFACE RUNOFF IS NEGLIGIBLE, PERMEABILITY IS MODERATELY HIGH TO HIGH, AND THE WATER CAPACITY IS HIGH. THIS SOIL IS LISTED IN HYDROLOGIC GROUP B. SEE APPENDIX C.

EXISTING CONDITIONS
THE SUBJECT PROPERTY IS CURRENTLY UNDEVELOPED. TOPOGRAPHIC ELEVATIONS OBTAINED FROM THE SITE INDICATE THAT THE EXISTING TERRAIN HAS A VERY SLIGHT GRADE APPROXIMATELY (0-0.7%). IN ACCORDANCE WITH THE DRAINAGE POLICIES OF THE CITY OF MISSION AND COUNTY OF HIDALGO, THE RATIONALE METHOD, 10-YEAR FREQUENCY STORM EVENT WAS UTILIZED TO DETERMINE THE EXISTING STORM WATER RUNOFF FOR THIS SITE. THE TOTAL CONTRIBUTING 10-YEAR EXISTING STORM WATER RUNOFF FROM THIS SITE IS APPROXIMATELY 28.60 CFS.

PROPOSED CONDITIONS
THE PROPOSED DRAINAGE SYSTEM SHALL CONSIST ON THE INSTALLATION OF AN INTERNAL STORM SEWER SYSTEM WITH INLETS IN THE STREET TO COLLET SURFACE RUNOFF FROM LOTS AND STREET. THIS SYSTEM WILL HAVE PIPES SIZE OF 24" AND WILL ONLY HAVE ONE OUTFALL LOCATED IN LOTS 30, 31, 32, 33, AND 34, OF BLOCK 1, TEXAN GARDEN SUBDIVISION.
IN ACCORDANCE WITH THE CITY OF MISSION AND COUNTY OF HIDALGO DRAINAGE POLICY, THE PEAK RATE FOR RUNOFF FOR THIS DEVELOPMENT WILL BE MITIGATED TO THE EXISTING 10-YEAR STORM WATER RUNOFF. THE PEAK RATE WILL BE 85.31 CFS WHICH WILL GIVE US A NET INCREASE OF 56.71 CFS. A TOTAL OF 98.664 CUBIC-FEET, OR 2.27 ACRE-FEET OF STORM WATER RUNOFF WILL BE REQUIRED TO BE DETAINED. CAMINO DE ABRAM SUBDIVISION DRAINAGE REPORT, DESCRIBES A 6.054 ACRE-FT. REQUIRED TO BE DETAINED FOR THIS SUBDIVISION. A TOTAL OF 6.43 ACRES WILL BE DONATED BY THE OWNER OF RANCHO EL POTRERO SUBDIVISION TO THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 FOR DRAINAGE DETENTION PURPOSES. THIS DRAINAGE BASIN, WITH AN AVERAGE DEPTH OF 16 FT. WILL PROVIDE A TOTAL CAPACITY OF 80 ACRE-FT., EXCEEDING THE DETENTION CAPACITY REQUIRED FOR BOTH SUBDIVISIONS, RANCHO EL POTRERO SUBDIVISION (50.00 AC), CAMINO DE ABRAM SUBDIVISION (130.47 AC) AND FOR FUTURE DEVELOPMENT AROUND THE AREA FOR UP TO 80 ACRES MORE.

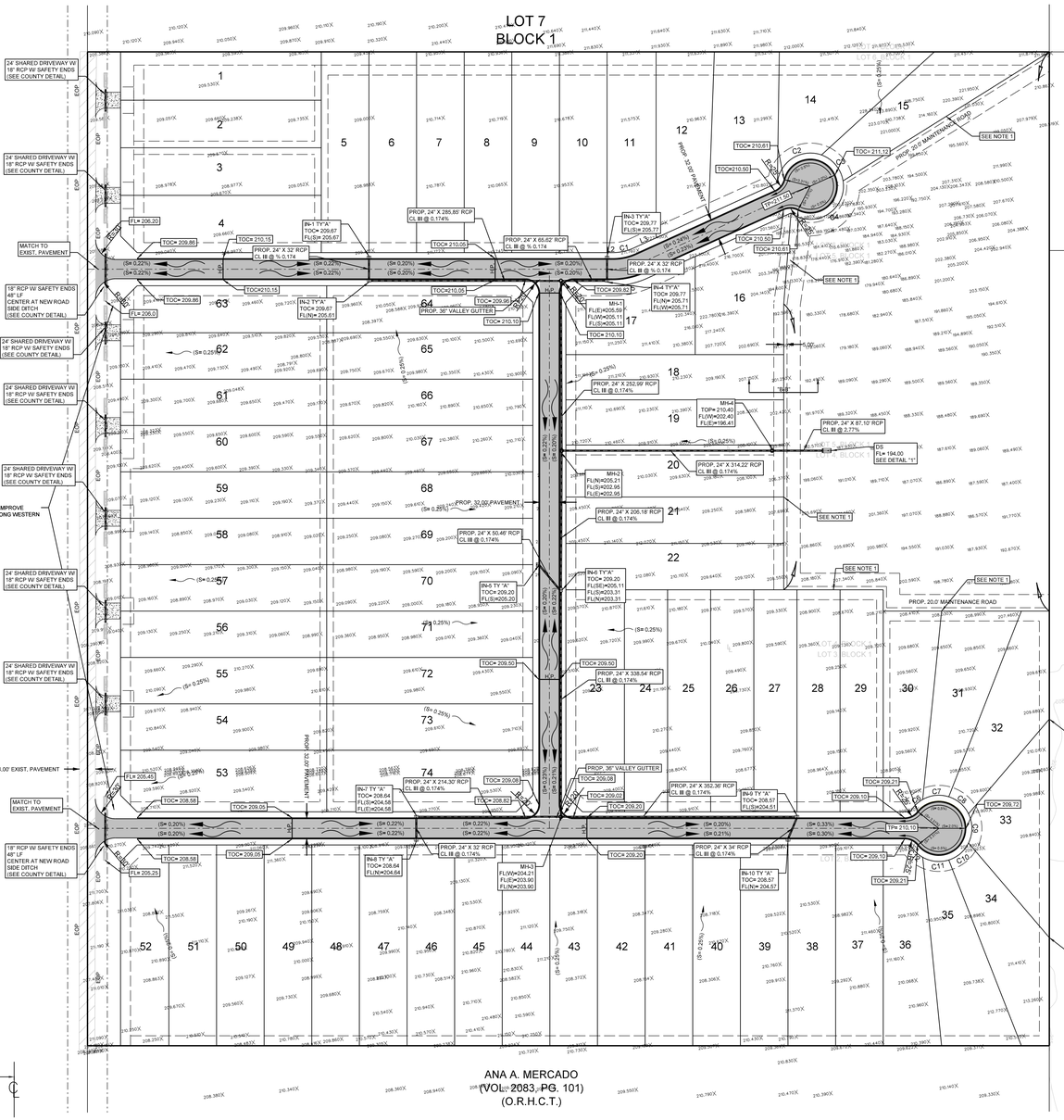
JULIO C. CERDA, P.E. — DATE

GENERAL NOTES

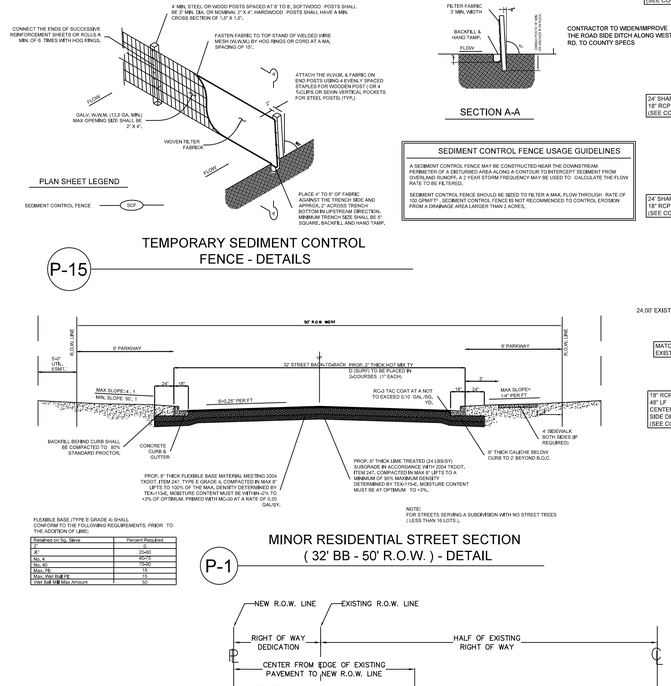
1. THE GUIDELINES SHOW HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.

LEGEND:

- CHAIN LINK FENCE
- SET # 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."
- FOUND IRON ROD
- EXISTING PAVEMENT
- PROPOSED WATER METER (W)
- OVERHEAD ELECTRIC — OHE —



NOTES:
1+ PROP. 6' TALL CHAIN LINK FENCE TO MEET COUNTY SPECS



PLAN SHEET LEGEND
SEDIMENT CONTROL FENCE — SCF

TEMPORARY SEDIMENT CONTROL FENCE - DETAILS
P-15

SECTION A-A

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF, A 2 YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.

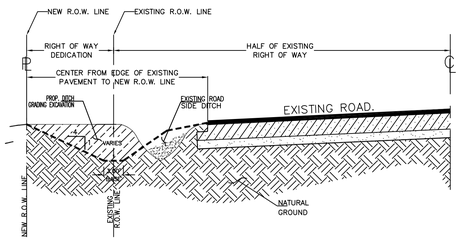
SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 10 GPM/FT. SEDIMENT CONTROL FENCE IS NOT RECOMMENDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN 2 ACRES.

FLEXIBLE BASE (TYPE E GRADE 4) SHALL CONFIRM TO THE FOLLOWING REQUIREMENTS, PRIOR TO THE ADDITION OF LIME:

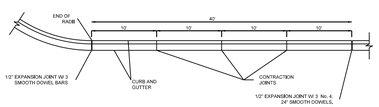
Retained on Sp. Sieve	Percent Required
2"	0
3/4"	0-540
No. 4	20-70
No. 40	15-45
Max. PI	10
Max. Wet Ball PI	13
Wet Ball Mill Max Amount	50

NOTE:
FOR STREETS SERVING A SUBDIVISION WITH NO STREET TREES (LESS THAN 16 LOTS).

MINOR RESIDENTIAL STREET SECTION
(32' BB - 50' R.O.W.) - DETAIL
P-1

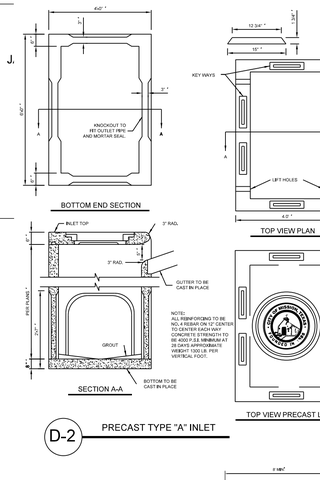


RECONSTRUCTION OF ROAD SIDE DITCH

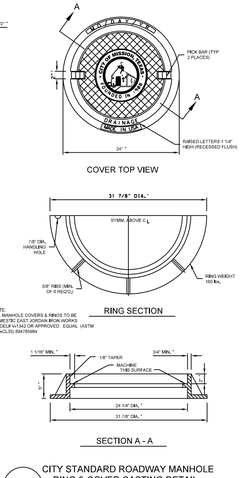


TYPICAL JOINTS
NOT TO SCALE
P-2

0' 100' 200' 300'
SCALE 1" = 100' (24" X 36")

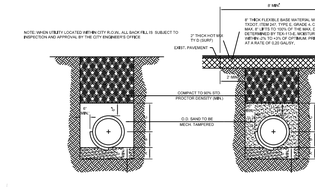


D-2 PRECAST TYPE "A" INLET



NOTE:
ALL MANHOLE COVERS & RINGS TO BE DOMESTIC CAST JORDAN IRON WORKS MODELA14 OR APPROVED EQUAL (ASTM A48-CL35) 8947869M

D-10 CITY STANDARD ROADWAY MANHOLE RING & COVER CASTING DETAIL



D-3

APPLICABLE BENEATH FUTURE(UNPAVED STREETS)

A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS =6")

B. SAND BACKFILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE, 6" LIFTS, MECH. TAMPED.

C. SAND BACKFILL PLACED FROM SPRING LINE OF PIPE, TO 2' ABOVE TOP OF PIPE, 6" LIFTS, MECH. TAMPED.

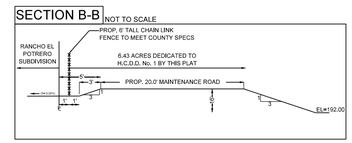
D. FILL THROWN MIDDLE-ET BACKFILL, 18"/12" LIFTS COMPACT TO 90% STD. PROCTOR.

FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO OBTAIN OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTRATE.

NOTE: ALL DIRT/BACKFILL STREET CROSSINGS SHALL REQUIRE SAND BACKFILL OF TRENCH. TRENCH. (SEE DETAIL S-6)

SECTION B-B NOT TO SCALE

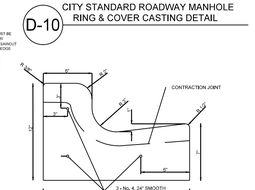


DETAIL "1"
STORM DISCHARGE STRUCTURE



NOTES:
1. CONCRETE TO HAVE 3000 PSI MIN. IN 28 DAYS COMPRESSION STRENGHT.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.

CURB AND GUTTER DETAIL
NOT TO SCALE



GENERAL NOTES:
1. CONCRETE SHALL BE 3000 P.S.I. COMPRESSIVE STRENGTH AT 28 DAY.

2. ALL CONCRETE WORK SHALL BE MIXED, PLACED AND CURED USING COMPOUND TYPE 2 WHITE PIGMENTED IN ACCORDANCE w/ TEXAS DEPARTMENT OF TRANSPORTATION DEPARTMENTAL MATERIALS SPECIFICATION ITEM 4650, CONSIDERED INCIDENTAL TO CONCRETE WORK.

3. 1/2" EXPANSION JOINTS REQUIRED AT 40' c.c. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' c.c.

4. EXPANSION JOINTS SHALL HAVE 1/2 EXPANSION JOINT MATERIAL, AND 3 No. 4 24" SMOOTH DOWEL BARS COATED TO PREVENT BOND.



JULIO C. CERDA, P.E.
LICENSED PROFESSIONAL ENGINEER,
TEXAS LIC. NO. 90524

PRELIMINARY REVIEW

PRELIMINARY

PAVING LAYOUT AND DRAINAGE DESIGN

SHEET 4 OF 4

PRINCIPAL CONTACTS:

	NAME	ADRESS	CITY & ZIP	PHONE	FAX
OWNER:	PENA CHAPA DEVELOPMENT	P.O. BOX 1958	MISSION, TEXAS 78572	(956) 581-3918	
ENGINEER:	JULIO C. CERDA, P.E.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116
SURVEYOR:	KURT SCHUMACHER, R.P.L.S.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116

SOUTH TEXAS INFRASTRUCTURE GROUP
900 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (956) 424-3355
FAX: (956) 583-7116
TBPE REG. # 1500

SOUTH TEXAS INFRASTRUCTURE GROUP

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 6-27-2017

PROPOSED **CAMINO DE ABRAM** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **SOUTH TEXAS INFRASTRUCTURE GROUP** DEVELOPER: **MANUEL CHAPA (PENA CHAPA DEV.)**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **80** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **EAST OF ABRAM ROAD APPROXIMATELY ½ MILE NORTH OF MILE 3 NORTH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **MISSION** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **6-20-2017** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE CONSISTS OF STORM SEWER SYSTEM DISCHARGING TO AN EXISTING DRAINAGE BASIN OWNED BY THE HCDD#1.**

ROAD R.O.W. DEDICATION: **42.00 ADDITIONAL FEET ONTO ABRAM ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **6-09-2017** BY, **VICTOR GALLARDO, PCT. 3** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **6-09-2017** BY, ENVIRONMENTAL HEALTH DIVISION MANAGER
SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **A. IZAGUIRRE**

WATER SERVICE PROVIDER: **AGUA SUD** LINE SIZE: **8"** LOCATION: **MILE 3 NORTH ROAD.**

H.C.E.O.C.PRELIMINARYAPPROVAL DATE: **6-09-2017** : BY **MARTIN RAMIREZ** ENVIRONMENTAL COMPLIANCE COORDINATOR
☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

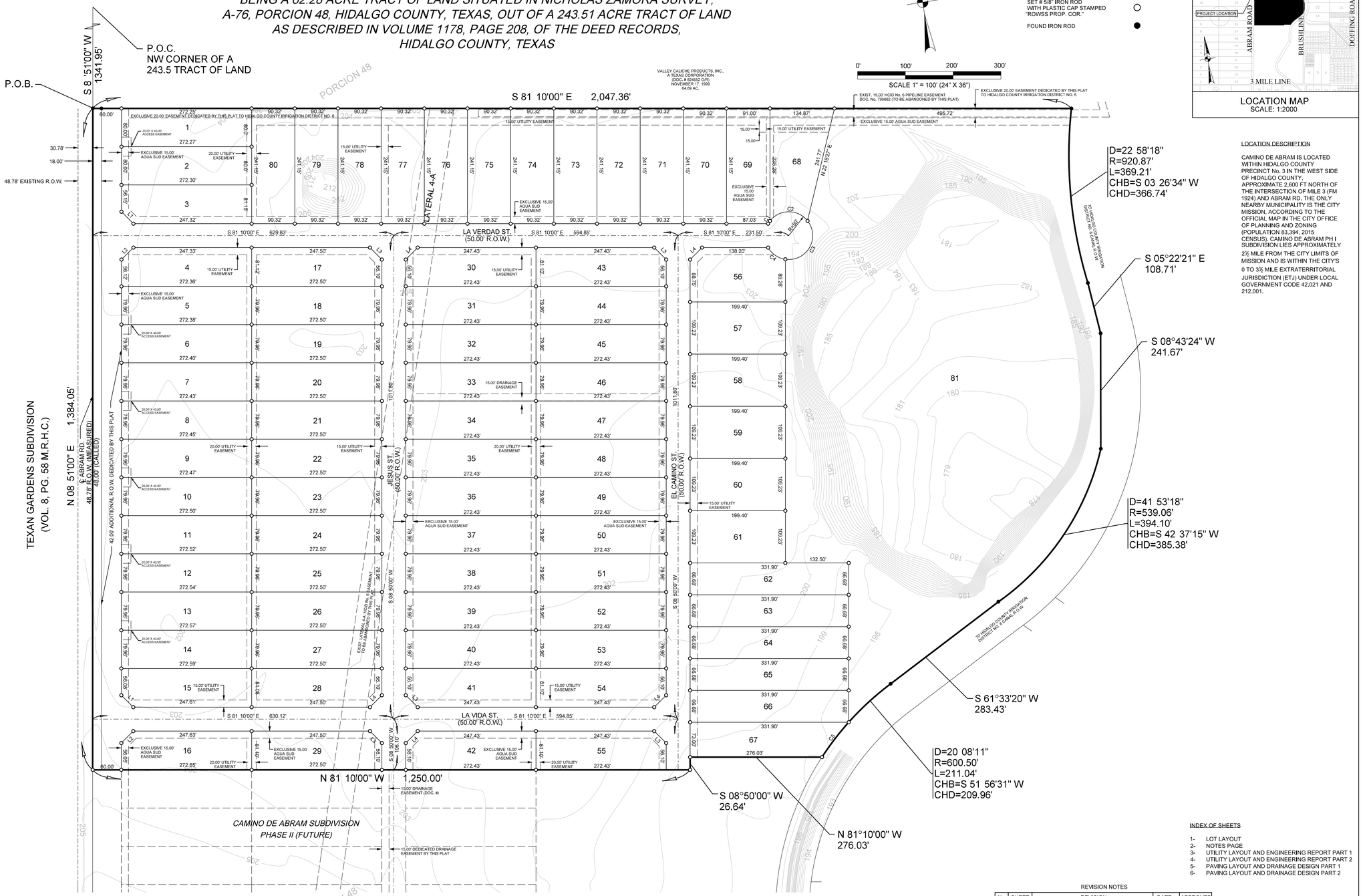
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **MISSION**.
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

CAMINO DE ABRAM SUBDIVISION PH I

BEING A 62.28 ACRE TRACT OF LAND SITUATED IN NICHOLAS ZAMORA SURVEY, A-76, PORCION 48, HIDALGO COUNTY, TEXAS, OUT OF A 243.51 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 1178, PAGE 208, OF THE DEED RECORDS, HIDALGO COUNTY, TEXAS



SCALE 1" = 100' (24" X 36")

LOCATION MAP
SCALE: 1:2000

LEGEND:

SET # 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."

FOUND IRON ROD

LOCATION DESCRIPTION

CAMINO DE ABRAM IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 3 IN THE WEST SIDE OF HIDALGO COUNTY, APPROXIMATE 2,600 FT NORTH OF THE INTERSECTION OF MILE 3 (FM 1924) AND ABRAM RD, THE ONLY NEARBY MUNICIPALITY IS THE CITY MISSION, ACCORDING TO THE OFFICIAL MAP IN THE CITY OFFICE OF PLANNING AND ZONING (POPULATION 83,394, 2015 CENSUS), CAMINO DE ABRAM PH I SUBDIVISION LIES APPROXIMATELY 2½ MILE FROM THE CITY LIMITS OF MISSION AND IS WITHIN THE CITY'S 0 TO 3½ MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021 AND 212.001.

LOT AREA TABLE		
LOT	SQUARE FT.	ACRES
1	21781	0.50
2	21783	0.50
3	21785	0.50
4	21780	0.50
5	21779	0.50
6	21781	0.50
7	21782	0.50
8	21784	0.50
9	21786	0.50
10	21788	0.50
11	21790	0.50
12	21792	0.50
13	21794	0.50
14	21795	0.50
15	21790	0.50
16	21799	0.50
17	21793	0.50
18	21789	0.50
19	21789	0.50
20	21789	0.50
21	21789	0.50
22	21789	0.50
23	21789	0.50
24	21789	0.50
25	21789	0.50
26	21789	0.50
27	21789	0.50
28	21782	0.50
29	21787	0.50
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35	21783	0.50
36	21783	0.50
37	21783	0.50
38	21783	0.50
39	21783	0.50
40	21783	0.50

LOT AREA TABLE		
LOT	SQUARE FT.	ACRES
41	21781	0.50
42	21781	0.50
43	21781	0.50
44	21783	0.50
45	21783	0.50
46	21783	0.50
47	21783	0.50
48	21783	0.50
49	21783	0.50
50	21783	0.50
51	21783	0.50
52	21783	0.50
53	21783	0.50
54	21781	0.50
55	21781	0.50
56	21778	0.50
57	21780	0.50
58	21780	0.50
59	21780	0.50
60	21780	0.50
61	21780	0.50
62	22132	0.51
63	22128	0.51
64	22128	0.51
65	22128	0.51
66	22128	0.51
67	22081	0.51
68	24052	0.55
69	21932	0.50
70	21781	0.50
71	21781	0.50
72	21781	0.50
73	21781	0.50
74	21781	0.50
75	21781	0.50
76	21781	0.50
77	21781	0.50
78	21781	0.50
79	21781	0.50
80	21781	0.50
81	639440	14.68

CURVE TABLE					
CURVE	LENGHT	RADIUS	DELTA	CHORD	CHORD BEARING
C1	7.09'	50.00'	08°07'27"'	7.08'	S42°53'44"E
C2	90.33'	50.00'	103°30'38"'	78.54'	S81°17'13"E
C3	119.15'	50.00'	136°31'58"'	92.89'	S38°44'05"W
C4	45.23'	50.00'	51°49'56"'	43.71'	N47°04'58"W
C5	211.04'	600.50'	20°08'11"'	209.96'	S51°56'31"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	35.35'	N36°09'30"W
L2	35.36'	N53°50'30"E
L3	35.36'	S36°10'00"E
L4	35.36'	S53°50'30"W

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, JULIO C. CERDA, A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, LICENSE NUMBER 90524, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

_____
JULIO C. CERDA, P.E.
LICENSED PROFESSIONAL ENGINEER, TEXAS LIC. NO. 90524

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, KURT SCHUMACHER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND ON _____ UNDER MY DIRECTION.

_____
KURT SCHUMACHER, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR # 6333
FIRM #
900 S. STEWART, SUITE 13
MISSION, TEXAS 78572

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REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRELIMINARY REVIEW

LOT LAYOUT

SHEET 1 OF 6

PRINCIPAL CONTACTS:

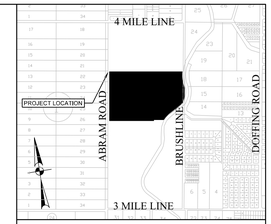
	NAME	ADRESS	CITY & ZIP	PHONE	FAX
OWNER:	MANUEL CHAPA	1801 MOZELLE ST.	PHARR, TEXAS 78577	(956) 778-3404	
ENGINEER:	JULIO C. CERDA, P.E.	900 S. STEWART RD., STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116
SURVEYOR:	KURT SCHUMACHER, R.P.L.S.	900 S. STEWART RD., STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116

SOUTH TEXAS INFRASTRUCTURE GROUP
900 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (956) 424-3355
FAX: (956) 583-7116
TBPE REG. # 1500

SOUTH TEXAS INFRASTRUCTURE GROUP

CAMINO DE ABRAM SUBDIVISION PH I

BEING A 62.28 ACRE TRACT OF LAND SITUATED IN NICHOLAS ZAMORA SURVEY, A-76, PORCION 48, HIDALGO COUNTY, TEXAS, OUT OF A 243.51 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 1178, PAGE 208, OF THE DEED RECORDS, HIDALGO COUNTY, TEXAS



LOCATION MAP
SCALE: 1:2000

METES AND BOUNDS

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I MANUEL CHAPA, AS OWNER OF THE 62.28 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CAMINO DE ABRAM SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE

_____ _____
MANUEL CHAPA DATE
1801 MOZELLE ST.
PHARR, TEXAS 78577

THIS PLAT OF CAMINO DE ABRAM HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____DAY OF_____, 20___.

_____
CHAIRMAN

CITY OF MISSION CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CAMINO DE ABRAM SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

_____ _____
MAYOR CITY OF MISION DATE

_____ _____
ATTEST: CITY SECRETARY DATE

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, JULIO C. CERDA, A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, LICENSE NUMBER 90524, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

_____
JULIO C. CERDA, P.E.
LICENSED PROFESSIONAL ENGINEER, TEXAS LIC. NO. 90524

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, KURT SCHUMACHER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND ON _____ UNDER MY DIRECTION.

_____
KURT SCHUMACHER, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR # 6333
FIRM # _____
900 S. STEWART, SUITE 13
MISSION, TEXAS 78572

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 ON THIS THE _____ DAY OF _____ 20___.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON IRRIGATION DISTRICT No. 6 RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE WHETHER SHOWN OR NOT.

ATTIEST: _____
PRESIDENT

_____
SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CAMINO DE ABRAM SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

SATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CAMINO DE ABRAM SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____.

_____ _____
HIDALGO COUNTY JUDGE DATE

GENERAL NOTES:

1. THIS PROPERTY IS LOCATED IN FLOOD ZONE X-. AREAS DETERMINED TO BE OUTSIDE 500-YEAR-FLOOD-PLAIN AS PER COMMUNITY PANEL NO. 480334 0290 D, REVISED JUNE 6, 2000

2. MINIMUM BUILDING SETBACK LINES:
FRONT SETBACK:
25 FEET OR EASEMENT WHICHEVER IS GREATER
50 FEET FOR LOTS FRONTING ABRAM ROAD
SIDE SETBACK:
INTERNAL LOT: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
EXTERNAL LOT: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR SETBACK: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON THE LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE TOP OF CURB OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

BM-1 IS A SET 5/8" IRON PIN WITH PLASTIC CAP "ROWSS CONTROL"
ALONG THE ABRAM RD
N= 16623705.1321
E= 1019340.7681
ELEV.= 199.40

BM-2 IS A SET 5/8" IRON PIN WITH PLASTIC CAP "ROWSS CONTROL"
ALONG THE ABRAM RD
N= 16624543.4883
E= 1019473.1760
ELEV.= 204.53

BM-3 IS A SET 5/8" IRON PIN WITH PLASTIC CAP "ROWSS CONTROL"
ALONG THE _____
N= _____
E= _____
ELEV.= _____

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 A TOTAL OF 263,711 CUBIC FEET, 6.054 ACRE-FEET OF DETENTION IS REQUIRED FOR THIS SUBDIVISION.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS. SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES, BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON LOT.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

12. MANUEL CHAPA, THE OWNER & SUBDIVIDER OF CAMINO DE ABRAM SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 3 OF THIS PLAT.

13. LOT 3, 4, 15 WILL NOT HAVE ACCES FROM ABRAM RD.

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

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PRELIMINARY REVIEW

NOTES PAGE
SHEET 2 OF 6

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MANUEL CHAPA	1801 MOZELLE ST.	PHARR, TEXAS 78577	(956) 778-3404	
ENGINEER:	JULIO C. CERDA, P.E.	900 S. STEWART RD., STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116
SURVEYOR:	KURT SCHUMACHER, R.P.L.S.	900 S. STEWART RD., STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116

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TBPE REG. # 1500

SOUTH TEXAS INFRASTRUCTURE GROUP

CAMINO DE ABRAM SUBDIVISION PH I

BEING A 62.28 ACRE TRACT OF LAND SITUATED IN NICHOLAS ZAMORA SURVEY, A-76, PORCION 48, HIDALGO COUNTY, TEXAS, OUT OF A 243.51 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 1178, PAGE 208, OF THE DEED RECORDS, HIDALGO COUNTY, TEXAS

WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY (DESCRIPTION, COST, AND OPERABILITY DATE:

CAMINO DE ABRAM SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY AGUA SPECIAL UTILITY DISTRICT (AGUA SUD). THE SUBDIVIDER AND AGUA SUD HAVE ENTERED INTO A CONTRACT IN WHICH AGUA SUD HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND AGUA SUD HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

CAMINO DE ABRAM ONLY HAS 81 LOTS. AGUA SUD HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY OF MILE 3 RD AND AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE NORTHEAST LINE OF THE SUBDIVISION, BEING ALSO THE WEST LINE OF AN IRRIGATION DISTRICT NO. 6 CANAL. THE WATER SYSTEM FOR CAMINO DE ABRAM CONSISTS OF AN 8" DIAMETER LINE THAT TAPS INTO THE MENTIONED 8 " DIAMETER LINE LOCATED ON 3 MILE RD THEN RUNS NORTH ALONG THE EAST SIDE OF ABRAM RD, THEN EAST INTO THE SUBDIVISION AND FINALLY TAPS INTO THE PREVIOUSLY MENTIONED 8" DIAMETER LINE LOCATED ON THE WEST SIDE OF THE IRRIGATION NO. 6 CANAL.

WATER DISTRIBUTION FOR CAMIINO DE ABRAM CONSISTS OF EIGHTY (38) - 2" DIAMETER DOUBLE SERVICE LINES RUNING TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 1" DIAMETER SINGLE SERVICE LINES AND FIVE (5) - 1" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE LOTS. THE 8"LINE, THE 2" DOUBLE SERVICE LINES, THE 1" SINGLE SERVICE LINES AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL OF $_____ OR $_____ PER LOT. IN ADDITION THE SUBDIVIDER HAS PAID AGUA SUD THE SUM OF $_____, WHICH COVERS THE $_____ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO AGUA SUD UPON REQUEST BY THE LOT OWNER, AGUA SUD WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED NINE (9) FIRE HYDRANTS AT A UNIT COST OF $_____ FOR A TOTAL COST OF $_____. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY AGUA SUD AND SAID DISTRIBUTION SYSTEM OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATE

SEWAGE FROM CAMINO DE ABRAM SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND DRAIN FIELD ON LOTS 1 TO 81. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE AREAS OF THE SUBDIVISION, A TOTAL OF 14 SOIL BORING EXCAVATION WERE PERFORMED. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 36"BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24"OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $_____, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST $_____. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ONE OSSF ON __/__/17.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:
WATER FACILITIES- THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $_____
SEWAGE FACILITIES- SEPTIC SYSTEM IS ESTIMATED TO COST $_____

_____ _____
JULIO C. CERDA, P.E. DATE

REPORTE DE INGENIERIA DE AGUA Y DRENAJE

WATER SUPPLY (DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO):

LA SUBDIVISIÓN CAMINO DE ABRAM RECIBIRÁSU PROVISIÓN DE AGUA DE AGUA SPECIAL UTILITY DISTRICT (AGUA SUD). EL DUEÑO DE LA SUBDIVISIÓN Y AGUA SUD HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁSU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. AUGA SUD HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

LA SUBDIVISIÓN CAMINO DE ABRAM TIENE 81 LOTES. AGUA SUD TIENE UN EXISTENTE CONDUCTO DE AGUA DE 8" DE DIAMETRO CORRIENDO SOBRE EL LADO NORTE DEL DERECHO DE VIA (RIGHT OF WAY) DE LA CARRETERA MILE 3 Y UN EXISTENTE CONDUCTO DE AGUA DE 8" DE DIAMETRO CORRIENDO SOBRE LA LINEA NORESTE DE LA SUBDIVISION, SIENDO TAMBIEN LA LINEA OESTE DE UN CANAL QUE PERTENECE AL DISTRITO DE RIEGO NO. 6.

LA DISTRIBUCION DE AGUA PARA LA SUBDIVISION CAMINO DE ABRAM CONSISTE EN OCHENTA (38) SERVICIOS DOBLES DE 2" DE DIAMETRO QUE CORREN HACIA LOS LOTES SEPRANDOSE ANTES EN DOS 1" DE DIAMETRO SERVICIOS SENCILLOS, Y CINCO (5) SERVICIOS SENCILLOS DE 1" DE DIAMETRO QUE CORREN HACIA LOS LOTES. SE HAN INSTALADO YA LA LINEA DE 8", LOS SERVICIOS DE 1" Y LAS CAJAS DE LOS MEDIDORES A UN COSTO TOAL DE $_____ O $_____ POR LOTE. EL DUEÑO/REPRESENTANTE DE LA SUBDIVISION LE HA PAGADO A AGUA SUD LA CANTIDAD DE $_____ QUE CUBRE EL COSTO DE LOS MEDIDORES ($_____ POR CADA LOTE), ESTE PRECIO INCLUYE TAMBEN EL COSTO DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONEXION CUANDO EL DUEÑO DE ALGUNO DE LOS LOTES SOLICITE UN MEDIDOR DE AGUA, AGUA SUD LO INSTALARA SIN COSTO ALGUNO. EL DUEÑO/REPRESENTANTE DE LA SUBDIVISION HA INSTALADO 9 HIDRANTES CONTRA INCENDIO (FIRE HYDRANTS) A UN COSTO DE $_____ POR CADA UNO, LO CUAL REPRESENTA UNA CANTIDAD TOTAL DE $_____. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARÁ UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SÉPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

REPORTE DE EVALUACION DE SUELO:

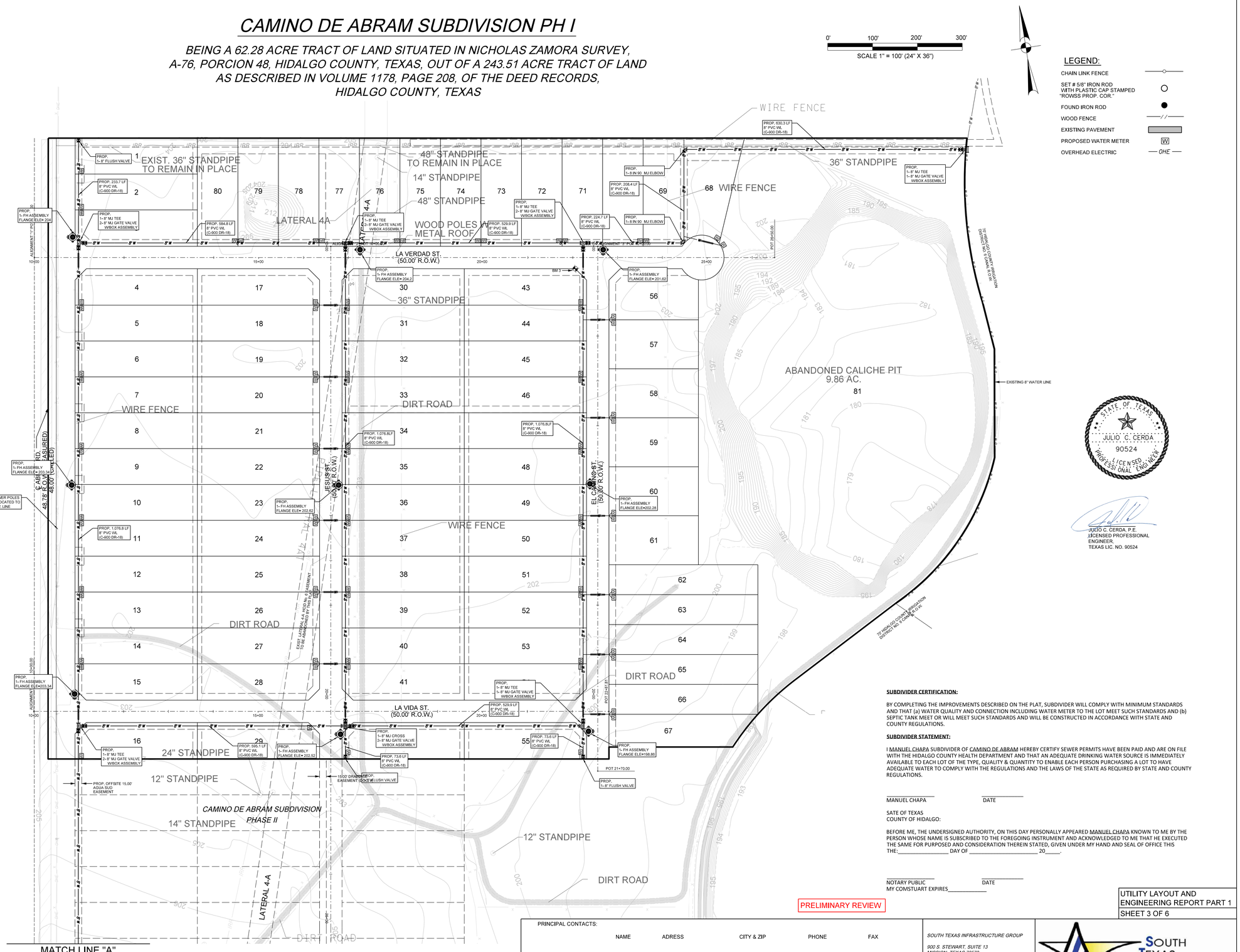
CADA LOTE EN LA SUBDIVISION PROPUESTA MIDE MÁS DE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS DE LA SUBDIVISIÓN, UN TOTAL DE 14 EXCAVACIONES DE EVALUACION FUERON REALIZADAS. (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MÁS ARRIBA DE LO MÁS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ÉSTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSA SÉPTICA ES DE $_____ DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACÓN FINAL A UN COSTO TOTAL DE $_____. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO Y HA APROBADO LA INSTALACIÓN DE LA FOSA SÉPTICA DESDE __/__/2017.

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DRENAJE, DESCRITOS EN ESTE DOCUMENT CUMPLEN CON LAS REGLAS GOBERNANDO LAS SUBDIVISIONES, ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SITEMAS DE AGUA Y DRENAJE SON:
AGUA- EL SISTEMA/SERVICIO DE AGUA SERÁINSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTAR UN TOTAL DE $_____.
DRENAJE- SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $_____.

_____ _____
JULIO C. CERDA, P.E. DATE



STATE OF TEXAS
JULIO C. CERDA
90524
LICENSED PROFESSIONAL ENGINEER

JULIO C. CERDA, P.E.
LICENSED PROFESSIONAL ENGINEER,
TEXAS LIC. NO. 90524

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STANDARDS AND THAT (a) WATER QUALITY AND CONNECTION INCLUDING WATER METER TO THE LOT MEET SUCH STANDARDS AND (b) SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I MANUEL CHAPA SUBDIVIDER OF CAMINO DE ABRAM HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____
MANUEL CHAPA DATE

SATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MANUEL CHAPA KNOWN TO ME BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE:_____ DAY OF _____ 20____.

_____ _____
NOTARY PUBLIC DATE
MY COMSTUART EXPIRES_____

PRELIMINARY REVIEW

UTILITY LAYOUT AND ENGINEERING REPORT PART 1
SHEET 3 OF 6

PRINCIPAL CONTACTS:

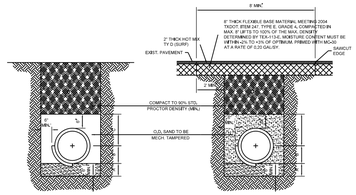
	NAME	ADRESS	CITY & ZIP	PHONE	FAX
OWNER:	MANUEL CHAPA	1801 MOZELLE ST.	PHARR, TEXAS 78577	(956) 778-3404	
ENGINEER:	JULIO C. CERDA, P.E.	900 S. STEWART RD., STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116
SURVEYOR:	KURT SCHUMACHER, R.P.L.S.	900 S. STEWART RD., STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116

SOUTH TEXAS INFRASTRUCTURE GROUP
900 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (956) 424-3355
FAX: (956) 583-7116
TBPE REG. # 1500

SOUTH TEXAS INFRASTRUCTURE GROUP

CAMINO DE ABRAM SUBDIVISION PH I

NOTE: WHEN UTILITY LOCATED WITHIN CITY R.O.W., ALL BACK FILLS SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER'S OFFICE



STANDARD PIPE BEDDING (MAIN & SERVICE LATERALS)

W-4

APPLICABLE BENEATH FUTURE/UNPAVED STREETS

A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

B. SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE, 6" LIFTS. MECH. TAMPED.

C. SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE, 8" LIFTS. MECH. TAMPED.

D. FILL TRENCH W/SELECT BACKFILL, W12" LIFTS COMPACT TO 90% STD. PROCTOR.

FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE):
SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO APPROXIMATELY EQUAL DENSITY AS ADJACENT. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

NOTE: ALL EXISTING/ACTIVE STREET CROSSINGS SHALL REQUIRE SAND BACKFILL OF ENTIRE TRENCH. (SEE DETAIL 5/W)

STANDARD PIPE BEDDING (MAIN ONLY)

(PARALLEL WITHIN EXIST. STREET)

A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

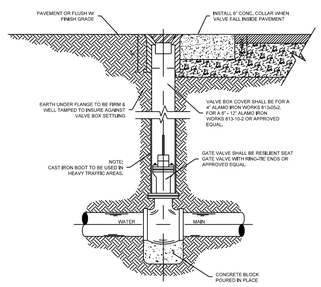
B. SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE, 6" LIFTS. MECH. TAMPED.

C. SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE, 8" LIFTS. MECH. TAMPED.

D. FILL TRENCH W/SELECT BACKFILL, W12" LIFTS COMPACT TO 90% STD. PROCTOR.

FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE):
SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO APPROXIMATELY EQUAL DENSITY AS ADJACENT. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

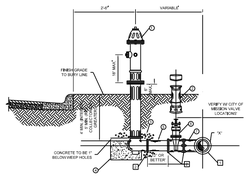


TYPICAL VALVE AND VALVE BOX INSTALLATION ON MAIN LINE

W-8

MUELLER (A-2360 SERIES) OR AMERICAN FLOW CONTROL (AFC-2500) ONLY

NOTE: ALL FITTINGS TO BE GREASED AND WRAPPED IN PLASTIC.



STANDARD FIRE HYDRANT INSTALLATION

W-7

MUELLER/SUPER CENTURION 250 A-423) OR AMERICAN DARLING B-84-B (SEE NOTE 4) ONLY

NOTE: FIRE HYDRANT TO BE PAINTED RED.

NOTE:

1.) OIL SHALL BE PLACED IN HYDRANT AT THE TIME OF INSTALLATION.

2.) PUMPER NOZZLE SHALL FACE ROADWAY, (5 1/2" NUT.)

3.) IN CERTAIN INSTANCES, WHER DEFLECTION OF 45° OR A PARALLEL TEE OR CROSS IS TO BE USED, MECHANICAL WIRETRAINING LUGS MAY BE USED IN LIEU OF A STANDARD TEE, FINAL APPROVAL BY THE CITY OF MISSION REQUIRED.

4.) 8" AMERICAN DARLING B1 USED MODEL B-84-B WITH MJ GATE VALVE PLATE AND INTERIOR SHOE.

5.) TAPPING SLEEVES TO HAVE STAINLESS STEEL BOLTS AND NUTS.

6.) ALL VALVES, FITTINGS & HYDRANTS & ACCESSORIES TO BE GREASED WRAPPED IN PLASTIC.

7.) ALL VALVES, FITTINGS AND ACCESSORIES, VALVE BOXES, METER BOXES AND SIGNAGE MUST BE APPROVED BY THE CITY OF MISSION.

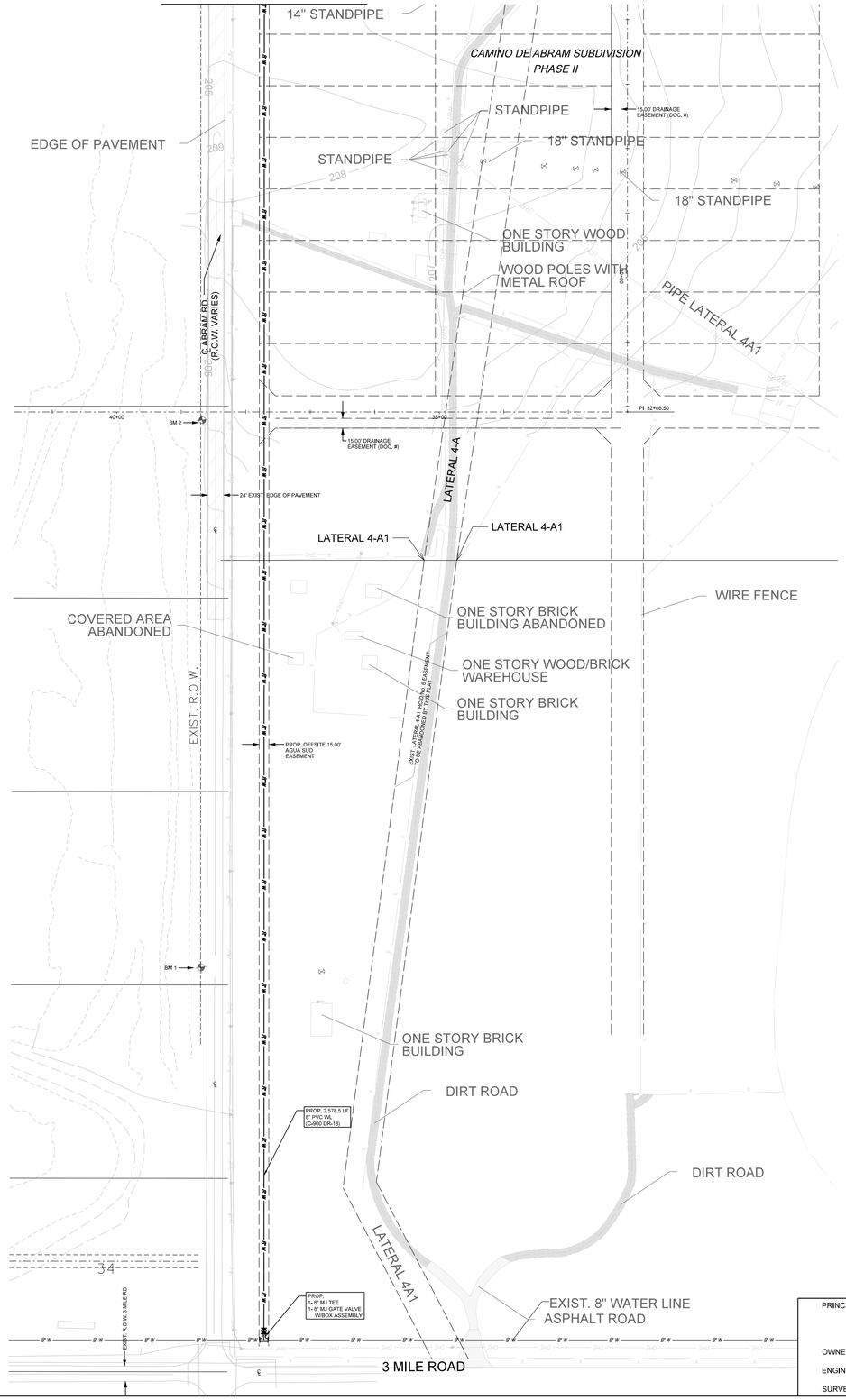
FIRE HYDRANT INSTALLATION
CONSIST OF FIRE HYDRANT, VALVE AND VALVE BOX

FIRE HYDRANT UNIT SHALL INCLUDE:

1.) FIRE HYDRANT w/ (4 1/2" PUMPER NOZZLE)
2.) 6" GATE VALVE (RESISTIC)
3.) 3 CU. FT. GRAVEL
4.) 3 CU. FT. CONCRETE 1' BELOW BOTTOM OF HYDRANT
5.) 1 - 6" DR BETTER PVC SPOOL'S
6.) 6" RESILIENT SEAT GATE VALVE (FLANGED X MJ)
7.) 6"x6" CAST IRON TEE (FLANGED X M.J.) "x" WATER MAIN DIA.

MECHANICAL JOINT
FLANGE

MATCH LINE "A"

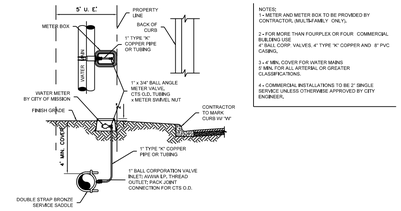


0' 100' 200' 300'

SCALE 1" = 100' (24" X 36")

LEGEND:

- CHAIN LINK FENCE
- SET # 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."
- FOUND IRON ROD
- WOOD FENCE
- EXISTING PAVEMENT
- PROPOSED WATER METER (W)
- OVERHEAD ELECTRIC — OHE —



NOTES:
1 - METER AND METER BOX TO BE PROVIDED BY CONTRACTOR, (MAL/SFAMBLY ONLY).

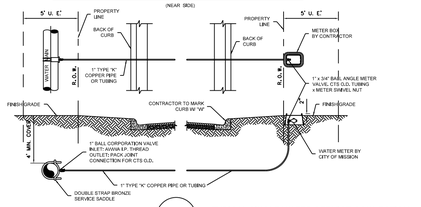
2 - FOR MORE THAN FOURPLEX OR FOUR COMMERCIAL BUBLEING USE 4" BALL CORP. VALVES, 4" TYPE "K" COPPER AND 8" PVC CASING.

3 = 4' MIN. COVER FOR WATER MAINS 7' MIN. FOR ALL ARTERIAL OR GREATER CLASSIFICATIONS.

4 = COMMERCIAL INSTALLATIONS TO BE 2" SINGLE SERVICE UNLESS OTHERWISE APPROVED BY CITY ENGINEER.

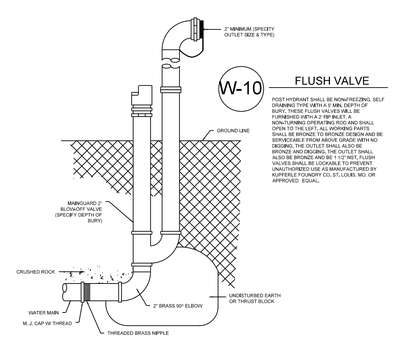
TYPICAL SINGLE WATER SERVICE CONNECTION

(NEAR SIDE)



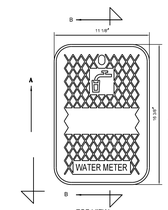
W-1A TYPICAL SINGLE WATER SERVICE CONNECTION

OPTION 1 (FAR SIDE)

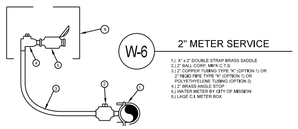


W-10 FLUSH VALVE

POST HYDRANT SHALL BE NONFREEZING, SELF DRAINING TYPE,WITH A 2' MIN. DEPTH OF BURY. HYDRANT BARREL SHALL BE FURNISHED WITH 6.1" PR VALVE. NON-TURNING OPERATING ROD AND SHALL OPEN TO THE LEFT. ALL WORKING PARTS SHALL BE BRONZE TO BRONZE DESIGN AND BE SERVICEABLE FROM ABOVE GRADE WITH NO DIGGING. THE OUTLET SHALL ALSO BE BRONZE TO BRONZE DESIGN. THE SEAT RING ALSO BE BRONZE AND BE 1 1/2" NST. FLUSH VALVES SHALL BE LOCKABLE TO PREVENT UNAUTHORIZED USE AS MANUFACTURED BY KUPPERLE FOUNDRY CO, ST., LOUIS, MO. OR APPROVED EQUAL.



W-11 CAST IRON METER COVER



W-6 2" METER SERVICE

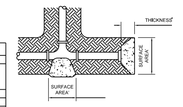
1.) 4" x 2" DOUBLE STRAP BRASS SADDLE
2.) 2" BALL CORP., MIPX C.T.S.
3.) 2" TYPE "K" COPPER PIPE (OPTION 1) OR 2" INSE RTE TYPE "K" (OPTION 1) OR POLYETHYLELNE TUBING (OPTION 2)
4.) 2" BRASS ANGLE STOP
5.) WATER METER BY CITY OF MISSION
6.) LARGE C.A. METER BOX

THRUST BLOCK SIZE			
HORIZONTAL BENDS			
DIAMETER OF PIPE IN INCHES	SURFACE AREA SQ. FT.	THICKNESS IN INCHES	WEIGHT AT VERTICAL BENDS/LBS.
22-1/2° BENDS			
6 OR LESS	2	8	1,700
8	3	12	3,000
10	3,5	12	4,500
12	4	14	6,600
14	5	18	9,000
16	6	18	11,800
45° BEND			
6 OR LESS	4	12	3,200
8	5	14	5,600
10	6	18	9,000
12	7	18	13,000
14	8	24	17,000
16	11,5	24	23,200
90° BEND			
6 OR LESS	6	12	6,000
8	8	15	10,700
10	10	18	16,700
12	12	18	24,000
14	18	24	32,500
16	21	24	42,700
TEES & DEAD ENDS			
6 OR LESS	3	12	--
8	4	15	--
10	6	18	--
12	8,5	18	--
14	11,5	24	--
16	15	24	--

NOTE:
ALL VALUES SHOWN ARE MBL FOR A HYDROSTATIC PRESSURE OF 150 P.S.I. AND A SOIL RESISTANCE OF 2,000 LBS. PER SQ.FT. WITH PIPELINE HAVING A MBL OF 3 FT. OF COVER WITH CURB & GUTTER AND A 5 FT. MBL WITHOUT CURB & GUTTER

W-5 THRUST BLOCKS DETAILS

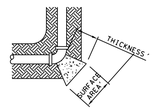
NOTE: SEE THRUST BLOCK SIZE CHART FOR PROPER THICKNESS AND SURFACE AREAS



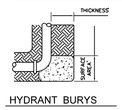
TEES & DEAD ENDS



VERTICAL BENDS



HORIZONTAL BENDS



HYDRANT BURYS

STATE OF TEXAS
JULIO C. CERDA
90524
LICENSED PROFESSIONAL ENGINEER

JULIO C. CERDA, P.E.
LICENSED PROFESSIONAL ENGINEER,
TEXAS LIC. NO. 90524

COST ESTIMATE
WATER DISTRIBUTION: $474,491.00
DRAINAGE IMPROVEMENT: $ 363,425.00
PAVING IMPROVEMENT: $ 604,685.37
SEPTIC TANK (OSSF): $121,500.00
FIRE HYDRANT: $40,500.00
EROSION CONTROL: $23,300.00

PRELIMINARY REVIEW

UTILITY LAYOUT AND ENGINEERING REPORT PART 2

SHEET 4 OF 6

PRINCIPAL CONTACTS:

	NAME	ADRESS	CITY & ZIP	PHONE	FAX
OWNER:	MANUEL CHAPA	1801 MOZELLE ST.	PHARR, TEXAS 78577	(956) 778-3404	
ENGINEER:	JULIO C. CERDA, P.E.	900 S. STEWART RD., STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116
SURVEYOR:	KURT SCHUMACHER, R.P.L.S.	900 S. STEWART RD., STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116

SOUTH TEXAS INFRASTRUCTURE GROUP

900 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (956) 424-3355
FAX: (956) 583-7116
TBPE REG. # 1500

SOUTH TEXAS INFRASTRUCTURE GROUP

DRAINAGE REPORT CAMINO DE ABRAM

PROJECT LOCATION
CAMINO DE ABRAM SUBDIVISION IS A PROPOSED 81 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION LOCATED WITHIN THE CITY OF MISSION 3 ½ MILE EXTRATERRITORIAL JURISDICTION (ETJ), BEING A 62.28 ACRE TRACT OF LAND SITUATED IN NICHOLAS ZAMORA SURVEY, A-76, PORCION 48, HIDALGO COUNTY, TEXAS, OUT OF PORTION A 130.465 ACRE TRACT OF LAND AS DESCRIBED IN IN VOLUME 1178, PAGE 208, OF THE DEED RECORDS, HIDALGO COUNTY, TEXAS, AND LYING WEST OF THE HIDALGO COUNTY IRRIGATION NO. 6 MAIN CANAL, CONVEYED BY SPECIAL WARRANTY DEED TO EVERARDO VILLARREAL DBA E&R CONSTRUCTION AND LIMAS VENTURES, LTD., AS DESCRIBED IN DOCUMENT NUMBER 2775191, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

FLOOD PLAIN
THE PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE 500-YEAR-FLOOD-PLAIN; COMMUNITY PANEL NO. 480334 0290 D, REVISED JUNE 6, 2000.

SOIL CONDTIONS
ACCORING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF 0.2% OF BRENNAN FINE SAND LOAM (3), WITH 0 TO 1 PERCENT SLOPES, 60.6 % OF HIDALGO FINE SANDY LOAM (25), WITH 0 TO 1 PERCENT SLOPES, 16.8 % OF HIDALGO FINE SANDY LOAM (26), 1 TO 3 PERCENT SLOPES, 14.3 % OF HIDALGO SANDY CLAY LOAM (28) WITH 0 TO 1 PERCENT SLOPES, AND 8.1 % OF CUEVITAS-RANDADO COMPLEX (51), WITH 0 TO 3 PERCENT SLOPES. THESE SOILS ARE WELL DRAINED, SURFACE RUNOFF IS NEGLIGIBLE, PERMEABILITY IS MODERATELY HIGH TO HIGH, AND THE WATER CAPACITY IS HIGH. THIS SOIL IS LISTED IN HYDROLOGIC GROUP B. SEE APPENDIX C.

EXISTING CONDITIONS
THE SUBJECT PROPERTY IS CURRENTLY UNDEVELOPED. TOPOGRAPHIC ELEVATIONS OBTAINED FROM THE SITE INDICATE THAT THE EXISTING TERRAIN HAS A VERY SLIGHT GRADE APPROXIMATELY (0-0.8%). IN ACCORDANCE WITH THE DRAINAGE POLICIES OF THE CITY OF MISSION AND COUNTY OF HIDALGO, THE RATIONALE METHOD, 10-YEAR FREQUENCY STORM EVENT WAS UTILIZED TO DETERMINE THE EXISTING STORM WATER RUNOFF FOR THIS SITE. THE TOTAL CONTRIBUTING 10-YEAR EXISTING STORM WATER RUNOFF FROM THIS SITE IS APPROXIMATELY 47.95 CFS.

PROPOSED CONDITIONS
THE PROPOSED DRAINAGE SYSTEM SHALL CONSIST ON THE INSTALLATION OF AN INTERNAL STORM SEWER SYSTEM WITH INLETS IN THE STREET TO COLLECT SURFACE RUNOFF FROM LOTS AND STREET. THIS SYSTEM WILL HAVE PIPE SIZES RANGING FROM 24" TO 36". AND WILL ONLY HAVE ONE OUTFALL LOCATED IN LOTS 30, 31, 32, 33, AND 34, OF BLOCK 1, TEXAN GARDENS SUBDIVISION.
IN ACCORDANCE WITH THE CITY OF MISSION AND COUNTY OF HIDALGO DRAINAGE POLICY, THE PEAK RATE FOR RUNOFF FOR THIS DEVELOPMENT WILL BE MITIGATED TO THE EXISTING 10-YEAR STORM WATER RUNOFF. THE PEAK RATE WILL BE 108.26 CFS WHICH WILL GIVE US A NET INCREASE OF 60.31 CFS. A TOTAL OF 263,711 CUBIC-FEET, OR 6.054 ACRE-FEET OF STORM WATER RUNOFF WILL BE REQUIRED TO BE DETAINED. AS PER RANCHO EL POTRERO SUBDIVISION DRAINAGE REPORT, THESE 6.054 ACRE-FEET WILL BE DETAINED ON THE 6.43 ACRE DRAINAGE BASIN LOCATED ON THE EAST SIDE OF RANCHO EL POTRERO SUBDIVISION WITH A CAPACITY OF 80 ACRE-FEET.

JULIO C. CERDA, P.E. DATE

CAMINO DE ABRAM SUBDIVISION PH I

BEING A 62.28 ACRE TRACT OF LAND SITUATED IN NICHOLAS ZAMORA SURVEY, A-76, PORCION 48, HIDALGO COUNTY, TEXAS, OUT OF A 243.51 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 1178, PAGE 208, OF THE DEED RECORDS, HIDALGO COUNTY, TEXAS

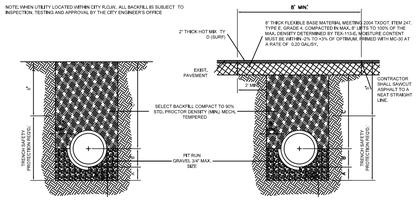
0' 100' 200' 300'
SCALE 1" = 100' (24" X 36")

LEGEND:
- CHAIN LINK FENCE
- SET # 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."
- FOUND IRON ROD
- WOOD FENCE
- EXISTING PAVEMENT
- PROPOSED WATER METER (W)
- OVERHEAD ELECTRIC — OHE —



MATCH LINE STA. 22+00.00 (ALIGNMENT "2")

NOTE: WHEN UTILITY LOCATED WITHIN CITY R.O.W.: ALL BACKFILLS SUBJECT TO INSPECTION, TESTING AND APPROVAL BY THE CITY ENGINEER'S OFFICE



STANDARD PIPE BEDDING

UNDER EXISTING PAVEMENT OR PROP. PAVEMENT

A, GRAVEL (3/4" MAX. SIZE) BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE, (MIN. THICKNESS 4").

B, GRAVEL BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE, (4" LIFTS, MECH, TAMPED).

C, FILL TRENCH W/SELECT BACKFILL (FB-2D), W/12" LIFTS COMPACT TO 95% STD. PROCTOR

FOUNDATION PREPARATION (WELLPOINTS, GRAVEL AND/OR CEMENT STABILIZATION OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

A, GRAVEL (3/4" MAX. SIZE) BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE, (MIN. THICKNESS 4").

B, GRAVEL BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE, (4" LIFTS, MECH, TAMPED).

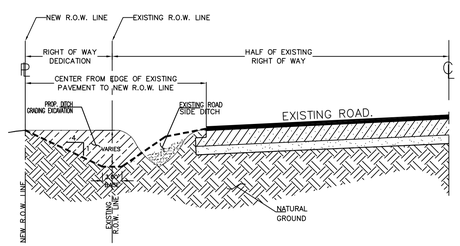
C, FILL TRENCH W/SELECT BACKFILL (FB-2D), W/12" LIFTS COMPACT TO 95% STD. PROCTOR

FOUNDATION PREPARATION (WELLPOINTS, GRAVEL AND/OR CEMENT STABILIZATION OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

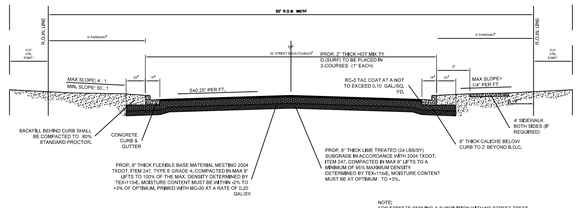
BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

NOTE: ALL EXISTING STREET CROSSINGS SHALL REQUIRE SAND BACKFILL OF ENTIRE TRENCH.

D-8 STANDARD PIPE BEDDING - DETAILS



RECONSTRUCTION OF ROAD SIDE DITCH



NOTE:
FOR STREETS SERVING A SUBDIVISION WITH NO STREET TREES (LESS THAN 16 LOTS).

FLEXIBLE BASE (TYPE E GRADE 4) SHALL CONFORM TO THE FOLLOWING REQUIREMENTS, PRIOR TO THE ADDITION OF LIME:

Retained on Sq. Sieve	Percent Required
2"	0
¾"	30-60
No. 4	40-75
No. 40	70-90
Max. PI	15
Max. Wet Ball PI	15
Max Ball Mill Mas Amount	50

P-1 MINOR RESIDENTIAL STREET SECTION (32' BB - 50' R.O.W.) - DETAIL

PRELIMINARY REVIEW

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MANUEL CHAPA	1801 MOZELLE ST.	PHARR, TEXAS 78577	(956) 778-3404	
ENGINEER:	JULIO C. CERDA, P.E.	900 S. STEWART RD., STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116
SURVEYOR:	KURT SCHUMACHER, R.P.L.S.	900 S. STEWART RD., STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116

SOUTH TEXAS INFRASTRUCTURE GROUP
900 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (956) 424-3355
FAX: (956) 583-7116
TBPE REG. # 1500

SOUTH TEXAS INFRASTRUCTURE GROUP

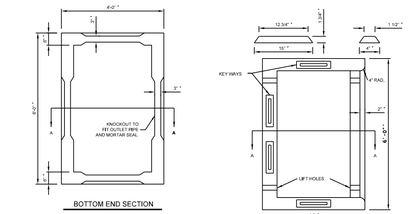
STATE OF TEXAS
JULIO C. CERDA
90524
LICENSED PROFESSIONAL ENGINEER

JULIO C. CERDA, P.E.
LICENSED PROFESSIONAL ENGINEER,
TEXAS LIC. NO. 90524

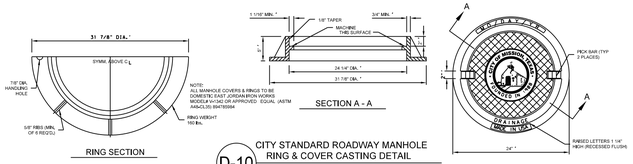
PAVING LAYOUT AND DRAINAGE DESIGN PART 1
SHEET 5 OF 6

CAMINO DE ABRAM SUBDIVISION PH I

BEING A 62.28 ACRE TRACT OF LAND SITUATED IN NICHOLAS ZAMORA SURVEY, A-76, PORCION 48, HIDALGO COUNTY, TEXAS, OUT OF A 243.51 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 1178, PAGE 208, OF THE DEED RECORDS, HIDALGO COUNTY, TEXAS



D-1 PRECAST TYPE "A" INLET



D-10 CITY STANDARD ROADWAY MANHOLE RING & COVER CASTING DETAIL

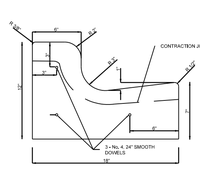
MATCH LINE STA. 22+00.00 (ALIGNMENT "2")

0' 100' 200' 300'

SCALE 1" = 100' (24" X 36")

LEGEND:

- CHAIN LINK FENCE
- SET # 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."
- FOUND IRON ROD
- WOOD FENCE
- EXISTING PAVEMENT
- PROPOSED WATER METER (W)
- OVERHEAD ELECTRIC — OHE —



GENERAL NOTES:

1. CONCRETE SHALL BE 3000 P.S.I. COMPRESSIVE STRENGTH AT 28 DAY.

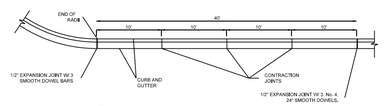
2. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED IN ACCORDANCE w/ TEXAS DEPARTMENT OF TRANSPORTATION ITEM MATERIAL MATERIALS SPECIFICATION 526-4650. CONSIDERED INCIDENTAL TO CONCRETE WORK.

3. 1/2" EXPANSION JOINTS REQUIRED AT 40' c.c. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' c.c.

4. EXPANSION JOINTS SHALL HAVE 1/2 EXPANSION JOINT MATERIAL AND 3 No. 4, 24" SMOOTH DOWEL BARS COATED TO PREVENT BOND.

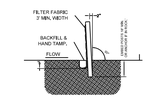
CURB AND GUTTER DETAIL

NOT TO SCALE



P-2 TYPICAL JOINTS

NOT TO SCALE



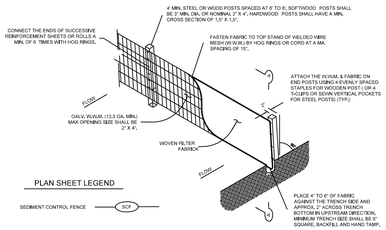
GENERAL NOTES

1. THE GUIDELINES SHOW HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A 2 YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.

SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 100 GPM/FT., SEDIMENT CONTROL FENCE IS NOT RECOMMENDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN 2 ACRES.



PLAN SHEET LEGEND

SEDIMENT CONTROL FENCE — SCF

P-15 TEMPORARY SEDIMENT CONTROL FENCE - DETAILS

STATE OF TEXAS
JULIO C. CERDA
90524
LICENSED PROFESSIONAL ENGINEER

JULIO C. CERDA, P.E.
LICENSED PROFESSIONAL ENGINEER,
TEXAS LIC. NO. 90524

PRELIMINARY REVIEW

PAVING LAYOUT AND DRAINAGE DESIGN PART 2

SHEET 6 OF 6

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MANUEL CHAPA	1801 MOZELLE ST.	PHARR, TEXAS 78577	(956) 778-3404	
ENGINEER:	JULIO C. CERDA, P.E.	900 S. STEWART RD., STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116
SURVEYOR:	KURT SCHUMACHER, R.P.L.S.	900 S. STEWART RD., STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116

SOUTH TEXAS INFRASTRUCTURE GROUP
900 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (956) 424-3355
FAX: (956) 583-7116
TBPE REG. # 1500

SOUTH TEXAS INFRASTRUCTURE GROUP

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 6-27-2017

PROPOSED **EDUARDO'S NO. 15** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **IZAGUIRRE ENGINEERING GROUP** DEVELOPER: **DIANA LAURA IZAGUIRRE**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **24** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST OF TROSPER ROAD APPROXIMATELY ¼ MILE NORTH OF 3 MILE NORTH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **MISSION** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **4-04-2017** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY A STORM SEWER PIPE SYSTEM, DISCHARGING TO THE EXISTING DRAIN DITCH ABUTTING THE WEST LOT LINE OF THIS PROPOSED SUBDIVISION. DETENTION WILL BE ACCOMPLISHED BY WIDENING OF THE EXISTING DITCH.**

ROAD R.O.W. DEDICATION: **NO ADDITIONAL R.O.W.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **4-05-2017** BY, **VICTOR GALLARDO, PCT. 3** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **5-30-2017** BY, ENVIRONMENTAL HEALTH DIVISION MANAGER
SEWER SYSTEM: ☒SANITARY SEWER BY: **CITY OF MISSION** LINE SIZE: **8"** LOCATION: **MARIA BONITA DR.**

WATER SERVICE PROVIDER: **S.W.S.C** LINE SIZE: **8"** LOCATION: **MARIA BONITA DR.**

H.C.E.O.C.PRELIMINARYAPPROVAL DATE: **5-30-2017** : BY **MARTIN RAMIREZ** ENVIRONMENTAL COMPLIANCE COORDINATOR
☒**LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **MISSION**.
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

METES AND BOUNDS

A 6.64 ACRE TRACT OF LAND (DEED RECORD: 6.61 ACRES) OUT OF LOT 34–3, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2257243, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND ON THE EAST LINE OF LOT 34–3 AND ON THE SOUTH LINE OF THE DIANA IZAGUIRRE TRACT (A 10.0 ACRE TRACT OF LAND OUT OF LOTS 34–3 AND 34–4, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2682396 AND 2682397, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE NORTHWEST CORNER OF JENNA ESTATES SUBDIVISION (RECORDED IN VOLUME 26, PAGE 108A, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT, SAID ROD BEARS S 81°21' E, 1,320.00 FEET AND S 08°39' W, 617.06 FEET FROM THE NORTHWEST CORNER OF LOT 34–3.

THENCE; S 08°39' W, ALONG THE EAST LINE OF LOT 34–3 AND THE WEST LINE OF JENNA ESTATES SUBDIVISION, A DISTANCE OF 660.12 FEET (DEED RECORD: 659.50 FEET) TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF A UNITED IRRIGATION DISTRICT CANAL RIGHT OF WAY FOR THE SOUTHEAST CORNER OF LOT 34–3, THE SOUTHWEST CORNER OF JENNA ESTATES SUBDIVISION AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°21' W, ALONG THE SOUTH LINE OF LOT 34–3 AND THE NORTH LINE OF SAID UNITED IRRIGATION DISTRICT CANAL RIGHT OF WAY, A DISTANCE OF 332.81 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF A 150.00 FOOT UNITED IRRIGATION DISTRICT CANAL AND DRAIN DITCH RIGHT OF WAY FOR THE SOUTHWEST CORNER OF THIS TRACT.

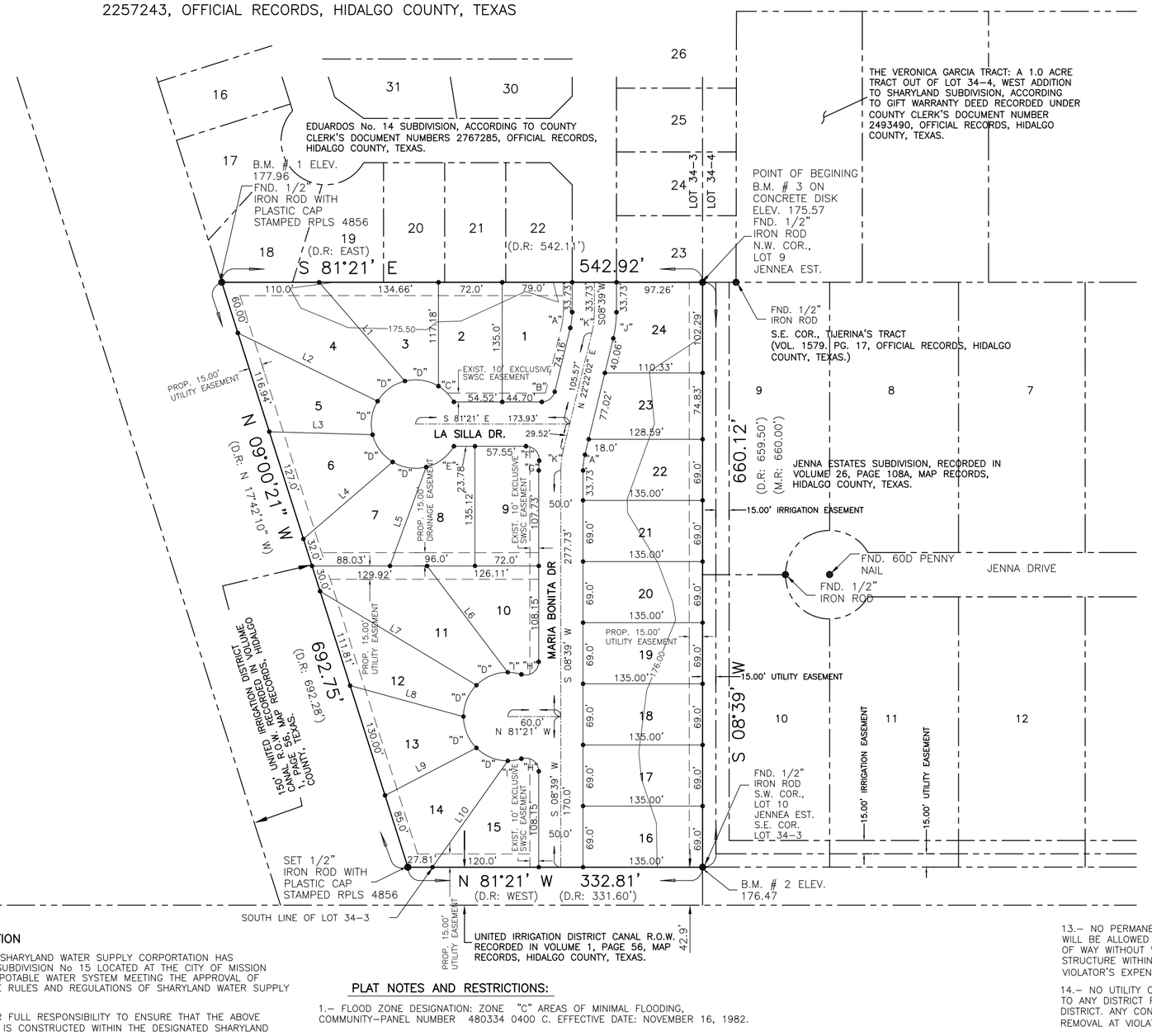
THENCE; N 09°00'21" W (DEED RECORD: N 17°42'10" W), ALONG THE EAST LINE OF SAID 150.00 FOOT UNITED IRRIGATION DISTRICT CANAL AND DRAIN DITCH RIGHT OF WAY, A DISTANCE OF 692.75 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF THE DIANA IZAGUIRRE TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°21' E, (DEED RECORD: EAST), ALONG THE SOUTH LINE OF THE DIANA IZAGUIRRE TRACT, A DISTANCE OF 542.92 FEET (DEED RECORD: 542.11 FEET) TO THE POINT OF BEGINNING AND CONTAINING 6.64 ACRES OF LAND MORE OR LESS.

SUBDIVISION PLAT OF
EDUARDOS SUBDIVISION No. 15

A 6.64 ACRE TRACT OF LAND (DEED RECORD: 6.61 ACRES) OUT OF LOT 34–3, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2257243, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

SCALE 1" = 100'





LOCATION MAP SCALE= 1":2000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

EDUARDO'S SUBDIVISION No.15 IS LOCATED IN WEST HIDALGO COUNTY, APPROXIMATELY 1280.0 FEET NORTH OF MILE 3 NORTH ROAD (FM 1924) AND APPROXIMATELY 1300.0 FEET WEST OF TROSPER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 83,394). EDUARDO'S SUBDIVISION No.15 LIES APPROXIMATELY 0.25 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY OF MISSION'S FIVE–MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PCT. NO. 3.

PLANNING & ZONING COMMISSION ACKNOWLEDGMENT

THIS PLAT OF EDUARDO'S SUBDIVISION No. 15 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20___.

_____
CHAIRMAN

CITY OF MISSION CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EDUARDO'S SUBDIVISION No. 15 WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

_____ _____
MAYOR OF CITY OF MISSION DATE

ATTEST: _____ _____
CITY SECRETARY DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, DIANA LAURA IZAGUIRRE, OWNER OF THE 6.64 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EDUARDO'S SUBDIVISION No.15, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
DIANA LAURA IZAGUIRRE DATE
LAS DIANAS LAND DEVELOPMENT, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared DIANA LAURA IZAGUIRRE proved to me through her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2017.

DAISY BONILLA
MY COMMISSION EXPIRES
August 02, 2017

_____
NOTARY PUBLIC– STATE OF TEXAS

THIS PLAT IS HEREBY APPROVED BY UNITED DISTRICT ON THIS THE _____ DAY OF _____, 2017.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON UNITED IRRIGATION DISTRICT RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE WHETHER SHOWN OR NOT.

ATTEST: _____ _____
PRESIDENT SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the EDUARDO'S SUBDIVISION No. 15 was reviewed and approved by the Hidalgo County Commissioners Court on _____ . _____.

_____ _____
Hidalgo County Judge date

ATTEST: _____ _____
Hidalgo County Clerk date

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL SESIN P.E., C.F.M. Date
General Manager

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

NOTE:
SHARYLAND WATER SUPPLY CORPORATION

I, SHERILYN DAHLBERG, HEREBY CERTIFY THAT SHARYLAND WATER SUPPLY CORPORATION HAS WATER INFRASTRUCTURE FOR THE EDUARDO'S SUBDIVISION No 15 LOCATED AT THE CITY OF MISSION IN HIDALGO COUNTY, TEXAS, SUBJECT TO THE POTABLE WATER SYSTEM MEETING THE APPROVAL OF OF THE DESIGN ENGINEER AND ALL APPLICABLE RULES AND REGULATIONS OF SHARYLAND WATER SUPPLY AND LOCAL, STATE, AND FEDERAL AGENCIES.

DEVELOPER AND DESIGN ENGINEER SHALL BEAR FULL RESPONSIBILITY TO ENSURE THAT THE ABOVE REFERENCED POTABLE WATER INFRASTRUCTURE IS CONSTRUCTED WITHIN THE DESIGNATED SHARYLAND WATER SUPPLY CORPORATION EASEMENT.

_____ _____
SHERILYN DAHLBERG DATE
GENERAL MANAGER
SHARYLAND WATER SUPPLY CORPORATION

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
GILBERTO A. GRACIA
62477
REGISTERED
PROFESSIONAL ENGINEER

_____
GILBERTO A. GRACIA
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE EDUARDO'S SUBDIVISION No.15, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____

STATE OF TEXAS
ALFONSO QUINTANILLA
4856
PROFESSIONAL LAND SURVEYOR

_____ _____ _____
ALFONSO QUINTANILLA DATE
R.P.L.S. No. 4856

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "C" AREAS OF MINIMAL FLOODING, COMMUNITY–PANEL NUMBER 480334 0400 C. EFFECTIVE DATE: NOVEMBER 16, 1982.

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 1 – 24.

3.– MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4.– LEGEND –● DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

5.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.– MINIMUM BUILDING SETBACK LINES:
FRONT .....25.00'
FRONT GARAGE.....18.00'
REAR.....15.00'
SIDE.....6.00'
SIDE CORNER.....10.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES

7.– DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 10.788 CUBIC FEET (0.2477 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.4.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. B.M. 1 ELEV. 177.96 AT A IRON ROD LOCATED ON THE NORTHWEST CORNER OF THIS DEVELOPMENT N.A.V.D. 88 DATUM.
B.M. 2 ELEV. 176.47 AT A IRON ROD LOCATED AT THE SOUTHEAST CORNER OF THIS DEVELOPMENT. N.A.V.D. 88 DATUM.
B.M. 3 ON CONCRETE DISK ELEV. 175.57 AT THE NORTHEAST CORNER OF LOT 24. N.A.V.D. 88 DATUM.

10.– EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11.– ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT ITS EXPRESS WRITTEN APPROVAL.

12.– NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM UNITED IRRIGATION DISTRICT.

13.– NO PERMANENT STRUCTURE, UTILITY POLE, HOLE, WALL, FENCE, DRIVEWAY OR ROAD WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY UNITED IRRIGATION DISTRICT. ANY UNAUTHORIZED STRUCTURE WITHIN THE EASEMENT BOUNDARY IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE..

14.– NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM UNITED IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE..

15. THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 3/4" METER.

16. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

17.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE.

18.– LOT 1 & 9 SHOULD HAVE ACCESS ONLY FROM LA SILLA DR.

19.– LOTS 10 & 15 SHALL ONLY HAVE ACCESS FROM MARIA BONITA DR. NOT FROM CUL–DE–SAC.

INDEX OF SHEETS

SHEET 1.– HEADING; INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; SWSC CERTIFICATION; AND CITY PLANING AND ZONING CERTIFICATION; REVISION NOTES.

SHEET 2.– WATER DISTRIBUTION ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT.

SHEET 3.– DETAIL SHEET

SHEET 4.– SEWER DISTRIBUTION SHEET

SHEET 5.– PAVING DISTRIBUTION AND DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION; VALLEY GUTTER SECTION.

CURVE	DELTA	RADIUS	LENGTH
"A"	13°43'02"	75.00'	17.96'
"B"	76°16'58"	15.00'	19.97'
"C"	28°54'32"	50.00'	22.23'
"D"	45°00'00"	50.00'	39.27'
"E"	46°05'28"	50.00'	40.22'
"F"	95°04'37"	15.00'	24.89'
"G"	05°04'37"	125.00'	11.08'
"H"	107°55'13"	15.00'	28.25'
"I"	17°55'13"	50.00'	15.64'
"J"	13°43'02"	125.00'	29.93'
"K"	13°43'02"	100.00'	23.94'

LOT No.	AREA (S.F.)	AREA (AC)
1	9596.27	0.220
2	9537.84	0.219
3	9623.95	0.221
4	13908.99	0.319
5	9546.29	0.219
6	9432.52	0.217
7	9251.74	0.212
8	9251.04	0.212
9	9691.07	0.226
10	9691.55	0.226
11	13478.07	0.309
12	10028.36	0.230
13	9361.57	0.215
14	9390.25	0.216
15	9324.78	0.214
16–21	9315.00	0.214
22	9227.68	0.212
23	8938.95	0.205
24	10307.83	0.237

LINE DATA TABLE

DATA	BEARING	LENGTH
L1	N 32°19'37" W	147.64'
L2	N 55°20'26" W	175.61'
L3	N 79°40'32" W	116.68'
L4	S 57°55'24" W	133.05'
L5	S 28°47'46" W	118.86'
L6	N 28°33'31" W	150.67'
L7	N 50°21'33" W	205.98'
L8	N 66°06'44" W	132.68'
L9	S 71°11'23" W	116.34'
L10	S 43°57'40" W	147.05'

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	DIANA LAURA IZAGUIRRE	7413 N. LA HOMA RD	MISSION, TEXAS 78574	(956)240–3246	(956)585–0190
ENGINEER:	GILBERTO A. GRACIA	7413 N. LA HOMA	MISSION, TEXAS 78574	(956)584–0554	(956)584–0190
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TEXAS 78539	(956)381–6480	(956)381–0527

SHEET NO. 1 OF 5 SHEETS

FILENAME : K:\PROJECT\SUBDIVISIONS\EDUARDO'S No.15\PLAT

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
Oct 15, 2016	M.G.	D. L. L.	G.A.G.
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
March 5, 2017	J.G.	G.A.G.	G.A.G.

NO.	SHEET	REVISION	DATE	APPROVED

IZAGUIRRE ENGINEERING GROUP, LLC.

7413 N. LA HOMA
MISSION TX, 78574

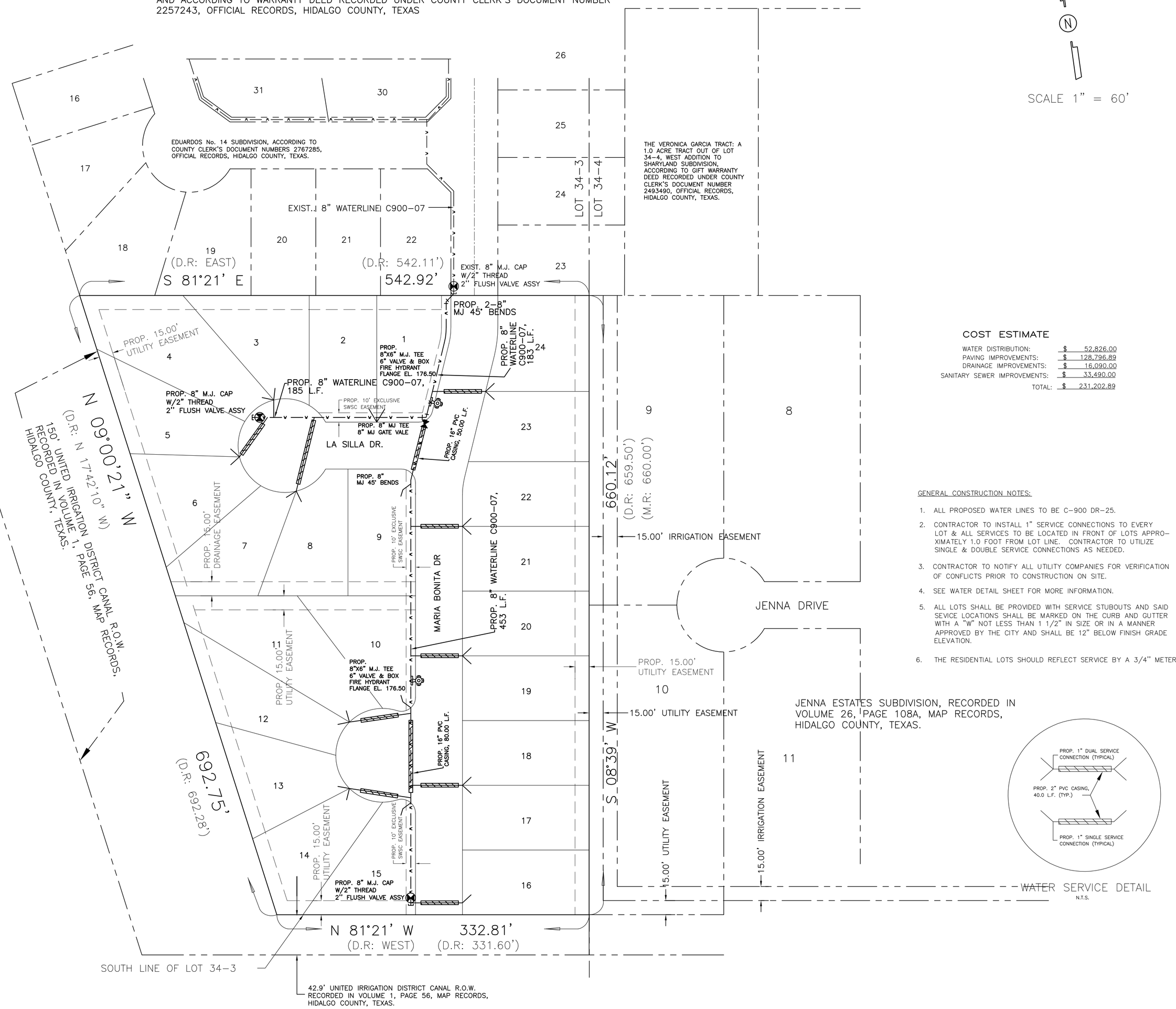
CONSULTING ENGINEERS
F–10214

TEL. (956) 584–0554
FAX. (956) 584–0554

ALL WATERLINE CONSTRUCTION SHALL REFERENCE SHARYLAND WATER SUPPLY COMPANY CONSTRUCTION STANDARDS. CONTRACTOR SHALL REFERENCE SHARYLAND WATER SUPPLY COMPANY STANDARD DETAILS WHENEVER CONFLICTS ARISE.

EDUARDOS SUBDIVISION No. 15
MAP OF WATER DISTRIBUTION

A 6.64 ACRE TRACT OF LAND (DEED RECORD: 6.61 ACRES) OUT OF LOT 34-3, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2257243, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS



COST ESTIMATE

WATER DISTRIBUTION:	$ 52,826.00
PAVING IMPROVEMENTS:	$ 128,796.89
DRAINAGE IMPROVEMENTS:	$ 16,090.00
SANITARY SEWER IMPROVEMENTS:	$ 33,490.00
TOTAL:	$ 231,202.89

GENERAL CONSTRUCTION NOTES:

1. ALL PROPOSED WATER LINES TO BE C-900 DR-25.
2. CONTRACTOR TO INSTALL 1" SERVICE CONNECTIONS TO EVERY LOT & ALL SERVICES TO BE LOCATED IN FRONT OF LOTS APPROXIMATELY 1.0 FOOT FROM LOT LINE. CONTRACTOR TO UTILIZE SINGLE & DOUBLE SERVICE CONNECTIONS AS NEEDED.
3. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF CONFLICTS PRIOR TO CONSTRUCTION ON SITE.
4. SEE WATER DETAIL SHEET FOR MORE INFORMATION.
5. ALL LOTS SHALL BE PROVIDED WITH SERVICE STUBOUTS AND SAID SEVICE LOCATIONS SHALL BE MARKED ON THE CURB AND GUTTER WITH A "W" NOT LESS THAN 1 1/2" IN SIZE OR IN A MANNER APPROVED BY THE CITY AND SHALL BE 12" BELOW FINISH GRADE ELEVATION.
6. THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 3/4" METER.

FINAL ENGINEERING REPORT FOR EDUARDO'S SUBDIVISION No. 15:
BY GILBERTO A. GRACIA

WATER SUPPLY: Description and Costs.

WATER SUPPLY:
EDUARDO'S SUBDIVISION No. 15 WILL BE PROVIDED WITH POTABLE WATER BY THE WATER COMPANY OF SHARYLAND WATER SUPPLY COMPANY (S.W.S.C.).P THE SUBDIVIDER AND COMPANY S.W.S.C. SIGNED A CONTRACT BY WHICH,THE SUBDIVISION WILL RECEIVE SUFFICIENT WATER PROVISION FOR AT LEAST 30 YEARS AND S.W.S.C. HAS PROVIDED SUFFICIENT DOCUMENTATION TO ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

S.W.S.C. HAS AN EXISTING 8" DIAMETER LINE RUNNING ALONG THE WEST SIDE OF MARIA BONITA DRIVE.

THE WATER SYSTEM FOR EDUARDO'S SUBDIVISION No. 15 CONSISTS OF A 8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING LINE OF 8" DIAMETER THAT RUNS ALONG THE WEST SIDE OF MARIA BONITA DRIVE. THE PROPOSED 8" DIAMETER LINE RUNS TOWARDS THE SOUTH APPROXIMATELY 660 FEET ON THE WEST SIDE OF MARIA BONITA DRIVE ENDING AT A 2" FLUSH VALVE, THERE IS ALSO A PROPOSED 8" DIAMETER LINE THAT CONNECTS INTO THE PROPOSED 8" WATERLINE AT THE SOUTHEAST CORNER OF LOT 1 THEN RUNS WEST APPROXIMATELY 185 FEET ON THE NORTH SIDE OF LA SILLA DRIVE ENDING AT A 2" FLUSH VALVE.

FROM THE 8" DIAMETER WATER LINE, TEN (10) DOUBLE SERVICES OF 1" AND FOUR (4) SINGLE SERVICE OF 1" OF DIAMETER ARE COMING OUT OF THIS LINE. SAID SERVICES TERMINATE AT THE WATER METERS OF EACH LOT FOR A TOTAL OF TWENTY-FOUR (24) WATER SERVICES. THE 8" DIAMETER LINE, THE DOUBLE SERVICES LINES, THE SINGLE SERVE LINES, AND THE WATER METER BOXES WILL BE INSTALLED AT A TOTAL COST OF $52,826.00 OR $2,201.08 PER LOT. IN ADDITION THE SUBDIVIDER WILL PAY S.W.S.C. THE AMOUNT OF $25,671.84 WHICH COVERS THE $1,069.66 COST PER LOT STATED IN THE 30 YR WATER SERVICE AGREEMENT, WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUICITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO S.W.S.C. UPON REQUEST BY THE LOT OWNER, S.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 2 FIRE HYDRANTS AT A UNIT COST OF $2,500.00 FOR A TOTAL COST OF $5,000.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY S.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SANITARY SEWAGE DESCRIPTION AND EXPENSES:

EDUARDO'S SUBDIVISION No. 15 SUBDIVISION WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF MISSION, THE SUBDIVIDER AND CITY OF MISSION HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF MISSION HAS PROMISED TO TREATE THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND CITY OF MISSION HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

CITY OF MISSION HAS AN EXISTING 8" DIAMETER SEWER LINE RUNNING ALONG THE EAST SIDE OF THE RIGHT-OF-WAY OF MARIA BONITA DRIVE.

THE SANITARY SEWAGE SYSTEM OF EDUARDO' S SUBDIVISION No. 15 CONSISTS OF A PROPOSED 8" DIAMETER SEWER LINE THAT TAPS INTO THE EXISTING LINE OF 8" DIAMETER THAT RUNS WITHIN THE MARIA BONITA DRIVE ROW. THE PROPOSED 8" DIAMETER LINE RUNS TOWARDS THE SOUTH APPROXIMATELY 625 FEET ENDING AT A MANHOLE IN FRONT OF LOT 16. ANOTHER PROPOSED 8" DIAMMETER LINE CONNECTS AT THE MANHOLE AT THE NORTHWEST CORNER OF LOT 22 AND RUNS TOWARDS THE WEST APPROXIMATELY 230 FEET ON THE SOUTH SIDE OF LA SILLA DRIVE. SANITARY SERVICES TERMINATE AT THE SEWER METERS OF EACH LOT FOR A TOTAL OF TWENTY-FOUR (24) SANITARY SEWER SERVICES.

THE 8" LINE, 4' SERVICE LINE AND FIVE (5) SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $33,490.00 OR $1,395.41 PER LOT. IN ADDITION,

THE SUBDIVIDER HAS PAID CITY OF MISSION THE SUM OF $12,066.72 WHICH COVERS THE $502.78 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF MISSION. THE ENTIRE WASTEWATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY CITY OF MISSION AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $78,497.84 WHICH EQUALS TO $3,270.00 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $45,556.72 WHICH EQUALS TO $1,898.19 PER LOT.

STATE OF TEXAS · GILBERTO A. GRACIA · 62477 · REGISTERED PROFESSIONAL ENGINEER

GILBERTO A. GRACIA–P.E. No. 62477

This seal appearing on this document was authorized by Gilberto A. Gracia, P.E. No. 62477 on the above designated date.

EDUARDO'S SUBDIVISIÓN No. 16.
POR: GILBERTO A. GRACIA

PROVISIÓN DE AGUA: DESCRIPCIÓN, Y GASTOS.

EDUARDO'S SUBDIVISIÓN No. 15 SERÁ PROVISTA DE AGUA POTABLE POR LA COMPAÑÍA DE SHARYLAND WATER SUPPLY COMPANY (S.W.S.C.). EL SUBDIVIDOR Y LA COMPAÑÍA DE AGUA, S.W.S.C FIRMARON UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ PROVISIÓN DE AGUA SUFICIENTE POR LOS PRÓXIMOS 30 AÑOS Y AGUA SUD PRESENTO SUFICIENTE DOCUMENTACIÓN PARA ESTABLECER A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ABASTECIDA PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

S.W.S.C TIENE UNA LÍNEA DE 8" DE DIÁMETRO EXISTENTE, CORRIENDO POR EL LADO OESTE DE LA CALLE MARIA BONITA DRIVE.

EL SISTEMA EXISTENTE DE AGUA PARA EDUARDO'S No. 15 CONSISTE DE UNA LÍNEA DE AGUA DE 8" DE DIÁMETRO QUE SE CONECTA CON LA LÍNEA EXISTENTE DE 8" DE DIÁMETRO QUE CORRE EN EL LADO OESTE DE LA CALLO MARIA BONITA DRIVE, LA LÍNEA PROPUESTA DE 8" DE DIÁMETRO CORRE HACIA EL SUR APROXIMADAMENTE 660 PIES TERMINANDO EN UNA VALVULA DE PURGA DE 2" DE DIAMETRO, TAMBIEN OTRA LÍNEA PROPUESTA DE 8" DE DIAMETRO SE CONECTA EN EL LADO SURESTE DEL LOTE 1 Y CORRE HACIA EL OESTE APROXIMADAMENTE 185 PIES POR EL LADO NORTE DE LA CALLE LA SILLA DRIVE TERMINANDO EN UNA VALVULA DE PURGA DE 2" DE DIAMETRO.

DE LA LÍNEA DE 8" DE DIÁMETRO SE DESPRENDEN DIEZ (10) SERVICIOS DOBLES DE 1" DE DIÁMETRO Y CUATRO (4) SERVICIOS SENCILLOS DE 1" DE DIAMETRO, QUE VAN HACIA LOS MEDIDORES DE CADA LOTE, PARA UN TOTAL DE VEINTICUATRO (24) SERVICIOS DE AGUA. LA LÍNEA DE 8" DE DIÁMETRO, LAS LÍNEAS DE SERVICIOS DOBLES DE 1", Y LAS CAJAS DE LOS MEDIDORES SE INSTALARAN A UN COSTO TOTAL DE US $52,826.00 DE LOS CUALES SE CUBRIÓ US $2,201.08 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN PAGO ADICIONALMENTE A AGUA SUD LA CANTIDAD DE $25,671.84 O $ 1,069.66 POR LOTE DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE QUE CUBRE EL MEDIDOR DE AGUA, (INCLUYENDO COSTOS DE LA INSTALACIÓN DE CADA MEDIDOR, TARIFAS DE CONEXIÓN Y MEMBRESIAS). CUANDO EL DUEÑO DEL SOLAR SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA AGUA SUD INSTALARA EL MEDIDOR SIN COSTO ALGUNO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 2 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 2,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $5,000.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN DE EDUARDO'S SUBDIVISION No. 15 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE LA CIUDAD DE MISSION. EL DUEÑO DE LA SUBDIVISIÓN Y LA CIUDAD DE MISSION HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. LA CIUDAD DE MISSION HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

LA CIUDAD DE MISSION TIENE UNA LINEA EXISTENTE DE 8" DE DIAMETRO CORRIENDO POR EL LADO ESTE DE LA CALLE MARIA BONITA DRIVE.

EL DRENAJE SANITARIO DE EDUARDO'S SUBDIVISIÓN No. 15 CONSISTE DE UNA LÍNEA DE 8" DE DIAMETRO QUE SE CONECTARA A LA LINEA EXISTENTE QUE CORRE DENTRO DEL DERECHO DE VIA DE LA CALLE MARIA BONITA DRIVE. LA LÍNEA PROPUESTA DE 8" DE DIAMETRO CORRE HACIA EL SUR APROXIMADAMENTE 625 PIES TERMINANDO EN UN POZO DE VISITA ENFRENTE DEL LOTE 16. OTRA LÍNEA PROPUESTA DE 8" DE DIAMETRO CONECTA CON LA LINEA PROPUESTA DE 8" DE DIAMETRO EN EL POZO DE VISITA EN LA ESQUINA NOROESTE DEL LOTE 22 Y CORRE HACIA EL OESTE APROXIMADAMENTE 230 PIES POR EL LADO SUR DE LA CALLE LA SILLA DRIVE. DE ESTAS LÍNEAS DE DRENAJE SANITARIO DE 8 PULGADAS VEINTICUATRO (24) LÍNEAS DE SERVICIO DE 4 PULGADAS SERÁN EXTENDIDAS HA CADA LOTE.

LA LÍNEAS DE 8 PULGADAS, DE 4 PULGADAS Y CINCO (5) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $33,490.00 O $1,395.41 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA CIUDAD DE MISSION UN COSTOADDICIONAL DE $12,066.72 O $502.78 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 78,497.84 $ 3,270.74 POR LOTE

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $45,556.72 O $1,898.19 POR LOTE.

STATE OF TEXAS · GILBERTO A. GRACIA · 62477 · REGISTERED PROFESSIONAL ENGINEER

GILBERTO A. GRACIA–P.E. No. 62477

This seal appearing on this document was authorized by Gilberto A. Gracia, P.E. No. 62477 on the above designated date.

PRINCIPAL CONTACTS:

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OWNER:	DIANA LAURA IZAGUIRRE	7413 N. LA HOMA RD	MISSION, TEXAS 78574	(956)240-3246	(956)585-0190
ENGINEER:	GILBERTO A. GRACIA	7413 N. LA HOMA	MISSION, TEXAS 78574	(956)584-0554	(956)584-0190
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TEXAS 78539	(956)381-6480	(956)381-0527

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MISSION TX, 78574

CONSULTING ENGINEERS
F-10214

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FAX. (956) 584-0554

SHEET NO. 2
OF 5 SHEETS

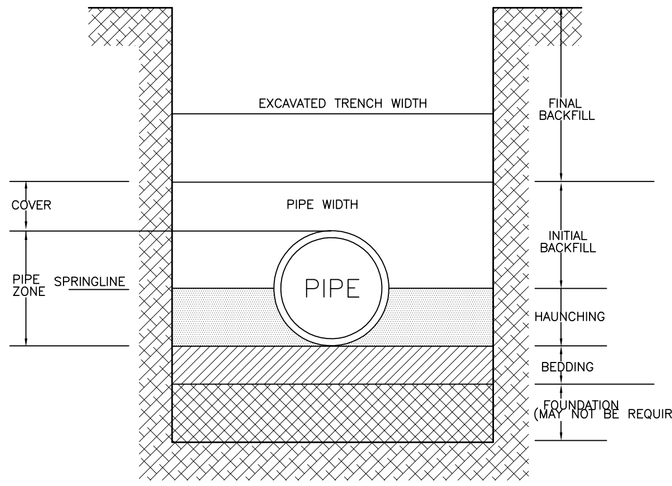
FILENAME :K:\PROJECT\SUBDIVISIONS\EDUARDO'S No.15\EDUARDOS 15 BPLAT-WATER

DATE PREPARED	PREPARED BY	CHECKED BY	
OCT 09 2016	M.G.	D. L. L.	
DATE REVISED	REVISED BY	CHECKED BY	
MAY 05 2017	J.G.	G.A.G.	

NO.	SHEET	REVISION	DATE	APPROVED

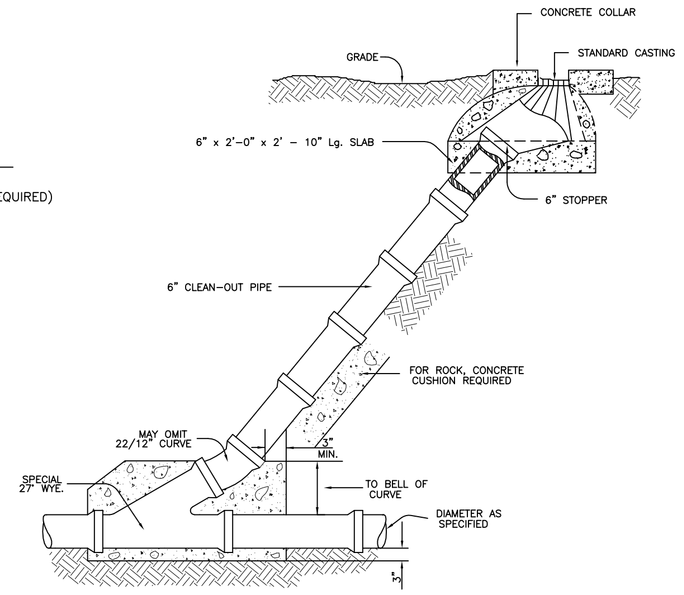
EDUARDOS SUBDIVISION No. 15

DETAIL SHEET



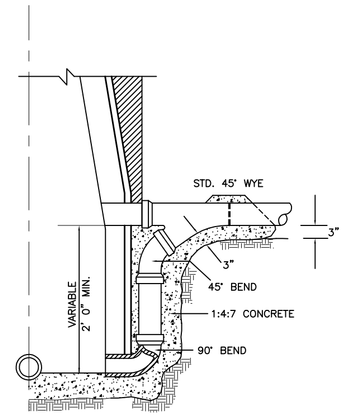
SANITARY SEWER PIPE EMBEDMENT DETAIL

(NOT TO SCALE)



STANDARD CLEAN-OUT

(NOT TO SCALE)

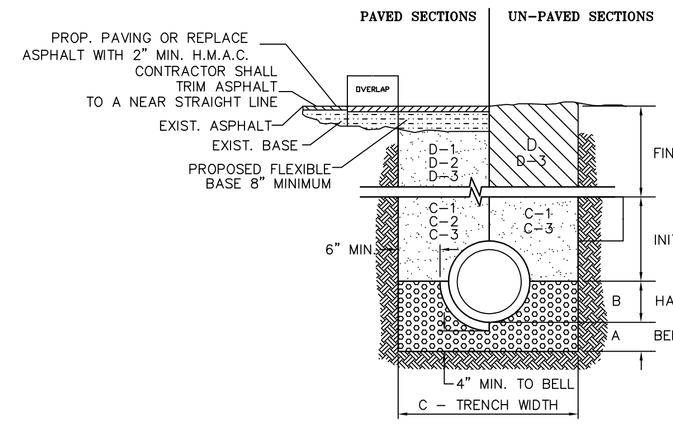


STANDARD
DROP CONNECTION TO MANHOLE

TO BE USED WITH NEW OR EXISTING MANHOLES
(NOT TO SCALE)

THRUST BLOCK SIZE			
DIAMETER OF PIPE INCHES	SURFACE AREA SQ. FT.	THICKNESS INCHES	WEIGHT AT VERTICAL BENDS – LBS
22-1/2° BENDS			
6 OR LESS	2	8	1,700
8	3	12	3,000
10	3.5	12	4,500
12	4	14	6,600
14	5	18	9,000
16	6	18	11,800
45° BENDS			
6 OR LESS	4	12	3,200
8	5	14	5,800
10	6	18	9,000
12	7	18	13,000
14	8	24	17,000
16	11.5	24	23,200
90° BENDS			
6 OR LESS	6	12	6,000
8	8	15	10,700
10	10	18	16,700
12	12	18	24,000
14	18	24	32,600
16	21	24	42,700
TEES & DEAD ENDS			
6 OR LESS	3	12	—
8	4	15	—
10	6	18	—
12	8.5	18	—
14	11.5	24	—
16	15	24	—

NOTE:
ALL VALUES SHOWN ARE MINIMUM FOR A HYDROSTATIC PRESSURE OF 150 P.S.I. AND A SOIL RESISTANCE OF 2,000 LBS/SQ. FT. WITH PIPE LINE A MINIMUM OF 2 FT. OF COVER



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12". MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

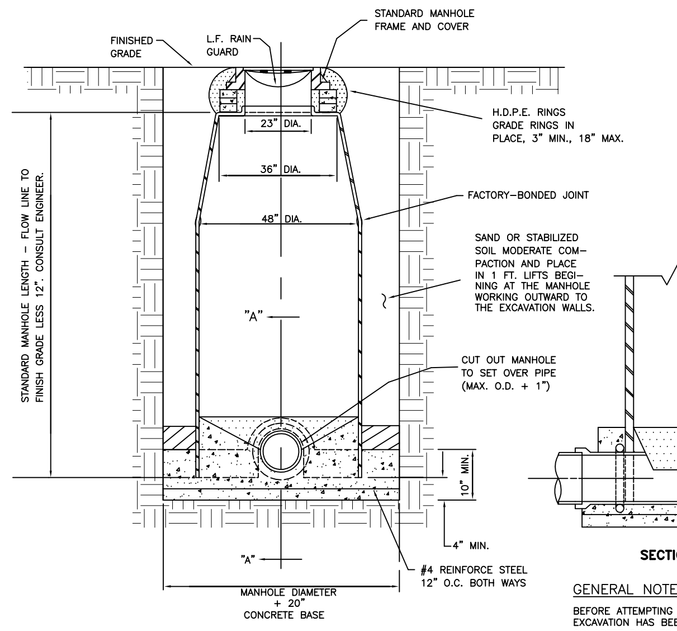
D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% S.P.D. (12" LOOSE LIFT, MECHANICAL COMPACTION).

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS– SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

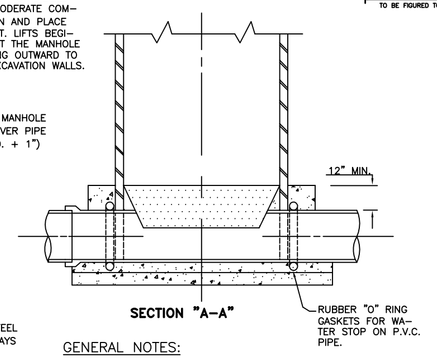
D-3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL. FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

NOTES:
1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D-1 AND D-2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.



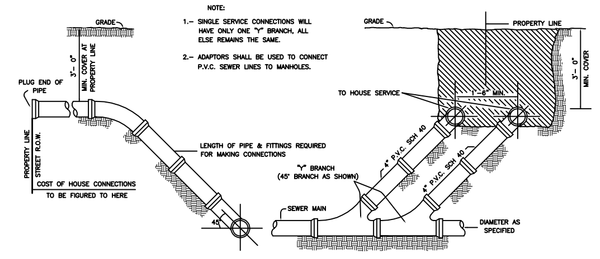
TYP. FIBERGLASS MANHOLE INSTALLATION

(NOT TO SCALE)



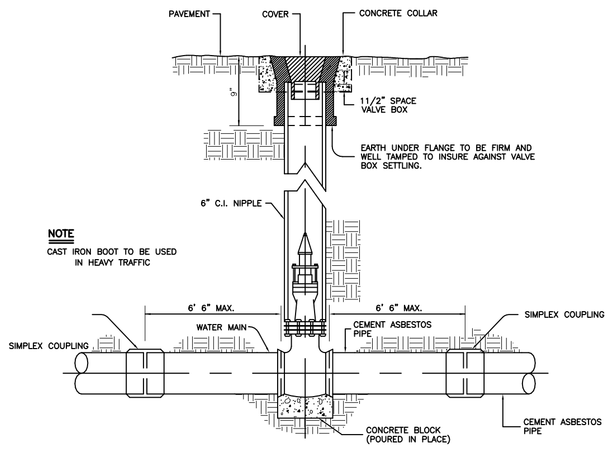
GENERAL NOTES:

BEFORE ATTEMPTING TO INSTALL ANY MANHOLE BE SURE EXCAVATION HAS BEEN SHORED PROPERLY.
CONCRETE BASE TO BE POURED IN PLACE IN TRENCH.
MANHOLE CUT-OUT TO BE MADE AT TIME OF INSTALLATION.
MANHOLE TO BE INSTALLED BY INSERTING INTO WET CONCRETE BASE.
FUTURE CONNECTIONS. IF A SEALANT BETWEEN PIPE AND MANHOLE IS NEEDED USE STAUFFER CHEMICAL "SWS940RTV" SILICONE SEALANT OR EQUAL.



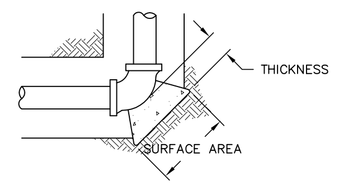
DUAL SEWER SERVICE CONNECTION

(NOT TO SCALE)

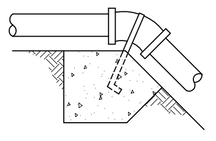


TYPICAL VALVE & BOX INSTALLATION

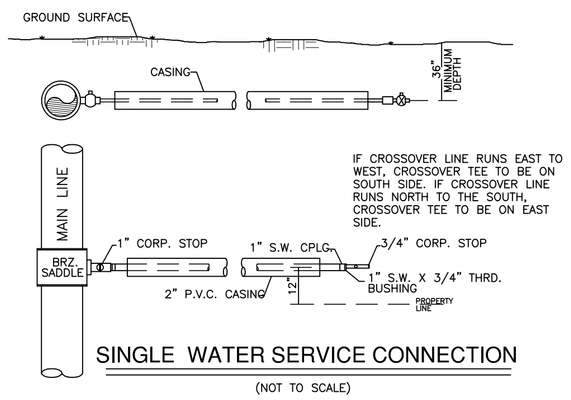
(NOT TO SCALE)



HORIZONTAL BENDS

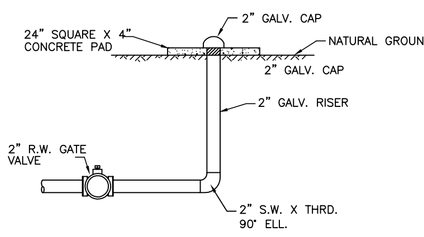


VERTICAL BENDS

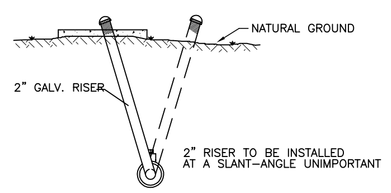


SINGLE WATER SERVICE CONNECTION

(NOT TO SCALE)



SIDE VIEW

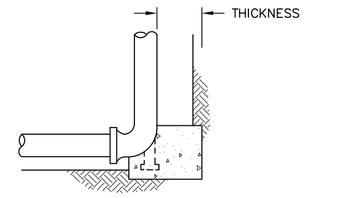


END VIEW

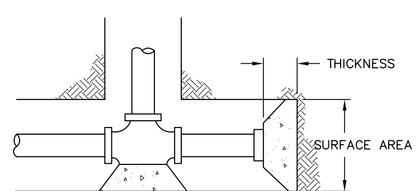
NEW STYLE FLUSH VALVE INSTALLATION

(NOT TO SCALE)

NOTE:
ALL WATER LINES AND SERVICES MUST BE LOCATED ABOVE THE SEWER MAINS AND SERVICES.
WATER LINES AND SEWER LINES SEPARATION DISTANCE AS REQUIRED BY TCEQ.

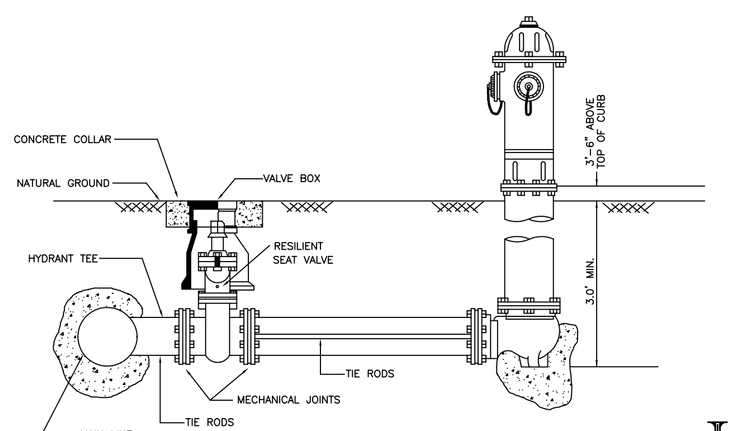


HYDRANT BURYS



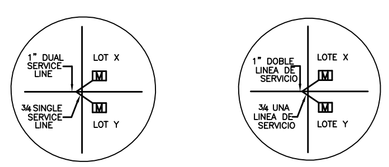
TEES & DEAD ENDS

THRUST BLOCKS DETAIL

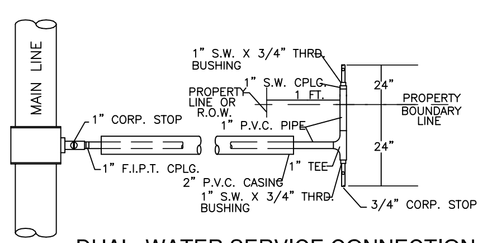


FIRE HYDRANT

(NOT TO SCALE)



EXAMPLE METER SET-UP



DUAL WATER SERVICE CONNECTION

(NOT TO SCALE)

Ⓜ WATER METER BOX
—6" WATER SUPPLY LINE
—SERVICE LINES

Ⓜ CAJA DE MEDIDOR DE AGUA
—6" LINEA DE AGUA
—LINEAS DE SERVICIOS

GILBERTO A. GRACIA– P.E. No. 62477

This seal appearing on this document was authorized by Gilberto A. Gracia, P.E. No. 62477 on the above designated date.

SHEET No. 3 OF 5 SHEETS	FILENAME : K:\PROJECT\SUBDIVISIONS\EDUARDO'S No.15\WATER-DETAIL SHEET			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	JAN 31, 2017.	D.I.	D. L. I.	G.A.G.
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

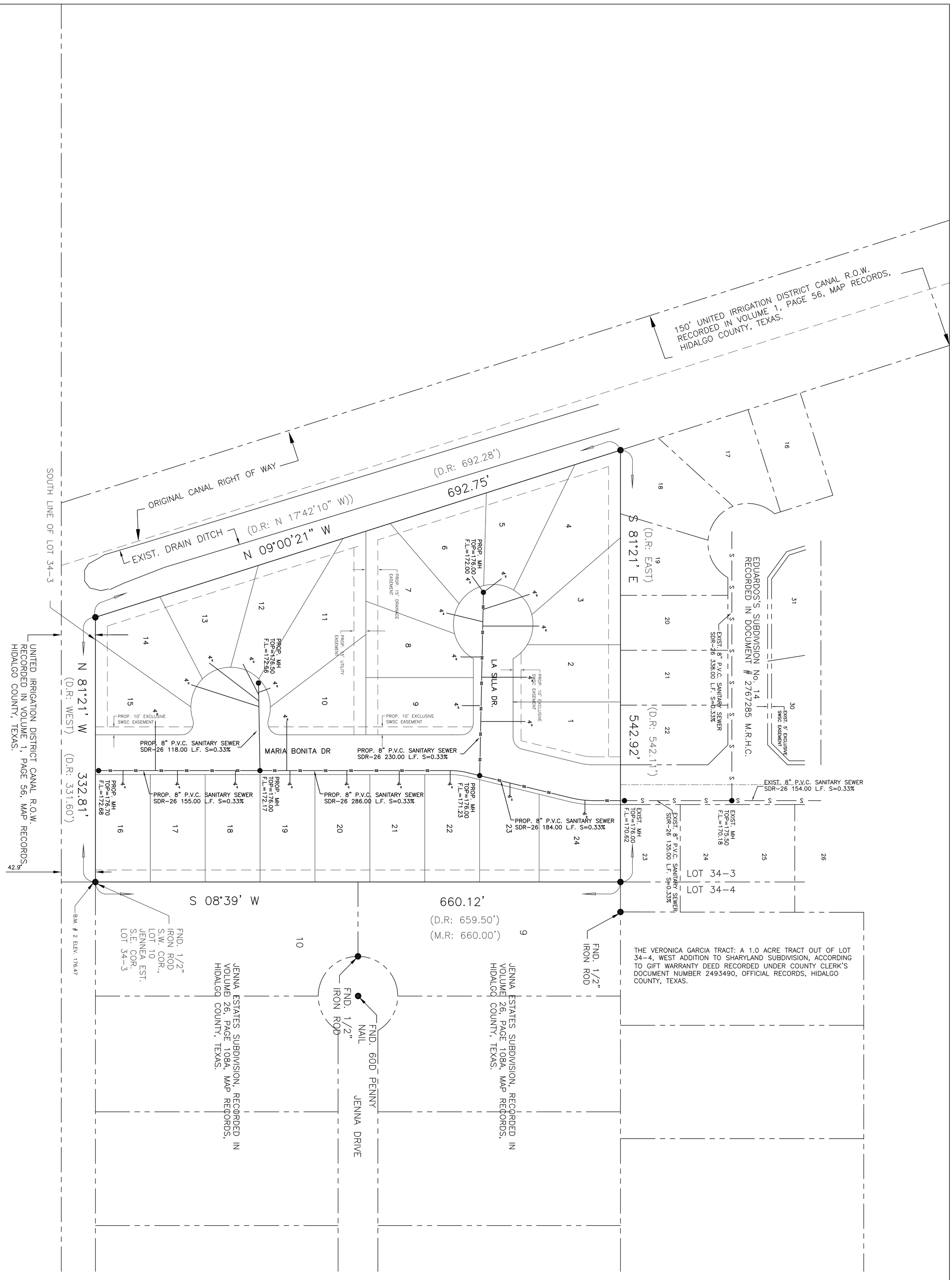
No.	SHEET	REVISION	DATE	APPROVED

IZAGUIRRE ENGINEERING GROUP, LLC.

7413 N. LA HOMA ROAD
MISSION TX, 78574

CONSULTING ENGINEERS
F-10214

TEL. (956) 584-0554
FAX (956) 584-0554



COST ESTIMATE

WATER DISTRIBUTION:	$ 52,826.00
PAVING IMPROVEMENTS:	$ 128,796.89
DRAINAGE IMPROVEMENTS:	$ 16,090.00
SANITARY SEWER IMPROVEMENTS:	$ 33,490.00
TOTAL:	$ 231,202.89

SHEET NO. 4 OF 5 SHEETS

FILENAME - K:\PROJECT\SUBDIVISIONS\EDUARDO'S No. 15\EDUARDOS 15 SEWER			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
OCT. 2016	J.G.	G.A.G.	G.A.G.
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
MARCH 5 2017	J.G.	G.A.G.	G.A.G.

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F-10214

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FAX. (956) 584-0554

EDUARDOS SUBDIVISION No. 15

SANITARY SEWER COLLECTION SYSTEM

PREPARED BY J.G.

CHECKED BY G.A.G.

SHEET 4

DRAINAGE REPORT: BY GILBERTO A. GRACIA.
EDUARDO'S SUBDIVISION No. 15 HIDALGO COUNTY, TEXAS

I. PROJECT LOCATION

THIS SUBDIVISION CONSISTS OF 24 RESIDENTIAL LOTS LOCATED ¼-MILE WEST OF TROSPER ROAD AT THE DEAD END OF WESTSIDE LANE AND SOUTH ON MARIA BONITA DR., WHICH IS LOCATED ½-MILE NORTH OF MILE 3 ROAD (FM1924). SAID SUBDIVISION, LOCATED WITHIN THE CITY OF MISSION'S 2-MILE ETJ IS A 6.64 ACRE TRACT OUT OF LOTS 34-3, WEST ADDITION TO SHARYLAND, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 1, PAGES 56, OF THE HIDALGO COUNTY MAP RECORDS.

II. FLOOD PLAIN

THE SUBJECT TRACT IS LOCATED WITHIN FLOOD ZONE "C" INDICATES: AREAS OF MINIMAL FLOODING. (NO SHADING) IN ACCORDANCE THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 480334 0400 C, MAP REVISED NOVEMBER 16, 1982.

III. SOIL CONDITIONS

A REVIEW OF THE U.S. SOIL CONSERVATION SURVEY OF HIDALGO COUNTY INDICATES THAT THE PREDOMINANT SOIL OF THE SUBJECT SITE IS CLASSIFIED AS HIDALGO-25 (FINE SANDY LOAM) AND HIDALGO-28 (SANDY CLAY LOAM).

HIDALGO-25 TYPICALLY CONSISTS OF A SURFACE LAYER OF DARK GRAYISH BROWN FINE SANDY LOAM ABOUT 15 INCHES THICK. THE NEXT SOIL LAYER DOWN, FROM 15 TO 30 INCHES, IS BROWN SANDY CLAY LOAM. THE NEXT SOIL LAYER DOWN, FROM 30 TO 39 INCHES, IS PALE BROWN SANDY CLAY LOAM. THE SOIL DOWN THEREAFTER TO APPROXIMATELY 72 INCHES IS A VERY PALE BROWN SANDY CLAY LOAM. THIS SOIL: A) IS CALCAREOUS THROUGHOUT, B) IS WELL DRAINED, C) HAS MEDIUM AVAILABLE WATER CAPACITY, D) HAS SLOW SURFACE RUNOFF, E) HAS MODERATE PERMEABILITY, F) HAS AN OVERALL MODERATE SHRINK-SWELL POTENTIAL, G) HAS A MODERATE HAZARD OF SOIL BLOWING, AND H) HAS A SLIGHT HAZARD OF WATER EROSION. SEE ATTACHED SOIL SURVEY OF HIDALGO COUNTY, TEXAS.

HIDALGO-28 TYPICALLY CONSISTS OF A SURFACE LAYER OF DARK GRAYISH BROWN SANDY CLAY LOAM ABOUT 17 INCHES THICK. THE NEXT SOIL LAYER DOWN, FROM 17 TO 28 INCHES, IS BROWN SANDY CLAY LOAM. THE NEXT SOIL LAYER DOWN, FROM 28 TO 38 INCHES, IS PALE BROWN SANDY CLAY LOAM. THE SOIL DOWN THEREAFTER TO APPROXIMATELY 80 INCHES IS A VERY PALE BROWN SANDY CLAY LOAM. THIS SOIL: A) IS CALCAREOUS THROUGHOUT, B) IS WELL DRAINED, C) HAS HIGH AVAILABLE WATER CAPACITY, D) HAS SLOW SURFACE RUNOFF, E) HAS MODERATE PERMEABILITY, F) HAS A MODERATE SHRINK-SWELL POTENTIAL, G) HAS A SLIGHT HAZARD OF SOIL BLOWING, AND H) HAS A SLIGHT HAZARD OF WATER EROSION. SEE ATTACHED SOIL SURVEY OF HIDALGO COUNTY, TEXAS.

IV. EXISTING CONDITIONS

THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED MODERATE BRUSH-LAND. TOPOGRAPHIC ELEVATIONS OBTAINED FROM THE SITE INDICATE THAT THE EXISTING TERRAIN HAS A SLIGHT GRADE TO THE EAST APPROXIMATELY (0.35%).

EXISTING RUNOFF FROM THE SUBJECT SITE IS BY FORM OF SHEET RUNOFF FLOWING OVERLAND TOWARDS THE EAST WHERE IT IS INTERCEPTED BY TROSPER ROAD ROADSIDE DITCH SYSTEM. SAID TROSPER ROAD ROADSIDE DITCH SYSTEM IS SERVICED BY THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 DRAINAGE DITCH NETWORK THAT WILL ULTIMATELY OUTFALL INTO THE ARROYO COLORADO.

ADDITIONALLY, LOCATED ADJACENT TO AND PARALLEL TO THE WEST PERIMETER OF THE SUBJECT PROPERTY IS AN EXISTING HIDALGO COUNTY DRAINAGE DISTRICT NO.1 DRAIN DITCH KNOWN AS THE LINDA VISTA OUTFALL.
THE RATIONALE METHOD WAS UTILIZED TO DETERMINE THE EXISTING 10-YEAR FREQUENCY EVENT STORM WATER RUNOFF (QEXIST= 5.18 CFS) FOR THIS SITE.

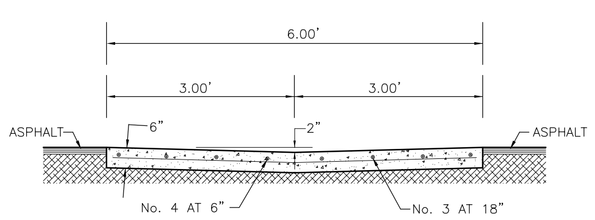
V. PROPOSED CONDITIONS

UTILIZING THE 25-YEAR FREQUENCY STORM EVENT, AFTER DEVELOPMENT OF THIS SUBDIVISION STORM WATER RUNOFF WILL BE 12.35 CFS WITH AND INCREASED Q= 7.17 CFS THE TOTAL PROPOSED DETENTION VOLUME, IN ACCORDANCE WITH THE COUNTY OF HIDALGO'S DRAINAGE REQUIREMENTS, IS 10,788 CUBIC FEET (0.2477 ACRE-FEET) (REFER TO ATTACHED DRAINAGE CALCULATIONS). DETENTION OF 10,788 CUBIC FEET WILL BE PROVIDED BY THE WIDENING OF LINDA VISTA DRAIN ALONG THE WEST SIDE OF EDUARDO'S SUBDIVISION NO. 15. (SEE ATTACHED LINEAR DETENTION EXCAVATION)

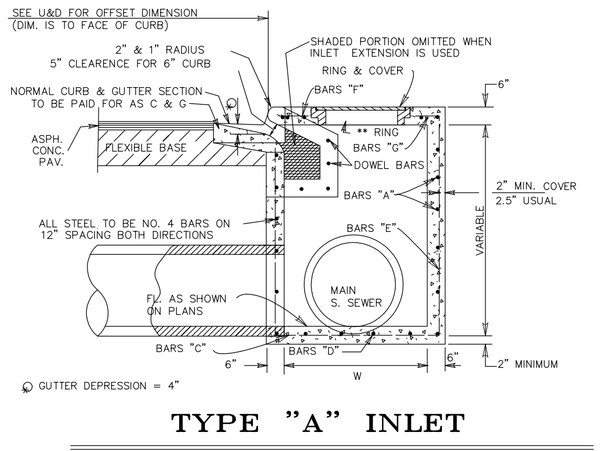
THE PROPOSED DEVELOPMENT SITE SURFACE STORM WATER RUNOFF WILL BE INTERCEPTED BY PROPOSED TYPE "A" INLETS INSTALLED AT APPROPRIATE LOCATIONS. SAID INLETS WILL DRAIN INTO PROPOSED 24" STORM SEWER LINES FLOWING WEST INTO SAID EXISTING LINDA VISTA DRAIN. REQUIRED DETENTION VOLUME PER HIDALGO COUNTY DRAINAGE DISTRICT NO.1 POLICIES CONCERNING INCREASED STORM WATER RUNOFF WILL BE ADDED TO SAID LINDA VISTA OUTFALL DRAIN DITCH.

STATE OF TEXAS — GILBERTO A. GRACIA — 62477 — REGISTERED PROFESSIONAL ENGINEER

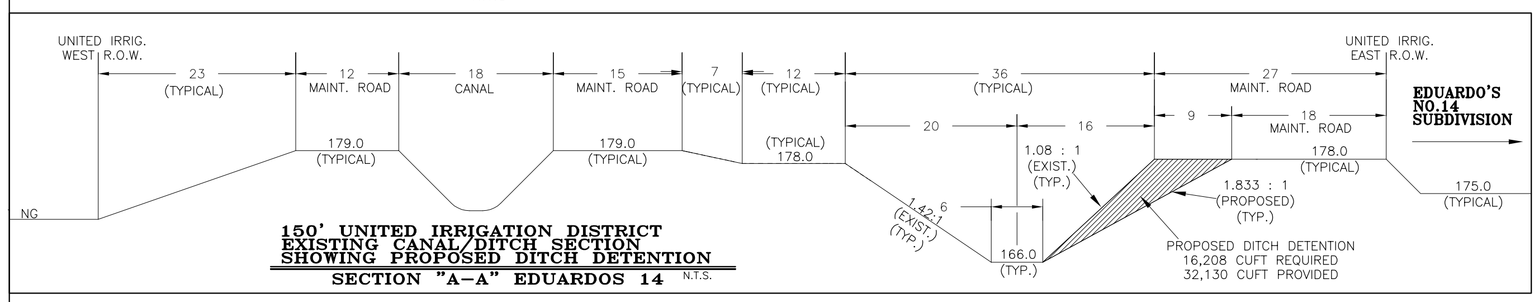
GILBERTO A. GRACIA
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA ROAD
MISSION, TEXAS 78574



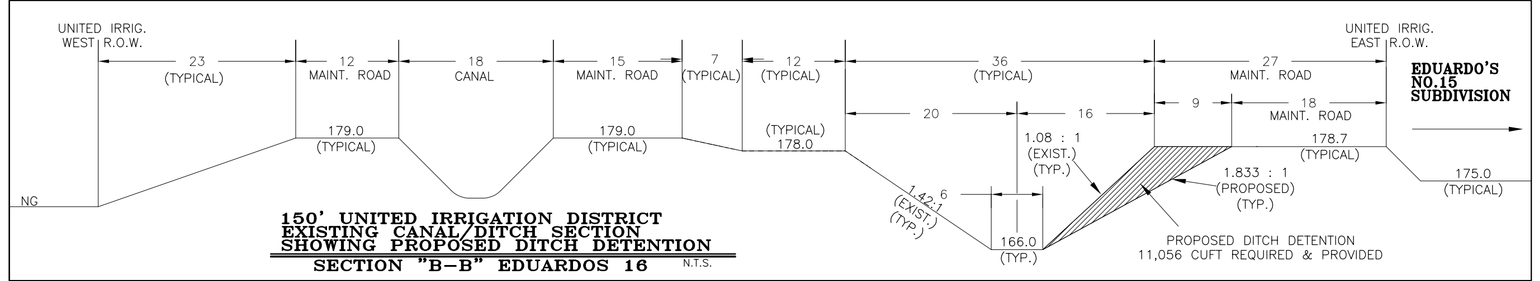
CONC. VALLEY GUTTER
N.T.S



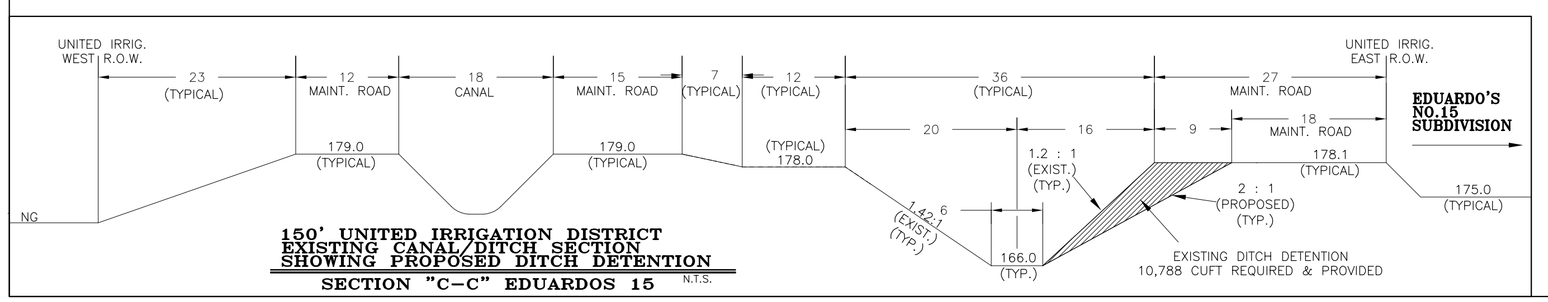
TYPE "A" INLET
N.T.S



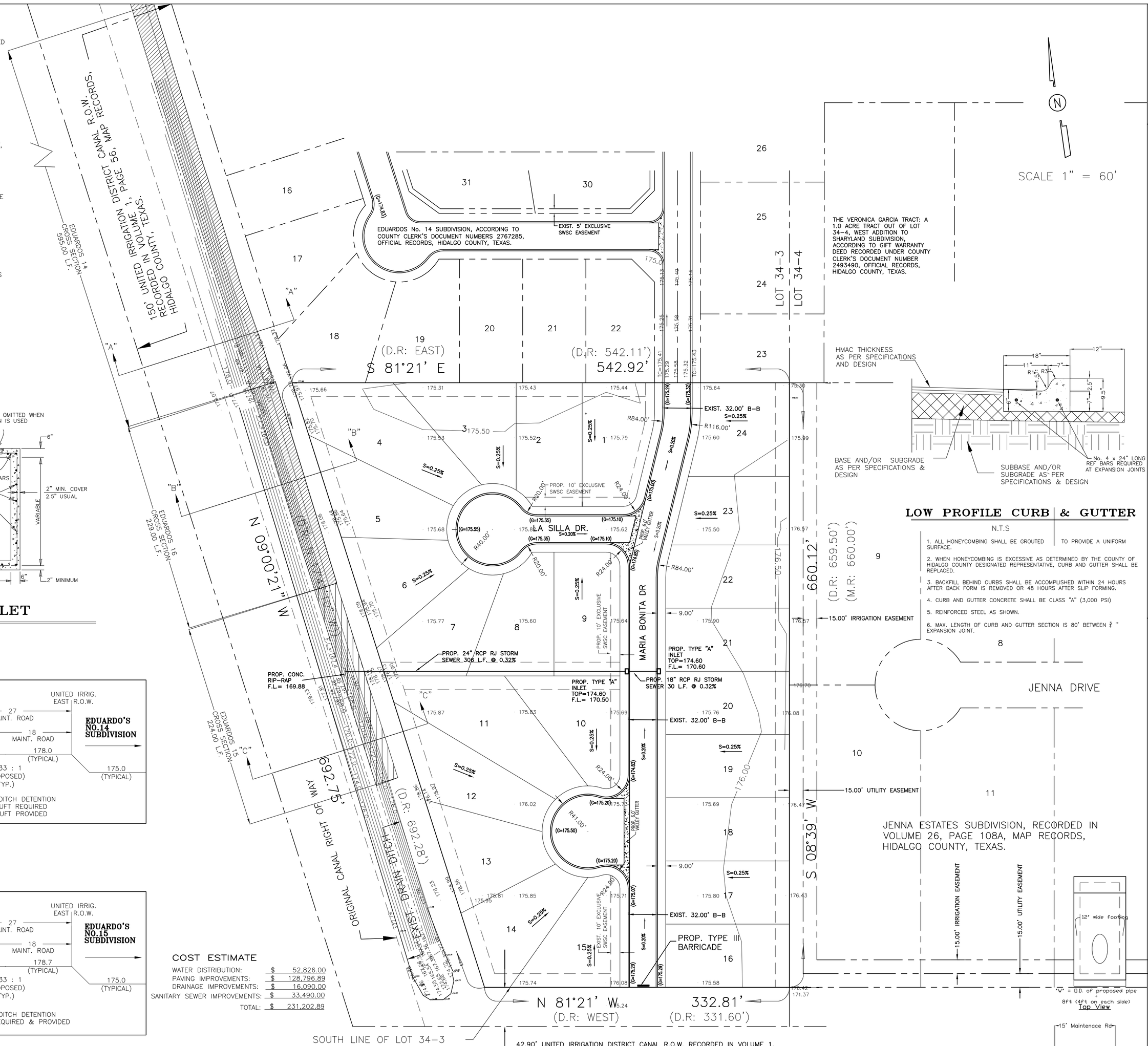
150' UNITED IRRIGATION DISTRICT
EXISTING CANAL/DITCH SECTION
SHOWING PROPOSED DITCH DETENTION
SECTION "A-A" EDUARDOS 14 N.T.S.



150' UNITED IRRIGATION DISTRICT
EXISTING CANAL/DITCH SECTION
SHOWING PROPOSED DITCH DETENTION
SECTION "B-B" EDUARDOS 16 N.T.S.



150' UNITED IRRIGATION DISTRICT
EXISTING CANAL/DITCH SECTION
SHOWING PROPOSED DITCH DETENTION
SECTION "C-C" EDUARDOS 15 N.T.S.



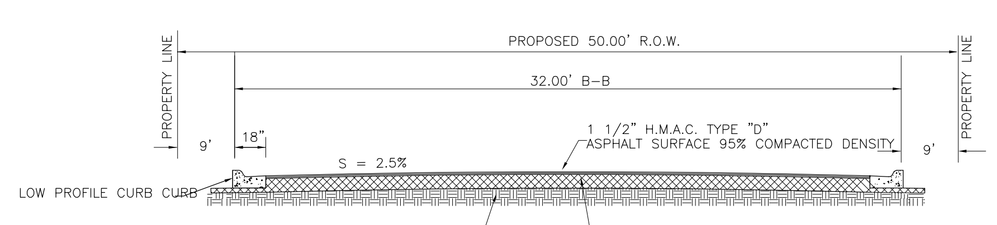
HMAC THICKNESS AS PER SPECIFICATIONS AND DESIGN
BASE AND/OR SUBGRADE AS PER SPECIFICATIONS & DESIGN
SUBBASE AND/OR SUBGRADE AS PER SPECIFICATIONS & DESIGN
No. 4 x 24" LONG REF BARS REQUIRED AT EXPANSION JOINTS

LOW PROFILE CURB & GUTTER
N.T.S

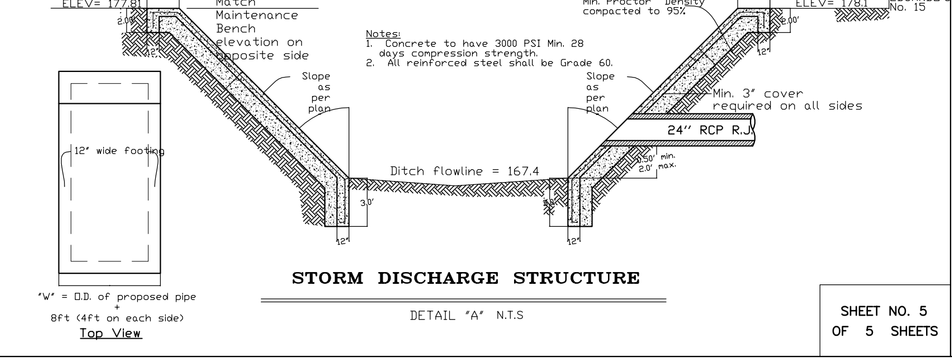
1. ALL HONEYCOMBING SHALL BE GROUTED TO PROVIDE A UNIFORM SURFACE.
2. WHEN HONEYCOMBING IS EXCESSIVE AS DETERMINED BY THE COUNTY OF HIDALGO COUNTY DESIGNATED REPRESENTATIVE, CURB AND GUTTER SHALL BE REPLACED.
3. BACKFILL BEHIND CURBS SHALL BE ACCOMPLISHED WITHIN 24 HOURS AFTER BACK FORM IS REMOVED OR 48 HOURS AFTER SLIP FORMING.
4. CURB AND GUTTER CONCRETE SHALL BE CLASS "A" (3,000 PSI)
5. REINFORCED STEEL AS SHOWN.
6. MAX. LENGTH OF CURB AND GUTTER SECTION IS 80' BETWEEN ½" EXPANSION JOINT.

COST ESTIMATE

WATER DISTRIBUTION:	$ 52,826.00
PAVING IMPROVEMENTS:	$ 128,796.89
DRAINAGE IMPROVEMENTS:	$ 16,090.00
SANITARY SEWER IMPROVEMENTS:	$ 33,490.00
TOTAL:	$ 231,202.89



STREET SECTION



STORM DISCHARGE STRUCTURE
DETAIL "A" N.T.S

SHEET NO. 5 OF 5 SHEETS

PREPARED BY J.G.
CHECKED BY G.A.G
SHEET 5

EDUARDOS SUBDIVISION No. 15

PAVING AND DRAINAGE LAYOUT

IZAGUIRRE ENGINEERING GROUP, LLC.
CONSULTING ENGINEERS
F-10214
TEL. (956) 584-0554
FAX. (956) 584-0554
7413 N. LA HOMA
MISSION TX, 78574

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 6-27-2017

PROPOSED **McCAIN** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **IZAGUIRRE ENGINEERING GROUP** DEVELOPER: **ROGELIO & SHEILA McCAIN**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST OF CESSNA AVENUE APPROXIMATELY 300.00 FEET OF SKYLARK AVENUE AND 700.00 FEET NORTH OF TRENTON ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **EDINBURG** *and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **5-12-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" B "** AS PER FEMA.

ROAD R.O.W. DEDICATION: **N/A**

H.C.R.O.W. FINAL APPROVAL DATE: **5-11-2017** By, **JOE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **6-01-2016** BY, ENVIRONMENTAL HEALTH DIVISION MANAGER
SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **ANICETO IZAGUIRRE**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **SOUTH SIDE OF SKYLARK AVENUE.**

H.C.O.E.C. FINAL APPROVAL DATE: **5-11-2017** : BY **MARTIN RAMIREZ** ENVIRONMENTAL COMPLIANCE COORDINATOR
☒**SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **JULY 06, 2016**

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **EDINBURG**.
☒ **Final Approval** *subject to recommendations other departments*
* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

SUBDIVISION PLAT OF
McCAIN SUBDIVISION

A 7.845 ACRE TRACT OF LAND OUT OF THE EAST 10.0 ACRES OF THE WEST 20.0 ACRES OF LOT 16, BLOCK 57, ALAMO LAND & SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS OF HIDALGO COUNTY, TEXAS

METES AND BOUNDS

BEING A 7.845 ACRE TRACT OF LAND OUT OF THE EAST 10.00 ACRES OF THE WEST 20.00 ACRES OF LOT 16, BLOCK 57, ALAMO LAND & SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

THE **POINT OF COMMENCEMENT (P.O.C.)**, BEING AT THE SOUTHWEST CORNER OF SAID LOT 16, AS A POINT OF REFERENCE AND BEING A POINT LYING ON THE APPARENT EXISTING CENTERLINE OF EAST TRENTON ROAD;

THENCE, ALONG AND WITH THE SOUTH LINE OF SAID LOT 16 AND THE SAID CENTERLINE OF EAST TRENTON ROAD, SOUTH 81° 28' 09" EAST, A DISTANCE OF 330.00 FEET (CALCULATED) TO A POINT;

THENCE, PARALLEL TO AND 330.00 FEET EAST OF THE WEST LINE OF SAID LOT 16, NORTH 08° 31' 51" EAST, AT A DISTANCE OF 30.00 FEET (CALCULATED) PASS A 1/2" IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF SAID EAST TRENTON ROAD, AND CONTINUING FOR AT A TOTAL DISTANCE OF 284.50 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER AND **POINT OF BEGINNING (P.O.B.)** OF THIS HEREIN DESCRIBED 7.845 ACRE TRACT;

THENCE, PARALLEL TO AND 330.00 FEET EAST OF THE WEST LINE OF SAID LOT 16, NORTH 08° 31' 51" EAST, A DISTANCE OF 1,035.50 FEET TO A 1/2" IRON ROD SET IN THE NORTH LINE OF SAID LOT 16 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED 7.845 ACRE TRACT;

THENCE, ALONG AND WITH THE SAID NORTH LINE OF LOT 16, SOUTH 81° 28' 09" EAST, A DISTANCE OF 330.00 FEET TO A 1/2" IRON ROD SET FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED 7.845 ACRE TRACT;

THENCE, PARALLEL TO AND 660.00 FEET EAST OF THE SAID WEST LINE OF SAID LOT 16, SOUTH 08° 31' 51" WEST, A DISTANCE OF 1,035.50 FEET TO A 1/2"IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED 7.845 ACRE TRACT;

THENCE, PARALLEL TO AND 284.50 FEET NORTH OF THE SAID SOUTH LINE OF SAID LOT 16, NORTH 81° 28' 09" WEST, A DISTANCE OF 330.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 7.845 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, ROGER McCAIN, SHEILA McCAIN, MATTHEW McCAIN, AND MONICA McCAIN, OWNERS OF THE 7.845 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED McCAIN SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S) AND EASEMENT(S) SHOWN HEREIN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOT MEETS, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

ROGER McCAIN _____ DATE
RT. 10. BOX 502
EDINBURG. TEXAS 78539

SHEILA McCAIN _____ DATE
RT. 10. BOX 502
EDINBURG. TEXAS 78539

MATTHEW McCAIN _____ DATE
RT. 10. BOX 502
EDINBURG. TEXAS 78539

MONICA McCAIN _____ DATE
RT. 10. BOX 502
EDINBURG. TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared ROGER McCAIN, SHEILA McCAIN, MATTHEW McCAIN, and MONICA McCAIN and proved to me through Texas Department of Public Safety Driver Licenses to be the persons whose names are subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that they executed the same for the purposes and considerations thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2016.

MY COMMISSION EXPIRES

_____
NOTARY PUBLIC – STATE OF TEXAS

APPROVED BY IRRIGATION DISTRICT NO. 2:

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE _____ DAY OF _____, 2016.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHT OF WAYS OR EASEMENTS.

_____ ATTEST:_____
PRESIDENT SECRETARY

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF McCAIN SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON

_____, _____.

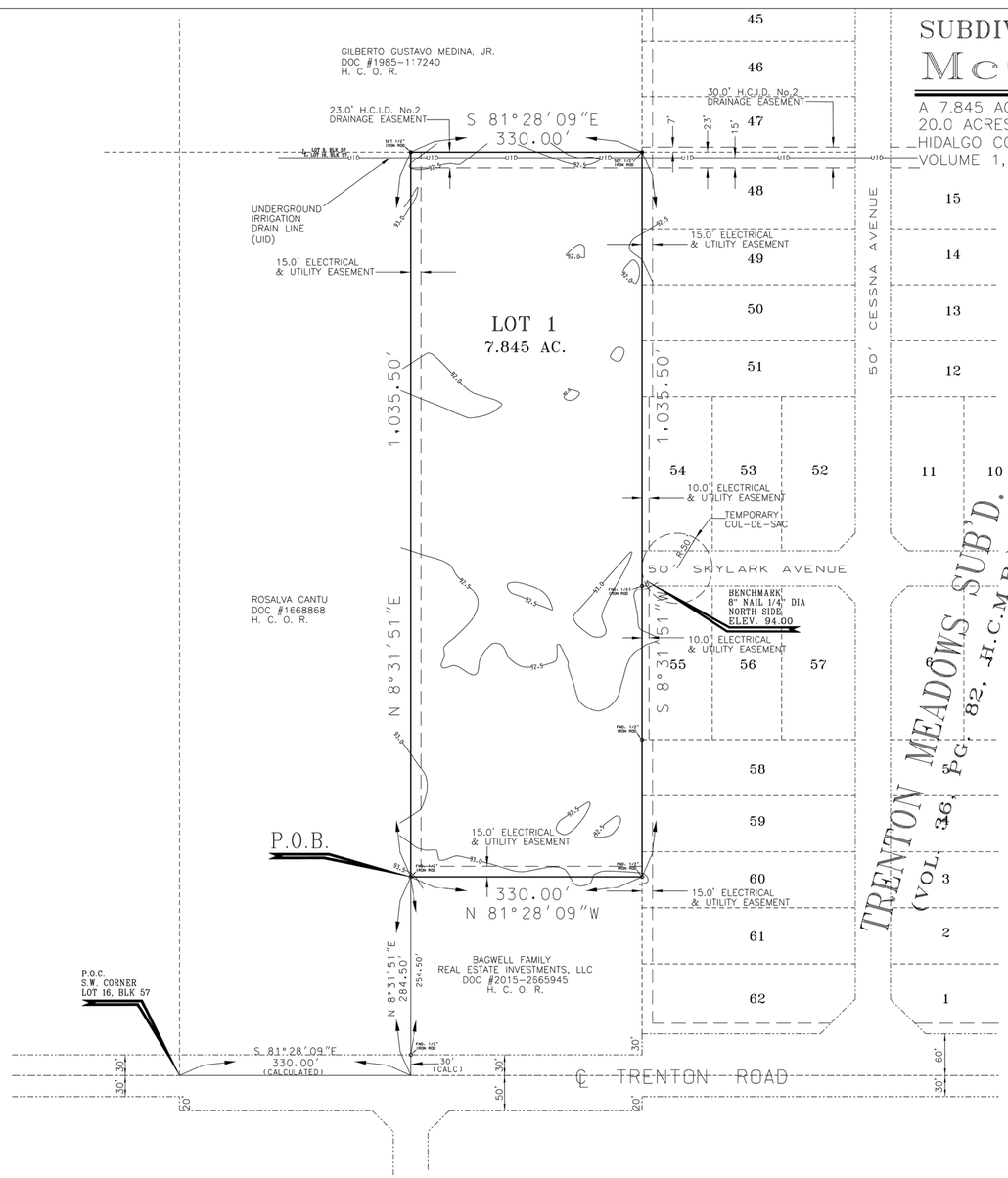
_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

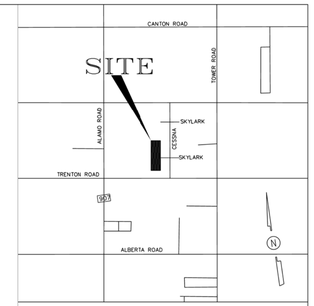
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the McCAIN SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

_____ _____
Hidalgo County Judge date

ATTEST: _____ _____
Hidalgo County Clerk date





VICINITY MAP
SCALE= 1": 2500'

N

SCALE: 1"= 100'

BASIS OF BEARING:
TRENTON MEADOWS SUBDIVISION
RECORDED IN VOL.36. PG.82. H.C.M.R.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
McCAIN SUBDIVISION IS LOCATED IN CENTRAL HIDALGO COUNTY, ON THE NORTH SIDE OF TRENTON ROAD, APPROXIMATELY 2300.0 FEET EAST OF ALAMO ROAD, 700.0 FEET NORTH OF TRENTON ROAD, AND 300.0 WEST OF CESSNA ST. IN ACCORDANCE WITH THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 BY U.S. 2010 CENSUS), McCAIN SUBDIVISION LIES WITHIN THE CITY OF EDINBURG'S EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §212.001 AND LIES IN COUNTY PCT.4.

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "B" COMMUNITY–PANEL NUMBER 480334–0425–C. MAP REVISED NOVEMBER 16, 1982. FLOOD ZONE "B" INDICATES: A) AREAS BETWEEN THE LIMITS OF THE 100–YEAR FLOOD AND THE 500–YEAR FLOOD; OR B) AREAS SUBJECT TO 100–YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE; OR C) AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE SINGLE–FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO BEGINNING CONSTRUCTION.

3.– MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION OF ANY CONSTRUCTION FOR HABITATION SHALL BE 18 INCHES ABOVE THE TOP OF CONCRETE CURB WHERE SKYLARK AVENUE ENDS AT THE EAST BOUNDARY OF THIS SUBDIVISION.

4.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.
o – DENOTES 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED

5.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.– MINIMUM BUILDING SETBACK LINES:
EAST .....15.00'
WEST.....15.00'
SOUTH.....15.00'
NORTH.....38.00'

7.– DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WITH EXISTING CONDITIONS REMAINING UNCHANGED WILL NOT BE REQUIRED TO DETAIN STORM WATER RUNOFF.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. B.M. ELEV. 94.50 AT A 60d NAIL LOCATED ON THE NORTH FACE OF POWER POLE ON THE SOUTH SIDE OF SKYLARK AVENUE WHERE SAID AVENUE ENDS AT THE EAST BOUNDARY OF THIS PROPERTY (N.A.V.D. 88 DATUM).

10. THIS ONE (1) LOT SUBDIVISION WILL BE SERVICED BY A 3/4" N.A.W.S.C. DOMESTIC WATER SERVICE METER.

11. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT, IF ANY, SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT, TO THE BEST OF THEIR KNOWLEDGE, ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

14. ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

15. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON LOT 1 MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

INDEX OF SHEETS

SHEET 1.– HEADING; INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; HCHD CERTIFICATION; REVISION NOTES.

SHEET 2.– WATER & SANITARY SEWER COLLECTION SYSTEM DISTRIBUTION MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND ENGINEER'S CERTIFICATION (ENGLISH & SPANISH); TYPICAL WATER SERVICE CONNECTION; & SUBDIVIDER CERTIFICATE AND STATEMENT. (WATER & SANITARY SEWER DETAILS NOT APPLICABLE.) (SANITARY SEWER PLAN & PROFILE NOT APPLICABLE.) DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, ENGINEER'S CERTIFICATION; REVISION NOTES; (PAVING DETAILS NOT APPLICABLE.) (DRAINAGE PLAN & PROFILE NOT APPLICABLE.)

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
GILBERTO A. GRACIA
62477
REGISTERED PROFESSIONAL ENGINEER

_____
GILBERTO A. GRACIA
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERINC GROUP, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE PROPERTY DESCRIBED IN THIS PLAT HAS BEEN SURVEYED ON THE GROUND UNDER MY SUPERVISION ON MARCH 2, 2015.

_____
HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 2791 _____ DATE

STATE OF TEXAS
HOMERO LUIS GUTIERREZ
2791
REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, JESUS SAENZ, ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS, DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS McCAIN SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE

_____ DAY OF _____, 20 _____

WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

_____
ADMINISTRATOR/PLANNING AND ZONING DEPARTMENT DIRECTOR

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	ROGER McCAIN	ROUTE 10, BOX 502	EDINBURG, TEXAS 78539	(713)384–5592	(956)
ENGINEER:	GILBERTO A. GRACIA	7413 N. LA HOMA ROAD	MISSION, TEXAS 78574	(956)584–0554	(956)584–0190
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956)963–0988	(956)

IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION TX, 78574
CONSULTING ENGINEERS
F–10214
TEL. (956) 584–0554
FAX. (956) 584–0190

SHEET NO. 1 OF 2 SHEETS	FILENAME = K:\PROJECT\SUBDIVISIONS\McCAIN\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MARCH 13, 2016	G.A.G.	G.A.G.	G.A.G.

NO.	SHEET	REVISION	DATE	APPROVED

SUBDIVISION PLAT OF
McCAIN SUBDIVISION

A 7.845 ACRE TRACT OF LAND OUT OF THE EAST 10.0 ACRES OF THE WEST 20.0 ACRES OF LOT 16, BLOCK 57, ALAMO LAND & SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS

DRAINAGE STATEMENT
MCCAIN SUBDIVISION

I. PROJECT LOCATION
THIS PROPOSED SUBDIVISION CONSISTS OF ONE (1) RURAL RESIDENTIAL 7.845 ACRE LOT AND IS LOCATED 330' WEST OF CESSNA AVENUE AT THE DEAD END OF SKYLARK AVENUE. WHICH IS LOCATED 700' NORTH OF TRENTON ROAD. SAID SUBDIVISION. LOCATED WITHIN THE CITY OF EDINBURG'S 2-MILE ETJ IS A 7.845 ACRE TRACT OUT OF THE EAST 10.0 ACRES OF THE WEST 20.0 ACRES OF LOT 16, BLOCK 57, ALAMO LAND & SUGAR COMPANY SUBDIVISION. HIDALGO COUNTY, TEXAS. AS PER MAP THEREOF RECORDED IN VOLUME 1, PAGES 24-26. OF THE HIDALGO COUNTY MAP RECORDS.

II. FLOOD PLAIN
THE SUBJECT TRACT IS LOCATED WITHIN "ZONE B". IN ACCORDANCE THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 480334 0425 C. MAP REVISED NOVEMBER 16. 1982.

FLOOD ZONE "B" INDICATES: A) AREAS BETWEEN THE LIMITS OF THE 100-YEAR FLOOD AND THE 500-YEAR FLOOD: OR B) AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE: OR C) AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

III. SOIL CONDITIONS
A REVIEW OF THE U.S. SOIL CONSERVATION SURVEY OF HIDALGO COUNTY INDICATES THAT THE PREDOMINANT SOIL OF THE SUBJECT SITE IS CLASSIFIED AS HIDALGO-28 (SANDY CLAY LOAM). HIDALGO-28 TYPICALLY CONSISTS OF A SURFACE LAYER OF DARK GRAYISH BROWN SANDY CLAY LOAM ABOUT 17 INCHES THICK. THE NEXT SOIL LAYER DOWN, FROM 17 TO 28 INCHES. IS BROWN SANDY CLAY LOAM. THE NEXT SOIL LAYER DOWN, FROM 28 TO 38 INCHES. IS PALE BROWN SANDY CLAY LOAM. THE SOIL DOWN THEREAFTER TO APPROXIMATELY 80 INCHES IS A VERY PALE BROWN SANDY CLAY LOAM. THIS SOIL: A) IS CALCAREOUS THROUGHOUT. B) IS WELL DRAINED. C) HAS HIGH AVAILABLE WATER CAPACITY. D) HAS SLOW SURFACE RUNOFF. E) HAS MODERATE PERMEABILITY. F) HAS A MODERATE SHRINK-SWELL POTENTIAL. G) HAS A SLIGHT HAZARD OF SOIL BLOWING. AND H) HAS A SLIGHT HAZARD OF WATER EROSION. SEE ATTACHED DATA SHEETS FROM SOIL CONSERVATION SURVEY OF HIDALGO COUNTY. TEXAS.

IV. EXISTING CONDITIONS
THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED MODERATE OPEN LAND WITH AN EXISTING SINGLE-FAMILY RESIDENTIAL HOME. TOPOGRAPHIC ELEVATIONS OBTAINED FROM SITE INDICATE EXISTING TERRAIN HAS A SLIGHT GRADE TO THE EAST APPROXIMATELY (0.1%).

EXISTING RUNOFF FROM THE SUBJECT SITE IS BY FORM OF SHEET RUNOFF FLOWING OVERLAND TOWARDS THE EAST WHERE IT IS INTERCEPTED BY CESSNA AVENUE EXISTING DRAINAGE SYSTEM URBAN STREET AND CURB INLETS. SAID CESSNA AVENUE DRAINAGE SYSTEM IS SERVICED BY A HIDALGO COUNTY DRAINAGE DISTRICT NO.1 DRAIN DITCH LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WISCONSIN ROAD AND TOWER ROAD. SAID DRAIN DITCH BELONGS TO THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 DRAINAGE DITCH NETWORK THAT WILL ULTIMATELY OUTFALL INTO THE LAGUNA MADRE.

THE RATIONALE METHOD WAS UTILIZED TO DETERMINE THE EXISTING 10-YEAR FREQUENCY EVENT STORM WATER RUNOFF (Q exist= 11.74 CFS) FOR THIS SITE. (REFER TO ATTACHED DRAINAGE CALCULATIONS).

V. PROPOSED CONDITIONS
THE PURPOSE OF THIS SUBDIVISION IS ONLY TO RECORD EXISTING PROPERTY BOUNDARIES WITH HIDALGO COUNTY SUBDIVISION GUIDELINES. THE EXISTING SINGLE-FAMILY RESIDENTIAL HOME WILL REMAIN IN PLACE AND IN USE. THERE IS NO PROPOSED DEVELOPMENT OR IMPROVEMENTS FOR THE SUBJECT PROPERTY. THEREFORE. WITH EXISTING CONDITIONS REMAINING UNCHANGED. STORM WATER DETENTION WILL NOT BE REQUIRED PER HIDALGO COUNTY DRAINAGE DISTRICT NO.1 POLICIES ON INCREASED STORM WATER RUNOFF.

ENGINEER CERTIFICATION

BY MY SIGNATURE BELOW. I CERTIFY THAT THE PROPERTY COMPRISING THIS SUBDIVISION IS LOCATED WITHIN FLOOD "ZONE B" AS IS DESCRIBED IN ARTICLE II ABOVE AND SHOWN IN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 480334 0425 C. MAP REVISED NOVEMBER 16. 1982.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · GILBERTO A. GRACIA · 62477 · REGISTERED · PROFESSIONAL ENGINEER

GILBERTO A. GRACIA — DATE
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

SUBDIVIDER CERTIFICATION
BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THIS PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT
I(WE), ROGER McCAIN, SHEILA McCAIN, MATTHEW McCAIN, AND MONICA McCAIN SUBDIVIDERS OF McCAIN SUBDIVISION HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAIDJF ANY, AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE OF TEXAS AS REQUIRED BY STATE AND COUNTY REGULATIONS.

ROGER McCAIN — DATE
RT. 10. BOX 502
EDINBURG. TEXAS 78539

SHEILA McCAIN — DATE
RT. 10. BOX 502
EDINBURG. TEXAS 78539

MATTHEW McCAIN — DATE
RT. 10. BOX 502
EDINBURG. TEXAS 78539

MONICA McCAIN — DATE
RT. 10. BOX 502
EDINBURG. TEXAS 78539

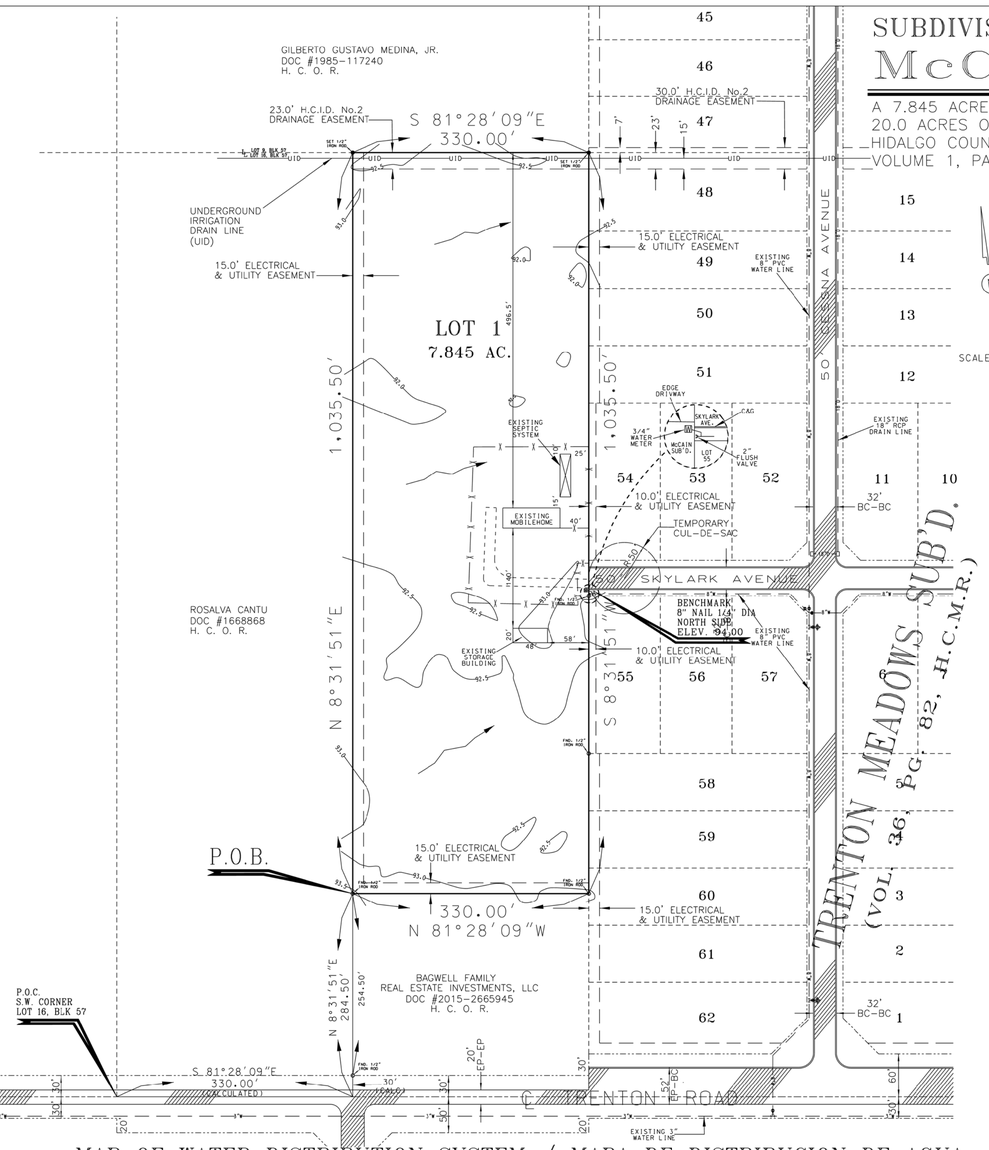
STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared ROGER McCAIN, SHEILA McCAIN, MATTHEW McCAIN, and MONICA McCAIN and proved to me through Texas Department of Public Safety Driver Licenses to be the persons whose names are subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that they executed the same for the purposes and considerations thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2016.

MY COMMISSION EXPIRES

NOTARY PUBLIC – STATE OF TEXAS



MAP OF WATER DISTRIBUTION SYSTEM / MAPA DE DISTRIBUCION DE AGUA

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE

COST ESTIMATE:
WATER DISTRIBUTION $500.00
SEPTIC TANK (OSSF) $ 0.00

ESTIMACION DE COSTOS:
DISTRIBUCIONDE AGUA $500.00
TANQUE SEPTICO (OSSF) $ 0.00

SURFACE FLOW
EXISTING SEPTIC SYSTEM (OSSF) DRAIN FIELD

THE COUNTY OF HIDALGO · TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

FINAL ENGINEERING REPORT FOR McCAIN SUBDMSION
BY: GILBERTO A. GRACIA, P.E.

WATER SUPPLY: DESCRIPTION AND COSTS.
McCAIN SUBDIVISION IS A ONE (1) LOT SUBDIVISION AND IS PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER(S) AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO McCAIN SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF McCAIN SUBDIVISION.

N.A.W.S.C. HAS AN 8" DIAMETER WATERLINE RUNNING ALONG THE SOUTH SIDE OF SKYLARK AVENUE THAT ENDS WITH A FLUSH VALVE ASSEMBLY AT THE COMMON BOUNDARY BETWEEN McCAIN SUBDIVISION AND TRENTON MEADOWS SUBDIVISION. FROM SAID 8" DIAMETER WATERLINE, ONE (1) 3/4" DIAMETER SINGLE SERVICE LINE RUNNING TO A WATER METER BOX IS TO SERVE McCAIN SUBDIVISION.

SAID 3/4" SINGLE SERVICE AND THE METER BOX HAVE BEEN INSTALLED, AT A TOTAL COST OF $ 500.00.

THE SUBDIVIDER(S) HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ 150.00 WHICH COVERS THE COST AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT AND REPRESENTS THE TOTAL COST OF WATER METERS AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE SINGLE LOT OF McCAIN SUBDIVISION TO THE N.A.W.S.C. SYSTEM.

THE ENTIRE WATER FACILITIES DESCRIBED ABOVE HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID FACILITIES ARE OPERABLE AS OF THE DATE OF THE RECORDING OF McCAIN SUBDIVISION PLAT.

SEWAGE FACILITIES: DESCRIPTION OF COSTS.
SEWAGE FROM McCAIN SUBDIVISION, IS TREATED BY AN EXISTING ON-SITE SEWAGE FACILITY (OSSF) CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD THAT WAS PREVIOUSLY PERMITTED, INSPECTED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT AND HAS BEEN FUNCTIONING EFFICIENTLY FOR OVER TEN (10) YEARS.

SITE AND SOIL SPECIFICS OF McCAIN SUBDIVISION ARE AS FOLLOWS:
1) THE ONE (1) LOT McCAIN SUBDIVISION IS 7.845 ACRES IN SIZE.
2) THE U.S. SOIL CONSERVATION SURVEY OF HIDALGO COUNTY, TEXAS, INDICATES SOIL PERMEABILITY IS MODERATE.
3) THE U.S. SOIL CONSERVATION SURVEY OF HIDALGO COUNTY, TEXAS, INDICATES THAT THE PREDOMINANT SOIL OF THE SUBJECT SITE TYPICALLY CONSISTS OF A SURFACE LAYER OF DARK GRAYISH BROWN SANDY CLAY LOAM ABOUT 17 INCHES THICK. THE NEXT SOIL LAYER DOWN, FROM 17 TO 28 INCHES, IS BROWN SANDY CLAY LOAM.

THERE ARE NO OSSF COSTS FOR McCAIN SUBDIVISION, A ONE (1) LOT SUBDIVISION, BECAUSE IT IS BEING CURRENTLY SERVED BY EXISTING OSSF.

CERTIFICATION
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE SEWAGE FACILITIES DISCUSSED ABOVE ARE AS FOLLOWS:

WATER FACILITIES --- THESE FACILITIES, FULLY CONSTRUCTED WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $500.00 FOR THIS ONE (1) LOT SUBDIVISION.

SEWAGE FACILITIES --- THE SEPTIC SYSTEM FOR THIS ONE (1) LOT SUBDIVISION IS ALREADY INSTALLED AS PERMITTED BY THE HIDALGO COUNTY HEALTH DEPARTMENT AND HAS BEEN IN OPERATION FOR OVER TEN (10) YEARS. NO COSTS FOR SEWAGE FACILITIES SHALL BE INCURRED FOR THIS ONE (1) LOT SUBDIVISION.

STATE OF TEXAS · GILBERTO A. GRACIA · 62477 · REGISTERED · PROFESSIONAL ENGINEER

GILBERTO A. GRACIA — DATE
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

REPORTE FINAL DE INGENIERIA PARA McCAIN SUBDIVISION
POR: GILBERTO A. GRACIA, P.E.

PROVISION DE AGUA: DESCRIPCION, Y GASTOS.
McCAIN SUBDIVISION ESTARA PROVISTA DE AGUA POTABLE POR LA COMPANIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUENO DE LA SUBDIVISION Y LA COMPANIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERICDO DE 30 ANOS Y LA COMPANIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE McCAIN SUBDIVISION.

LA COMPANIA DE AGUA N.A.W.S.C. CUENTA CON UNA LINEA DE 8" DE DIAMETRO QUE CORRE POR EL LADO SUR DE LA CALLE SKYLARK AVENUE. DE LA LINEA DE 8" DE DIAMETRO, HAY UN (1) SERVICIO SENCILLO DE 3/4" DIAMETRO QUE CORRE A UN MEDIDOR.

LA LINEA DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO, Y LA CAJA DE MEDIDOR DE AGUA SERA INSTALADA A UN COSTO TOTAL DE US$ 500.00.

EL DUENO DE McCAIN SUBDIVISION TAMBIEN LE HA PAGADO A LA COMPANIA N.A.W.S.C. US$ 150.00, QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA LOTE SINGULAR DE McCAIN SUBDIVION. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DE EL LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPANIA N.A.W.S.C. LO INSTALARA SIN ALGUN GASTO AL DUENO.

EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL McCAIN SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE SANITARIO: DESCRIPCION Y GASTOS.
EL DRENAJE SANIRARIO DE McCAIN SUBDIVISION, SIENDO DE UN (1) LOTE, TIENE EN EL SOLAR DE ESTA PROPIEDAD UNA (1) FOSA SEPTICA INDIVIDUALE (OSSF) CONSISTIENDO EN UN DISENO NORMAL OON DOBLE COMPARTAMENTO Y UN CAMPO DE DRENAJE; CUAL ASE MAS DE DIES (10) ANOS QUE FUE PERMITIDO, INSPECTADO, Y APROVADO POR EL DEPARTAMENTO DE SALUD DE EL CONDADO DE HIDALGO, TEXAS.

LOS PARTICULARES DE LA TIERRA DE McCAIN SUBDIVISION SON:
1) McCAIN SUBDIVISION CONSISTE DE UN (1) LOTE DE 7.845 ACRES.
2) EL U.S. SOIL CONSERVATION SURVEY DE EL CONDADO DE HIDALGO, TEXAS, INDICA QUE LA TIERRA ES DE PERMEABILIDAD MODERADA.
3) EL U.S. SOIL CONSERVATION SURVEY DE EL CONDADO DE HIDALGO, TEXAS, INDICA QUE LA TIERRA CONSISTE DE MARGA ARCILLA ARENOSA.
4) NO HAY EVIDENCIA DE AGUAS SUBTERRANEA A LA PROFUNDIDAD DE 48".

NO HAY COSTOS OSSF PARA McCAIN SUBDIVISION, CUAL ES DE UN (1) LOTE, PORQUE YA ESTA TIENE SERVICIO POR UN OSSF EXISTENTE.

CERTIFICACION
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE SANITARIO, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SEVICIOS/SISTEMAS DE AGUA Y DE DRENAJE SANITARIO SON:

SERVICIO/SISTEMA DE AGUA --- ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE EL MEDIDOR DE AGUA. EL GRAN COSTO TOTAL ES DE $500.00 PARA ESTA SUDBIVISION DE UN (1) LOTE.

DRENAJE SANITARIO --- LAS FOSA SEPTICA ES UNA YA EXISTENTE QUE FUE PERMITIDO POR EL DEPARTAMENTO DE SALUD DE EL CONDADO DE HIDALGO Y QUE YA A ESTADO EN USO POR MAS DE DIES (10) ANOS. NO HAY GASTOS DE SERVICIO/SISTEMA DE DRENAJE SANITARIO PARA ESTA SUBDIVISION DE UN (1) LOTE.

STATE OF TEXAS · GILBERTO A. GRACIA · 62477 · REGISTERED · PROFESSIONAL ENGINEER

GILBERTO A. GRACIA — DATE
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION TX, 78574
CONSULTING ENGINEERS
F-10214
TEL. (956) 584-0554
FAX. (956) 584-0190

SHEET NO. 2 OF 2 SHEETS | FILENAME : K:\PROJECT\SUBDIVISIONS\McCAIN\PLAT

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
MARCH 13, 2016	G.A.G.	G.A.C.	G.A.G.

NO.	SHEET	REVISION	DATE	APPROVED

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 6-27-2017

PROPOSED **ECISD HARGILL ELEMENTARY** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **SDI ENGINEERING, LLC.** DEVELOPER: **RENE GUTIERREZ, E.C.I.S.D. SUPERINTENDENT**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ☐ *SINGLE FAMILY ☐ *MULTI-FAMILY ☐ COMMERCIAL 1 ☒ INSTITUTIONAL

LOCATION DESCRIPTION: **NORTHEAST INTERSECTION OF WILSON AVENUE AND 4TH STREET.**

SUBDIVISION LIES WITHIN THE: ☒ THE RURAL AREA OF THE COUNTY

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **09-09-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE IMPROVEMENTS CONSISTS OF REGRADING ONLY THE PAD SITES AND PROVIDING ON-SITE DETENTION.**

ROAD R.O.W. DEDICATION: **NO ADDITIONAL R.O.W. DEDICATED FOR THIS PLAT.**

H.C.R.O.W. FINAL APPROVAL DATE: **06-05-2017** By, **DANNY GUZAMAN. PCT. 1** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **5-30-2017** BY, ENVIRONMENTAL HEALTH DIVISION MANAGER

SEWER SYSTEM: ☒ SANITARY SEWER BY: **NAWSC** LINE SIZE: **8"** LOCATION: **SOUTH SIDE OF 4TH STREET.**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **6"** LOCATION: **NORTH SIDE OF 4TH STREET.**

H.C.O.E.C. FINAL APPROVAL DATE: **N/A**: By **MARTIN RAMIREZ** Environmental Compliance Coordinator

☒ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

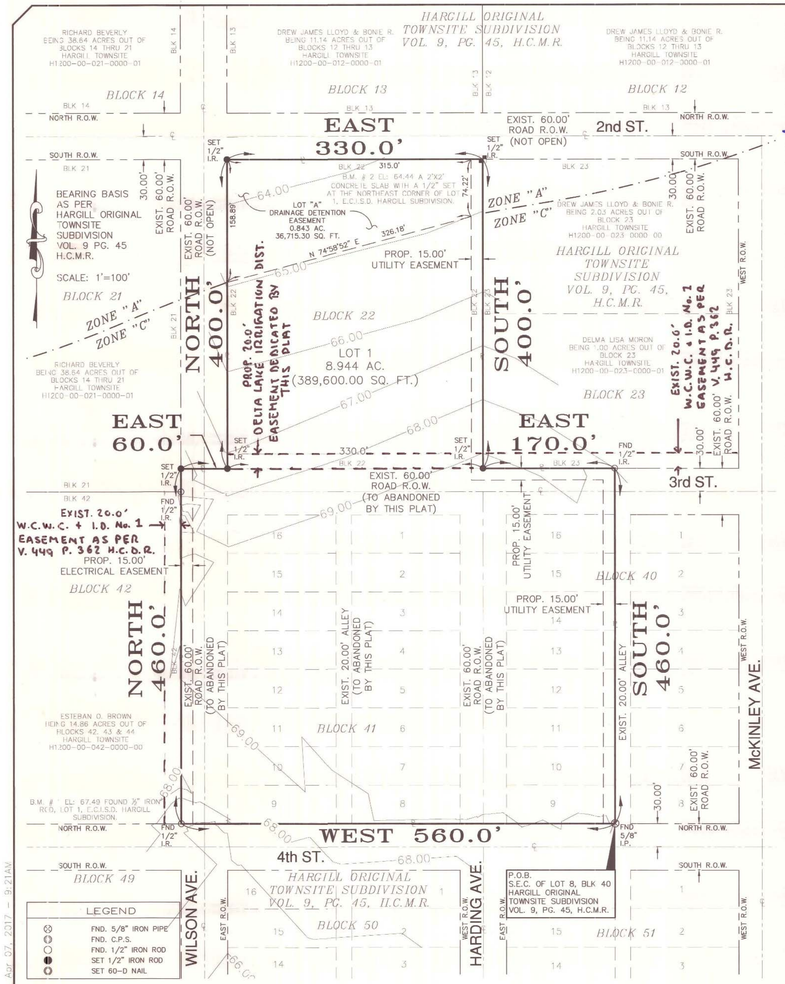
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **JANUARY 24, 2017**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments.*

☒ **Final Approval** *subject to recommendations other departments*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I, RENE GUTIERREZ, EDINBURG C.I.S.D. SUPERINTENDENT AS OWNER OF THE 8.944 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED E.C.I.S.D. HARGILL ELEMENTARY HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

Rene' Gutierrez — 4-12-17
RENE GUTIERREZ — DATE
EDINBURG C.I.S.D. SUPERINTENDENT
411 N. 8TH AVE.
EDINBURG, TEXAS 78541

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED René Gutiérrez KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 12th DAY OF April 2017.

Wilson Reyes
NOTARY PUBLIC
MY COMMISSION EXPIRES ON 01-12-2019

NAME		ADDRESS	PHONE NUMBER	FAX NUMBER
OWNER:	RENE GUTIERREZ, E.C.I.S.D. SUPERINTENDENT	411 N. 8TH AVE., EDINBURG, TEXAS 78541	(956) 289-2300	N/A
ENGINEER:	ISAEL POSADAS, P.E.	5602 E. IOWA RD., EDINBURG, TEXAS 78542	(956) 287-1818	(956) 287-3697
SURVEYOR:	LEO L. RODRIGUEZ, JR., R.P.L.S.	P.O. BOX 1830, EDINBURG, TEXAS 78540	(956) 491-1013	(956) 381-2775

STATE OF TEXAS
COUNTY OF HIDALGO

I, LEO L. RODRIGUEZ, REGISTERED LAND SURVEYOR IN THE STATE OF TEXAS, STATE THAT THE ABOVE SUBDIVISION PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION ON AUGUST 25, 2016 AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

DATED THIS THE 4 DAY OF JANUARY 2017.

REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 2448

STATE OF TEXAS — REGISTERED — LEO L. RODRIGUEZ, JR. — 2448 — PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE THE 4 DAY OF JANUARY 2017.

ISAEL POSADAS, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 89435

ISAEL POSADAS — STATE OF TEXAS — 89435 — LICENSED — PROFESSIONAL ENGINEER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE S 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF E.C.I.S.D. HARGILL ELEMENTARY WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ 2017.

_____ HIDALGO COUNTY JUDGE — _____ DATE

ATTEST _____ HIDALGO COUNTY CLERK — _____ DATE

APPROVED BY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF DEVELOPER OF THE SUBDIVISION AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

_____ RAUL E. SESIN, P.E., C.F.M. GENERAL MANAGER — _____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY OF WILLACY

THIS PLAT, E.C.I.S.D. HARGILL ELEMENTARY, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE DELTA LAKE IRRIGATION DISTRICT OF WILLACY AND HIDALGO COUNTY, TEXAS AND IS HEREBY APPROVED BY SUCH DISTRICT. "ALL RIGHTS, RULES AND REGULATIONS OF DELTA LAKE IRRIGATION DISTRICT EXISTING PRIOR TO THE SUBMISSION OF THIS PLAT ARE NOT ABRIDGE BY THE SUBSEQUENT APPROVAL OF THIS PLAT BY THE SAID DISTRICT, NOTWITHSTANDING ANY PROVISION OR NOTATION OTHERWISE IN THIS PLAT." (THIS REQUIREMENT WILL BE INAPPLICABLE IF ANY RIGHTS, RULES OR REGULATIONS OF THE DISTRICT ARE INTENDED BY THE DISTRICT TO BE ABRIDGED.) DELTA LAKE IRRIGATION DISTRICT WILL NOT ALLOW ANY STRUCTURES 15' FROM THE CENTERLINE OF A PIPELINE OR 25' FROM THE INSIDE TOE OF ANY MAIN OR LATERAL CANAL OR DRAINAGE DITCH, AND THAT NO FENCING WILL BE INSTALLED OR REMAIN ON ANY DISTRICT'S EASEMENTS OR RIGHT OF WAY UNLESS APPROVED BY THE DISTRICT MANAGEMENT. ALL APPROVED FENCING WILL BE REQUIRED TO HAVE GATES PROVIDING A MINIMUM OPENING OF 16 FEET.

ANY FAILURE TO RECORD THIS PLAT IN THE OFFICE OF THE COUNTY CLERKS OFFICE OF WILLACY OR HIDALGO COUNTY WITHIN ONE YEAR AFTER THIS DATE, SHALL CAUSE THIS APPROVAL TO BECOME VOID.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF May 2017.

APPROVED BY: Joe C. Pennington
PRESIDENT: JOE PENNINGTON

ATTEST BY: Richard W. Ruppert
SECRETARY: RICHARD RUPPERT

RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by **NORTH ALAMO WATER SUPPLY CORPORATION**, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed. In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following: The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 12th day of April, 2017.

Rene' Gutierrez — 4-12-17
RENE GUTIERREZ — DATE
EDINBURG C.I.S.D. SUPERINTENDENT
411 N. 8TH AVE.
EDINBURG, TEXAS 78541

SDI ENGINEERING, LLC
CIVIL • TRANSPORTATION • PLANNING • STORMWATER
5602 E. IOWA RD., EDINBURG, TEXAS 78542
(956) 287-1818 PH. (956) 287-3697 FAX
INFO@SDI-ENGINEERING.COM
TBPE REG. NO. F-13016

GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C" (NO SHADING) AREAS OF MINIMUM FLOODING. & ZONE "A" AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED. COMMUNITY-PANEL NUMBER: 480334 0250 B, MAP REVISED JANUARY 2, 1981,

2. SETBACKS:
FRONT: 50.00 FEET
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. PROPOSED SUBDIVISION SHALL BE FOR INSTITUNIONAL/SCHOOL USE ONLY .

4. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
--> B.M. NO. 1 – ELEV. 67.49, N.A.V.D. 88 DATUM. DESCRIPTIONS: IRON ROD FOUND AT THE SOUTHWEST CORNER OF PROPOSED LOT 1, E.C.I.S.D. HARGILL ELEMENTARY SUBDIVISION. LOCATED 30.0 FEET NORTH FROM THE CENTERLINE OF 4TH STREET.
--> B.M. NO. 2 – ELEV. 64.44, N.A.V.D. 88 DATUM. DESCRIPTIONS: 2'X2' CONCRETE SLAB SET AT THE NORTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 29,728.85 CUBIC-FEET 0,682 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

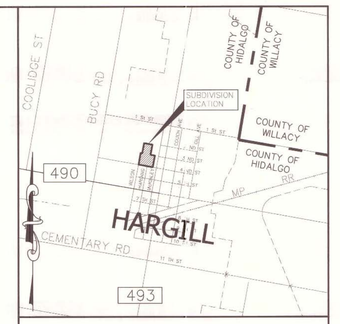
8. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

9. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION, PRIOR TO THE ISSUANCE OF A BUILDING AND/OF DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH THE COUNTY AND STATE STANDARDS.

10. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOW ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR THIS CALCULATIONS OF THIS SUBDIVISION.

11. THIS PLAT HAS BEEN PREPARED FOR THE INTENTION OF PUBLIC UTILITIES, RIGHT-OF-WAY ABANDONMENT AND CLARIFICATION PURPOSES. ALL PUBLIC, AS WELL AS PRIVATE, UTILITIES ARE EXISTING FOR THIS SUBDIVISION.

12. NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN LOT "A"-DRAINAGE DETENTION EASEMENT. DRAINAGE DETENTION EASEMENT SHALL BE KEPT CLEAR OF BUILDINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE DETENTION EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE DETENTION EASEMENT.



LOCATION MAP
SCALE: 1"= 3000'

PREPARED BY:
SDI ENGINEERING, LLC
5602 E. IOWA ROAD
EDINBURG, TEXAS 78542

DATE PREPARED: AUGUST 25, 2016
DATE SURVEYED: AUGUST 25, 2016

E.C.I.S.D. HARGILL ELEMENTARY IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 IN THE NORTHEAST AREA OF HIDALGO COUNTY, ON THE NORTHEAST INTERSECTION OF WILSON AVE. AND 4TH STREET. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ELSA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ELSA THE POPULATION IS 5,660. E.C.I.S.D. HARGILL ELEMENTARY LIES APPROXIMATLEY 9.5 MILES FROM THE CITY LIMITS OF THE CITY OF ELSA AND IS LOCATED OUTSIDE THE FIVE (5) MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 212.001.

SUBDIVISION PLAT
OF
E.C.I.S.D.
HARGILL ELEMENTARY
BEING A 8.944 ACRE TRACT OF LAND COMPRISING OUT OF 6.877 ACRES OUT OF LOTS 1 THRU 16, BLOCK 41, LOTS 9 THRU 16, BLOCK 40, ALL OF BLOCK 22, 1.873 ACRES OUT OF EXISTING ADJACENT RIGHT-OF-WAYS & 0.184 ACRES OUT OF EXISTING ALLEY WAY HARGILL ORIGINAL TOWNSITE VOL. 9, PG. 45 H.C.M.R. HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

BEING A 8.944 ACRE TRACT LAND COMPRISING OUT OF 6.877 ACRES OUT OF LOTS 1 THRU 16, BLOCK 41, LOTS 9 THRU 16, BLOCK 40, ALL OF BLOCK 22, 1.873 ACRES OUT OF EXISTING ADJACENT RIGHT-OF-WAYS & 0.184 ACRES OUT OF EXISTING ALLEY WAY HARGILL ORIGINAL TOWNSITE AS RECORDED IN VOLUME 9, PAGE 45, HIDALGO COUNTY MAR RECORDS, HIDALGO COUNTY, TEXAS, SAID 8.944 ACRE TRACT LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ⅝" IRON PIPE FOUND AT THE SOUTHEAST CORNER OF SAID LOT 9, BLOCK 40, HARGILL ORIGINAL TOWNSITE, ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED FOR THE POINT OF BEGINNING

THENCE: WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF 4TH STREET (A 60.0 FOOT ROAD RIGHT-OF-WAY) A DISTANCE OF 560.0 FEET TO A HALF INCH (1/2") IRON ROD FOUND AT THE WEST RIGHT-OF-WAY LINE OF WILSON AVENUE (A 60.0 FOOT ROAD RIGHT-OF-WAY), ALSO BEING THE SOUTHEAST CORNER OF BLOCK 42, HARGILL ORIGINAL TOWNSITE, AND FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE; NORTH; ALONG THE WEST RIGHT-OF-WAY LINE OF WLSON AVENUE (A 60.0 FOOT ROAD RIGHT-OF-WAY), A DISTANCE OF 460.0 FEET TO A 1/2" IRON ROD 24" IN LENGTH SET, FOR AN EXTERIOR CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE; EAST, A DISTANCE OF 60.0 FEET TO A 1/2" IRON ROD 24" IN LENGTH SET, AT THE EAST RIGHT-OF-WAY LINE OF WLSON AVENUE (A 60.0 FOOT ROAD RIGHT-OF-WAY) FOR AN INTERIOR CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE; NORTH; ALONG THE EAST RIGHT-OF-WAY LINE OF WLSON AVENUE (A 60.0 FOOT ROAD RIGHT-OF-WAY), A DISTANCE OF 400.0 FEET TO A 1/2" IRON ROD 24" IN LENGTH SET, AT THE SOUTH RIGHT-OF-WAY LINE OF 2ND STREET (A 60.0 FOOT ROAD RIGHT-OF-WAY) FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE; EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF 2ND STREET (A 60.0 FOOT ROAD RIGHT-OF-WAY), A DISTANCE OF 330.0 FEET TO A 1/2" IRON ROD 24" IN LENGTH SET, FOR THE NORTHEAST CORNER OF SAID BLOCK 22 AND ALSO BEING THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE; SOUTH, ALONG THE EAST LINE OF BLOCK 22, A DISTANCE OF 400.0 FEET TO A 1/2" IRON ROD SET, FOR THE SOUTHEAST CORNER OF SAID BLOCK 22, AT THE NORTH RIGHT-OF-WAY LINE OF 3RD STREET (A 60.0 FOOT ROAD RIGHT-OF-WAY) FOR AN INTERIOR CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE; EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF 3RD STREET (A 60.0 FOOT ROAD RIGHT-OF-WAY), A DISTANCE OF 170.0 FEET TO AN EXTERIOR CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH, ACROSS 3RD STREET (A 60.0 FOOT ROAD RIGHT-OF-WAY), A DISTANCE OF 60.0 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 3RD STREET (A 60.0 FOOT ROAD RIGHT-OF-WAY) AND CONTINUING ON THE SAME BEARING ALONG THE EAST LINE OF SAID LOTS 9 THRU 16, BLOCK 40, A TOTAL DISTANCE OF 460.0 FEET TO THE POINT OF BEGINNING, AND CONTAINING 8.944 ACRES TRACT LAND COMPRISING OUT OF 6.877 ACRES OUT OF LOTS 1 THRU 16, BLOCK 41, LOTS 9 THRU 16, BLOCK 40, ALL OF BLOCK 22, 1.873 ACRES OUT OF EXISTING ADJACENT RIGHT-OF-WAYS & 0.184 ACRES OUT OF EXISTING ALLEY WAY MORE OR LESS.

INDEX TO SHEET FOR E.C.I.S.D. HARGILL ELEMENTARY

1	LOCATION MAP AND ETJ;PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. No. 1 CERTIFICATION; H.C.I.D. No. 2 CERTIFICATION, RIGHT OF WAY CERTIFICATION; H.C.H.D. CERTIFICATION: REVISION NOTES.
2	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

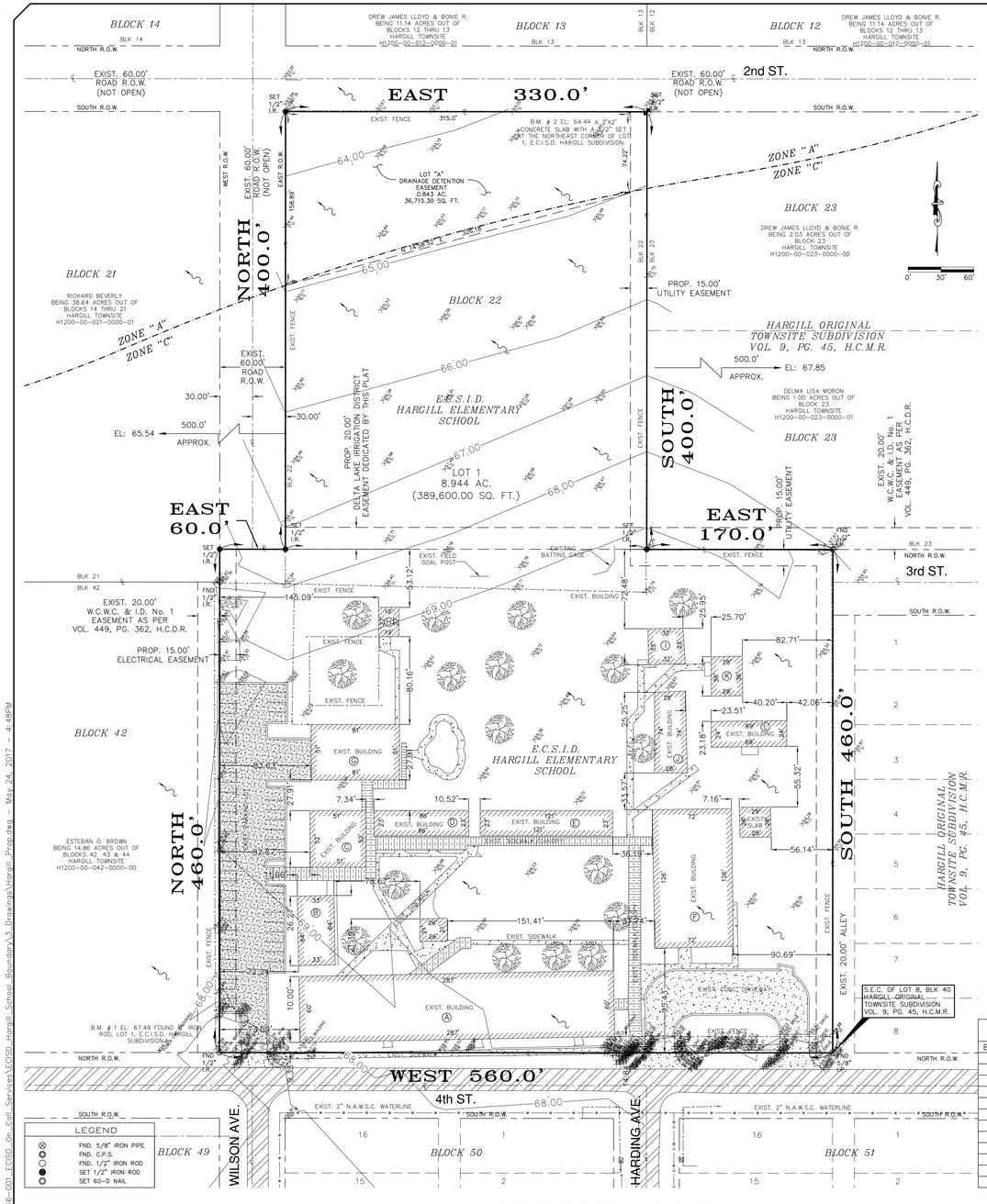
NO.	SHEET	REVISION	DATE	APPROVED

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR, HIDALGO COUNTY CLERKS

ON: _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOL. _____ PAGE. _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



BUILDING FINISH FLOOR	
BUILDING	ELEVATION
A	67.50
B	66.75
C	68.00
D	68.00
E	67.50
F	68.00
G	68.00
H	67.50
I	71.75
J	71.75
K	71.75
L	71.75

MAP OF TOPOGRAPHY & DRAINAGE
THE MAP ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.
(1FT INTERVALS CONTOURS)

NAME		ADDRESS	PHONE NUMBER	FAX NUMBER
OWNER:	RENE GUTIERREZ, E.C.I.S.D. SUPERINTENDENT	411 N. 8TH AVE., EDINBURG, TEXAS 78541	(956) 289-2300	N/A
ENGINEER:	ISAEL POSADAS, P.E.	5602 E. IOWA RD., EDINBURG, TEXAS 78542	(956) 287-1818	(956) 287-3697
SURVEYOR:	LEO L. RODRIGUEZ, JR., R.P.L.S.	P.O. BOX 1830, EDINBURG, TEXAS 78540	(956) 491-1013	(956) 381-2775

SDI ENGINEERING, LLC
CIVIL ● TRANSPORTATION ● PLANNING ● STORMWATER
5602 E. IOWA RD., EDINBURG, TEXAS 78542
(956) 287-1818 PH. (956) 287-3697 FAX
INFO@SDI-ENGINEERING.COM
TBPE REG. NO. F-13016

DRAINAGE STATEMENT
FOR
E.C.I.S.D. HARGILL ELEMENTARY SUBDIVISION

I. PROJECT LOCATION

E.C.I.S.D. HARGILL ELEMENTARY SUBDIVISION IS AN 8.944 ACRE TRACT OF LAND COMPRISING OUT OF A 6.877 ACRES OUT OF LOT 1 THRU 16, BLOCK 41, LOTS 9 THRU 16 BOCK 40, ALL OF BLOCK 22, 1.873 ACRES OUT OF EXISTING ADJACENT RIGHT-OF-WAYS AND 0.184 ACRES OUT OF EXISTING ALLEY WAYS, AS PER HARGILL ORIGINAL TOWNSITE, AS RECORDED IN VOL. 9, PG. H.C.I.D, H.C.M.R., HIDALGO COUNTY, TEXAS. PROPOSED DEVELOPMENT WILL CONSIST OF A 1-LOT, INSTITUTIONAL SUBDIVISION. THE PROPERTY IS LOCATED IN HIDALGO COUNTY, TEXAS, ON THE NORTHEAST INTERSECTION OF WILSON AVE. AND 4TH STREET AND IT IS LOCATED WITHIN THE RURAL AREA OF THE COUNTY.

II. FLOOD PLAIN

THE SUBJECT TRACT IS LOCATED IN "ZONE C" AREAS OF MINIMUM FLOODING (NO SHADING) AND ZONE "A" AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED, IN ACCORDANCE WITH FLOOD INSURANCE RATE MAP NO. 480334 0250 B, MAP REVISED JANUARY 2, 1981.

III. SOIL CONDITIONS

A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HARGILL FINE SANDY LOAM (HARGILL 16), A SOIL THAT IS WELL DRAINED. SURFACE RUNOFF IS MEDIUM. PERMEABILITY IS MODERATE, AND THE AVAILABLE WATER CAPACITY IS MEDIUM

IV. EXISTING CONDITIONS

THE SUBJECT TRACT IS CURRENTLY DEVELOPED BY AN E.C.I.S.D. (EDINBURG CONSOLIDATED SCHOOL DISTRICT) ELEMENTARY SCHOOL. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY 0.15 TO 0.20%. EXISTING RUNOFF GENERALLY FLOWS ON A NORTHWEST DIRECTION, NATURALLY DRAINS ONTO AN EXISTING FLOOD ZONE "A" LOCATED ON THE NORTHWEST AREA OF THE PROPERTY AND SURROUNDING LANDS THAT EVENTUALLY DRAINS AND DISCHARGES ON TO LAGUNA MADRE. THESE PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS AND AVOID CONCENTRATING RUNOFF ONTO OTHER AREAS. THE TOTAL CONTRIBUTING 10-YEAR EXISTING STORM WATER RUNOFF IS 10.42 CFS.

V. PROPOSED CONDITIONS

THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT WILL CONSIST OF A 1-LOT, INSTITUTIONAL SUBDIVISION. THE DEVELOPMENT IN THE FORM OF IMPERVIOUS PAVEMENT, DRIVEWAYS AND STRUCTURE WILL NOT SIGNIFICANTLY INCREASE THE ULTIMATE STORM RUNOFF. DEVELOPMENT CONDITIONS WILL CONSIST OF RE-GRADING ONLY THE PAD SITES AND PROVIDING ON-SITE DETENTION. THE INTENTION FOR THIS DEVELOPMENT IS TO ABANDON ADJACENT RIGHT-OF-WAYS. THE TOTAL CONTRIBUTING 10 YEAR DEVELOPED STORM WATER DISCHARGE WILL BE MAINTAINED AT 10.42 CFS.

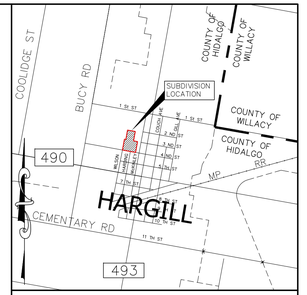
VI. DETENTION REQUIREMENTS

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO 1 POLICY, THE PEAK RATE FOR RUNOFF FOR THIS DEVELOPMENT WILL BE LIMITED TO THE EXISTING 10-YEAR STORM WATER RUNOFF. IN ACCORDANCE WITH THE COUNTY OF HIDALGO REQUIREMENTS, THE DETENTION SHALL BE BASED ON A 10-YEAR FLOOD FOR A TOTAL OF 29,728.85 CUBIC FEET (0.682 AC-FT) OF ON-SITE DETENTION VIA GREEN AREAS.

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS TRACT OD LAND IS LOCATED IN "ZONE C" AREAS OF MINIMUM FLOODING (NO SHADING) AND ZONE "A" AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED, IN ACCORDANCE WITH FLOOD INSURANCE RATE MAP NO. 480334 0250 B, MAP REVISED JANUARY 2, 1981.

ISAEL POSADAS, P.E. — 4/18/17 DATE
LICENSED PROFESSIONAL ENGINEER NO. 89435

STATE OF TEXAS — ISAEL POSADAS — 89435 — LICENSED PROFESSIONAL ENGINEER



LOCATION MAP
SCALE: 1"= 3000'

PREPARED BY:
SDI ENGINEERING, LLC
5602 E. IOWA ROAD
EDINBURG, TEXAS 78542

DATE PREPARED: AUGUST 25, 2016
DATE SURVEYED: AUGUST 25, 2016

E.C.I.S.D. HARGILL ELEMENTARY IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 IN THE NORTHEAST AREA OF HIDALGO COUNTY, ON THE NORTHEAST INTERSECTION OF WILSON AVE. AND 4TH STREET. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ELSA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ELSA THE POPULATION IS 5,660. E.C.I.S.D. HARGILL ELEMENTARY LIES APPROXIMATELY 9.5 MILES FROM THE CITY LIMITS OF THE CITY OF ELSA AND IS LOCATED OUTSIDE THE FIVE (5) MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 212.001.

SUBDIVISION PLAT OF
E.C.I.S.D.
HARGILL ELEMENTARY

BEING A 8.944 ACRE TRACT OF LAND COMPRISING OUT OF 6.877 ACRES OUT OF LOTS 1 THRU 16, BLOCK 41, LOTS 9 THRU 16, BLOCK 40, ALL OF BLOCK 22, 1.873 ACRES OUT OF EXISTING ADJACENT RIGHT-OF-WAYS & 0.184 ACRES OUT OF EXISTING ALLEY WAY HARGILL ORIGINAL TOWNSITE VOL. 9, PG. 45 H.C.M.R. HIDALGO COUNTY, TEXAS

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2	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

NO.	SHEET	REVISION	DATE	APPROVED

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR,
HIDALGO COUNTY CLERKS

ON: _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

Z:\SDI Files\SDI Projects\16-001 ECISD On Call Services\ECISD Hargill School Boundary\3 Drawings\Hargill Prop.dwg - May 24, 2017 - 4:48PM

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 6-27-2017

PROPOSED **HERNANDEZ MACIAS** SUBDIVISION, PRECINCT No. **2.**

ENGINEER: **NAIN ENGINEERING** DEVELOPER: **NOE HERNANDEZ GARCIA**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST SIDE OF F.M. 907 (ALAMO ROAD) APPROXIMATELY 900 FEET SOUTH OF EARLING ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **ALAMO** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **6-13-2017** PROPERTY LIES WITHIN FLOOD ZONE: **"B & C"** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE ACCOMPLISHED WITHIN THE LOW AREAS OF THE LOTS WITH A RUNOFF INTO THE RE-GRADED ROAD SIDE DITCH.**

ROAD R.O.W. DEDICATION: **20.00 FEET ADDITIONAL R.O.W. ONTO F.M. 907 (ALAMO ROAD)**

H.C.R.O.W. FINAL APPROVAL DATE: **6-07-2017** By, **JAIME SALINAS, PCT. 2** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **6-06-2017** BY, ENVIRONMENTAL HEALTH DIVISION MANAGER
SEWER SYSTEM: ☒OSSF HAS BEEN INSTALLED AND INSPECTED BY HCHD.

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **6"** LOCATION: **F.M. 907 (ALAMO ROAD).**

H.C.O.E.C. FINAL APPROVAL DATE: **6-06-2017** : BY **MARTIN RAMIREZ** ENVIRONMENTAL COMPLIANCE COORDINATOR
☒**SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

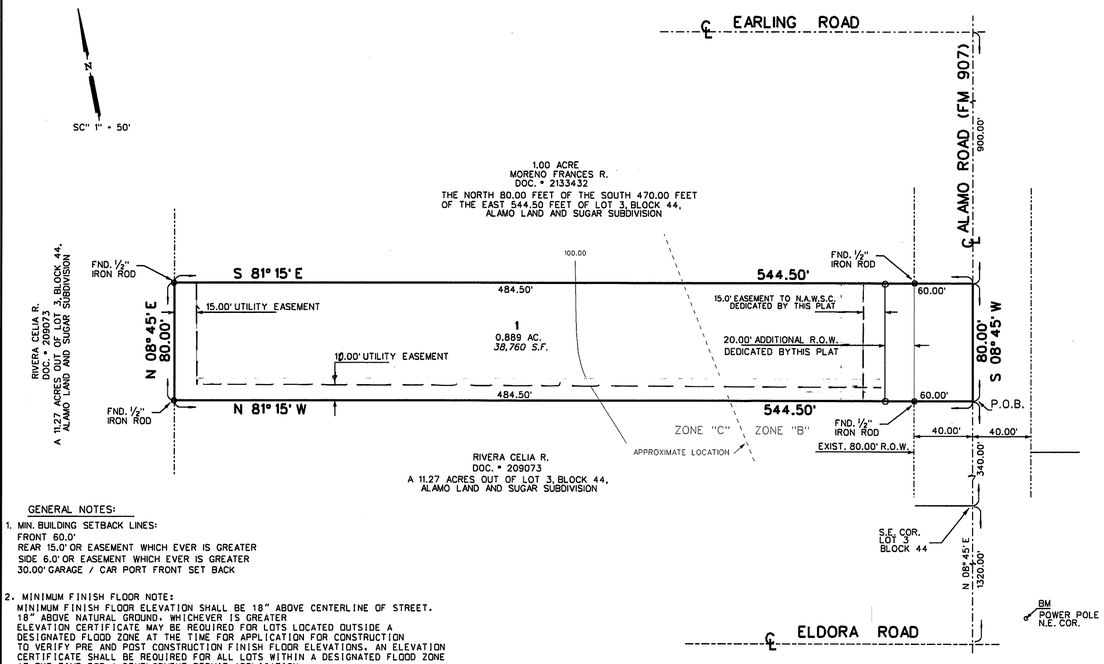
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **MARCH 7, 2017**

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **ALAMO**.
☒ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

HERNANDEZ MACIAS SUBDIVISION

A 1.00 ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 44, ALAMO LAND AND SUGAR COMPANY SUBDIVISION ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS.



GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 60.0'
   REAR 15.0'OR EASEMENT WHICH EVER IS GREATER
   SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
   30.00' GARAGE / CAR PORT FRONT SET BACK

2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET. 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

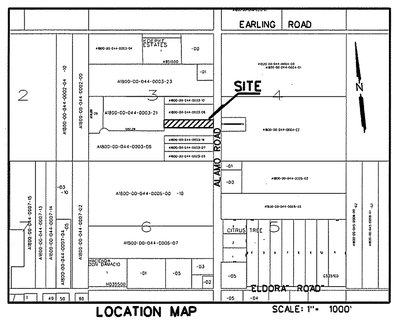
3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   ↗ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.

4. - *BENCH MARK: 99.50 C.P.S IN POWER POLE LOCATED OF ELDORA ROAD AND ALAMO ROAD (FM 907) NAVD 88 DATUM*

5. FLOOD ZONE DESIGNATION: ZONE "C" AND ZONE "B"
   ZONE "C"- AREAS OF MINIMAL FLOODING
   FLOOD ZONE B - AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
   C.P.N. 480334 0425 C
   MAP REVISED: NOVEMEBER 16, 1982
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1812 CUBIC -FEET 0.04 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITHIN THE SUBDIVISION
   THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS ARE BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.



LOCATION MAP SCALE: 1"= 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

HERNANDEZ MACIAS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 2 IN THE CENTRAL EAST OF HIDALGO COUNTY ON THE WEST SIDE OF ALAMO ROAD (FM 907, 900.00 FEET SOUTH OF EARLING ROAD. THE ONLY NEARBY MUNICIPALY IS THE CITY OF ALAMO ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ALAMO (POPULATION 19,149 /2015 CENSUS). HERNANDEZ MACIAS SUBDIVISION LIES APPROXIMATELY 1.1 MILES FROM THE CITY LIMITS OF ALAMO AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
   THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
   F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
      1. ANCHORING OF SEPTIC TANK(s)
      2. BACK FLOW VALVES
      3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

11. NOE HERNANDEZ GARCIA.. THE OWNER & SUBDIVIDER OF HERNANDEZ MACIAS SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

15. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

16. NO STRUCTURE SHALL BE MORE THAN 500 FEET FROM A FIRE HYDRANT

17. ALL LOTS SHALL HAVE APOST DEVELOPMENT FINISHED GRADE FROM THEREAR OF THE LOT TO CURB AND/OR ROAD DITCH AT A 0.05% SLOPE TO ACCOMLISH POSITIVE DRAINAGE

18. TXDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED FOR LOT 1 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO FM 907 (ALAMO ROAD). TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.

METES AND BOUNDS

A 1.00 ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 44, ALAMO LAND AND SUGAR COMPANY SUBDIVISION ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 3 AND IN THE CENTERLINE OF ALAMO ROAD (FM 907) FOR THE SOUTHEAST CORNER OF THIS TRACT; SAID POINT BEARS N 08° 45' E, 340.00 FEET FROM THE SOUTHEAST CORNER OF LOT 3, BLOCK 44;

THENCE; N 81° 15' W, PASSING A ½" IRON ROD FOUND AT 40.00 FEET FOR THE WEST R.O.W. LINE OF ALAMO ROAD (FM 907), A TOTAL DISTANCE OF 544.50 FEET FOR A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE; N 08° 45' E, A DISTANCE OF 80.00 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRCAT;

THENCE; S 81° 15' E, PASSING A ½" IRON ROD FOUND AT 504.50 FEET FOR THE WEST R.O.W. LINE OF ALAMO ROAD (FM 907), A TOTAL DISTANCE OF 544.50 FEET TO A POINT ON THE EAST LINE OF LOT 3 AND IN THE CENTERLINE OF ALAMO ROAD (FM 907) FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE; S 08° 45' E, ALONG THE EAST LINE OF LOT 3 AND THE CENTERLINE OF ALAMO ROAD (FM 907) A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A 1.00 ACRE TRACT OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCCESSORS, ASSIGNS. AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HERBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HERIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT. WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS 7th DAY OF MARCH ,2017

OWNER: NOE HERNANDEZ GARCIA
ADDRESS: 427 E. SIOUX ROAD
ALAMO, TEXAS 78516

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF HERNANDEZ MACIAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2017.

HIDALGO COUNTY JUDGE DATE

ATTEST:_____
HIDALGO COUNTY CLERK DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF HERNANDEZ MACIAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____, _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	*NOE HERNANDEZ GARCIA*	*427 E. SIOUX ROAD*	*ALAMO, TEXAS 78516*	(956) 563-2209
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537,	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

DATE OF PREPARATION: AUGUST 14, 2016

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
I, NOE HERNANDEZ GARCIA OWNER OF THE 1.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "HERNANDEZ MACIAS SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS:
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS:
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS: AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: NOE HERNANDEZ GARCIA
ADDRESS: 427 E. SIOUX ROAD
ALAMO, TEXAS 78516

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED NOE HERNANDEZ GARCIA PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7th DAY OF MARCH , 2017

LEONOR ARRATIA
Notary Public, State of Texas
My commission Expires
December 19, 2018

NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2

ON THIS THE 10th DAY OF April , 2017 .

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACE UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS-OF-WAYS OR EASEMENTS.

Karl Odt
PRESIDENT

ATTEST: Ricardo Schuster
SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT #2 SAN JUAN TEXAS

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS. WATER CODE§ 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

CITY OF ALAMO
CERTIFICATE OF APPROVAL

I, THE UNDERSIGNED, MAYOR OF THE CITY OF ALAMO, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS WITH ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS (TITLE 11 OF THE MUNICIPAL CODE) OF THE CITY WHERE SUCH APPROVAL IS REQUIRED.

ATTEST: Margot Salas
CITY SECRETARY DATE

CITY OF ALAMO TEXAS

Alma Martinez
MAYOR OF CITY OF ALAMO DATE

THIS PLAT OF HERNANDEZ MACIAS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF ALAMO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS 7th DAY OF June , 2017

CHAIRMAN

6-7-17
DATE

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SU PERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Homero Luis Gutierrez 3/03/17
HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS REGISTERED HOMERO LUIS GUTIERREZ 2791 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

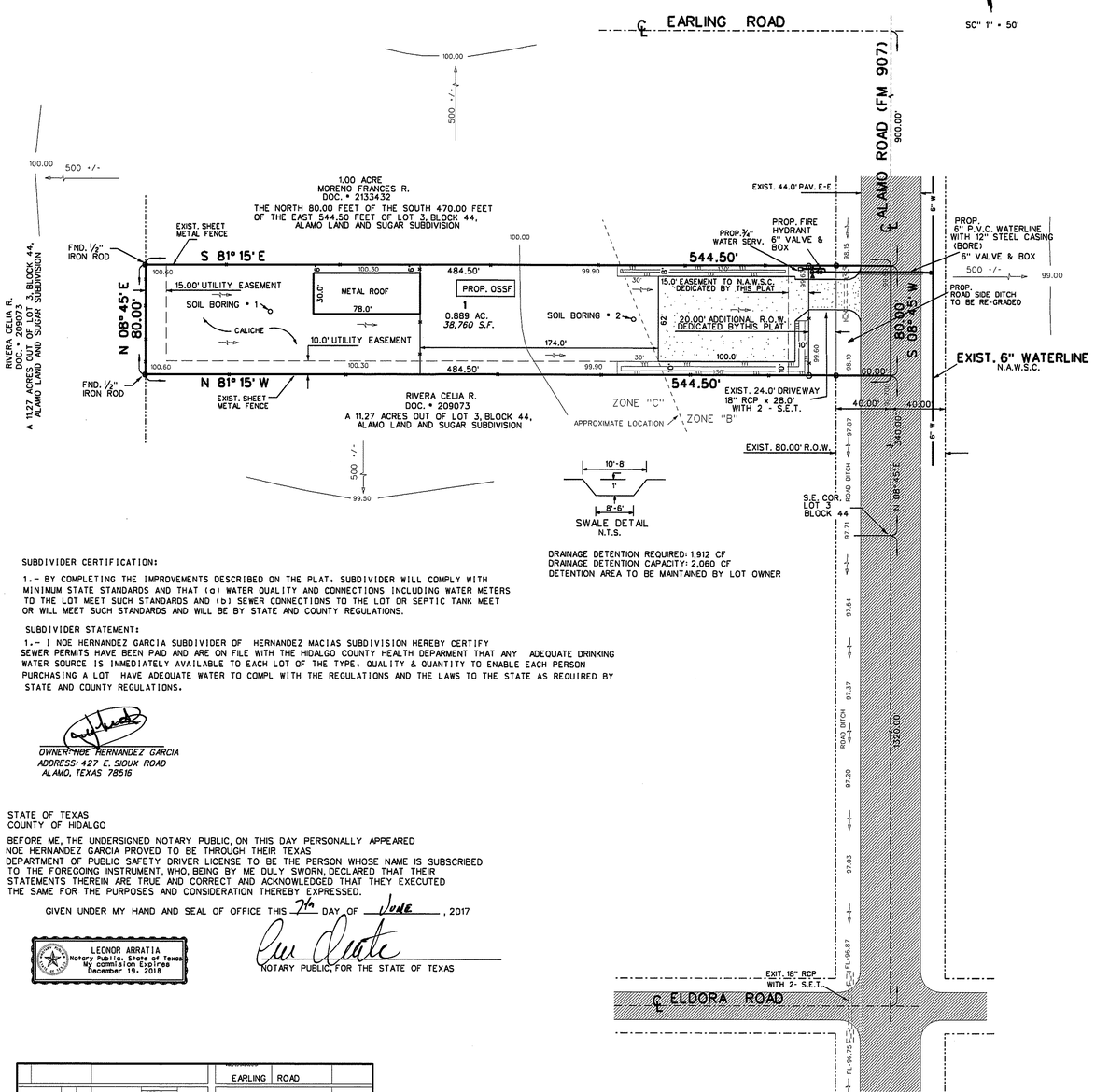
Guillermo A. Arratia, P.E. 3/6/17
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS GUILLERMO A. ARRATIA 94001 LICENSED PROFESSIONAL ENGINEER

INDEX TO SHEET OF HERNANDEZ MACIAS SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS;
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND
	RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL
	CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE
	OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE
	ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED;
	H.C.D.D. CERTIFICATION; H.C.I.D. NO.2 CERTIFICATE
	OF APPROVAL; REVISION NOTES; H.C.I.D.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT
	(ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION);
	TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA



SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I NOE HERNANDEZ GARCIA SUBDIVIDER OF HERNANDEZ MACIAS SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: NOE HERNANDEZ GARCIA
ADDRESS: 427 E. SIOUX ROAD
ALAMO, TEXAS 78516

STATE OF TEXAS
COUNTY OF HIDALGO

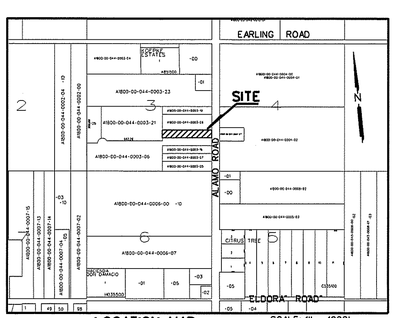
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED NOE HERNANDEZ GARCIA PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7th DAY OF June, 2017

LEONOR ARRATIA
Notary Public, State of Texas
My comision Expires
December 19, 2018

NOTARY PUBLIC, FOR THE STATE OF TEXAS

DRAINAGE DETENTION REQUIRED: 1,912 CF
DRAINAGE DETENTION CAPACITY: 2,060 CF
DETENTION AREA TO BE MAINTAINED BY LOT OWNER



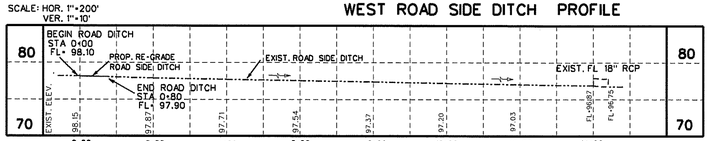
LOCATION MAP SCALE: 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

HERNANDEZ MACIAS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 2 IN THE CENTRAL EAST OF HIDALGO COUNTY ON THE WEST SIDE OF ALAMO ROAD (FM 907, 900.00 FEET SOUTH OF EARLING ROAD. THE ONLY NEARBY MUNICIPALY IS THE CITY OF ALAMO ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ALAMO (POPULATION 19,149 /2010 CENSUS), HERNANDEZ MACIAS SUBDIVISION LIES APPROXIMATELY 1.1 MILES FROM THE CITY LIMITS OF ALAMO AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

SCALE: HOR. 1"=200'
VER. 1"=10'

WEST ROAD SIDE DITCH PROFILE



REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

HERNANDEZ MACIAS SUBDIVISION

A 1.00 ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 44, ALAMO LAND AND SUGAR COMPANY SUBDIVISION ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS.

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

HERNANDEZ MACIAS SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.) THE SUBDIVIDER, AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C.. HAS AN EXISTING 6" DIAMETER WATERLINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF ALAMO ROAD (FM 907)

WATER DISTRIBUTION FOR HERNANDEZ MACIAS SUBDIVISION CONSIST OF A PROPOSED 1 - ¾" DIAMETER SINGLE WATER SERVICE VIA BORE A 6 INCH WATERLINE WITH A FIRE HYDRANT FOR THIS SUBDIVISION, SAID SERVICES TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $7,500.00, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $1,525.00, WHICH COVERS THE COST FOR ALL THE LOTS , AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C.. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C.. ,AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM HERNANDEZ MACIAS SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR JOSE A GONZALEZ REG. # 12258, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS III SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT AT TOTAL COST OF $1,500.00. THE HIDALGO COUNTY HEALTH DEPATMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON MARCH 7, 2017

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWEAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 9,025.00
SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $1,500.00 FOR THE ENTIRE SUBDIVISION.

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE HERNANDEZ MACIAS SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C.. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C.. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE HERNANDEZ MACIAS SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 6 PULGADAS DE DIAMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA ALAMO ROAD (FM 907)

Y DE LOS CONDUCTOS DE AGUA SE INSTALARAN UN CONDUCTO DE ¾ DE PULGADA DEDIAMETRO Y UNA LINEA DE AGUA DE 6 PULGADAS QUE PASARA POR DE BAJO DE LA CARRETERA ALAMO ROAD (FM 907) CON UN HYDRANTE DE AGUA
PARA ESTA SUBDIVISION Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $7,500.00
EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C.. $1,250.00 POR LOTE QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE N.A.W.S.C.. LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADOPARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.
CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME)
EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 60 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $1,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROVACION FINAL. A UN COSTO TOTAL DE $1,500.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE MARZO 7, 2017

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 9,025.00
DENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN $ 1,500.00 PARA TODA LA SUBDIVISION

Guillermo A. Arratia, P.E. 6/7/17
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER • 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

DATE OF PREPARATION: AUGUST 14, 2016

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	NOE HERNANDEZ GARCIA	427 E. SIOUX ROAD	ALAMO, TEXAS 78516	(956) 563-2209
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537,	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

DRAINAGE REPORT:

NOVEMBER, 2016
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.
HERNANDEZ MACIAS SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON WEST SIDE OF ALAMO ROAD (FM 907), 900.00FEET SOUTH OF EARLING ROAD

FLOOD ZONE DESIGNATION: ZONE "C" AND ZONE "B"
ZONE "C"- AREAS OF MINIMAL FLOODING
FLOOD ZONE B - AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
C.P.N. 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED. THE EXISTING TERRAIN TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (0.46 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE EAST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF ONE LOT FOR COMMERCIAL USE. THE STORM SEWER RUNOFF AFTER DEVELOPMENT WILL BE INCREASE 0.54 CFS FOR A TOTAL 1.0 CFS. I HAVE CALCULATE THAT 1,912 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL DETAINED WITHIN THE PROPERTY BY DRAINAGE SWALES AND WILL BE OUT FALLING INTO THE REGRADED ROAD SIDE DITCH OF ALAMO ROAD (FM 907) OWNED BY TxDOT. AN 18 INCH PIPE WITH SAFETY END TREATMENT WILL BE REQUIRED AT DRIVEWAY

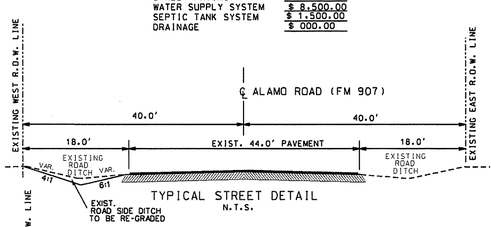
CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A
FLOOD ZONE DESIGNATION: ZONE "C" AND ZONE "B"
ZONE "C"- AREAS OF MINIMAL FLOODING
FLOOD ZONE B - AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
C.P.N. 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

Guillermo A. Arratia, P.E. 6/7/17
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

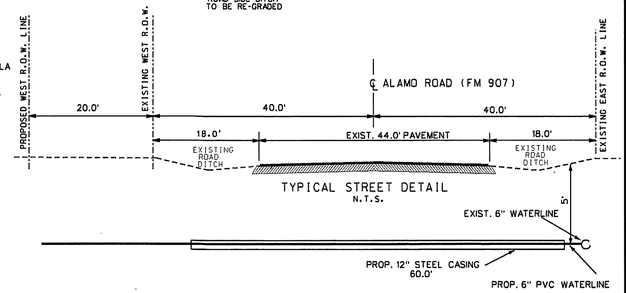
STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 8,500.00
SEPTIC TANK SYSTEM	$ 1,500.00
DRAINAGE	$ 000.00



TYPICAL STREET DETAIL
N.T.S.



TYPICAL STREET DETAIL
N.T.S.

WATERLINE CROSSING DETAIL
NTS

SHEET 2 OF 2

INDEX TO SHEET OF HERNANDEZ MACIAS SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; H.C.I.D. No.2 CERTIFICATE OF APPROVAL; REVISION NOTES, H.C.H.D.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 6-27-2017

PROPOSED **TVM PROPERTIES** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **R.E. GARCIA & ASSOCIATES** DEVELOPER: **THOMAS ARCE JR.**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ___☐*SINGLE FAMILY ___☐*MULTI-FAMILY __3__☒COMMERCIAL __☐INSTITUTIONAL

LOCATION DESCRIPTION: **NORTH WEST CORNER OF CURVE ROAD AND VAL VERDE ROAD [FM 1423].**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **6-30-2015** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.-

DRAINAGE DESIGN: **ONSITE GREEN AREAS OF THE LOT OR BY DESIGN SITE PLAN IF APPLY FOR COMMERCIAL USE.**

ROAD R.O.W. DEDICATION: **20.00 FEET ONTO VAL VERDE ROAD [FM 1423]**

H.C.R.O.W. FINAL APPROVAL DATE: **1-03-2017** By, **JOE A. OCHOA PCT. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **5-10-2017** BY, ENVIRONMENTAL HEALTH DIVISION MANAGER

SEWER SYSTEM: ☒ OSSF WILL INSTALL AT BUILDING PERMIT STAGE.

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **2"** LOCATION: **WEST OF VALVERDE ROAD [FM 1423]**

H.C.O.E.C. FINAL APPROVAL DATE: **1-19-2017** : BY **MARTIN RAMIREZ** ENVIRONMENTAL COMPLIANCE COORDINATOR

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **JULY 28, 2015**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

☒ **Final Approval** *subject to recommendations other departments*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

METES AND BOUNDS DESCRIPTION

A 3.93 ACRE TRACT OF LAND BEING A PORTION OF LOT 16, R. B. CURRY SURVEY SUBDIVISION NO. 3, AS RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT #2588590, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND COTTON PICKER SPINDLE WITHIN THE VAL VERDE ROAD (FM 1423) RIGHT-OF-WAY BEING THE SOUTHEAST CORNER OF SAID LOT 16 FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE N 89° 06' 49" W ALONG THE SOUTH LINE OF SAID LOT 16, PASS AT 45.00 FEET A POINT BEING THE WEST RIGHT-OF-WAY LINE OF SAID VAL VERDE ROAD (FM 1423) AND CONTINUING FOR A TOTAL DISTANCE OF 395.61 FEET TO A SET ONE-HALF INCH IRON ROD FOR THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT.

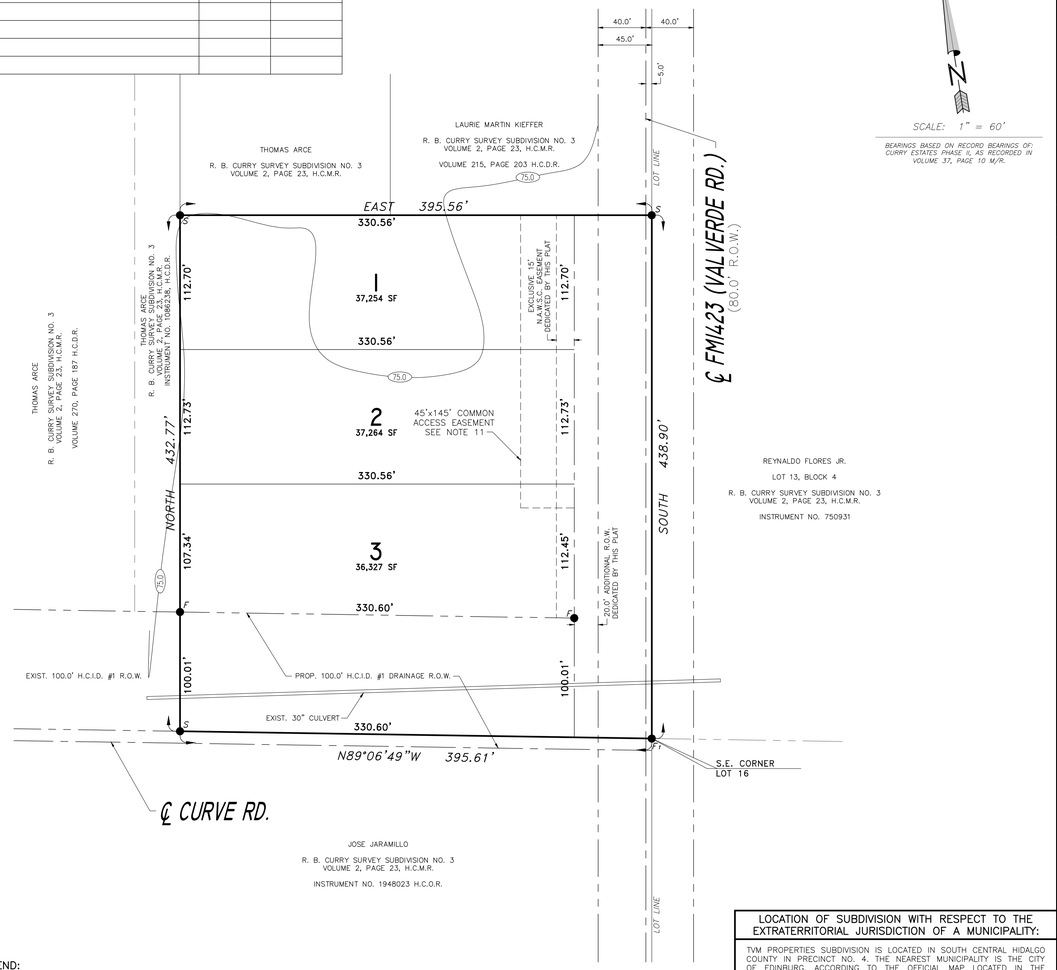
THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT 16, PASS AT 100.00 FEET A FOUND ONE-HALF INCH IRON ROD BEING THE NORTH LINE OF A 100.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 RIGHT-OF-WAY AND CONTINUING FOR A TOTAL DISTANCE OF 432.77 FEET TO A SET ONE-HALF INCH IRON ROD FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT.

THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 16, PASS AT 350.56 FEET A SET ONE-HALF INCH IRON ROD BEING THE WEST RIGHT-OF-WAY LINE OF SAID VAL VERDE ROAD (FM 1423) AND CONTINUING FOR A TOTAL DISTANCE OF 395.56 FEET TO A POINT ON THE EAST LINE OF SAID LOT 16, FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE SOUTH 438.90 FEET ALONG SAID EAST LINE OF LOT 16, WITHIN SAID VAL VERDE ROAD (FM 1423) RIGHT-OF-WAY TO THE POINT OF BEGINNING AND CONTAINING 3.93 ACRES OF LAND, MORE OR LESS.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED



SCALE: 1" = 60'

BEARINGS BASED ON RECORD BEARINGS OF; CURRY ESTATES PHASE II, AS RECORDED IN VOLUME 37, PAGE 10 M/R.

LEGEND:

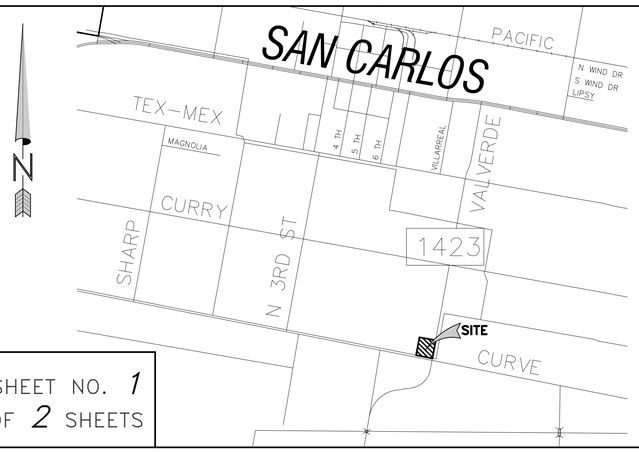
- F – FOUND 1/2"ø IRON ROD
- F1 – FOUND COTTON PICKER SPINDLE
- S – SET 1/2"ø IRON ROD
- S1 – SET COTTON PICKER SPINDLE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

TVM PROPERTIES SUBDIVISION IS LOCATED IN SOUTH CENTRAL HIDALGO COUNTY IN PRECINCT NO. 4. THE NEAREST MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (81,029), TVM PROPERTYS SUBDIVISION LIES APPROXIMATELY 4 MILE FROM THE CITY LIMITS AND IS INSIDE THE CITY'S ETJ ACCORDING TO LOCAL GOVERNMENT CODE SECTION §42.021.

LOCATION MAP

SCALE: 1" = 2000"



SHEET NO. 1 OF 2 SHEETS

PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY & ZIP:	PHONE #/ FAX #:
OWNER:	THOMAS ARCE JR.	1741 WESTMINSTER RD.	BROWNSVILLE, TX 78521	(956) 548 -1702
ENGINEER:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, TX. 78539	(956) 381-1061/(956) 381-1280
SURVEYOR:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, TX. 78539	(956) 381-1061/(956) 381-1280

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ___M, ON _____ _____, 20___ AND WAS RECORDED IN INSTRUMENT #: _____ OF THE MAP RECORDS OF HIDALGO COUNTY.

_____

HIDALGO COUNTY CLERK

APPROVAL BY IRRIGATION DISTRICT:

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1, ON THIS ___ DAY OF_____A.D., 20___.

_____ _____

SECRETARY CHAIRMAN

HIDALGO COUNTY IRRIGATION DISTRICT No. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION, IF DESIRED THIS WILL NOT BE AT DISTRICTS EXPENSE.

THE STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

I, THOMAS ARCE JR. AS OWNER OF THE 3.93 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
THOMAS ARCE JR. DATE
1741 WESTMINSTER ROAD
BROWNSVILLE, TEXAS 78521

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20___.

_____ _____

MY COMMISSION EXPIRES: NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF _____ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON

_____ ____, 20___.

_____ _____

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

APPROVAL BY DRAINAGE DISTRICT:

_____ HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS THE UNDERSIGNED CERTIFY THAT THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.

_____

DISTRICT MANAGER

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF _____ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

_____ ____, 20___.

_____ _____

HIDALGO COUNTY JUDGE DATE

ATTEST:

_____ _____

HIDALGO COUNTY CLERK DATE

PLAT OF
TVM PROPERTIES SUBDIVISION

A 3.93 ACRE TRACT OF LAND BEING A PORTION OF LOT 16, R. B. CURRY SURVEY SUBDIVISION NO. 3, AS RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED DOCUMENT # 2588590, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

DATE: MARCH 30, 2015

SCALE IN FEET
0 40' 80' 180'

SCALE: 1" = 60'

PREPARED BY:

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F-5001) & SURVEYOR (10015300)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGAASSOC@AOL.COM

R.E. Garcia Associates

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
ZONE "X" IS DEFINED AS AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: AUGUST 17, 2001, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AN AREA AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 00.00 FEET
REAR: 00.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 00.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS RESTRICTION SHALL BE PLACED IN ALL DEEDS AND CONTRACTS FOR DEEDS FOR REAL ESTATE SOLD WITHIN THE SUBDIVISION. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M.-1 ELEV. N.G.V.D. 83

6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 15,718 CUBIC-FEET (0.360 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: BY UTILIZING PROPERLY GRADED LANDSCAPED AREAS.

7. ALL EASEMENTS ON THIS PLAT ARE DEDICATED BY THIS PLAT UNLESS NOTED OTHERWISE.

8. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

9. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN SITED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

10. LOT OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF DETENTION AREAS TO ACCOMMODATE DRAINAGE RUNOFF AS CALCULATED BY PLAT ENGINEER PRIOR TO ISSUANCE OF ANY FINAL LIGHT OR WATER CLEARANCES. IN ADDITION, THE LOT OWNER SHALL PROVIDE A REVISED ENGINEERED DRAINAGE CALCULATION IF IT IS DETERMINED AT THE APPLICATION STAGE THAT THE IMPERVIOUS AREA FOR THE LOT IS GREATER THAN THE IMPERVIOUS AREA CONSIDERED BY THE PLAT ENGINEER WHEN CALCULATING THE RUNOFF FOR THE LOT.

11. NO INDIVIDUAL LOT DRIVEWAY ACCESS WITH BE ALLOWED FROM FM1423 (VALVERDE RD.) ON TO LOTS 1, 2 & 3. A 40 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN AT THE NORTH LINE TO PROVIDE INGRESS AND EGRESS FROM FM1423 (VALVERDE RD.). ACCESS EASEMENT SHALL REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS SO THAT INCOMING AND OUTGOING TRAFFIC MAY TRAVEL FREELY. THE INDIVIDUAL LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PAVING AND DRAINAGE IMPROVEMENTS WITHIN THE ROAD ACCESS EASEMENT WITH HIS RESPECTIVE SECTION.

12. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. THOMAS ARCE, THE OWNER & SUBDIVIDER OF TVM PROPERTIES SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

14. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

15. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

16. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES, BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

17. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT & OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL & INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

INDEX OF SHEETS

	DESCRIPTION
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; IRRIGATION DISTRICT APPROVAL; REVISION NOTES
2	MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL GARCIA , REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

STATE OF TEXAS REGISTERED RAUL E. GARCIA 4204 PROFESSIONAL LAND SURVEYOR

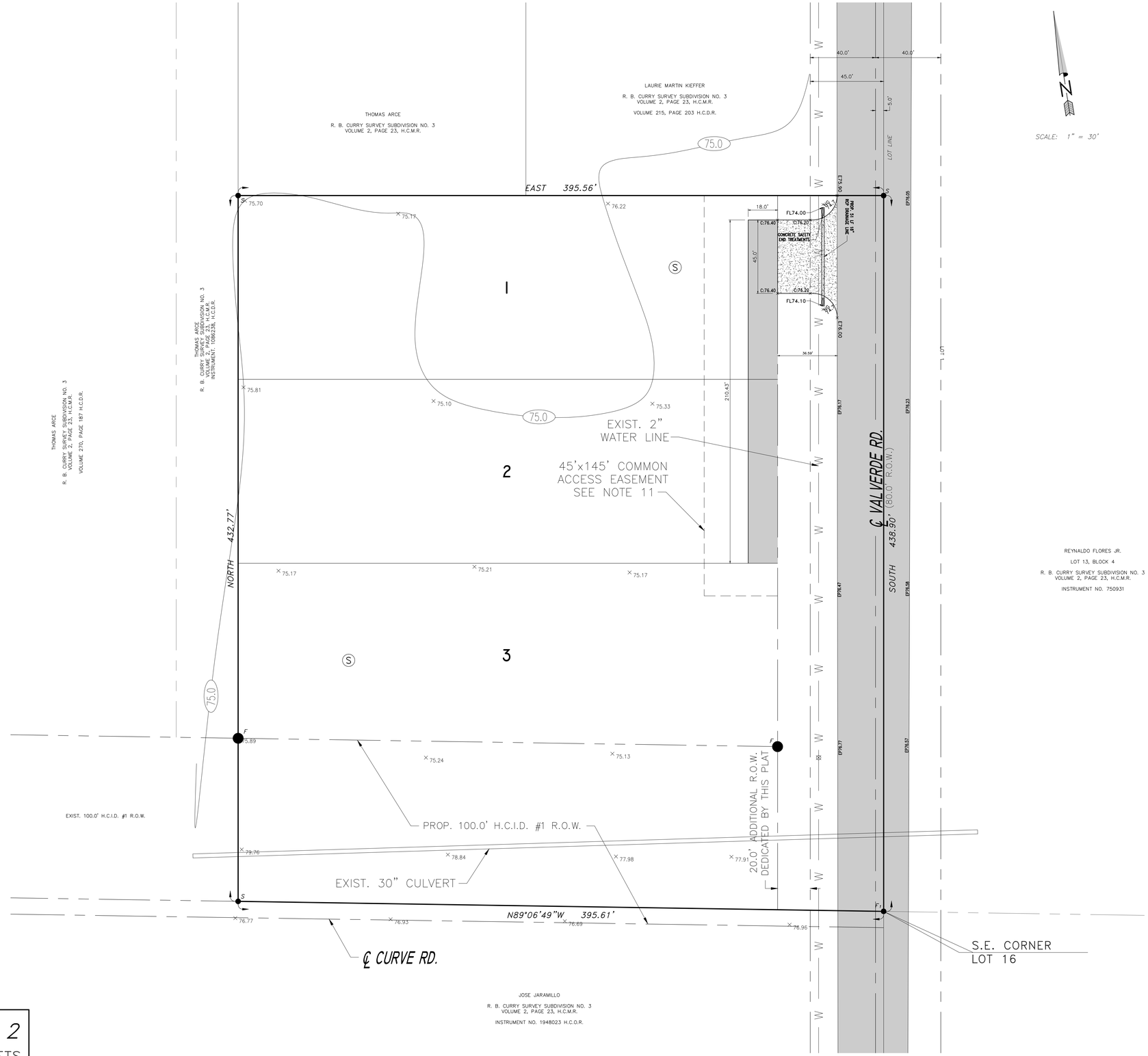
_____
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS RAUL E. GARCIA 64790 REGISTERED PROFESSIONAL ENGINEER

_____
REGISTERED PROFESSIONAL ENGINEER #64790



TOPOGRAPHY AND DRAINAGE OF
TVM PROPERTIES SUBDIVISION

A 3.93 ACRE TRACT OF LAND BEING A PORTION OF LOT 16, R. B. CURRY SURVEY SUBDIVISION NO. 3, AS RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED DOCUMENT # 2588590, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

DATE: MARCH 30, 2015

SCALE IN FEET
0 30' 60' 90'

SCALE: 1" = 30'

PREPARED BY:

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F-5001) & SURVEYOR (10015300)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGAASSOC@AOL.COM

R.E. Garcia
Associates

DRAINAGE STATEMENT FOR TVM PROPERTIES SUBDIVISION

TVM PROPERTIES SUBDIVISION CONSISTS OF A 3 LOT COMMERCIAL SUBDIVISION LOCATED ON A 3.93 ACRE TRACT OF LAND BEING A PORTION OF LOT 16, R. B. CURRY SURVEY SUBDIVISION NO. 3, AS RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED ON THE NORTHWEST CORNER OF THE CURVE ROAD AND VAL VERDE ROAD (FM1423) INTERSECTION. THE PROPOSED SUBDIVISION IS LOCATED WITHIN A ZONE "X" FLOOD HAZARD AREA AS DESIGNATED BY FEMA FIRM COMMUNITY PANEL NUMBER 480334 0325 D REVISED AUGUST 17, 2001. ZONE "X" IS DEFINED AS "AREAS OUTSIDE OF 500-YEAR FLOOD PLANE".

THE PREDOMINANT SOIL FOR THIS PROPERTY IS A DARK GRAYISH BROWN SANDY CLAY LOAM WHICH IS MODERATELY PREVIOUS. THIS SOIL IS FOUND TO BE IN THE HYDROLOGIC GROUP "B" AS DETERMINED BY USE OF THE SOIL SURVEY OF HIDALGO COUNTY. (SEE ATTACHMENT). CURRENTLY THE PROPERTY IS VACANT AND USED FOR AGRICULTURAL PURPOSES WITH TYPICAL GRADING AND RUNOFF.

EXISTING RUNOFF IS DIRECTED EAST TOWARD VAL VERDE ROAD (FM1423) . VAL VERDE ROAD (FM1423) FLOWS SOUTH INTO A HIDALGO COUNTY IRRIGATION DISTRICT STORM SEWER/DRAINAGE DITCH ADJACENT TO THE SOUTH OF THE SITE. THE PROPOSED SUBDIVISION WILL UTILIZE ENGINEERED SITE PLANS UTILIZING SWALES AND GREEN AREAS TO DETAIN STORM RUNOFF WHICH WILL OVERFLOW INTO THE EXISTING ROAD SECTION.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT # 1 POLICY, A MINIMUM OF 15,718 CUBIC FEET OF STORM RUNOFF WILL BE DETAINED WITH A MAXIMUM DISCHARGE RATE OF 2.76 CFS. THE PEAK RATE OF RUNOFF WILL NOT BE INCREASED DURING THE 10 YEAR RAINFALL EVENT. ANY DETENTION AND DRAINAGE PLAN SHALL BE APPROVED BY THE HIDALGO COUNTY AT THE TIME OF ISSUANCE OF BUILDING PERMIT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A FLOOD ZONE "X": AREAS OUTSIDE OF 500-YEAR FLOOD PLANE

STATE OF TEXAS
RAUL E. GARCIA
64790
REGISTERED PROFESSIONAL ENGINEER

REGISTERED PROFESSIONAL ENGINEER #64790

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

LEGEND:
F – FOUND 1/2"ø IRON ROD
F1 – FOUND COTTON PICKER SPINDLE
S – SET 1/2"ø IRON ROD
Ⓢ – SOIL BORE
⊠ – WATER VALVE

SHEET NO. 2
OF 2 SHEETS

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 6-27-2017

PROPOSED **LOMA VERDE NO. 4** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **RIO DELTA ENGINEERING** DEVELOPER: **KYLE RUPPERT**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **7** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST OF MILE 21 ROAD (SUNFLOWER LINE) APPROXIMATELY 330 FEET NORTH OF F.M. 2812.**

SUBDIVISION LIES WITHIN THE: ☒THE RURAL AREA OF THE COUNTY

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **2-16-2017** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **RECONSTRUCTION OF MILE 21 ROAD SIDE DITCH WITH A DISCHARGE OUTFALL ONTO HCDD#1 DITCH.**

ROAD R.O.W. DEDICATION: **NO ADDITIONAL R.O.W. ONTO MILE 21 ROAD (SUNFLOWER LANE)**

H.C.R.O.W. FINAL APPROVAL DATE: _____ By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **6-08-2017** BY, ENVIRONMENTAL HEALTH DIVISION MANAGER
SEWER SYSTEM: ☒OSSF HAS BEEN INSTALLED AND INSPECTED BY HCHD.

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **MILE 21 ROAD (SUNFLOWER LANE)**

H.C.O.E.C. FINAL APPROVAL DATE: **6-13-2017** : BY **MARTIN RAMIREZ** ENVIRONMENTAL COMPLIANCE COORDINATOR
☒**LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

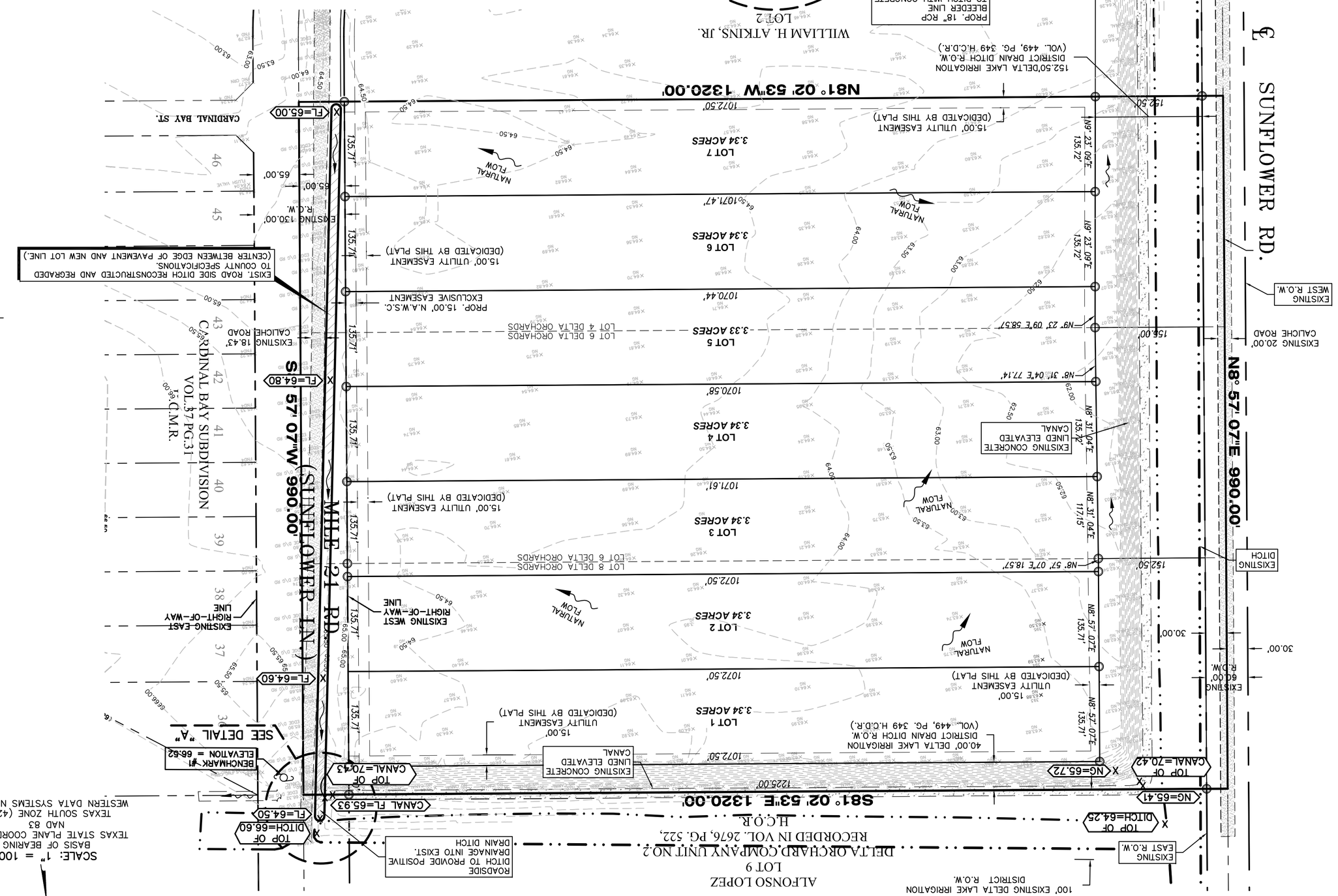
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **APRIL 5, 2017**

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*
☒ **Final Approval** *subject to recommendations other departments*
* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

LOMA VERDE #4 SUBDIVISION
HIDALGO COUNTY, TEXAS

SCALE: 1" = 100'

BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK



ABBREVIATION LEGEND	
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.M.	FARM-TO-MARKET
D.R.H.C.	DEED RECORDS OF HIDALGO COUNTY
N.A.W.S.C.	NORTH ALAMO WATER SUPPLY CORP.
U.E.	UTILITY EASEMENT
O.S.S.F.	ON-SITE SEWAGE FACILITY
B-B	BACK TO BACK
E-E	EDGE TO EDGE
℄	CENTER LINE

LEGEND	
⊙	-POWER POLE
☆	-FIRE HYDRANT
O	-SET IRON ROD
W	-EXIST. 6" WATER LINE
W	-EXIST. WATER SERVICE

REVISION NOTES TABLE	
DATE	DESCRIPTION

INDEX TO SHEETS OF LOMA VERDE #4 SUBDIVISION

SHEET 1: HEADING, INDEX, LOCATION MAP, PRINCIPAL CONTACTS, MAP, LOT, STREETS, AND EASEMENT DESCRIPTION (METES AND BOUNDS), ENGINEER'S AND SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, RECORDING CERTIFICATE, REVISION NOTES, DELTA LAKE IRRIGATION DISTRICT, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE

SHEET 2: ENGINEERING REPORT, NOTARIZATION, COUNTY APPROVAL CERTIFICATE, COUNTY CLERK'S CERTIFICATION, AND ATTESTATION, APPROVAL CERTIFICATE, COUNTY CLERK'S CERTIFICATION, AND ATTESTATION

SHEET 3: ENGINEERING REPORT, NOTARIZATION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATION

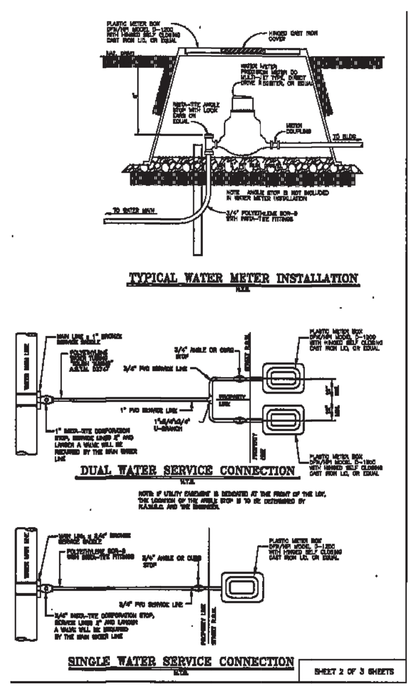
SHEET 3: DRAINAGE REPORT, NOTARIZATION, DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, REVISION NOTES, ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS.

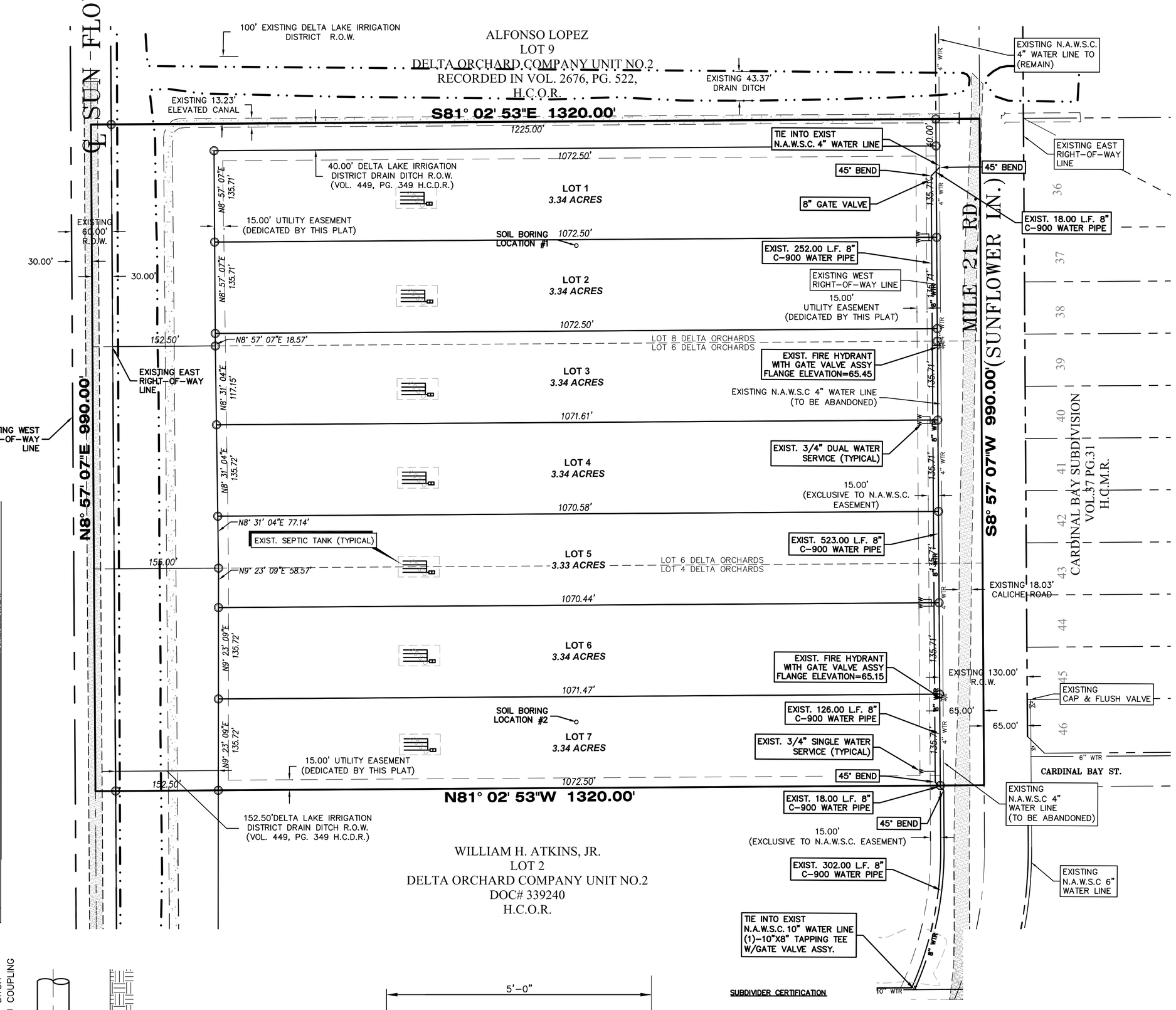
DRAINAGE REPORT
LOMA VERDE #4 SUBDIVISION,
HIDALGO COUNTY, TEXAS

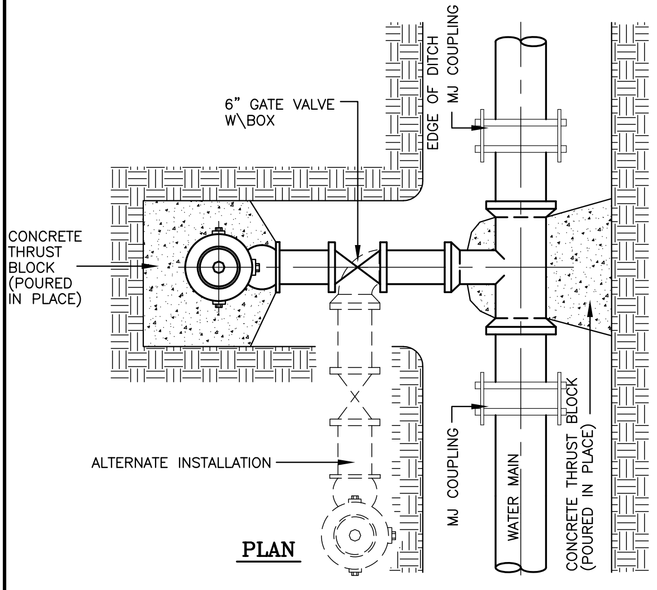
LOMA VERDE #4 SUBDIVISION IS A PROPOSED 7 LOT RESIDENTIAL SUBDIVISION, SAME BEING A 30.00 ACRES TRACT OF LAND, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING OUT ALL OF LOTS FOUR (4), SIX (6), AND EIGHT (8), DELTA ORCHARDS COMPANY UNIT NO.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORD

DATE OF PREPARATION: JUNE, 2017

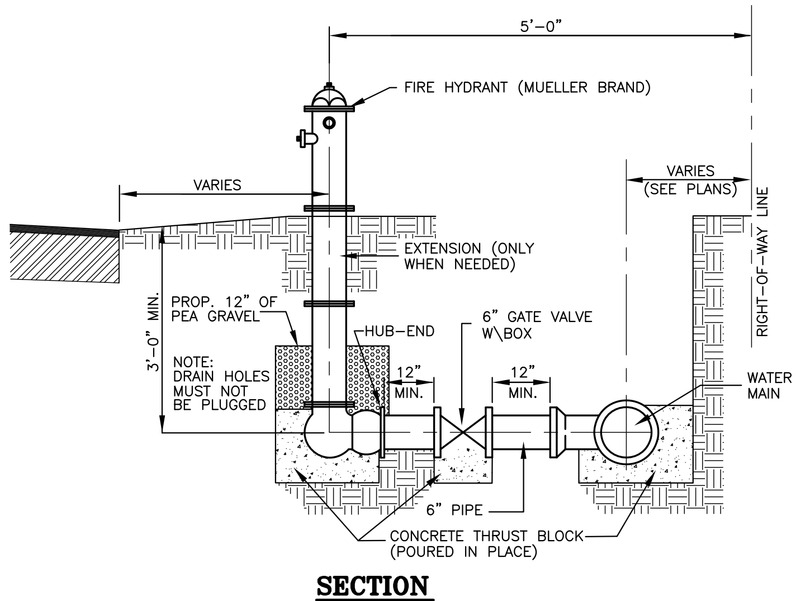
LOMA VERDE #4 SUBDIVISION
HIDALGO COUNTY, TEXAS







TYPICAL FIRE HYDRANT INSTALLATION



SECTION

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– I **KYLE RUPPERT, PRESIDENT OF BOOSTER LLC.** SUBDIVIDER OF LOMA VERDE #4 SUBDIVISION HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
KYLE RUPPERT, PRESIDENT
BOOSTER, LLC
P.O. BOX 959
EDINBURG, TX. 78540

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20____.

_____
NOTARY PUBLIC
MY COMSTUART EXPIRES_____

SCALE: 1" = 100'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

LEGEND

○—	–POWER POLE
⋈	–FIRE HYDRANT
○	–SET IRON ROD
4" WTR	–EXIST. 6" WATER LINE
W	–EXIST. WATER SERVICE

ABBREVIATION LEGEND

R.O.W.	RIGHT–OF–WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
F.M.	FARM–TO–MARKET
D.R.H.C.	DEED RECORDS OF HIDALGO COUNTY
U.E.	UTILITY EASEMENT
N.A.W.S.C.	NORTH ALAMO WATER SUPPLY CORP.
O.S.S.F.	ON–SITE SEWAGE FACILITY
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℄	CENTER LINE

INDEX TO SHEETS OF LOMA VERDE #4 SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; DELTA LAKE IRRIGATION DISTRICT, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATION.

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE SWALES REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

REVISION NOTES TABLE

DATE	DESCRIPTION

ENGINEERING REPORT FOR LOMA VERDE #4 SUBDIVISION
BY IVAN GARCIA, P.E., R.P.L.S.

WATER SUPPLY AND DISTRIBUTION

THIS SUBDIVISION WILL BE PROVIDED WATER SERVICE BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT WHEREBY N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG–TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 10" DIAMETER WATER LINE RUNNING WITHIN THE RIGHT–OF–WAY, ALONG THE NORTH SIDE OF F.M. 2812 ROAD. THE WATER SYSTEM FOR LOMA VERDE #4 SUBDIVISION CONSISTS OF APPROXIMATELY 1,230 LF OF 8" DIAMETER WATER LINE, 2 FIRE HYDRANTS AND RELATED APPURTENANCES THAT CONNECT INTO THE EXISTING 10" LINE ON THE NORTH SIDE OF F.M. 2812 ROAD, THEN RUNS NORTH WITHIN AN EXCLUSIVE 15.00' N.A.W.S.C. EASEMENT INSIDE THE SUBDIVISION PARALLEL TO MILE 21 ROAD (SUNFLOWER LN.) AND TIES INTO AN EXISTING 4" N.A.W.S.C. WATER LINE AT THE NORTHEAST CORNER OF THE SUBDIVISION. THE PORTION OF EXISTING 4" WATER LINE FROM FM 2812 TO THE EXISTING NORTHEAST CORNER OF THE SUBDIVISION WILL BE ABANDONED AND REPLACED BY THE NEW 8" WATER LINE.

WATER DISTRIBUTION FOR THE LOMA VERDE #4 SUBDIVISION CONSISTS OF 3 –1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SERVICE LINES AND ONE–3/4" DIAMETER SINGLE SERVICE. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND 3/4" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF **$19,827.00** OR **$2,832.00** PER LOT. IN ADDITION, THE SUBDIVIDER HAS INSTALLED 2 FIRE HYDRANTS AT A UNIT COST OF **$6,826.00** FOR A TOTAL COST OF **$13,652.00** FOR THE 2 FIRE HYDRANTS. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF **$11,150.00** WHICH COVERS THE **$1,592.86** COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OF OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES

SEWAGE FROM LOMA VERDE #4 SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE SITE EVALUATOR IVAN GARCIA P.E., R.P.L.S. REGISTRATION # TEXAS P.E. # 115662 HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEATH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION ARE AT LEAST 0.5 ACRE IN SIZE. ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF 50.6% OF HIDALGO FINE, SANDY CLAY LOAM, WITH 0 TO 1% SLOPES, 7.8% OF RACOMBES SANDY CLAY LOAM, 0 TO 2 PERCENT SLOPES, AND 41.7% OF WILLACY FINE SANDY LOAM 0 TO 1 PERCENT SLOPES. TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT ACROSS THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS **$1,345.00** INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF **$9,415.00** THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON **JUNE 8, 2017.**

ENGINEER CERTIFICATIONS:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343 WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON–SITE SEWAGE FACILITIES , DISCUSSED ABOVE, ARE AS FOLLOW:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, COST A GRAND TOTAL OF **$33,479.00** WHICH EQUALS TO **$4,783.00** PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF **$11,150.00** WHICH COVERS THE **$1,592.86** COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OF OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST **$1,345.00** PER LOT (ALL INCLUSIVE), FOR A TOTAL OF **$9,415.00** FOR THE ENTIRE SUBDIVISION.

_____ _____
IVAN GARCIA, P.E., R.P.L.S. DATE

STATE OF TEXAS
IVAN GARCIA
115662
LICENSED PROFESSIONAL ENGINEER

REPORTE DE INGENIERIA DE LOMA VERDE #4 SUBDIVISION
POR: IVAN GARCIA, P.E., R.P.L.S.
ABASTECIMIENTO DE AGUA POTABLE: DESCRIPCION, COSTO, Y FECHA DE OPERABILIDAD

LA SUBDIVISON LOMA VERDE #4 SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPANIA DE AGUA (N.A.W.S.C.). EL DUENO DE LA SUBDIVISION Y N.A.W.S.C HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISON.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION LOMA VERDE #4 CONSISTE DE UN CONDUCTO DE AGUA DE 10 PULGADAS DE DIAMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VIA (RIGHT–OF–WAY) DE LA CARRETERA (F.M. 2812). EL SISTEMA DE PROVISION DE AGUA DE LA SUBDIVISION LOMA VERDE #4 SUBDIVISION CONSISTIRA APPROXIMADAMENTE 1,230 PIES LINEALES DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIAMETRO, DOS TOMAS DE AGUA O HIDRANTES PARA EL DEPARTAMENTO DE BOMBEROS LA CUAL SE CONECTA A LA LINEA DE AGUA DE 10 PUPGADAS QUE PASA POR EL LADO NORTE DEL DERECHO DE VIA (RIGHT–OF–WAY) DE LA CARRETERA (F.M. 2812) Y CORRE HACIA EL NORTE POR O DENTRO DE UNA CONSICION EXCLUSIVA DE N.A.W.S.C. DE 15 PIES PARALLELA AL LADO OESTE DE LA CARRETERA MILE 21 ROAD (SUNFLOWER LANE) Y CONECTANDOSE A UNA LINEA DE AGUA EXISTENTE DE 4 PULGADAS DEL DEPARTAMENTO DE N.A.W.S.C. EN LA ESQUINA DEL NORESTE DE LA SUBDIVISION. LA PORCION EXISTENTE DE LA LINEA DE AGUA DE 4 PULGADAS QUE CORRE APPROXIMADAMENTE 1230.00 PIES HACIA EL NORTE DE LA FM 2812 HASTA LA ESQUINA NORESTE DE LA SUBDIVISION LOMA VERDE #4 SUBDIVISION SERA ABANDONADA Y REMPLASADA POR UNA LINEA DE AGUA DE 8 PULGADAS DE DIAMETRO.

DEL CONDUCTO DE AGUAS DE 8 PULGADAS SE PRODUCEN TRES (3) DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIAMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4 DE PULGADA DE DIAMETRO PARA CADA LOTE, Y UN (1) CONDUCTO INDIVIDUAL DE AGUA DE 3/4 DE PULGADA DE DIAMETRO PARA UN LOTE. YA SE HA INSTALADO EL CONDUCTO DE AGUA DE 8 PULGADAS DE DIAMETRO. LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIAMETRO, EL CONDUCTO DE 3/4 DE PULGADA DE DIAMETRO, Y LOS MEDIDORES MECANICOS DE AGUA A UN COSTO TOTAL DE **$19,827.00** O **$2,832.00** POR LOTE. EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A LA COMPANIA N.A.W.S.C. **$11,150.00** QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE **$1,592.86.** ESTE PRECIO INCLUYE EL MEDIDOR DE AGUA, LA COMPANIA N.A.W.S.C. LO INSTALARA SIN ALGUN GASTO AL DUENO. EL DUENO DE LA SUBDIVISION TAMBIEN HA INSTALADO DOS BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE **$6,826.00** POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL **$13,652.00.** EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SE REGISTRADA EN AL CONDADO DE HIDALGO.

DRENAJE; DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION

SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR DE LOMA VERDE #4 SUBDIVISION LA FOSA SETICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMP DE DRENAJE PARA EL SOLAR. EL INGENIERO IVAN GARCIA P.E. R.P.L.S. REGISTRATION# TEXAS P.E. # 115662 AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SEPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

REPORTE DE EVALIACION DE TIERRA

CADA LOTE EN LA SUBDIVISION MIDE MAS DE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (EL TERRENO CONSISTE DE 50.6% DE HIDALGO FINE SANDY CLAY LOAM, WITH 0 TO 1% SLOPES, 7.8% OF RACOMBES SANDY CLAY LOAM, 0 TO 2 PERCENT SLOPES, AND 41.7% OF WILLACY FINE SANDY LOAM, WITH 0 TO 1% SLOPES) Y SE EXTIENDE A 36 PULGADAS BAJO TOSAS LAS EXCAVACIONES PROPUESTOS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LOS BASES DE LAS EXCAVACIONES PROPUESTAS EL AGUA EN ESTA AREA FLUYE HACIA EL ESTE.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON **$1,345.00** DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACION FINAL. A UN COSTO TOTAL DE **$9,415.00** EL DEPARTAMENTO DE SALUBREDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODO LAS FOSAS SEPTICAS Y HA APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE **JUNIO 8 DE 2017.**

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS DEL GOBIERNO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SITEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE **$33,479.00** O **$4,783.00** POR LOTE. EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A LA COMPANIA N.A.W.S.C. **$11,150.00** QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE **$1,592.86,** ESTE PRECIO INCLUYE EL MEDIDOR DE AGUA, LA COMPANIA N.A.W.S.C. LO INSTALARA SIN ALGUN GASTO AL DUENO.

DRENAJE; SE ESTIMA QUE LA FOSA SEPTICA COSTARA **$1,345.00** A UN COSTO TOTAL DE **$9,415.00** TODA LA SUBDIVISION.

I, IVAN GARCIA, HEREBY ACKNOWLEDGE THAT THE ABOVE TRANSLATION FROM ENGLISH TO SPANISH, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____ _____
IVAN GARCIA, P.E., R.P.L.S. DATE

STATE OF TEXAS
IVAN GARCIA
115662
LICENSED PROFESSIONAL ENGINEER

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F–7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956–380–5152 (FAX) 956–380–5083

DRAWN: ABRAHAM JAIMES
DESIGN: IVAN GARCIA P.E. R.P.L.S.
CHECKED: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.
SCALE: 1"=100'
DATE: JUNE, 2017

ISSUED FOR: FINAL

UTILITY LAYOUT
LOMA VERDE #4 SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT: SUB 16 017

DATE OF PREPARATION: JUNE 6, 2017

LOMA VERDE #4 SUBDIVISION

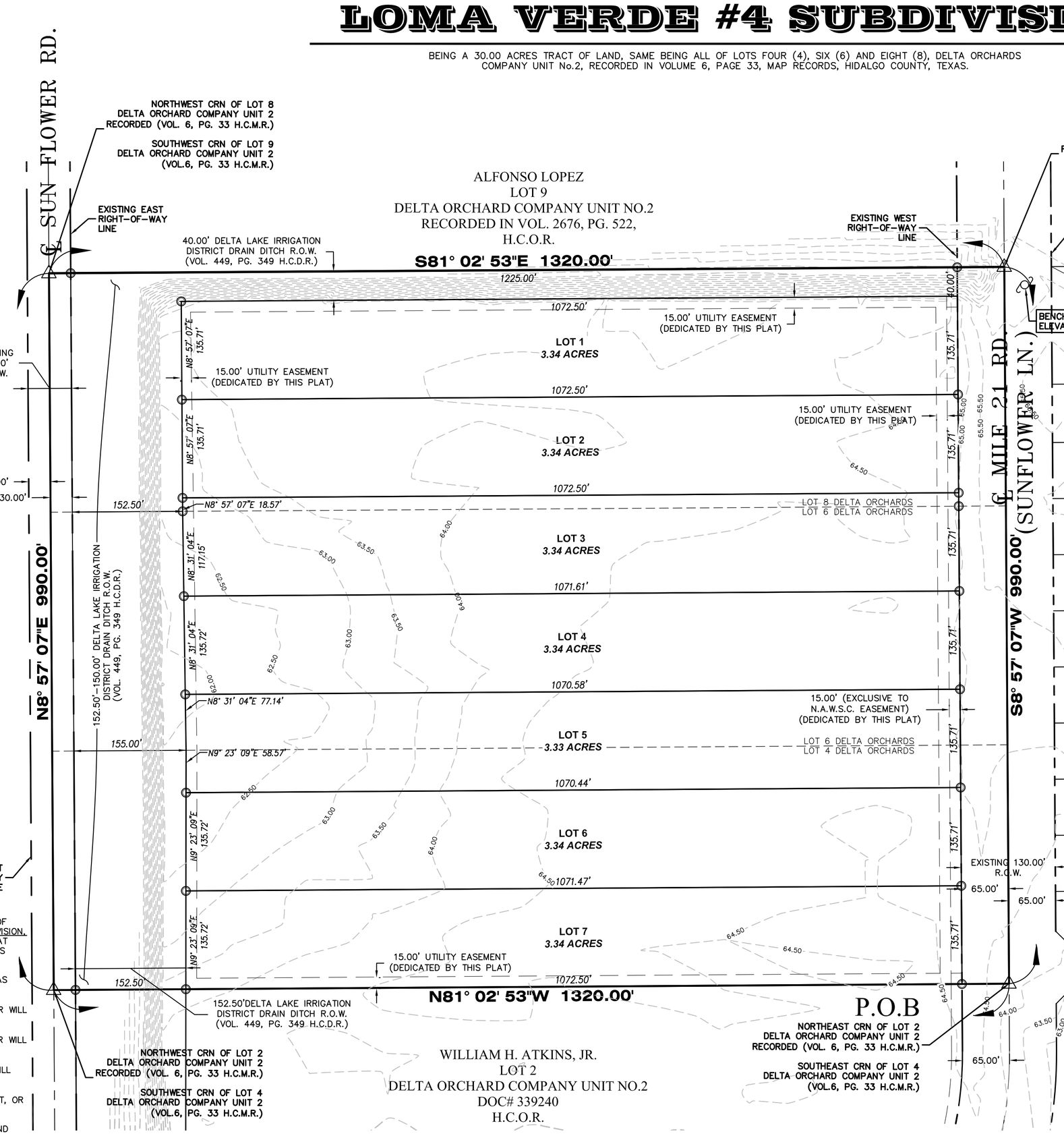
BEING A 30.00 ACRES TRACT OF LAND, SAME BEING ALL OF LOTS FOUR (4), SIX (6) AND EIGHT (8), DELTA ORCHARDS COMPANY UNIT No.2, RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS.

ABBREVIATION LEGEND

F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
N.A.W.S.C.	NORTH ALAMO WATER SUPPLY CORP.
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
℄	CENTER LINE
L	LOT LINE
F	FOUND ROD
S℄	SET COTTON PICKER SPINDLE

LEGEND

- ○ – SET 1/2 INCH IRON ROD WITH CAP
- ● – FOUND 1/2 INCH IRON ROD
- ◉ – FOUND 5/8 INCH IRON ROD
- ▲ – FOUND COTTON PICKER SPINDLE
- ⊠ – FOUND 60-D NAIL
- △ – SET COTTON PICKER SPINDLE
- –○– – POWER POLE
- –◑– – GUY WIRE
- TS – TRAFFIC SIGN
- WM – WATER METER
- ⋈ – WATER VALVE
- ⊛ – IRRIGATION STAND PIPE
- (XXXX) – MAP RECORD
- XXXX – NATURAL GROUND
- △ – SET COTTON PICKER SPINDLE
- ○ – CAPPED IRON ROD SET



SCALE: 1" = 100'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

METES AND BOUNDS

BEING A 30.00 ACRES TRACT OF LAND, SAME BEING ALL OF LOTS FOUR (4), SIX (6) AND EIGHT (8), DELTA ORCHARDS COMPANY UNIT No.2, RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 30.00 ACRES BEING THE SAME LAND DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BRANDON C. WALLACE FAMILY, LTD TO BOOSTER, LLC, RECORDED IN DOCUMENT #2782152, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 30.00 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

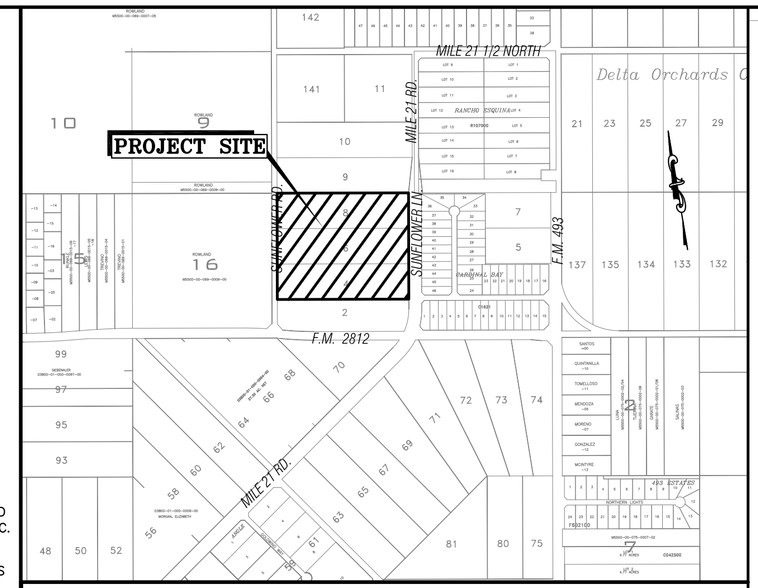
BEGINNING AT A COTTON PICKER SPINDLE SET ON THE CENTERLINE OF MILE 21 ROAD (SUNFLOWER LANE), THE SOUTHEAST CORNER OF LOT 4 OF THE SAID DELTA ORCHARDS COMPANY UNIT No.2, SAME BEING THE NORTHEAST CORNER OF LOT 2 OF THE SAID DELTA ORCHARDS COMPANY UNIT No.2, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE N 81°02'53" W, ALONG THE DIVIDING LINE BETWEEN LOTS 2 AND 4 OF THE SAID DELTA ORCHARDS COMPANY UNIT No.2, PASSING AT 65.00 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE WEST RIGHT-OF-WAY LINE OF MILE 21 ROAD (SUNFLOWER LANE), PASSING AT 1,137.50 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE EAST RIGHT-OF-LINE OF A CALLED DELTA LAKE IRRIGATION DISTRICT DRAIN DITCH RIGHT-OF-WAY, RECORDED IN VOLUME 449, PAGE 349, DEED RECORDS OF HIDALGO COUNTY, TEXAS, PASSING AT 1,290.00 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE EAST RIGHT-OF-WAY LINE OF THE SUNFLOWER ROAD (60.00 FOOT ROAD), AND CONTINUING FOR A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE SET, THE SOUTHWEST CORNER OF LOT 4 OF THE SAID DELTA ORCHARDS COMPANY UNIT No.2, SAME POINT BEING THE NORTHWEST CORNER OF LOT 2 OF THE SAID DELTA ORCHARDS COMPANY UNIT No.2, SAME BEING A POINT ON THE CENTERLINE OF SAID 60.00 FOOT SUNFLOWER ROAD, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 8°57'07" E, ALONG THE WEST LINE OF LOTS 4, 6, AND 8 OF THE SAID DELTA ORCHARDS COMPANY UNIT No.2, SAME BEING ALONG THE CENTERLINE OF SAID 60.00 FOOT SUNFLOWER ROAD, A DISTANCE OF 990.00 FEET TO A COTTON PICKER SPINDLE SET, THE NORTHWEST CORNER OF LOT 8 OF THE SAID DELTA ORCHARDS COMPANY UNIT No.2, SAME POINT BEING THE SOUTHWEST CORNER OF LOT 9 OF THE SAID DELTA ORCHARDS COMPANY UNIT No.2, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE S 81°02'53" E ALONG THE DIVIDING LINE BETWEEN LOTS 8 AND 9 OF THE SAID DELTA ORCHARDS COMPANY UNIT No.2, PASSING AT 30.00 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE EAST RIGHT-OF-WAY LINE OF SAID 60.00 FOOT SUNFLOWER ROAD, PASSING AT 1,255.00 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE WEST RIGHT-OF-WAY LINE OF MILE 21 ROAD (SUNFLOWER LANE), AND CONTINUING FOR A TOTAL DISTANCE OF 1,320.00 FEET TO COTTON-PICKER-SPINDLE SET, THE NORTHEAST CORNER OF LOT 8 OF THE SAID DELTA ORCHARDS COMPANY UNIT No.2, SAME POINT BEING THE SOUTHEAST CORNER OF LOT 9 OF THE SAID DELTA ORCHARDS COMPANY UNIT No.2, AND SAME BEING A POINT ON THE CENTERLINE OF MILE 21 ROAD (SUNFLOWER LANE), FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 8°57'07" W ALONG THE EAST LINE OF LOTS 4, 6, AND 8, OF THE SAID DELTA ORCHARDS COMPANY UNIT No.2, SAME BEING ALONG THE CENTERLINE OF MILE 21 ROAD (SUNFLOWER LANE), A DISTANCE OF 990.00 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 30.00 ACRES OF LAND MORE OR LESS.



LOCATION MAP SCALE: 1"= 1000'

LOCATION OF LOMA VERDE #4 SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF MUNICIPALITY:

LOMA VERDE #4 SUBDIVISION IS LOCATED APPROXIMATELY. 330 FEET NORTH OF THE INTERSECTION OF FARM-TO-MARKET 2812 RD. AND MILE 21 RD. (SUNFLOWER LN.). ON THE WEST RIGHT-OF-WAY OF MILE 21 RD. (SUNFLOWER LN.). THIS SUBDIVISION LIES APPROXIMATELY 5 ½ MILE FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 OR THE CITY'S FIVE-MILE ETJ UNDER LOCAL GOVERNMENT CODE § 212.001. IN HIDALGO COUNTY PRECINCT 4

GENERAL NOTES:

1. FEMA FLOOD ZONE STATEMENT:

THE SUBDIVISION IS IN ZONE "X" OF THE FLOOD INSURANCE RATE, AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, ACCORDING TO THE FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO.: 480334 0350 C MAP REVISED: JUNE 6, 2000, AND REVISED WITH LOMR IN MAY 17, 2001.

2. SETBACKS:
FRONT: 65.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON THE LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. ANY OTHER USE SHALL REQUIRE HEALTH, PLANNING AND FIRE MARSHALL APPROVAL.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF MILE 21 ROAD, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->B.M. NO. 1-, ELEV. 66.52 N.G.V.D. 88, DESCRIPTIONS: IRON ROD SET IN POWER POLE . GPS POINT, GRID COORDINATES N 16659403, E 1137830.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 32.436 CUBIC-FEET OR 0.745 ACRE-FEET OF STORM WATER RUNOFF. RUNOFF WILL BE DETAINED IN DETENTION GREEN AREAS IN THE LOTS.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEMS ARE BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE. ANY OTHER USE SHALL REQUIRE HEALTH, PLANNING AND FIRE MARSHALL APPROVAL.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEMS SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

12. BOOSTER, LLC. THE OWNER & SUBDIVIDER OF THIS SUBDIVISION, RETAIN A BLANKET EASEMENT UPON THE LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13. THE OWNER OF THE LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT WITH REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH, AND RE-GRADING OF ROADSIDE DITCH TO COUNTY SPECIFICATIONS AT THE TIME OF APPLICATION FOR CONSTRUCTION.

14. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON THE LOT MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

15. THE LOT SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.25 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.1.

DRAINAGE STATEMENT

WE, THE UNDERSIGNED OWNER(S) OF LAND SHOWN ON THIS PLAT, FOR THE CONSTRUCTION OF DELTA LAKE IRRIGATION DISTRICT (WILLACY AND HIDALGO COUNTY) APPROVING THIS PLAT, ASSUME ALL RESPONSIBILITY FOR THE DRAINAGE OF THE LAND COVERED HEREBY AND WE, OUR HEIRS AND ASSIGNS, ASSUME ANY COSTS IN CONNECTION WITH ANY DRAINAGE NEEDED NOW OR AT ANY TIME IN THE FUTURE.

KYLE RUPPERT, PRESIDENT DATE
BOOSTER, LLC
P.O. BOX 959
EDINBURG, TX. 78540

THE STATE OF TEXAS }
COUNTY OF HIDALGO }
COUNTY OF WILLACY}

THIS PLAT, LOMA VERDE #4 SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE DELTA LAKE IRRIGATION DISTRICT OF WILLACY AND HIDALGO COUNTY, TEXAS AND IS HEREBY APPROVED BY SUCH DISTRICT." ALL RIGHTS, RULES AND REGULATIONS OF THE DELTA LAKE IRRIGATION DISTRICT EXISTING PRIOR TO THE SUBMISSION OF THIS PLAT ARE NOT ABRIDGED BY THE SUBSEQUENT APPROVAL OF THIS PLAT BY THE SAID DISTRICT, NOTWITHSTANDING ANY PROVISION OR NOTATION OTHERWISE IN THIS PLAT." (THIS REQUIREMENT WILL BE INAPPLICABLE IF ANY RIGHTS, RULES OR REGULATIONS OF THE DISTRICT ARE INTENDED BY THE DISTRICT TO BE ABRIDGED). DELTA LAKE IRRIGATION DISTRICT WILL NOT ALLOW ANY STRUCTURES 15' FROM THE CENTERLINE OF A PIPELINE OR 25' FROM THE INSIDE TOE OF ANY MAIN OR LATERAL CANAL OR DRAINAGE DITCH, AND THAT NO FENCING BE WILL INSTALLED OR REMAIN ON ANY DISTRICTS EASEMENTS OR RIGHT OF WAY UNLESS APPROVED BY THE DISTRICT MANAGEMENT. ALL APPROVED FENCING WILL BE REQUIRED TO HAVE GATES PROVIDING A MINIMUM OPENING OF 16 FEET. SUBJECT TO NOTICE THAT IRRIGATION WATER IS AVAILABLE ONLY AT EXISTING IRRIGATION OUTLETS. ANY MODIFICATION, CHANGE OR ADDITIONAL OUTLETS MUST BE APPROVED BY THE DISTRICT, AND BE AT EXPENSE OF THE OWNER.

ANY FAILURE TO RECORD THIS PLAT IN THE OFFICE OF THE COUNTY CLERKS OFFICE OF WILLACY OR HIDALGO COUNTY WITHIN ONE YEAR AFTER THIS DATE, SHALL CAUSE THIS APPROVAL TO BECOME VOID.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF _____, 20___.

APPROVED BY: _____
PRESIDENT: JOE A. PENNINGTON

ATTEST BY: _____
SECRETARY: RICHARD W. RUPPERT

OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO

I KYLE RUPPERT, AS REPRESENTATIVE OF THE 30.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOMA VERDE #4 SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

KYLE RUPPERT, PRESIDENT DATE
BOOSTER, LLC
P.O. BOX 959
EDINBURG, TX. 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **KYLE RUPPERT**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES ___-___-___

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **LOMA VERDE #4 SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON THIS ___ DAY OF _____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **LOMA VERDE #4 SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS ___ DAY OF _____, 20___.

HIDALGO COUNTY JUDGE DATE

ATTEST:
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

IVAN GARCIA P.E. R.P.L.S. DATE
REG. PROFESSIONAL ENGINEER NO. 115662

STATE OF TEXAS
IVAN GARCIA
115662
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF HIDALGO COUNTY, TEXAS.

IVAN GARCIA, P.E., R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL LAND SURVEYOR

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE- MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 10' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS_____DAY OF _____ 2017.

KYLE RUPPERT, PRESIDENT DATE

BOOSTER, LLC
P.O. BOX 959
EDINBURG, TX. 78540

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

PRINCIPAL CONTACTS:

NAME	ADDRESS		PHONE & FAX	
OWNER: KYLE RUPPERT–PRESIDENT, BOOSTER, LLC	P.O. BOX 959,	EDINBURG, TX 78540	(956) 383–0868	
ENGINEER: IVAN GARCIA, P.E.,R.P.L.S.	921 SOUTH 10TH ST.	EDINBURG, TX 78538	(956) 380–5152	(956) 380–5083
SURVEYOR: IVAN GARCIA, P.E.,R.P.L.S.	921 SOUTH 10TH ST.	EDINBURG, TX 78538	(956) 380–5152	(956) 380–5083

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DRAWN: ABRAHAM JAIMES
DESIGN: IVAN GARCIA P.E. R.P.L.S.
CHECKED: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.
SCALE: 1"=100"
DATE: JUNE, 2017

ISSUED FOR: FINAL

PLAT SHEET
LOMA VERDE #4 SUBDIVISION
HIDALGO COUNTY, TEXAS

REVISION NOTES TABLE	
DATE	DESCRIPTION

INDEX TO SHEETS OF LOMA VERDE #4 SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; DELTA LAKE IRRIGATION DISTRICT, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATION.

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE\ REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

PROJECT: SUB 16 017

PAGE NO. 1-OF-3

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 6-27-2017

PROPOSED **PUEBLO DE PALMAS PHASE 21** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **J. GARY FRISBY (JGF ENTERPRISES, L.P.)**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **45** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **NORTH EAST INTERSECTION OF DAVIS ROAD AND KENYON ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **EDINBURG** *and was approved by the P & Z and City Commission of said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-01-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **WILL BE PROVIDED BY A STORM DRAINAGE PIPE SYSTEM THAT CONNECTS TO THE EXISTING DRAINAGE SYSTEM OF PUEBLO DE PALMAS PHASE 19.**

ROAD R.O.W. DEDICATION: **10.00 FEET ON TO KENYON ROAD AND 20.00 FEET ON TO DAVIS ROAD.**

H.C.R.O.W. FINAL APPROVAL DATE: **05-08-2017** By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **N/A** BY, ENVIRONMENTAL HEALTH DIVISION MANAGER

SEWER SYSTEM: ☒SANITARY SEWER BY: **CITY OF EDINBURG** LINE SIZE: **15"** LOCATION: **CAMERON ROAD**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **KENYON ROAD.**

H.C.O.E.C. FINAL APPROVAL DATE: **05-08-2017** : By **MARTIN RAMIREZ** Environmental Compliance Coordinator

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **JANUARY 24, 2017**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **EDINBURG**.

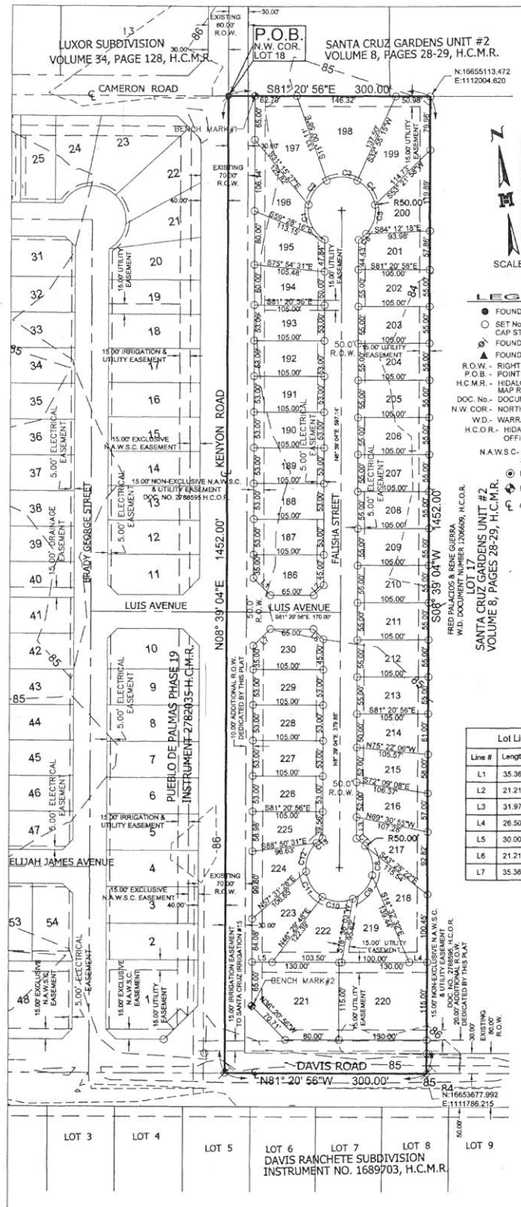
☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

SUBDIVISION MAP OF
PUEBLO DE PALMAS PHASE 21

BEING A RESUBDIVISION OF 10.00 ACRES
CONSISTING OF 2.00 ACRES OUT OF LOT 17,
& ALL OF LOT 18, BLOCK 41,
AMENDED MAP OF SUBDIVISION
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.



SCALE: 1"=100'

LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ⊘ FOUND PK NAIL
- ▲ FOUND COTTON PICKER SPINDLE
- R.O.W. - RIGHT OF WAY
- P.O.B. - POINT OF BEGINNING
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- DOC. No.- DOCUMENT NUMBER
- N.W. COR.- NORTHWEST CORNER
- W.D.- WARRANTY DEED
- H.C.O.R.- HIDALGO COUNTY OFFICIAL RECORDS
- N.A.W.S.C.- NORTH ALAMO WATER SUPPLY COMPANY
- ⊙ FOUND PIPE
- BENCH MARK
- ℄ CENTER LINE

Lot Line Table		
Line #	Length	Direction
L1	35.36'	N36° 20' 56"W
L2	21.21'	S53° 39' 04"E
L3	31.97'	N08° 39' 04"E
L4	26.50'	N81° 20' 56"W
L5	30.00'	N81° 20' 56"W
L6	21.21'	S36° 20' 56"E
L7	35.36'	N53° 39' 04"E

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X";
ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 FURTHER REVISED AS PER LOMR DATED MAY 17, 2001.

COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET. FRONTING DAVIS ROAD: 50.0 FEET
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET CORNER; SIDE LOT 221 SHALL BE 20 FEET
CORNER GARAGE FRONT: 18.00 FEET

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. SINGLE FAMILY RESIDENCES SHALL INCLUDE THE FOLLOWING: MOBILE HOME, TRAVEL TRAILER, FRAME HOME, AND SLAB HOME. LOTS FRONTING DAVIS ROAD SHALL BE ALLOW RESIDENTIAL OR COMMERCIAL USE.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. DATUM BASED ON TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003)

-->B.M. NO. 1 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE NORTHWEST INTERSECTION OF CAMERON ROAD AND KENYON ROAD, LOCATED AT THE WEST CORNER CLIP OF LOT 197 OF THIS PLAT. ELEV. 85.00. N:16655088.32, E:1111737.80 NAD 83.

-->B.M. NO. 2 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE NORTHEAST INTERSECTION OF DAVIS ROAD AND KENYON ROAD, LOCATED AT THE WEST CORNER CLIP OF LOT 221 OF THIS SUBDIVISION. ELEV. 85.00. N:16653815.96, E:1111544.21 NAD 83.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 32.471 CUBIC-FEET 0.745 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 4 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINED AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH DRAINAGE FROM THE REAR OF THE LOT TO THE CURB AND /OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 186 THROUGH 197 & LOTS 223 THROUGH 230 ONTO KENYON ROAD.

12. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER.

13. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.

14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND SANITARY SEWER PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

15. DEVELOPER SHALL INSTALL A 6 FOOT CHAIN-LINK BUFFER FENCE ALONG KENYON ROAD.

METES AND BOUNDS DESCRIPTION

BEING A RE-SUBDIVISION OF 10.00 ACRES OF LAND SITUATED IN THE COUNTY OF HIDALGO, TEXAS, CONSISTING OF 2.00 ACRES OUT OF LOT 17 AND ALL OF LOT 18, BLOCK 41, AMENDED MAP OF SUBDIVISION SANTA CRUZ GARDENS UNIT NO. 2, AS RECORDED IN VOLUME 8, PAGES 28 AND 29, HIDALGO COUNTY MAP RECORDS; SAID 10.00 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL FOUND ON THE NORTHWEST CORNER OF SAID LOT 18 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 81° 20' 56" E, ALONG THE NORTH LINE OF SAID LOT 18, AT A DISTANCE OF 30.00 FEET PASS A NO.4 REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF KENYON ROAD, AT A DISTANCE OF 240.00 FEET PASS THE NORTHEAST CORNER OF SAID LOT 18 AND THE NORTHWEST CORNER OF SAID LOT 17, CONTINUING A TOTAL DISTANCE OF 300.00 FEET TO A NO. 4 REBAR SET [N:16655113.472, E:1112004.620] ON THE NORTH LINE OF SAID LOT 17 FOR THE NORTHEAST CORNER OF THIS TRACT;
2. THENCE, S 08° 39' 04" W, AT A DISTANCE OF 1,422.00 FEET PASS A NO. 4 REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF DAVIS ROAD, CONTINUING A TOTAL DISTANCE OF 1,452.00 FEET TO A NAIL SET [N:16653677.992, E:1111786.215] ON THE SOUTH LINE OF SAID LOT 17 FOR THE SOUTHEAST CORNER OF THIS TRACT;
3. THENCE, N 81° 20' 56" W, ALONG THE SOUTH LINES OF SAID LOTS 17 & 18 AND WITHIN THE RIGHT-OF-WAY DAVIS ROAD, A DISTANCE OF 60.00 FEET PASS THE SOUTHWEST CORNER OF SAID LOT 17 AND THE SOUTHEAST CORNER OF SAID LOT 18, CONTINUING A TOTAL DISTANCE OF 300.00 FEET TO A NAIL SET FOR THE SOUTHWEST CORNER OF THIS TRACT;
4. THENCE N 08° 39' 04" E, ALONG THE WEST LINE OF SAID LOT 18 AND WITHIN THE RIGHT-OF-WAY OF KENYON ROAD, A DISTANCE OF 1,452.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.00 ACRES OF LAND, MORE OR LESS.

Lot Area Table		
Lot #	SQ. FT.	Area
186	5,875.00	0.135
187	5,565.00	0.128
188	5,565.00	0.128
189	5,565.00	0.128
190	5,565.00	0.128
191	5,565.00	0.128
192	5,565.00	0.128
193	5,565.00	0.128
194	5,774.99	0.133
195	8,711.38	0.154
196	6,141.74	0.141
197	10,013.09	0.230
198	11,828.45	0.272
199	9,883.49	0.227
200	6,665.91	0.153
201	5,750.00	0.132
202	5,775.00	0.133
203	5,775.00	0.133
204	5,775.00	0.133
205	5,775.00	0.133
206	5,775.00	0.133
207	5,775.00	0.133
208	5,775.00	0.133

Lot Area Table		
Lot #	SQ. FT.	Area
209	5,775.00	0.133
210	5,775.00	0.133
211	5,775.00	0.133
212	5,775.00	0.133
213	5,775.00	0.133
214	5,827.50	0.134
215	5,775.00	0.133
216	5,722.50	0.131
217	6,568.39	0.151
218	7,260.08	0.167
219	7,316.90	0.168
220	14,950.00	0.343
221	13,700.00	0.315
222	6,975.62	0.160
223	7,032.14	0.161
224	5,773.18	0.133
225	5,439.72	0.125
226	5,565.00	0.128
227	5,565.00	0.128
228	5,565.00	0.128
229	5,565.00	0.128
230	5,875.00	0.135

Curve Table						
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent
C1	89° 46' 08"	50.00'	60.88'	S16° 27' 52"E	57.19'	34.86'
C2	53° 29' 15"	50.00'	46.68'	S45° 09' 49"W	45.00'	25.20'
C3	53° 29' 15"	50.00'	46.68'	N81° 20' 56"W	45.00'	25.20'
C4	53° 29' 15"	50.00'	46.68'	N27° 51' 42"W	45.00'	25.20'
C5	53° 29' 15"	50.00'	46.68'	N25° 37' 33"E	45.00'	25.20'
C6	16° 16' 54"	50.00'	14.21'	N60° 30' 37"E	14.16'	7.15'
C7	21° 00' 15"	50.00'	18.33'	N40° 50' 48"W	18.23'	9.27'
C8	52° 40' 56"	50.00'	45.97'	N4° 00' 13"W	44.37'	24.76'
C9	52° 42' 29"	50.00'	46.00'	N48° 41' 29"E	44.39'	24.77'
C10	53° 29' 15"	50.00'	46.68'	S78° 12' 39"E	45.00'	25.20'
C11	53° 29' 15"	50.00'	46.68'	S24° 43' 24"E	45.00'	25.20'
C12	53° 29' 15"	50.00'	46.68'	S28° 45' 50"W	45.00'	25.20'
C13	13° 08' 36"	50.00'	11.47'	S62° 04' 46"W	11.44'	5.76'

INDEX TO SHEET OF PUEBLO DE PALMAS PHASE 21

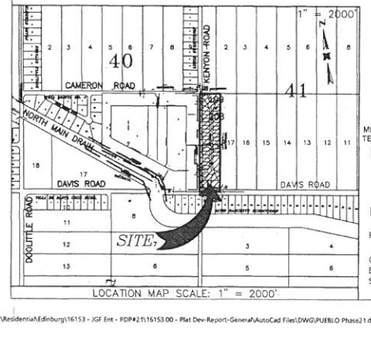
SHEET 1: HEADING; INDEX; LOCATION MAP AND ET.; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; SURVEYOR'S CERTIFICATION; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY: APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1,; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. EASEMENT DEDICATION, PLAT NOTES AND RESTRICTIONS; DESCRIPTION (METES AND BOUNDS); LOT AREAS, LINE TABLE, CURVE TABLE;

SHEET 2: WATER DISTRIBUTION DESIGN LAYOUT; ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION), WATER DETAILS;

SHEET 3: ENGINEERING REPORT, INCLUDING DESCRIPTION OF SANITARY SEWER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); SUBDIVIDER CERTIFICATION; SANITARY SEWER LAYOUT; DETAILS

SHEET 4: MAP OF TOPOGRAPHY AND DRAINAGE LAYOUT; DITCH WIDENING & SECTION, STORM DRAINAGE CONSTRUCTION DETAILS; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION,

SHEET 5: MAP OF TOPOGRAPHY AND STREET LAYOUT; STREET DETAILS;



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PUEBLO DE PALMAS PHASE 21, IS LOCATED IN THE MID-CENTRAL PART OF HIDALGO COUNTY AT NORTHEAST INTERSECTION OF DAVIS ROAD & KENYON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY EDINBURG (POPULATION 83,970). PUEBLO DE PALMAS PHASE 21 LIES 0.50 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021.
THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE — OFF: (956) 381-0981 — EDINBURG, TX. 78541 — FAX: (956) 381-1839
227 N. F.M. 3167 — OFF: (956) 487-8256 — RIO GRANDE CITY, TX. 78582 — FAX: (956) 488-8581
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	J.G.F. LAND CO. INC. J. GARY FRISBY, PRESIDENT	P.O. BOX 1000	MISSION, TX 78573	956-583-1114	956-583-8343
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(656) 381-1839

DRAWN BY: CIRO DATE: 5-16-17
SURVEYED, CHECKED J.L.G. DATE: 4/19/17
FINAL CHECK ____ DATE: ____

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED WHEN THE PIPELINE(S) IS INSTALLED. THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE 17th DAY OF May 2017.

J. GARY FRISBY, president
J.G.F. LAND CO. INC.
ITS SOLE GENERAL PARTNER

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXCUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 17th DAY OF May 2017.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

LYDIA FLORES
Notary ID 11239029
My Commission Expires
June 20, 2018

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

5-31-17
DATE

CHAIRPERSON PLANNING & ZONING COMMISSION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS 21 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY

COMMISSIONERS COURT ON _____ DAY OF _____ 20____.

HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

05/23/17
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, _____ OF J.G.F. ENTERPRISES, L.P., AS OWNER OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PUEBLO 21 SUBDIVISION _____, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

5/17/17
DATE:

J. GARY FRISBY, PRESIDENT
J.G.F. LAND CO. INC., GP
PO BOX 1000
MISSION, TEXAS 78573-1000

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXCUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF May ,2017.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

LYDIA FLORES
Notary ID 11239029
My Commission Expires
June 20, 2018

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

5-16-17

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

FRED L. KURTH, PE # 54151
DATE PREPARED: SEPTEMBER 23, 2015
JOB No. (ENG.) 16153.00
BY: CIRO

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT AND DESCRIPTION OF THE PUEBLO DE PALMAS PHASE 21 WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND ON 9/15/15 BY ME OR UNDER MY SUPERVISION.

5-16-17

FRED L. KURTH, RPLS # 4750
DATE SURVEYED: 07-15-13
BOOK T-1000, PGS. 5-6,9-10
JOB No. (SUR.) 15009.09

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

APPROVED BY IRRIGATION DISTRICT

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS 10th DAY OF M.A.Y., 2017 SUBJECT TO THE FOLLOWING
1.) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE;
2.) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL;
3.) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT; AND
4.) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

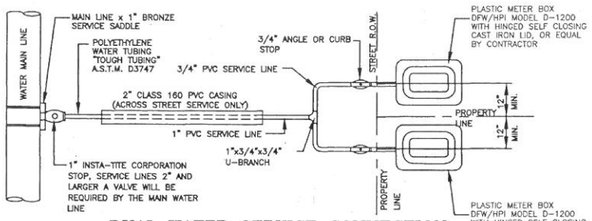
SECRETARY

PRESIDENT

HIDALGO COUNTY CLERK
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

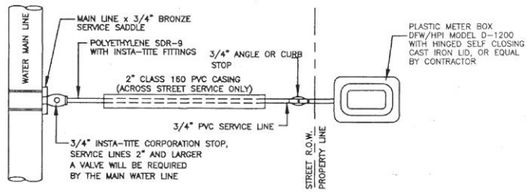
BY: _____ DEPUTY



DUAL WATER SERVICE CONNECTION

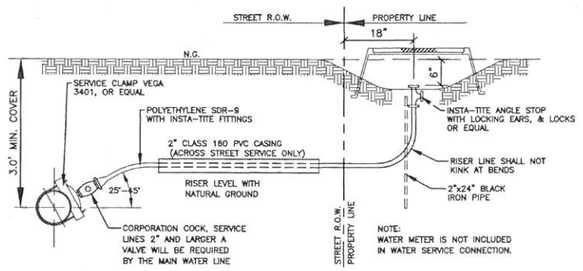
N.T.S.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



SINGLE WATER SERVICE CONNECTION

N.T.S.



TYPICAL WATER SERVICE CONNECTION ELEVATION

N.T.S.

FINAL WATER AND SEWER ENGINEERING REPORT FORMAT
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 21 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE WITHIN AN EXCLUSIVE 15.0' N.A.W.S.C. EASEMENT ALONG THE WEST SIDE OF KENYON ROAD RIGHT-OF-WAY WITH AN 8" WATER LINE CROSSING KENYON ROAD TO THE NORTHWEST CORNER OF LOT 230 OF THIS SUBDIVISION. THE WATER SYSTEM FOR PUEBLO DE PALMAS PHASE 21 CONSISTS OF A 8" DIAMETER WATER LINE THAT CONNECTS INTO THE EXISTING 8" LINES PREMOUSLY MENTION. THIS 8" LINE CONNECTS TO THE EXISTING WATER LINE THEN RUNS EAST ALONG THE SOUTH RIGHT-OF-WAY OF LUIS AVENUE THEN RUNS NORTH AND SOUTH ALONG THE WEST SIDE OF FALISHA STREET ENDING WITH 2" FLUSH VALVE AT THE NORTHEAST CORNER OF LOT 195 AND THE SOUTHEAST CORNER OF LOT 225 TO SERVE THIS SUBDIVISION.

WATER DISTRIBUTION FOR THE PUEBLO DE PALMAS PHASE 21 CONSISTS OF TWENTY-ONE (21) -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND THREE (3) -¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $41,420.00, OR $920.44 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $49,350.00, WHICH COVERS THE $1,096.67 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.E.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 2 FIRE HYDRANTS AT A UNIT COST OF $4,200.00 FOR A TOTAL COST OF $8,400.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.- I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 90,770.00 WHICH EQUALS TO $2,017.11 PER LOT.

Fred L. Kurth — 6-8-17
ENGINEER'S SIGNATURE — DATE

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH (WATER AND WASTE WATER DISTRIBUTION SYSTEM BEING INSTALLED)
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 21 RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 21 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS QUE PASA DENTRO DE UN CONSECCION EXCLUSIVO DE N.A.W.S.C. POR EL LADO OESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA KENYON ROAD Y UN CONDUCTO CRUSANDO KENYON ROAD TERMINANDO EN LA ESCINA NOROESTE DE LOTE 230. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 21 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS CRUSANDO KENYON ROAD. UNA LINEA DE 8" PULGADAS SE CONNECTA A LA LINEA PREVIAMENTE MENCIONADA CORRIAL ESTE EN EL LADO SUR DE LUIS AVENUE LUEGO CORRE AL NORTE & SUR EN EL LADO OESTEO DEL DERECHO DE VIA DE FALISHIA STREET TERMINANDO CON UNA VÁLVULA DE PRESIÓN DE 2 PULGADAS EN EL LADO NORESTE DE LOTE 195 & SURESTE DE LOTE 225 SERVIR ESTA SUBDIVISION.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN VENTE UNO (21) DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE. Y TRES (3) CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE YA SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 41,420.00 O $ 920.44 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 49,350.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $1,096.67. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.E.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 2 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 4,200.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $ 8,400.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

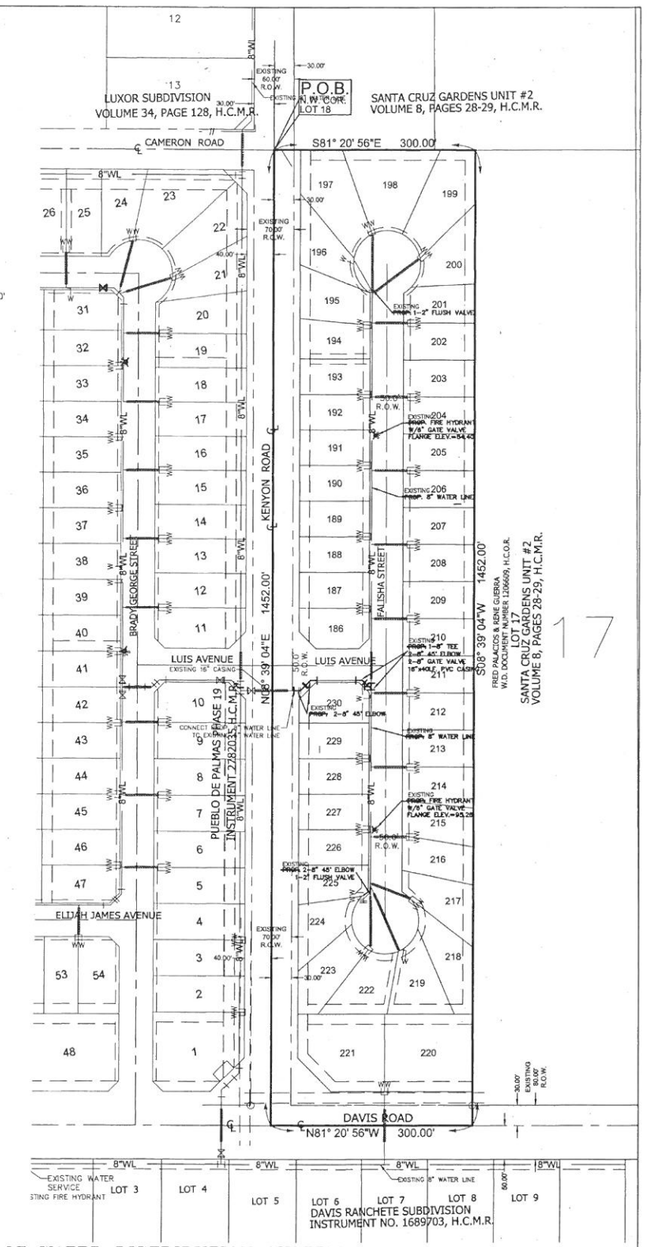
CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 90,770.00 O $ 2,017.11 POR LOTE

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435





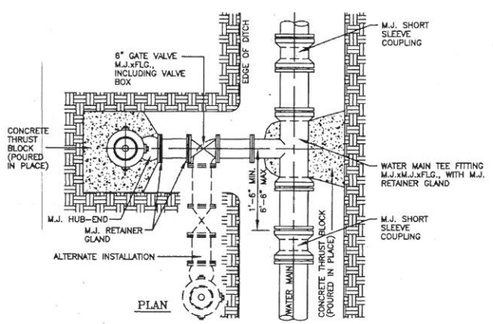


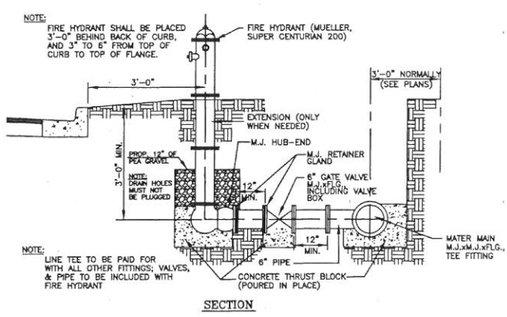
COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 130,809.48
DRAINAGE IMPROVEMENTS:	$ 40,456.00
WATER DISTRIBUTION:	$ 41,420.00
SANITARY SEWER IMPROVEMETNS / OSSF:	$ 57,746.00

ESTIMACION DE COSTOS:

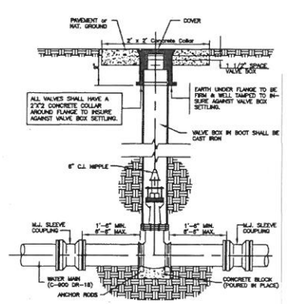
PAVIMENTACION DE CALLES:	$ 130,809.48
DREAJE PLUVIAL:	$ 40,456.00
SERVICIO DE AGUA POTABLE:	$ 41,420.00
SERVICIO DE DRENAJE SANITARIO	$ 57,746.00





TYPICAL FIRE HYDRANT INSTALLATION

N.T.S.



TYPICAL VALVE and VALVE BOX INSTALLATION

N.T.S.

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 21

BEING A RESUBDIVISION OF 10.000 ACRES
CONSISTING OF 2.00 ACRES OUT OF LOT 17,
& ALL OF LOT 18, BLOCK 41,
AMENDED MAP OF SUBDIVISION
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE — OFF: (956) 381-0981
EDINBURG, TX. 78541 — FAX: (956) 381-1839
227 N. F.M. 3167 — OFF: (956) 467-8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 486-8561
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 21 WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF EDINBURG. THE SUBDIVIDER AND CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF EDINBURG HAS PROMISED TO TREAT THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND THE CITY OF EDINBURG HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

THE CITY OF EDINBURG HAS AN EXISTING 15" DIAMETER SEWER LINE STUB OUT TO THE EAST SIDE OF KENYON ROAD AT THE NORTHWEST CORNER OF LOT 193.

THE WASTEWATER SYSTEM FOR PUEBLO DE PALMAS PHASE 21 CONSISTS OF AN 15" AND 8" DIAMETER SEWER LINES OF WHICH THE 15" TAPS INTO THE EXISTING 15" LINE. THIS 15" LINE THEN RUNS EAST ALONG THE NORTH SIDE OF LOT 193 CROSSING FELISHA STREET RIGHT-OF-WAY THEN RUNS SOUTH ALONG THE EAST RIGHT-OF-WAY OF FELISHA STREET ENDING WITH A MANHOLE AT THE SOUTHWEST CORNER OF LOT 211 AND CONTINUING SOUTH WITH AN 8" SEWER LINE TO A MANHOLE AT THE NORTHWEST CORNER OF LOT 219 AND CONTINUING TO A MANHOLE AT THE NORTHWEST CORNER OF LOT 220. ANOTHER 8" LINE TAPS INTO THE MANHOLE PREVIOUSLY MANSION ON THE NORTHWEST CORNER OF LOT 203 THEN RUN NORTH ALONG THE EAST RIGHT-OF-WAY OF FELISHA STREET ENDING WITH A MANHOLE AT THE SOUTHWEST CORNER OF LOT 199.

THE 15" AND 8" LINE, 4" SERVICE LINE AND SIX (6) 48" SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $57,746.00 OR $1,283.24 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF $4,275.00 WHICH COVERS THE $95.00 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO CITY OF EDINBURG. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $62,021.00 WHICH EQUALS TO $1,378.24 PER LOT.

ENGINEER'S SIGNATURE — DATE 07-17

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 21 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE LA CIUDAD DE EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y CIUDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRA SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. CIUDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

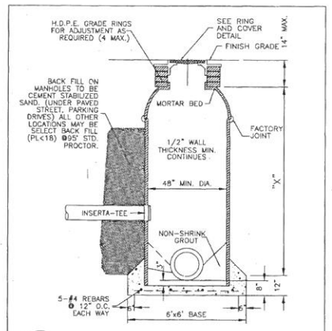
EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 21 CONSISTE DE UN CONDUCTO DE DRENAJE DE 15 PULGADAS QUE PASA AL LADO ESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA KENYON ROAD LOCALIZADO EN EL LADO NOROESTE DE LOTS 193.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 21 CONSISTE DE UN CONDUCTO DE DRENAJE DE 15 Y 8 PULGADAS QUE SE CONECTA CON EL CONDUCTO DE DRENAJE SANITARIO EXISTENTE DE 15 PULGADAS. ESTA LÍNEA DE 15 PULGADAS CUAL SIGUE HACIA EL ESTE POR EL LADO NORTE DE LOTE 193 CURSANDO FELISHA STREET LUEGO CORRE AL SUR, EN EL LADO ESTE DEL DERECHO DE VÍA DE LA CALLE FELISHA STREET A UN ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NORESTE DE LOTE 212 Y CONTINUEA CON UN CONDUCTO DE DRENAJE DE 8 PULGADAS Y SE CONECTÁ CON UNA ALCANTARILLA DE 48 PULGADAS HA LA LÍNEA LOCALIZADO AL NORDESTE DE LOTE 219 Y SEGE CORRIENDO AL SUR TERMINARA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NOROESTE DE LOTE 220. OTRO CONDUCTO DE 8 PULGADAS SERÁ CONECTADO A LA LÍNEA DE DRENAJE PREVIAMENTE MENCIONADA CON UNA ALCANTARILLA DE 48 PULGADAS HA LA LÍNEA LOCALIZADO AL NORESTE DE LOTE 203 LA CUAL SERÁ EXTENDIDA RUMBO AL NORTE POR EL LADO ESTE DE LA FELISHA STREET TERMINANDO CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL SUROESTE DE LOTE 199.

LAS LÍNEAS DE 15 Y 8 PULGADAS, SERVICIO DE 4 PULGADAS Y SIES (6) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $ 57,746.00 O $ 1,283.24 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA CIUDAD DE EDINBURG UN COSTO TOTAL DE $4,275.00 O $95.00 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $62,021.00 O $1,378.24 POR LOTE.



S-3 TYPICAL FIBERGLASS MANHOLE

NOTE: ALL DROP CONNECTIONS TO M.H. SHALL USE INSERTA-TEE

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I, I, JGF ENTERPRISES L.P. SUBDIVIDER OF PUEBLO DE PALMAS PHASE 21 SUBDIVISION HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

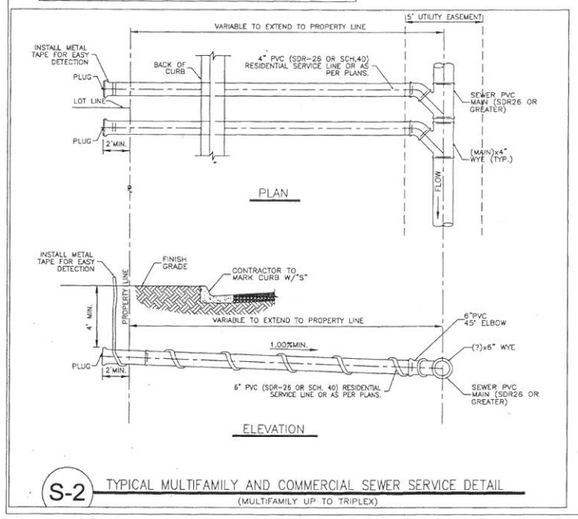
J. GARY FRISBY
JGF LAND CO. INC G.P.

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED,GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th DAY OF July 2017

NOTARY PUBLIC
MY COMMISSION EXPIRES 06/22/2018

LYDIA FLORES
Notary ID 11129628
My Commission Expires
June 20, 2018



S-2 TYPICAL MULTIFAMILY AND COMMERCIAL SEWER SERVICE DETAIL
(MULTIFAMILY UP TO TRIPLEX)

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227 N. F.M. 3167, RIO GRANDE CITY, TX. 78582 — OFF: (956) 487-5256, FAX: (956) 486-8561
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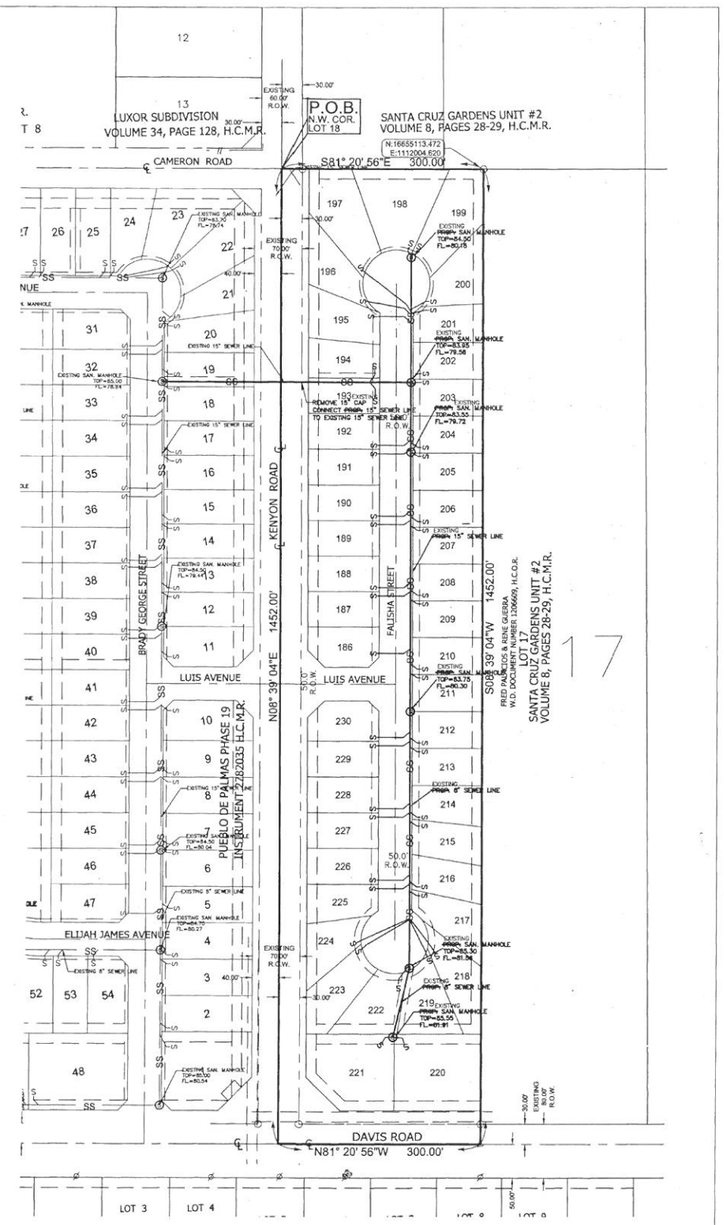
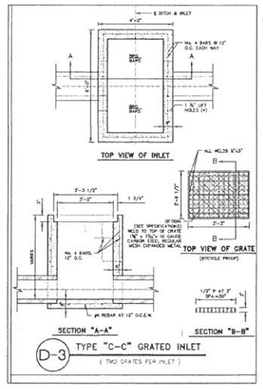


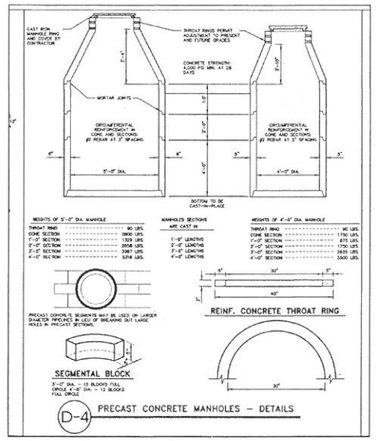
MAP OF SEWER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DRENAJE SANITARIO

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 21

BEING A RESUBDIVISION OF 10.000 ACRES
CONSISTING OF 2.00 ACRES OUT OF LOT 17,
& ALL OF LOT 18, BLOCK 41,
AMENDED MAP OF SUBDIVISION
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.





DRAINAGE STATEMENT
PUEBLO DE PALMAS PHASE 21

PUEBLO DE PALMAS PHASE 21 BEING A RESUBDIVISION OF 10.00 ACRES CONSISTING OF 2.00 ACRES OUT OF LOT 17 AND ALL OF LOT 18, BLOCK 41, OUT OF AMENDED MAP OF SUBDIVISION SANTA CRUZ GARDENS UNIT #2, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 8, PAGE 28-29, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED AT THE NORTHEAST INTERSECTION DAVIS ROAD & KENYON ROAD. THIS PROPERTY FALLS OUTSIDE IF CITY LIMITS OF EDINBURG BUT WITHIN THE 2 MILE ETJ OF THE CITY OF EDINBURG. THE PROPERTY IS CURRENTLY FARM LAND AND IS LOCATED IN ZONE "X" SHADED, ZONE "X" UNSHADED IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D, MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001. ZONE "X" SHADED IS DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE ARES LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD".
ZONE "X UNSHADED" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN."
THE LAND IS CURRENTLY AGRICULTURAL AND WILL BE USED FOR RESIDENTIAL. PHASE 21 WILL CONSIST OF 45 LOTS.

THE SOILS ARE FINE SANDY LOAM, SANDY CLAY LOAM WHICH IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. THIS SOIL IS IN HYDROLOGIC GROUP "B". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS")

EXISTING RUNOFF IS BY SURFACE FLOW IN A SOUTHERLY DIRECTION AND HAS A RUNOFF OF 2.30 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS. PROPOSED RUNOFF AFTER DEVELOPMENT IS 13.80 C.F.S., DURING THE 10-YEAR STORM FREQUENCY, PER THE ATTACHED CALCULATION, WHICH IS AN INCREASE OF 11.50 C.F.S.

THE EXISTING DRAINAGE FOR PUEBLO DE PALMAS PHASE 21 IS PART OF THE OVERALL IMPROVEMENTS OF PUEBLO DE PALMAS PHASE 19 OVERALL SUBDIVISION. THESE IMPROVEMENTS HAVE ALREADY BEEN CONSTRUCTED AS PER THE APPROVED DRAINAGE REPORT FOR PUEBLO DE PALMAS PHASE 19 OVERALL SUBDIVISION.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, REVISED JUNE 6, 2000 IS CONTAINED WITHIN THE WIDENED OF THE NORTH MAIN DRAIN ALONG THE NORTH SIDE OF VISTA BONITA SUBDIVISION.

FRED L. KURTH, PE # 54151 RPLS # 4750 DATE: 5-16-17

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

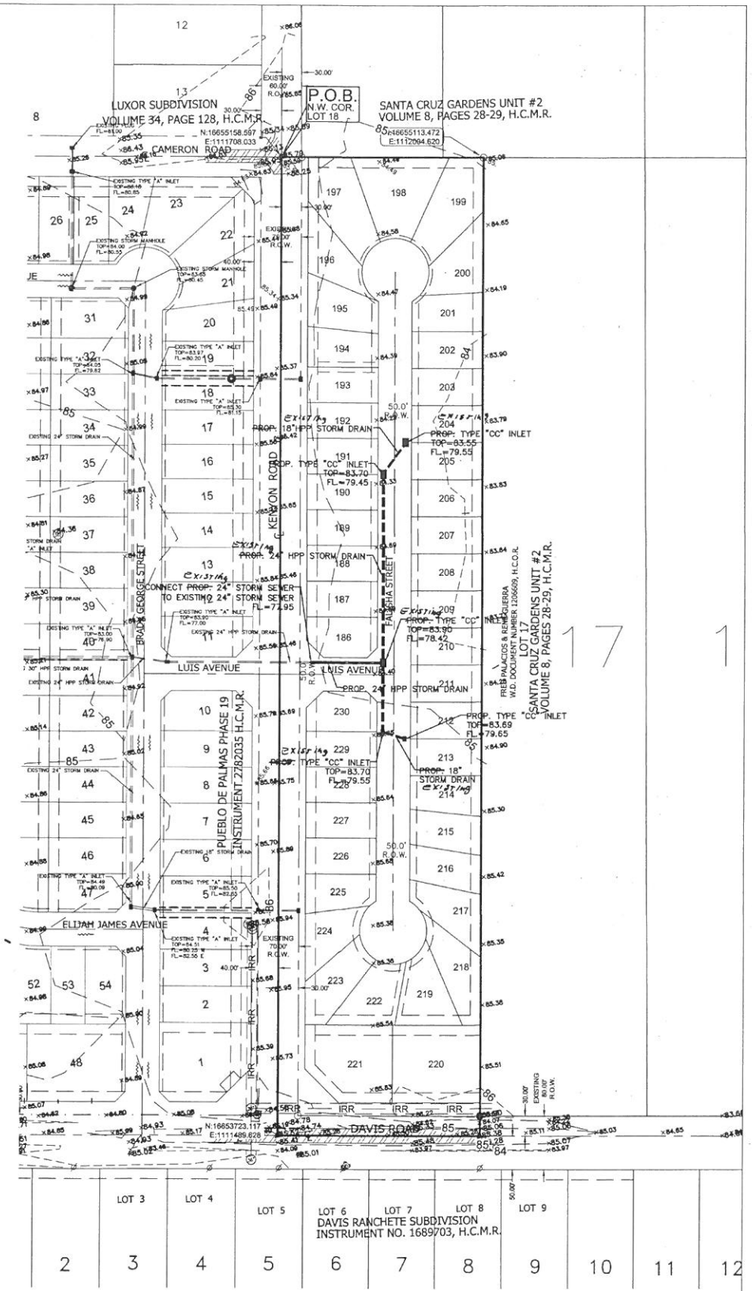
SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 21

BEING A RESUBDIVISION OF 10.000 ACRES
CONSISTING OF 2.00 ACRES OUT OF LOT 17,
& ALL OF LOT 18, BLOCK 41,
AMENDED MAP OF SUBDIVISION
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

N
BEARINGS BASED AS PER TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 TEXAS SOUTH ADJ ELEVATION. PER NAD 88 (1992)

SCALE: 1"=100'



191,543 C.F. DETENTION REQUIRED
194,355 C.F. EXCAVATION FOR DETENTION AVAILABLE
217,755 C.F. EXCAVATION FROM DITCH

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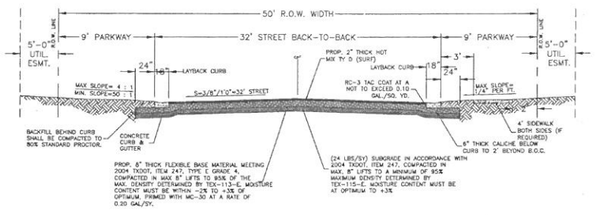
Y:\Land Development\Residential\Edinburg\16153 - JGF Ent - PDP#21\16153.00 - Plat Dev-Report-General\AutoCad Files\DWG\PUEBLO Phase21.dwg, 5/5/2017 11:47:31 AM, DWG To PDF.pc3

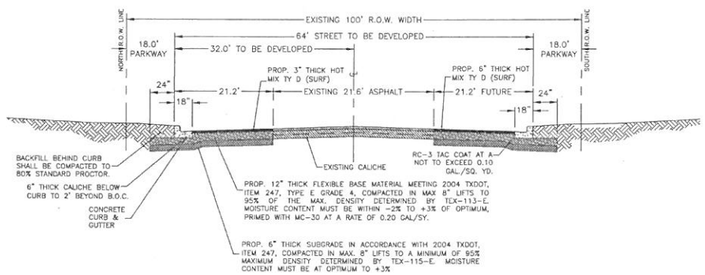


FLEXIBLE BASE (TYPE E GRADE 4) SHALL CONFORM TO THE FOLLOWING REQUIREMENTS, PRIOR TO THE ADDITION OF LIME:

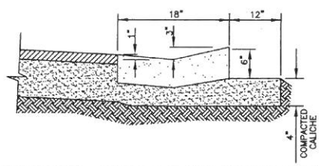
SIEVES OR SIL SIZE	PERCENT PASSING
2"	95-100
NO. 4	70-100
NO. 40	15-40
NO. 200	5-20
MAX. WET BALL IN	10
PET. WILL NOT SWELL	50

NOTE:
FOR STREETS SERVING A SUBDIVISION WITH NO STREET TREES (LESS THAN 16 LOTS).

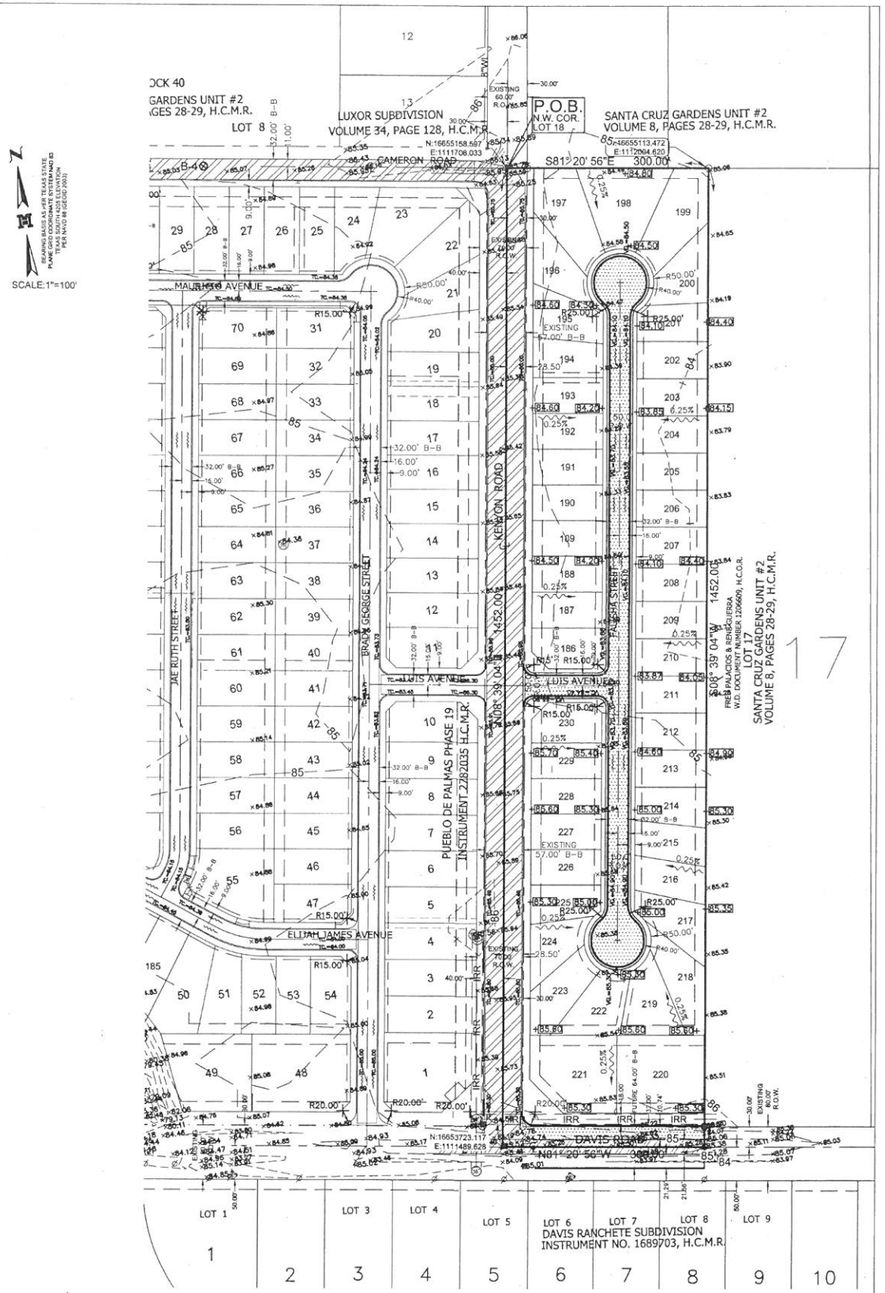
P-1 MINOR RESIDENTIAL STREET SECTION (32' BB – 50' R.O.W.) – DETAIL



DAVIS ROAD
450 LF. ASPHALT



SECTION "BB" – CONCRETE 3" CURB (LAYDOWN CURB)
N.T.S.



STREET LAYOUT MAP OF
PUEBLO DE PALMAS PHASE 21
BEING A RESUBDIVISION OF 10.000 ACRES
CONSISTING OF 2.00 ACRES OUT OF LOT 17,
& ALL OF LOT 18, BLOCK 41,
AMENDED MAP OF SUBDIVISION
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
OFF: (956) 381-0981
FAX: (956) 381-1839
227 N. F.M. 3167
RIO GRANDE CITY, TX. 78582
OFF: (956) 487-5256
FAX: (956) 486-8561
E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 6-27-2017

PROPOSED **BON VIEJO PH. 2** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **KK ENGINEERING** DEVELOPER: **KYNDEL W. BENNETT**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **56** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___☐COMMERCIAL __☐INSTITUTIONAL

LOCATION DESCRIPTION: **SOUTH SIDE OF MILE 13 NORTH ROAD, APPROXIMATELY ½ MILE WEST OF F.M. 493.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **DONNA** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-02-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY A STORM SEWER PIPE SYSTEM DISCHARGING TO THE EXISTING DRAIN DITCH ABUTTING THE SOUTH LOT LINE OF THIS PROPOSED SUBDIVISION. DETENTION WILL BE ACCOMPLISHED BY WIDENING OF THE EXISTING DITCH.**

ROAD R.O.W. DEDICATION: **25.00 FEET ON TO MILE 13 NORTH ROAD.**

H.C.R.O.W. FINAL APPROVAL DATE: **6-08-2017** By, **DANNY GUZMAN, PCT. 1** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **6-08-2017** BY, ENVIRONMENTAL HEALTH DIVISION MANAGER
SEWER SYSTEM: ☒OSSF HAS BEEN INSTALLED AND INSPECTED BY HCHD.

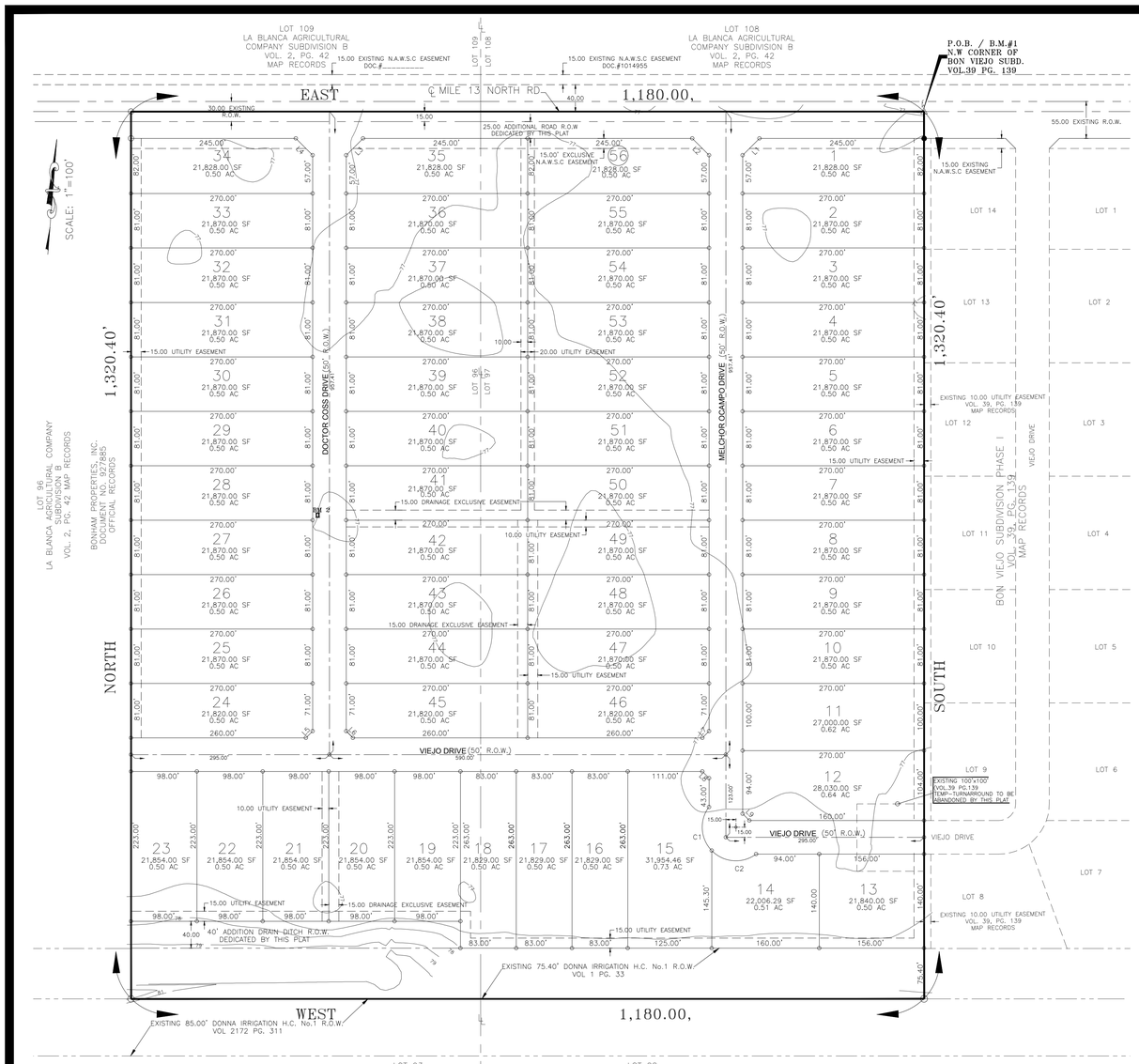
WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **MILE 13 NORTH ROAD.**

H.C.O.E.C. FINAL APPROVAL DATE: **6-08-2017** : By **MARTIN RAMIREZ** Environmental Compliance Coordinator
☒**LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **JANUARY 10, 2017**

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **DONNA**.
☒ **Final Approval** *subject to recommendations other departments3*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



GENERAL SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 24" ABOVE THE TOP OF THE STREET CURB WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. THIS SUBDIVISION IS LOCATED IN:
ZONE "C" AREAS OF MINIMAL FLOODING (NO SHADING) FEMA FIRM COMMUNITY PANEL No. 480334 0425 C REVISED NOVEMBER 16, 1982.

AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. SETBACKS:

FRONT:	25.00 FEET
REAR:	15.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE:	10.00 FEET
GARAGE FRONT:	18.00 FEE
SIDE:	6.00 FEET OR EASEMENT WHICHEVER IS GREATER

4. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL SHALL BE ALLOWED.

5. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

-->B.M. NO. 1-ELEV. 76.62 SET C.P.S. LOCATED ON THE N.W. CORNER OF BON VIEJO SUBDIVISION VOL.39 PG. 139 CENTER LINE OF MILE 13 NORTH ROAD. (NAVD 1988)

-->B.M. NO. 2-ELEV. 76.25 ON TOP OF A STORM DRAINAGE TYPE "A" INLET SOUTH EAST CORNER OF LOT 28 (NAVD 1988)

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 57,486.00 CUBIC-FEET (1.32 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.3 FOR STORM SEWER IMPROVEMENTS.)

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

13. KYNDEL W. BENNETT, THE OWNER & SUBDIVIDER OF BON VIEJO PHASE 2 SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

14. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

15. NO ACCESS SHALL BE ALLOWED FROM MILE 13 NORTH ROAD ONTO LOTS 1, 34, 35, AND 56.

16. STREET & STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER.

17. FIRE HYDRANTS WILL BE INSTALLED & PAINTED BLACK BY THE DEVELOPER.

18. STREET LIGHT INSTALLED AS PER CITY OF DONNA

19. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

20. 4 FOOT SIDEWALK IS REQUIRED BY THE CITY OF DONNA AT THE TIME OF BUILDING PERMIT.

METES AND BOUNDS

A 35.77 ACRE TRACT OF LAND OUT OF LOT 96 AND LOT 97, LA BLANCA AGRICULTURAL COMPANY SUBDIVISION B, AS RECORDED IN VOLUME 2, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS AND 0.11 ACRE TRACT OF LAND DESCRIBED AS TEMPORARY ROAD EASEMENT, OF OUT BON VIEJO SUBDIVISION, AS RECORDED IN VOLUME 39, PAGE 139, MAP RECORDS, HIDALGO COUNTY,T EXAS,SAID 35.77 ACRE TRACT IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING ON A SET CPS ON THE NORTHWEST CORNER OF BON VIEJO SUBDIVISION PHASE 1, AS RECORDED IN VOLUME 39, PAGE 139, MAP RECORDS, HIDALGO COUNTY, TEXAS AND IN THE RIGHT OF WAY OF MILE 13 NORTH ROAD, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE SOUTH, WITH THE WEST LINE OF SAID BON VIEJO SUBDIVISION PHASE 1, AT A DISTANCE OF 40.00' PASS A 1/2" IRON ROD FOUND ON THE SOUTH RIGHT OF WAY LINE OF SAID MILE 13 NORTH ROAD. CONTINUING A DISTANCE 1,245.00' PASS THE NORTH LINE OF AN APPARENT CANAL RIGHT OF WAY, CONTINUING A TOTAL DISTANCE OF 1,320.40' TO A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET ON THE SOUTH LINE OF SAID LOT 97 AND THE SOUTHWEST CORNER OF SAID BON VIEJO SUBDIVISION PHASE 1, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE WEST, WITH THE SOUTH LINE OF SAID LOT 97, AT A DISTANCE OF 660.00' PASS THE COMMON LINE OF SAID LOT 97 AND LOT 96, CONTINUING A TOTAL DISTANCE OF 1180.00' TO A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH, AT A DISTANCE OF 1305.40' PASS THE SOUTH RIGHT OF WAY LINE OF SAID MILE 13 NORTH ROAD, CONTINUING A TOTAL DISTANCE OF 1,320.40' TO A ½" I.R. SET FOR THE NORTH LINE OF SAID LOT 96 IN THE RIGHT OF WAY OF SAID MILE 13 NORTH ROAD, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE EAST, WITH THE NORTH LINE OF SAID LOT 96 AND WITHIN THE RIGHT OF WAY OF SAID MILE 13 NORTH ROAD, AT A DISTANCE OF 520.00' PASS THE COMMON LINE OF SAID LOT 96 AND LOT 97, CONTINUING A TOTAL DISTANCE OF 1,180.00' TO THE POINT OF BEGINNING, CONTAINING 35.77 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____.

_____
KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF BON VIEJO PHASE 2 SUBDIVISION WAS REVIEWED AND APROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____, _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

THIS PLAT IS HEREBY APPROVED BY THE DONNA IRRIGATION DISTRICT No. 1 ON THIS, THE_____DAY OF_____, 201___.

_____ ATTEST_____
PRESIDENT SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE BON VIEJO PHASE 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

PLAT OF BON VIEJO PHASE 2 SUBDIVISION

A 35.77 ACRE TRACT OF LAND OUT OF LOT 96 AND LOT 97, LA BLANCA AGRICULTURAL COMPANY SUBDIVISION B, AS RECORDED IN VOLUME 2, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: NOVEMBER, 2016

STATE OF TEXAS COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

BON VIEJO ESTATES II L.P.
AS OWNER OF THE 35.77 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED BON VIEJO PHASE 2 SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
OWNER: DATE

BON VIEJO ESTATES II L.P.
A TEXAS LIMITED PARTNERSHIP
BY BON VIEJO ESTATES II GP, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT. AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____20_____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF DONNA, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY HEREIN MY APPROVAL IS REQUIRED.

ATTEST:
_____ _____ _____ _____ _____ _____
MAYOR'S SIGNATURE DATE CITY SECRETARY DATE

PLANNING & ZONING COMMISSION CERTIFICATION

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS BON VIEJO PHASE 2 CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 20___.

_____
CHAIRPERSON-PLANNING & ZONING COMMISSION

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

_____ _____
RAUL SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, KAMBIZ S. KHADEMI A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE ____ DAY OF _____ 201__

_____
REGISTERED PROFESSIONAL ENGINEER

No.57767 STATE OF TEXAS

KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION OF THE AS CORDOBA HEIGHTS SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

DATED THIS THE _____ DAY OF _____ 201__

_____
REGISTERED PROFESSIONAL SURVEYOR

NO.5571 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JOSE MARIO GONZALEZ
5571
PROFESSIONAL LAND SURVEYOR

LOCATION MAP

SCALE: 1"=4000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

JURISDICTION OF A MUNICIPALITY:
BON VIEJO PHASE 2 LOCATED SOUTH SIDE OF MILE 13 NORTH ROAD APPROXIMATE ½ MILE WEST OF FM 493. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 35,100 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT, THIS SUBDIVISION LIES IN A 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DONNA LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 1.

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	70.52'	50.00'	80°48'56"	S 03°32'16" E	64.82'
C2	72.37'	50.00'	82°55'28"	S 85°24'28" E	66.21'

LEGEND
- ● 1/2" IRON ROD FOUND
- ○ 1/2" IRON ROD SET
- △ C.P.S SET

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N 45°00'00" E	35.36'
L2	N 45°00'00" W	35.36'
L3	S 45°00'00" W	35.36'
L4	N 45°00'00" W	35.36'
L5	N 45°00'00" E	14.14'
L6	N 45°00'00" W	14.14'
L7	N 45°00'00" E	14.14'
L8	N 45°00'00" W	14.14'
L9	N 45°00'00" W	14.14'

INDEX TO SHEETS OF BON VIEJO PHASE 2 SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR' S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; DONNA IRRIGATION No.1 AND HCHD. REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND OSSF MAP; TYPICAL WATER SERVICE CONNECTION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS.

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

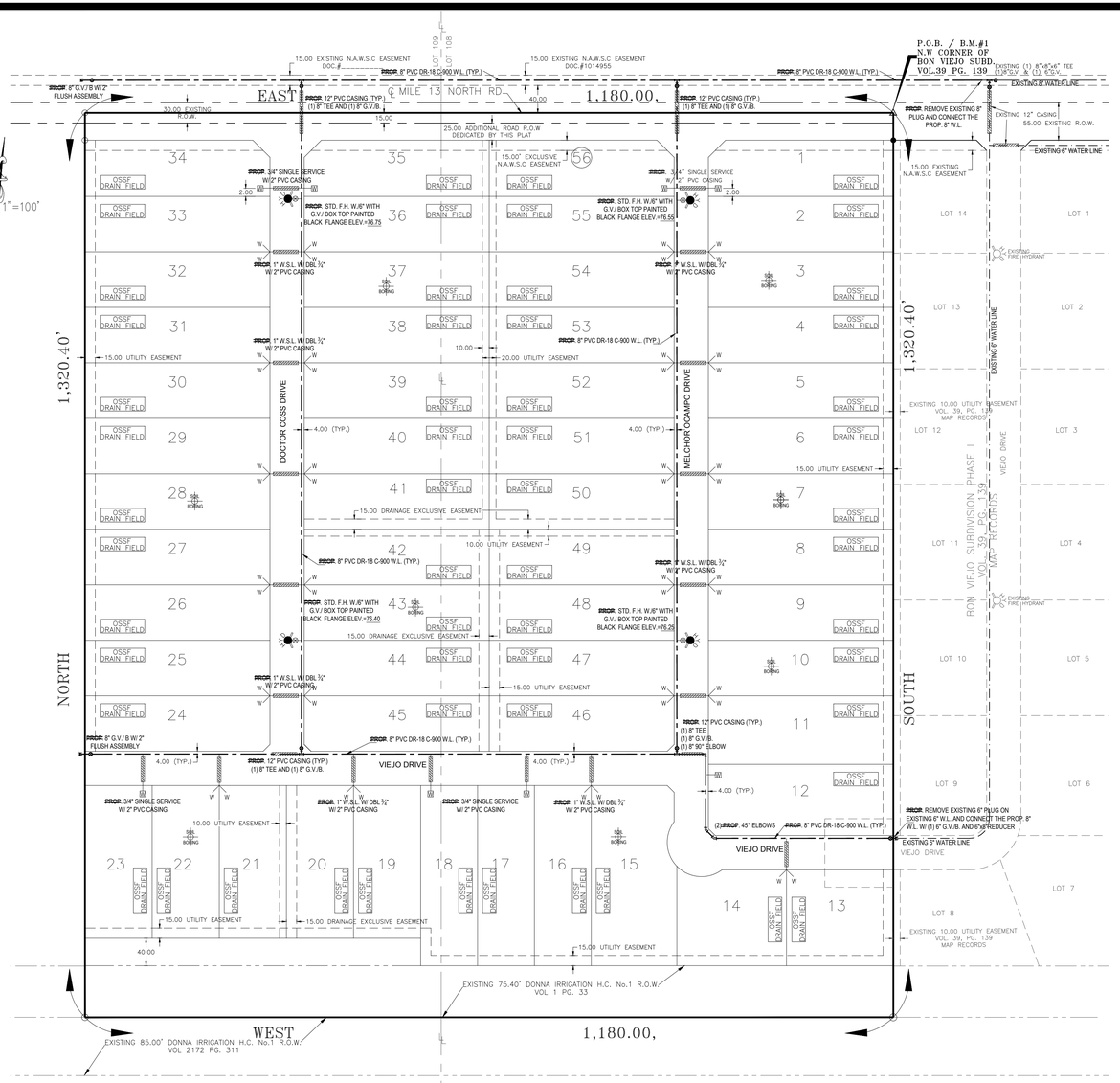
PRINCIPAL CONTACTS:

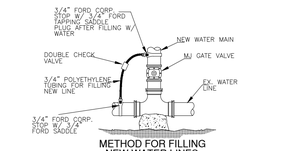
	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W BENNETT, BENNETT-FLORES INVESTMENTS, LLC.	P.O. BOX 365	LA BLANCA 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	KAMBIZ S. KHADEMI P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM88	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156

REVISION	DATE	BY

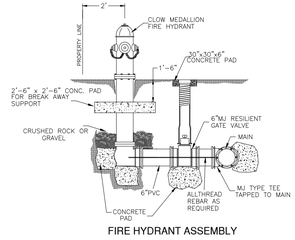
SHEET 1 OF 3

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125 FAX (956) 630-2219

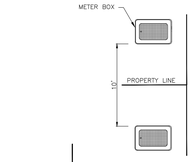


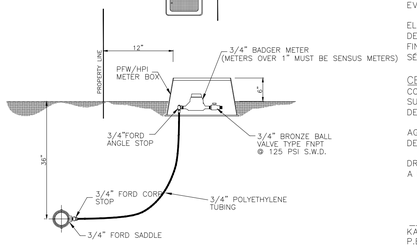


METHOD FOR FILLING NEW WATER LINES

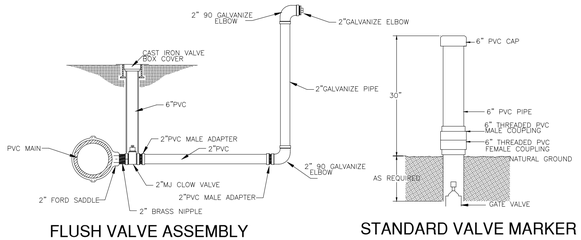


FIRE HYDRANT ASSEMBLY





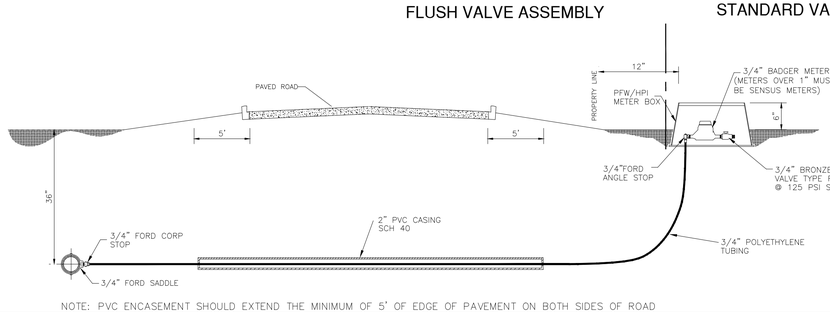
SHORT SERVICE CONNECTION



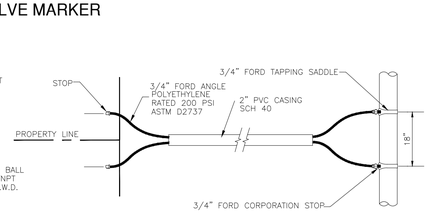
FLUSH VALVE ASSEMBLY

STANDARD VALVE MARKER

AS BUILT



NOTE: PVC ENCASEMENT SHOULD EXTEND THE MINIMUM OF 5' OF EDGE OF PAVEMENT ON BOTH SIDES OF ROAD



LONG SERVICE CONNECTION

NOTE: MAGNETIC TAPE (CAUTION TAPE) BURIED 16" BELOW NATURAL GROUND

CONSTRUCTION COST ESTIMATE:	
1-WATER:	$99,591.50
2-OSSF:	$84,000.00
3-PAVING:	$327,931.00
4-DRAINAGES:	$116,162.75
TOTAL:	$627,685.25

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

BON VIEJO PHASE 2 SUBDIVISION HAS BEEN PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS ONE EXISTING 8" WATER LINE ALONG THE SOUTH SIDE OF MILE 13 NORTH ROAD WITHIN AN EXISTING 15 FOOT N.A.W.S.C EASEMENT ENDING ON THE NORTHWEST CORNER OF THIS PROPOSED SUBDIVISION AS WELL AS AN EXISTING 6" WATER LINE ON THE NORTH SIDE OF VIEJO DRIVE. FROM THIS PREVIOUS MENTIONED LINE, ONE PROPOSED 8" WATER LINE WILL INSTALL RUNNING WEST WITHIN A 15 FOOT NAWSC EASEMENT. THREE MORE 8" WATER LINES WILL BE INSTALLED ALONG THE PROPOSED ROAD ROWS OF DOCTOR COSS AND MELCHOR OCAMPO STREET LOOPING CONNECTING TO THE EXISTING 6" WATER LINE ON VIEJO DRIVE.

WATER DISTRIBUTION FOR THE BON VIEJO PHASE 2 SUBDIVISION CONSISTS OF TWENTY FOUR (24)-1" DIAMETER DUAL SERVICE LINES, EIGHT (8) ¾" SINGLE SERVICE LINES. THE 8" WATERLINES, THE DUAL SERVICE LINES, THE METER BOXES & LOCKS HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $84,191.50 OR $1,503.42 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $36,600.00, WHICH COVERS THE $653.57 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 4 FIRE HYDRANTS AT A UNIT COST OF $3,850.00 FOR A TOTAL COST OF $15,400.00 THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES

SEWAGE FROM BON VIEJO PHASE 2 SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. JOSE A. GONZALEZ SITE EVALUATOR REG.# 122758, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOUL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. TOTAL OF 8 BORES WERE DONE (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM CLASS III, EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST OF THE INSTALLATION OF THE SEPTIC SYSTEM ON AN INDIVIDUAL LOT WAS $1,500.00 INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AND FINALIZED AT THIS TIME AT A TOTAL COST OF $84,000.00 THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $136,191.50 WHICH EQUALS TO $2,431.99 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $84,000.00 FOR THE ENTIRE SUBDIVISION.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
LICENSED PROFESSIONAL ENGINEER

AS BUILT

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

BON VIEJO PHASE 2 SUBDIVISION HA SIDO PROVEÍDA DE AGUA POTABLE POR NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C.). EI DUEÑO Y N.A.W.S.C. HAN HECHO UN CONTRATO EN CUAL N.A.W.S.C. HA PROMETIDO PROPORCIONAR SUFICIENTE AGUA A LA SUBDIVISIÓN DURANTE AL MENOS 30 AÑOS Y N.A.W.S.C. HA PROPORCIONADO LA DOCUMENTACIÓN PARA ESTABLECER SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD DE LOS ABASTECIMIENTOS DE AGUA DISPONIBLES PARA SERVIR EL DESARROLLO LLENO DE ESTA SUBDIVISIÓN. N.A.W.S.C. TIENE UNA LINEA DE AGUA DE 8 PULGADAS DE DIAMETRO A LADO SUR DE LA CALLE MILLA 13 NORTH CUAL TERMINA EN LA ESQUINA SUR ESTE DE ESTE FRACCIONAMIENTO AL IGUAL QUE UNA LINEA DE 6 PULGADAS A LADO NORTE DE LA CALLE VIEJO DRIVE. DE ESTA LINEA PREVIAMENTE MENCIONADA SE CONECTARA UNA LINEA NUEVA DE PVC DE 8 PULGADAS DE DIAMETRO CUAL SERA INSTALADA A LO LARGO DE UN DERECHO DE PASO DE 15 PIES DEDICADOS A NAWSC. TRES LINEAS MAS DE 8 PULGADAS SE INSTALARAN A LO LARGO DE LAS CALLES MELCHOR OCAMPO Y DOCOR COSS PARA DARLE SERVISIO AL DESAROLLO COMPLETO DE ESTE FRACCIONAMIENTO.

DISTRIBUCIÓN DE AGUA PARA BON VIEJO PHASE 2 SUBDIVISIÓN CONSISTE EN VEINTE Y CUATRO (24) LINEAS DE 1" DIAMETRO DE SERVICIO DUAL, Y OCHO (8) LINEAS DE ¾" DIÁMETRO DE SERVICIO SENCILLO CUALES TERMINAN EN LAS CAJA DEL MEDIDOR CON CANDADOS DE CADA SOLAR. LAS LÍNEAS DE SERVICIO DUALES Y SENCILLAS DE ¾" Y LAS CAJAS DEL MEDIDOR HAN SIDO INSTALADAS A UN COSTO TOTAL DE $84,191.50 O $1,503.42 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. $36,600.00 DE ACUERDO AL CONTRATO DE LA CARTA DE 30 AÑOS LA CUAL CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $653.57 ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.E.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 4 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO INDIVIDUAL DE $3,850.00 A UN COSTO TOTAL DE $15,400.00 EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A. GONZALEZ EVALUADOR DE SUELOS REG.# 122581 EH AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON 8 EXCAVACIONES DE EVALUACIÓN DE SUELO EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $1,500.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO TOTAL DE $84,000.00 EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DEL SISTEMA DE FOSAS SEPTICAS.

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $136,191.50 O $2,431.99 POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,500.00 POR SISTEMA A UN COSTO TOTAL DE $84,000.00 TODA LA SUBDIVISION.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
LICENSED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

1.–BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a)WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b)SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.–I KYNDEL W. BENNETT SUBDIVIDER OF BON VIEJO PHASE 2 SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER:

DATE

BON VIEJO ESTATES II L.P.
A TEXAS LIMITED PARTNERSHIP
BY BON VIEJO ESTATES II GP, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
GENERAL PARTNER
KYNDEL W BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO MY BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS TIME _____ DAY OF _____, 20____.

NOTARY PUBLIC
MY COMSTUART EXPIRES _____

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #–1334)
410 E. DOVE
P.O. BOX 5422
MCALLEN, TEXAS 78502
(956) 630-2125
FAX (956) 630-2219

BY	DATE	REVISION

DRAWING DATE: NOVEMBER, 2016
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 NOVEMBER/2016
ALTERATION OF A SEALED DOCUMENT WITHOUT THE PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

PRELIMINARY PLAT OF
BON VIEJO PHASE 2
SUBDIVISION
HIDALGO COUNTY
ETJ DONNA

EXISTING TOPO AND ~~PROPOSED~~ WATER IMPROVEMENTS (NAWSC) AND SEPTIC TANKS

BON VIEJO PHASE 2, LLC

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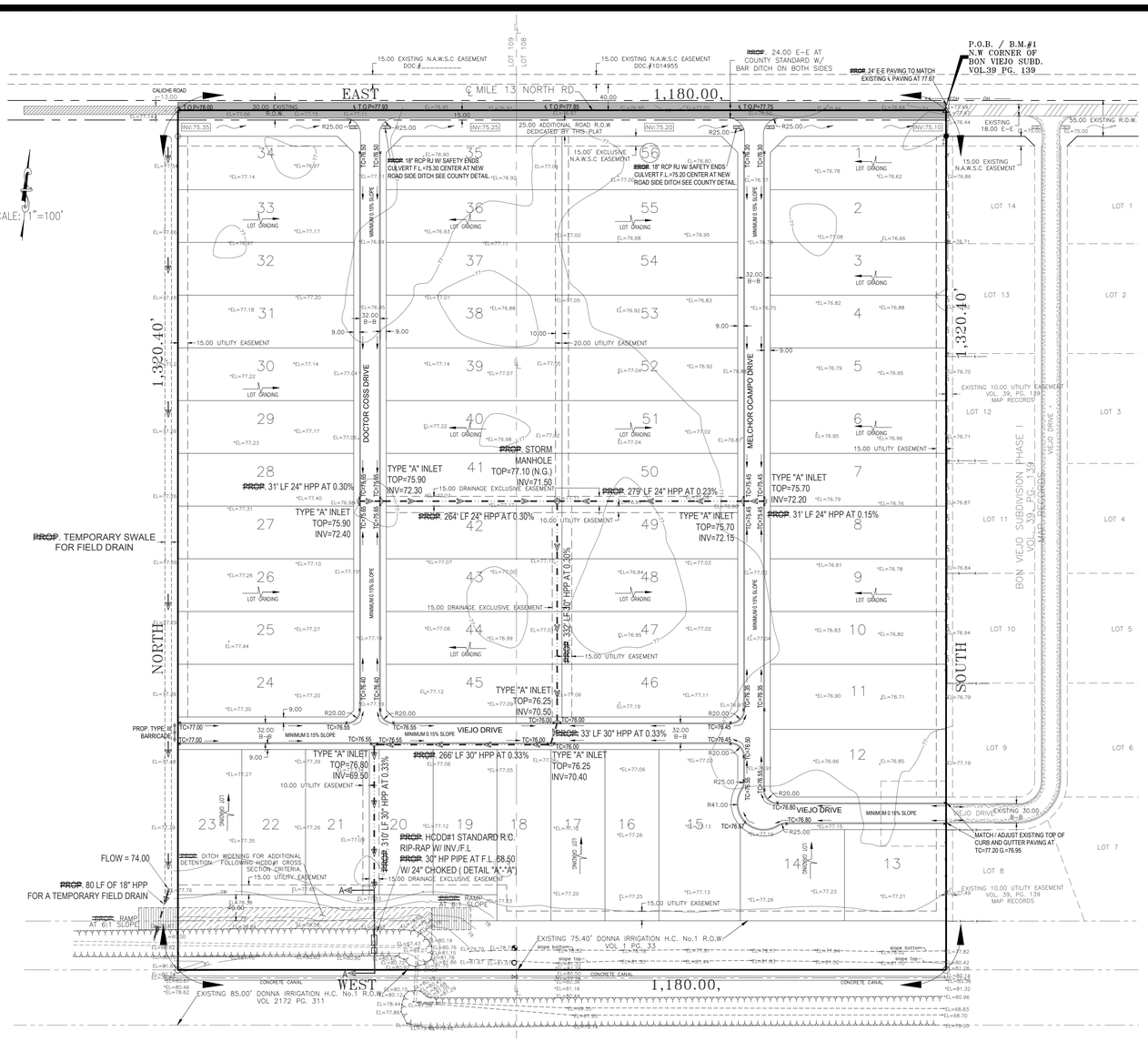
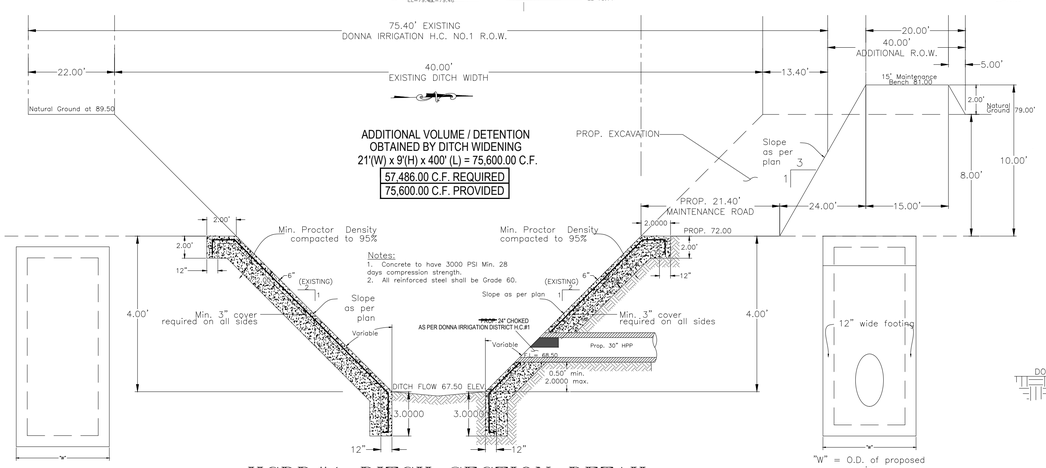
File Name: SEPTIC & WATER

SHEET 2 OF 3



HCDD#1 DITCH SECTION DETAIL.

SECTION "A" – "A"
N.T.S.



ADDITIONAL VOLUME / DETENTION OBTAINED BY DITCH WIDENING
21'(W) x 9'(H) x 400' (L) = 75,600.00 C.F.

57,486.00 C.F. REQUIRED
75,600.00 C.F. PROVIDED

AS BUILT

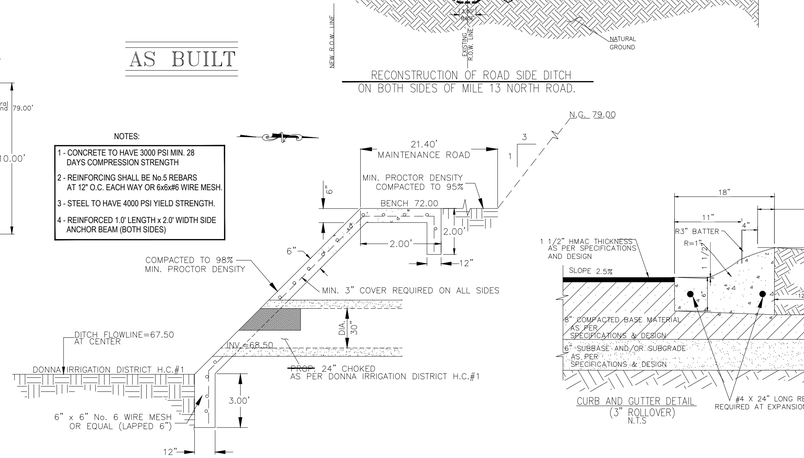
NOTES:

1 - CONCRETE TO HAVE 3000 PSI MIN. 28 DAYS COMPRESSION STRENGTH

2 - REINFORCING SHALL BE No.5 REBARS AT 12" O.C. EACH WAY OR 6x6x6 WIRE MESH.

3 - STEEL TO HAVE 4000 PSI YIELD STRENGTH.

4 - REINFORCED 1.0' LENGTH x 2.0' WIDTH SIDE ANCHOR BEAM (BOTH SIDES)



STORM DISCHARGE STRUCTURE WITH RIP RAP

N.T.S.

DRAINAGE REPORT

A 37.55 ACRE TRACT OF LAND OUT OF LOTS 96 AND 97, LA BLANCA AGRICULTURAL COMPANY SUBDIVISION B, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 42 , MAP RECORDS, HIDALGO COUNTY, TEXAS, AND IS LOCATED ON THE ON THE SOUTH SIDE MILE 13 NORTHROAD,1, 980 FEET WEST OF FM 493 AND IS LOCATED IN THE COUNTY OF HIDALGO AND LIES WITHIN THE 5 MILE ETJ OF THE CITY OF DONNA. (REFER TO EXHIBIT B).

FLOOD PLAIN

THE SUBJECT TRACT LIES IN ZONE "C", AREAS OF MINIMAL FLOODING. F.E.M.A.–F.I.R.M. MAP NO. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982. (REFER TO EXHIBIT C).

SOIL CONDITIONS

A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO AND RAYMONDVILLE SANDY CLAY LOAM SOIL THAT HAS A POUR LOW SHRINK–SWELL POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B AND D. (REFER TO EXHIBIT D)

EXISTING CONDITIONS

THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY (0.01%), EXISTING RUNOFF (15.25 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE NORTHEAST SIDE OF THIS TRACT.

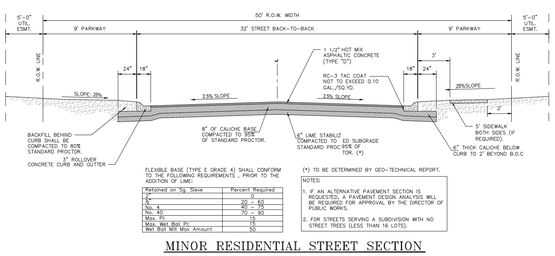
PROPOSED CONDITIONS

THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT IS FOR 56 LOTS FOR RESIDENTIAL USE. THE STORM RUNOFF AFTER DEVELOPMENT WILL BE INCREASE 4.95 CFS FOR A TOTAL 20.2 CFS, I HAVE CALCULATED THAT 57,486 CF OF STORM RUNOFF FOR A 10 YEAR DESIGN FREQUENCY, WILL BE DETAINED BY DEDICATING ADDITIONAL R.O.W. AND WIDENING AN EXISTING DRAIN DITCH LOCATED AT THE SOUTHWESTERLY CORNER OF THIS TRACT. THE STORM RUNOFF ON THE PROPOSED INTERIOR STREETS WILL BE DELIVERY BY A PROPOSED STORM SEWER PIPES AND CURB INLETS RANGING FROM A 24" PIPE TO A 30" PIPE, OUT FALLING INTO SAID EXISTING DRAIN DITCH OWN BY DONNA IRRIGATION DISTRICT NO. 1.

KAMBIZ S. KHADEMI, P.E. DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

AS BUILT



PROP. MILE 13 NORTH ROAD STREET PAVEMENT SECTION

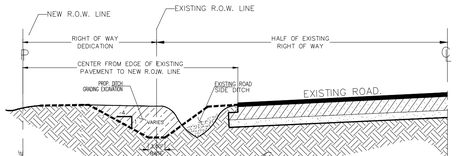
FLEXIBLE BASE (TYPE E GRADE A) SHALL CONFORM TO THE FOLLOWING REQUIREMENTS , PRIOR TO THE ADDITION OF LIME:

Retained on Sq. Sieve	Percent Required
2"	0
#4	20 – 60
No. 40	50 – 85
No. 200	70 – 95
Max. PI	15
Max. Wet Ball Pl.	40
Wet Ball Mill Max Amount	55

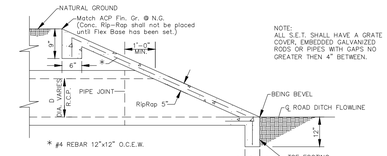
(*) TO BE DETERMINED BY GEO–TECHNICAL REPORT.

NOTES:
1. IF AN ALTERNATIVE PAVEMENT SECTION IS REQUESTED, A PAVEMENT DESIGN ANALYSIS WILL BE REQUIRED FOR APPROVAL BY THE DIRECTOR OF PUBLIC WORKS.
2. FOR STREETS SERVING A SUBDIVISION WITH NO STREET TREES (LESS THAN 16 LOTS).

MINOR RESIDENTIAL STREET SECTION



RECONSTRUCTION OF ROAD SIDE DITCH ON BOTH SIDES OF MILE 13 NORTH ROAD.



NOTES:
1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS
2. FOR D=1 AND D=2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. ABOVE TOP OF PIPE.
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH IS WITHIN 5 FT. OF THE EDGE OF PAVEMENT.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.

STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 6") – #57 RUN GRAVEL 1" MAX SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. + 1.5 + 12" MINIMUM TRENCH WIDTH SHALL EQUAL BELL O.D. + 1.5 + 24" FOR TRENCH DEPTH GREATER THAN 5 FEET.

C–1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C–2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTANED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

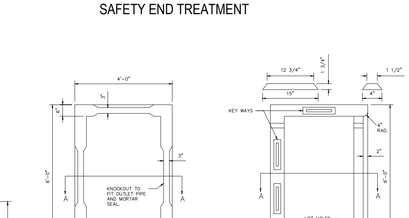
C–3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 6") – #57 RUN GRAVEL 1" MAX SIZE.

D–1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D–2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTANED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D–3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION. STRUCTURES SHALL HAVE CLASS I, II, III, OR IV (ASTM D2321) BACKFILL MATERIAL, FOUNDATION PREPARATION (IMCLIPOINTS, MINIMUM 4" GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED AND COMPACTED IN LAYERS NOT TO EXCEED 8". REQUIRED APPROXIMATE MAXIMUM MOISTURE CONTENT AND COMPACTED DENSITY IN TERMS OF PERCENTAGE DENSITY PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".



WEIGHTS OF 5'-0" DIA. MANHOLE

THROAT RING	90 LBS.
CONE SECTION	2800 LBS.
5'-0" SECTIONS	1329 LBS.
3'-0" SECTIONS	2658 LBS.
2'-0" SECTIONS	1772 LBS.
4'-0" SECTION	5316 LBS.

MANHOLES SECTIONS
ARE CAST IN-

THROAT RING	90 LBS.
CONE SECTION	1750 LBS.
5'-0" SECTIONS	875 LBS.
3'-0" SECTIONS	1750 LBS.
2'-0" SECTIONS	1750 LBS.
4'-0" SECTIONS	3500 LBS.

WEIGHTS OF 4'-0" DIA. MANHOLE

PRECAST CONCRETE SEGMENTS MAY BE USED ON LARGER DIAMETER PIPELINES IN LIEU OF BREAKING OUT LARGE HOLES IN PRECAST SECTIONS.

SEGMENTAL BLOCK
5'-0" DIA. = 15 BLOCKS FULL CIRCLE, 4'-0" DIA. = 12 BLOCKS FULL CIRCLE

REINF. CONCRETE THROAT RING

PRECAST CONCRETE MANHOLE DETAILS

PLAN VIEW

* #4 REBAR 12"x12" O.C.E.W.

CAST-IN-PLACE SAFETY END TREATMENT

NOTE:
ALL REINFORCING TO BE NO. 4 REBAR ON 12" O.C. CENTER TO CENTER EACH WAY CONCRETE STRENGTH TO BE 4000 PSI MINIMUM AT 28 DAYS. APPROXIMATE WEIGHT 1300 LB. PER VERTICAL FOOT

PRECAST TYPE "A" INLET

N.T.S

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502
(956) 630-2125
FAX (956) 630-2219

BY	DATE	REVISION

DRAWING DATE: NOVEMBER, 2016
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1" = 100'

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 NOVEMBER/2016

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

PRELIMINARY PLAT OF BON VIEJO PHASE 2 SUBDIVISION
HIDALGO COUNTY
ETJ DONNA

EXISTING TOPO AND ~~PROPOSED~~ PAVING, STORM DRAINAGE AND DETENTION POND

BON VIEJO PHASE 2, L.P.

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File Name: PAVING & DRAINAGE

SHEET 3 OF 3

AI-60465 **Precinct #1** **17. A.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: David Fuentes, COMM. PCT. #1

Submitted By: Amy Saenz-Smith, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Presentation and approval of Hidalgo County Precinct 1 Official Logo

BACKGROUND

Fiscal Impact

Attachments

PCT 1 LOGO

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/23/2017 03:45 PM
Linda Flores	Linda Flores	06/23/2017 05:00 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Amy Saenz-Smith Started On: 06/23/2017 02:56 PM

Final Approval Date: 06/23/2017


HIDALGO COUNTY
1
PRECINCT ONE

AI-60456 **18. A.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of closing documents for Parcel 5 as it relates to Precinct No. 2 Fee Simple Project and authority for Valde Guerra, Executive Officer to execute documents.

BACKGROUND

item approved by DD BOD on 6-13-17

Fiscal Impact

CALENDAR YEAR: ACCOUNT #:

FUNDS AVAILABLE? Y/N: MATCHING FUNDS? Y/N:

BUDGETARY IMPACT:

No budgetary impact.

County selling to Drainage District.

Attachments

Pct 2 Fee Simple Parcel 5

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Monica Salinas Started On: 06/23/2017 01:42 PM

Final Approval Date: 06/23/2017

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan			
1. ☐ FHA 2. ☐ RHS 3. ☒ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.	6. File Number: 0003162576	7. Loan Number:	8. Mortgage Insurance Case Number:

C. Note: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.* (0003162576/ 34)

D. Name and Address of Buyer:	E. Name and Address of Seller:	F. Name and Address of Lender:
Hidalgo County Drainage No. 1 902 N. Doolittle Rd., Edinburg, TX 78542	County of Hidalgo 100 East Cano Second Floor, Edinburg, TX 78542	

G. Property Location:	H. Settlement Agent: Sierra Title of Hidalgo County, Inc. (956)682-8321 3401 N. 10th St. McAllen, TX 78501 Place of Settlement: 3401 N. 10th St. McAllen, TX 78501	I. Settlement Date: May 19, 2017 Disbursement Date: May 19, 2017
Not known Pharr, TX 78577 Hidalgo County, Texas Lot(s): 229 Kelly-Pharr Subdivision		

J. Summary of Buyer's Transaction	
100. Gross Amount Due from Buyer	
101. Contract sales price	1,289.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	854.63
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. Gross amount due from Buyer	2,143.63
200. Amounts Paid by or in Behalf of Buyer	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208. Seller Paid Buyer Closing Costs	
209.	
Adjustments for items unpaid by seller	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217. "NO TAX PRORATIONS" PARTIAL TAKE"	
218.	
219.	
220. Total paid by/for Buyer	0.00
300. Cash at Settlement from/to Buyer	
301. Gross amount due from Buyer (Line 120)	2,143.63
302. Less amount paid by/for Buyer (Line 220)	(0.00)
303. CASH FROM BUYER	2,143.63

K. Summary of Seller's Transaction		
400. Gross Amount Due to Seller		
401. Contract sales price		1,289.00
402. Personal property		
403.		
404.		
405.		
Adjustments for items paid by seller in advance		
406. City/Town taxes		
407. County taxes		
408. Assessments		
409.		
410.		
411.		
412.		
420. Gross amount due to Seller		1,289.00
500. Reductions in Amount Due to Seller		
501. Excess deposit (see instructions)		
502. Settlement charges to seller (line 1400)		
503. Existing loan(s) taken subject to		
504. Payoff of first mortgage loan	To:	
505. Payoff of second mortgage loan	To:	
506.		
507.		
508. Seller Paid Buyer Closing Costs		
509.		
Adjustments for items unpaid by seller		
510. City/Town taxes		
511. County taxes		
512. Assessments		
513.		
514.		
515.		
516.		
517. "NO TAX PRORATIONS" PARTIAL TAKE"		
518.		
519.		
520. Total reduction amount due Seller		0.00
600. Cash at Settlement from/to Seller		
601. Gross amount due to Seller (Line 420)		1,289.00
602. Less reductions due Seller (Line 520)		(0.00)
603. CASH TO SELLER		1,289.00

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges		Paid From Buyer's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees	$0.00		
Division of commission (line 700) as follows:			
701. to			
702. to			
703. Commission paid at settlement			
704.			
800. Items Payable in Connection with Loan			
801. Our origination charge	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	(from GFE #2)		
803. Your adjusted origination charges	(from GFE #A)		
804. Appraisal fee	(from GFE #3)		
805. Credit report	(from GFE #3)		
806. Tax service	(from GFE #3)		
807. Flood certification	(from GFE #3)		
808.			
900. Items Required by Lender to be Paid in Advance			
901. Interest from 05/19/17 to 06/01/17 to @ $ /day (13 days @ %)	(from GFE#10)		
902. Mortgage insurance premium for month to	(from GFE #3)		
903. Homeowner's insurance for year to	(from GFE #11)		
904. for year to			
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account	(from GFE #9)		
1002. Homeowner's insurance Months @ $ per Month			
1003. Mortgage insurance Months @ $ per Month			
1004. Property taxes Months @ $ per Month			
1005. School Taxes Months @ $ per Month			
1006. Irrigation Taxes Months @ $ per Month			
1007. Months @ $ per Month			
1008. Aggregate adjustment			
1100. Title Charges			
1101. Title services and lender's title insurance	(from GFE #4)	500.00	
1102. Escrow Fee to Sierra Title of Hidalgo County, Inc.	$500.00		
1103. Owner's title insurance to Sierra Title of Hidalgo County, Inc.	(from GFE #5)	238.00	
1104. Lender's title insurance			
1105. Lender's title policy limit			
1106. Owner's title policy limit	$1,289.00		
1107. Agent's portion of the total title insurance premium to Sierra Title of Hidalgo Cour	$202.30		
1108. Underwriter's portion of the total title insurance premium to Chicago Title Insuran	$35.70		
1109. to Tax Service of Hidalgo County		0.00	0.00
1110. Tax Service to Tax Service of Hidalgo County		54.13	
1111. State of Texas Policy Guaranty Fee (O) to Sierra Title of Hidalgo		3.00	
1112. E filing fee (S) to Sierra Title of Hidalgo County, Inc.		3.50	
1200. Government Recording and Transfer Charges			
1201. Government recording charges to Sierra Title of Hidalgo County, Inc.	(from GFE #7)	56.00	
1202. Deed $ 56.00; Mortgage $; Releases $			
1203. Transfer taxes	(from GFE #8)		
1204. City/County tax/stamps Deed $; Mortgage $			
1205. State tax/stamps Deed $; Mortgage $			
1300. Additional Settlement Charges			
1301. Required services that you can shop for	(from GFE #6)		
1302.			
1303.			
1304.			
1305.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		854.63	0.00

HUD-1, Attachment

Buyer: Hidalgo County Drainage No. 1
902 N. Doolittle Rd.
Edinburg, TX 78542

Seller: County of Hidalgo
100 East Cano Second Floor
Edinburg, TX 78542

Lender:

Settlement Agent: Sierra Title of Hidalgo County, Inc.
(956)682-8321
Place of Settlement: 3401 N. 10th St.

McAllen, TX 78501
Settlement Date: May 19, 2017
Disbursement Date: May 19, 2017
Property Location: Not known
Pharr, TX 78577
Hidalgo County, Texas
Lot(s): 229
Kelly-Pharr Subdivision

Title Services and Lender's Title Insurance Payee/Description		Disclosure	Buyer	Seller
Sierra Title of Hidalgo County, Inc. Escrow Fee	(from GFE #4)	500.00		
Total Title Services and Lender's Title Insurance		**500.00**		

Hidalgo County Drainage No. 1

BY:_____
Hidalgo County Drainage No. 1 by Ramon Garcia,
Chairman of the Board

County of Hidalgo

BY:_____
Valde Guerra, Executive Officer

_____
Sierra Title of Hidalgo County, Inc.
Settlement Agent

ADDENDUM

G.F. No.: 0003162576

DATE: May 19, 2017

Not known, Pharr, TX 78577

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

County of Hidalgo

BY:_____
Valde Guerra, Executive Officer

Hidalgo County Drainage No. 1

BY:_____
Hidalgo County Drainage No. 1 by Ramon Garcia,
Chairman of the Board

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

_____

Date:

_____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

May 19, 2017

RE: GF NO.: 0003162576

PROPERTY ADDRESS: Not known, Pharr, TX 78577

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Hidalgo County Drainage No. 1

BY:_____
Hidalgo County Drainage No. 1 by Ramon Garcia, Chairman of the Board

County of Hidalgo

BY:_____
Valde Guerra, Executive Officer

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

_____
Settlement Agent

_____
Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

TAX INFORMATION AND PRORATION AGREEMENT

Purchaser and Seller understand the Escrow Agent has assembled the information representing this transaction from the best available sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Purchaser and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or estimates for the current year. In the event of any change for the current year, all necessary adjustments must be made directly between the parties. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Title Company by Seller.

PURCHASER TO CLAIM HOMESTEAD EXEMPTION AT HIDALGO COUNTY APPRAISAL DISTRICT, 4405 S. PROFESSIONAL DRIVE, EDINBURG, TX 78540, BETWEEN JANUARY 1 AND MAY 1. PURCHASER UNDERSTANDS THAT IT IS HIS DUTY TO RENDER THIS PROPERTY TO THE APPROPRIATE TAXING BODIES, CLAIMING WHAT OTHER EXEMPTIONS TO WHICH HE MIGHT BE ENTITLED, AND TO VERIFY THE ASSESSMENT.

SELLER AGREES TO INDEMNIFY BUYER FOR ANY UNPAID PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY.

THE BUYER FURTHER UNDERSTANDS THAT THE OWNERS TITLE POLICY IS SUBJECT TO SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

Hidalgo County Drainage No. 1

BY:_____
Hidalgo County Drainage No. 1 by Ramon Garcia, Chairman of the Board

County of Hidalgo

BY:_____
Valde Guerra, Executive Officer

CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT - TAX SERVICE

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: Not known, Pharr, TX 78577
Date: May 19, 2017

This is to give you notice that **Sierra Title of Hidalgo County, Inc.** has a business relationship with **Tax Service of Hidalgo County** in that the majority stockholder in **Sierra Title of Hidalgo County, Inc.**, and the majority stockholder in **Tax Service of Hidalgo County** are the same individual. Because of this relationship, this referral may provide **Sierra Title of Hidalgo County, Inc.** a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider of settlement services	Charge or range of charges
Tax Information and Tax Certificates	$54.13

ACKNOWLEDGMENT

I/we have read the disclosure form and understand that **Sierra Title of Hidalgo County, Inc.** is referring me/us to purchase the above described settlement services(s) and may receive a financial or other benefit as a result of this referral.

Hidalgo County Drainage No. 1

BY:_____
Hidalgo County Drainage No. 1 by Ramon Garcia, Chairman of the Board

County of Hidalgo

BY:_____
Valde Guerra, Executive Officer

DISPUTE RESOLUTION BY BINDING ARBITRATION

At any party's request, any and all disputes arising under or relating to this real estate closing and the closing or settlement services rendered by **Sierra Title of Hidalgo County, Inc.** will be submitted to an arbitrator or arbitrating body for binding arbitration and prompt resolution. Both the Title Company and Customer agree to be bound by this provision and the results of said arbitration. Customer understands and agrees that she/he has the right to consult independent counsel regarding this provision and if accepted, the provision will eliminate all Parties' right to a jury trial in any and all disputes that may arise against each other.

Hidalgo County Drainage No. 1

BY:_____
Hidalgo County Drainage No. 1 by Ramon Garcia, Chairman of the Board

County of Hidalgo

BY:_____
Valde Guerra, Executive Officer

SIERRA TITLE OF HIDALGO COUNTY, INC.

_____

TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: **0003162576**

SELLER (whether one or more): **County of Hidalgo**

BUYER (whether one or more): **Hidalgo County Drainage No. 1**

LENDER:

PROPERTY: Not known, Pharr, TX 78577

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by Sierra Title of Hidalgo County, Inc. (hereinafter called "TITLE COMPANY"). Each disclosure is being made to BUYER and SELLER on behalf of both TITLE COMPANY and its title insurance underwriter.

Buyer's Initials

_____

_____

1. **WAIVER OF INSPECTION.** In consideration of the issuance by TITLE COMPANY to BUYER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.

   BUYER agrees to accept an Owner Title Policy containing the Schedule B exception for "RIGHTS OF PARTIES IN POSSESSION". "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right, adverse to the insured owner of the Property as shown on Schedule A of the Owner Title Policy. Within the meaning of this exception, "possession" includes open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located.

   However, if the BUYER does not initial this paragraph, the BUYER is indicating the BUYER'S refusal to accept an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". The TITLE COMPANY may then require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matter as revealed by such inspection.

Buyer's Initials

_____

_____

2. **RECEIPT OF COMMITMENT.** BUYER hereby acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and any copies of the documents described therein requested by BUYER. BUYER understands that the Owner Title Policy will contain the exceptions set forth in Schedule B of the Commitment for Title Insurance, together with any additional exceptions to title resulting from the final down date search of the public records and from the documents involved in this transaction and any additional exceptions for items shown in Schedule C of the Commitment for Title Insurance which have not been resolved.

Buyer's Initials

_____

_____

3. **UNSURVEYED PROPERTY.** BUYER understands that no up-to-date survey of the Property has been done in connection with this transaction and that the Owner Title Policy to be issued to BUYER will not provide title insurance coverage against encroachments and/or protrusions of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.

Buyer's Initials

4. **BOUNDARY COVERAGE.** As proposed to be issued, BUYER'S Owner Title Policy will contain a general exception to any discrepancies or conflicts in area or boundary lines, and any encroachments, protrusions, or overlapping of improvements. On payment of an additional 15% of the Owner Title Policy premium, policy coverage against these matters is available, subject to TITLE COMPANY'S approval of a current survey of the Property and without limiting specific exceptions to matters disclosed by the survey. BUYER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.

Seller's Initials | Buyer's Initials

5. **PROPERTY TAX PRORATIONS.** Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these prorations are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY, on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest.

BUYER and SELLER each agree that, when the amount of the current year's taxes become known and payable they will adjust any changes of the proration and reimbursement between themselves and the TITLE COMPANY shall have no liability or obligation with respect to these prorations.

Buyer's Initials

6. **TAX RENDITION AND EXEMPTIONS.** Although the Tax Appraisal District may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (i.e., homestead or over-65).

It is the BUYER'S responsibility to qualify for BUYER'S own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions.

Buyer's Initials

7. **HOMEOWNER'S ASSOCIATION.** BUYER acknowledges that ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association, to which monthly or annual dues or assessments may be owed. These dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments. TITLE COMPANY has made no representations with respect to, such Associations' annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER'S satisfaction.

Seller's Initials | Buyer's Initials

8. **CLOSING DISCLAIMER.** SELLER and BUYER each acknowledge and understand that the above referenced transaction has not yet "closed". Any change in the possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION IS NOT "CLOSED" UNTIL:

a. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;

b. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION AND BY TITLE COMPANY; AND,

c. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

Buyer's Initials

9. **ARBITRATION.** This paragraph does not apply to the Residential Owner Policy (T-1R). The parties may later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Title Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision. IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 9.

Seller's Initials	
_____	
_____	

10. IRS REPORTING. SELLER acknowledges having received at closing a copy of the HUD-1 Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the HUD-1 Statement will be furnished to the Internal Revenue Service.

Seller's Initials	Buyer's Initials
_____	_____
_____	_____

11. ERRORS AND OMISSIONS. In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms , conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

Buyer's Initials
_____
_____

12. ATTORNEY REPRESENTATION AND NOTICE. BUYER may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the title and use of the Property. The Title Insurance Policy will be a legal contract between BUYER and the underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy is an abstract of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the property.

SELLER SIGNATURE

County of Hidalgo

BY:_____
Valde Guerra, Executive Officer

Subscribed and sworn to before me this _____day of _____, _____.

By:_____

_____
Notary Public

BUYER SIGNATURE

Hidalgo County Drainage No. 1

BY:_____
Hidalgo County Drainage No. 1 by Ramon Garcia,
Chairman of the Board

Subscribed and sworn to before me this _____day of _____, _____.

By:_____

_____
Notary Public

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: **Chicago Title Insurance Company** ("Title Insurer")

Sierra Title of Hidalgo County, Inc. ("The Company")

RE: County of Hidalgo to Hidalgo County Drainage No. 1

GF (File) No.: **0003162576**

Land: **Parcel 5:**

Being a 30,347 square foot or 0.6967 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 229, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 15.75 acre tract of land conveyed to County of Hidalgo, described in Document Number 1952118, of the Official Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No. 1 Right of Way Easement as described in Volume 1028, Page 530, of the Deed Records, Hidalgo County, Texas, said 30,347 square foot or 0.6967 of an acre tract of land being more particularly described by metes and bounds as follows;

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

1. **Waiver of Inspection**

You may refuse to accept an exception to the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. **Receipt of Commitment**

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. **Survey**

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. **Arbitration**

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. **Notice**

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title.

They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Date: May 19, 2017

Signature:

Hidalgo County Drainage No. 1

BY:_____
Hidalgo County Drainage No. 1 by Ramon Garcia,
Chairman of the Board

AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS AND POSSESSION

(USE SEPARATE FORM FOR EACH PARTY)
TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING

File No.: 0003162576
SUBJECT PROPERTY: Lot(s): 229
Kelly-Pharr Subdivision

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority on this day personally appeared County of Hidalgo.
Seller or Owner-Borrower* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount
_____	_____
_____	_____
_____	_____

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount
_____	_____
_____	_____
_____	_____

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows: (If NONE, write "NONE" on blank line)

_____

4. No parties are in possession other than affiant, except as follows: (If NONE, write "NONE" on blank line)

_____

5. *To be filled in if a sale -*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: . Seller's address (office address, if seller is an entity; home address if seller is an individual) is:

100 East Cano Second Floor, Edinburg, TX 78542

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

County of Hidalgo

BY:_____
Valde Guerra, Executive Officer

Subscribed and sworn to before me this _____day of _____, _____.

By:_____

_____
Notary Public

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.
*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

Revised 01/02

SIERRA TITLE COMPANY

3401 North 10th Street • McAllen, Texas 78501 • TEL.: (956) 682-8321

EXECUTED LETTER PERTAINING TO:
COMMISIONERS' COURT SUBDIVISION REGULATIONS AND CITY'S ZONING ORDINANCES & SUBDIVISION REGULATIONS

DATE: _____

BUYER(S)/BORROWER(S): Hidalgo County Drainage District No. 1

GF NUMBER: 3162576
PROPERTY:

Parcel 5:

Being a 30,347 square foot or 0.6967 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 229, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 15.75 acre tract of land conveyed to County of Hidalgo, described in Document Number 1952118, of the Official Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No. 1 Right of Way Easement as described in Volume 1028, Page 530, of the Deed Records, Hidalgo County, Texas, said 30,347 square foot or 0.6967 of an acre tract of land being more particularly described by metes and bounds as follows;

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1,

BY: _____
RAMON GARCIA, CHAIRMAN OF THE BOARD

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ DAY OF _____ 2016, BY HIDALGO COUNTY DRAINAGE DISTRICT NO.

BY: _____
RAMON GARCIA, CHAIRMAN OF THE BOARD

_____
Notary Public, State of
Notary's name (printed):

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Parcel No. 5

Date: May 3, 2017

Grantor: County of Hidalgo

Grantor's Mailing Address:

100 East Cano Second Floor

Edinburg, Texas 78539

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address:

902 N. Doolittle Rd.
Edinburg, Texas 78542

Consideration:

The sum of One Thousand Two Hundred Eighty Nine and no/100 Dollars **($1,289.00)** to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property (including any improvements):

That certain real property located in Hidalgo County, Texas, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor, for the Consideration and subject to the Exceptions to conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

County of Hidalgo

Ramon Garcia

Ramon Garcia (County Judge)

APPROVED AS TO FORM
DATE 1/10/17

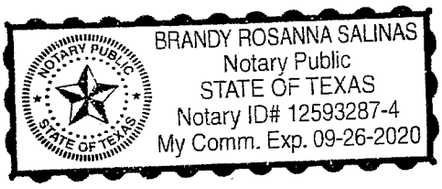
Corporate Acknowledgment

State of Texas

County of Hidalgo

This instrument was acknowledged before me on this 8th, day of May, 2017

By: Ramon Garcia, of the County of Hidalgo, a governmental entity, on behalf of said entity.



Notary Public's Signature

After recording please return this instrument to:

Mr. Jaime Cruz or Jaime Salinas
Hidalgo County Pct. 2
300 W. Hall Acres Rd., Ste. G
Pharr, Tx 78577

CERTIFICATE OF RECORDING

THE STATE OF TEXAS, §

COUNTY OF HIDALGO §

Parcel No. 5

County: Hidalgo, Precinct 2
WA#10: HCDD No. 1 Drain Right of Way Project

Exhibit: A
FIELD NOTES FOR PARCEL 5

Being a 30,347 square foot or 0.6967 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 229, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 15.75 acre tract of land conveyed to County of Hidalgo, described in Document Number 1952118, of the Official Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No.1 Right of Way easement as described in Volume 1028, Page 530, of the Deed Records, Hidalgo County, Texas, said 30,347 square foot or 0.6967 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of said Lot 229, Kelly-Pharr Subdivision;

Thence with the West line of said Lot 229, North 08°32'07" East a distance of 1,185.00 feet to a 5/8" iron pin (N=16,587,953.3371, E=1,085,246.6348) with plastic cap stamped "R.O.W.S. PROP. COR." set for a cut back corner in said Hidalgo County Drainage District No.1 Right of Way easement, for the Southwest corner and **Point of Beginning** of this herein described tract of land;

1. **Thence** continuing with the West line of said Lot 229, North 08°32'07" East a distance of 135.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Northwest corner of said Hidalgo County Drainage District No.1 Right of Way easement and this herein described tract of land;

2. **Thence** with the North line of said Lot 229, the North line of said Hidalgo County Drainage District No. 1 Right of Way Easement, South 81°27'53" East a distance of 521.95 feet to the Northwest corner of Los Marineros Phase I Subdivision, as recorded in Volume 34, Page 82, of the Map Records, Hidalgo County, Texas, for the Northeast corner of this herein described tract of land;

3. **Thence** with the West line of said Los Marineros Phase I Subdivision and the East line of said called 15.75 acre tract of land, South 08°32'07" West a distance of 50.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southeast corner of this herein described tract of land;

4. **Thence** across and through said called 15.75 acre tract of land, with the South line of said Hidalgo County Drainage District No.1 Right of Way easement, North 81° 27' 53" West a distance of 421.96 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for a cut back corner;

5. **Thence** continuing across and thorough said called 15.75 acre tract of land, South 58°10'07" West a distance of 131.24 feet to the **Point of Beginning** and being 30,347 square foot or 0.6967 of an acre tract of land.

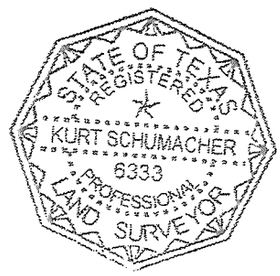
Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

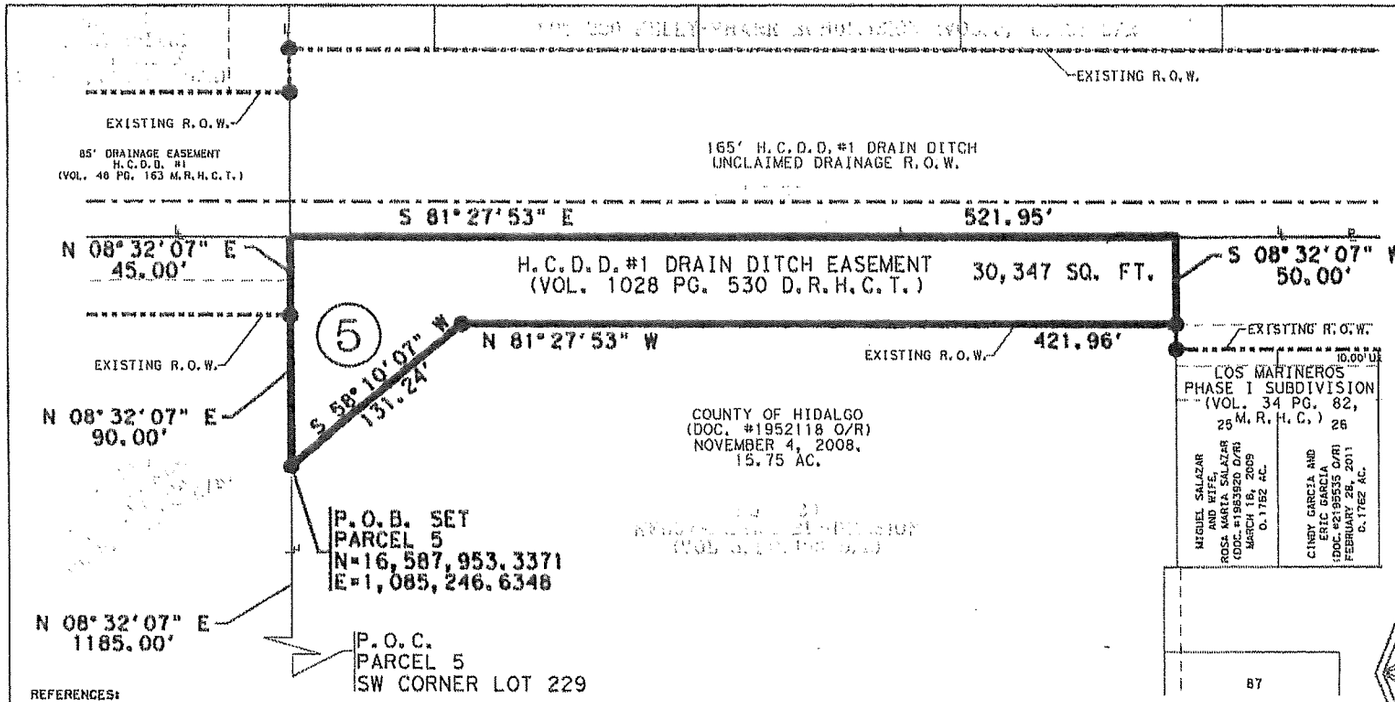
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

6-1-2016

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO.1 BY MAYE E. PELT, DATED JANUARY 18, 1962, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1028, PAGE 530, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. WATER LINE GRANTED TO MILITARY HIGHWAY WATER SUPPLY CORPORATION, DATED MARCH 26, 1979, RECORDED IN VOLUME 1634, PAGE 986, DEED RECORDS HIDALGO COUNTY, TEXAS.
3. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGES 133-134, MAP RECORDS HIDALGO COUNTY, TEXAS.
4. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
5. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.
6. ALL RIGHTS, TITLES, AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO.2.

LEGEND:

LOT LINE	
PROPERTY LINE	
PARCEL NUMBER	⑤
RIGHT OF WAY	R.O.W.
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
HIDALGO COUNTY DEED RECORDS	H.C.D.R.
HIDALGO COUNTY MAP RECORDS	H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS	H.C.O.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	○

PLAT OF SURVEY
PARCEL 5
FOR HCDD No. 1 DRAIN RIGHT OF WAY PROJECT,
HIDALGO COUNTY

A 30,347 SQ. FT. (0.6967 AC.)
TRACT OF LAND SITUATED IN LOT 229
KELLY-PHARR SUBDIVISION

EXHIBIT A

PAGE 3 OF 3

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER:
HIDALGO COUNTY
OWNER: COUNTY OF HIDALGO
GF No.: 0003162576
EFFECTIVE DATE:
NOVEMBER 12, 2015

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR
6/10/2016

METES & BOUNDS DESCRIPTION
ACCOMPANIES THIS HEREIN
SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED JUNE 8, 2016

RIGHT OF WAY SKETCH

SHOWING PROPERTY OF

PARCEL 5
HCDD No. 1 DRAIN RIGHT OF WAY PROJECT

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3336
FAX.: (956) 424-3132
TBPLS REG. FIRM# 10193886

SFTLES

Comptroller of Public Accounts FORM AP-152 (Rev.12-98/6)

TEXAS APPLICATION FOR PAYEE IDENTIFICATION NUMBER

• Shaded areas for state agency use only *• See instructions on back*

For Comptroller's use only

1. Is this a new account? ☐ YES Mail Code 000 Complete Sections I - V ☐ NO Enter Mail Code Complete Sections I, II & V Agency number

SECTION I

2. **PAYEE IDENTIFICATION NUMBER (PIN)** - Indicate the type of number you are providing to be used for your PIN.

☑ 1 - Federal Employer's Identification (FEI) Number
☐ 2 - Social Security Number (SSN) Enter the number indicated 74-6000717
☐ 3 - Comptroller's assigned number

3. Are you currently reporting any Texas tax to the Comptroller's Office other than unemployment (e.g., sales tax, franchise tax) ?

☐ YES ☐ NO If "YES," enter Texas Taxpayer Number

SECTION II

PAYEE INFORMATION ***(Please print or type)***

4. Name of payee (individual or business to be paid)
County of Hidalgo and Sierra Title of Hidalgo County, Inc.

5. Mailing address where you want to receive payments
3401 N. 10th St.

6. *(Optional)*

7. *(Optional)*

8. *(Optional)*

9. City **McAllen** State **Tx** ZIP Code **78501** — Zone Code

10. SIC Code Security Type Code (0, 1, 2) Payee telephone number *(Area code and number)* / –

SECTION III

11. **OWNERSHIP CODES** - Check only one code by the appropriate ownership type that applies to you or your business.

☐ **I** - Individual Recipient (not owning a business)
☐ **E** - State Employee If checked, enter employing agency number
☐ **S** - Sole Ownership (Individual owning a business) If checked, enter the owner's name and Social Security Number (SSN)
Owner's name
SSN 2
☐ **P** - Partnership If checked, enter two partner's names and Social Security Numbers (SSN). If a partner is a corporation, use the corporation's Federal Employer's Identification (FEI) Number.
SSN/FEI
Name
SSN/FEI
Name
Type of service provided
☐ **N** - Other If checked, explain

☐ **J** - Joint Venture
☐ **L** - Limited Partnership If checked, enter the Texas File Number
☐ **T** - Texas Corporation If checked, enter the Texas Charter Number
☐ **A** - Professional Association If checked, enter the Texas Charter Number
☐ **C** - Professional Corporation If checked, enter the Texas Charter Number
☐ **O** - Out-of-State Corporation
☑ **G** - Governmental Entity
☐ **U** - State agency / University
☐ **F** - Financial Institution
☐ **R** - Foreign (out of U.S.A.)

SECTION IV

12. Payment Assignment? ☐ YES ☐ NO *Note: A copy of the assignment agreement between payees must be attached.*

Assignee name
Assignee PIN Assignment date / /

SECTION V

13. Comments

14. sign here ▶ Authorized signature *(Applicant or authorized agent)* Ramon Garcia Date 5/11/2017

Agency name Prepared by Phone *(Area code and number)*

15.

Approved by Commissioners' Court on 1/10/2017 RAS

TEXAS APPLICATION FOR PAYEE IDENTIFICATION NUMBER

CAROLE KEETON RYLANDER • COMPTROLLER OF PUBLIC ACCOUNTS
Claims Division
Austin, Texas 78774-0100

WHO MUST SUBMIT THIS APPLICATION -

This application must be submitted by every person (sole owner, individual recipient, partnership, corporation or other organization) who intends to bill agencies of the state government for goods, services provided, refunds, public assistance, etc. The Payee Identification Number (PIN) will be required on all maintenance submitted by state agencies. The use of this number on all billings will reduce the time required to process billings to the State of Texas.

NOTE: To expedite processing of this application, please return the completed application to the state agency with which you are conducting business. It is not necessary for the payee to sign or complete this form. The state agency representative may complete the form for the payee.

FOR ASSISTANCE -

For assistance in completing this application, please call the State Comptroller's Office at 1-800-531-5441, extension 3-3660, toll free nationwide. The Austin number is 512-463-3660. *(From a Telecommunication Device for the Deaf (TDD) ONLY call 1-800-248-4099 toll free. The Austin number is 512-463-4621.)*

NOTICE TO STATE AGENCIES -

When this form is used to set up additional mail codes, Sections I, II and V must be completed. State agencies may refer to the Texas Payee Information System Guide for additional information.

GENERAL INSTRUCTIONS -

- Please write only in white areas. (Shaded areas are for state agency use only.)
- Do not use dashes when entering Social Security, Federal Employer's Identification (FEI) or Comptroller's assigned numbers.
- Disclosure of your Social Security Number is required. This disclosure requirement has been adopted under the Federal Privacy Act of 1974 (5 U.S.C.A. sec. 552a(note)(West 1977), the Tax Reform Act of 1976 (42 U.S.C.A. sec. 405(c)(2)(C) (West 1992), and TEX. GOV'T. CODE ANN. sec. 403.055 (Vernon Supp. 1992). Your Social Security Number will be used to help the Comptroller of Public Accounts administer the state's tax laws and for other purposes. See Op Tex. Att'y Gen. No. H-1255(1978).

SPECIFIC INSTRUCTIONS -

SECTION I - PAYEE IDENTIFICATION NUMBER
Enter a nine-digit Federal Employer's Identification (FEI) Number issued by the Internal Revenue Service if the business is a partnership or corporation, etc. Enter a nine-digit Social Security Number or the nine-digit Federal Employer's Identification (FEI) Number issued by the Internal Revenue Service if a sole owner. Enter the nine-digit Social Security Number if an individual recipient. The comptroller's assigned number is a number issued by the Texas Comptroller's Office for specialized usage. Please enter only ONE of these numbers and check the type of number entered. If known, enter the Texas Taxpayer Number in item 3.

SECTION II - PAYEE INFORMATION
Items 4 through 9 - Enter the complete name and mailing address where you want payments to be received. Names of individuals must be entered first name first. Each line cannot exceed 50 characters including spaces. If the name is more than 50 characters, continue the name in Item 5 and begin the address in item 6. Item 9 - Enter the city, state and ZIP code.

SECTION III - OWNERSHIP CODES
Item 11 - Check the box next to the appropriate ownership code and enter additional information as requested. Please check only one box in this section. The Secretary of State's Office may be contacted at 512-463-5555 for information regarding Texas charter or file numbers.

SECTION IV - PAYMENT ASSIGNMENT
Item 12 - Use when one payee is assigning payment to another payee. When setting up an assignment payment, fill out this section completely and include the assignment agreement between the assignee and the assignor.

SECTION V - COMMENTS AND IDENTIFICATION
Item 13 - Enter any additional information that may be helpful in processing this applicatiion. Items 14 and 15 are for identification purposes. Always complete the identification section, including comments and authorized signature.

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003162576

Seller Name(s): County of Hidalgo

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

_____
Street Address (include Unit no. or Apt. no.)

_____
P.O. Box

_____ _____
City State

_____
Zip Code

Phone Information

	Seller One	Seller Two
Home No.:		
Business No.:		
Mobile No.:		
Email Address:		
Date of Birth:		
Social Security No.:		
Drivers License No.:		

County of Hidalgo

_____
Valde Guerra, Executive Officer Date

BUYER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003162576

Borrower/Buyer Name(s): Hidalgo County Drainage No. 1

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

_____
Street Address (include Unit no. or Apt. no.)

_____
P.O. Box

_____ _____
City State

_____
Zip Code

Phone Information

	Buyer One	Buyer Two
Home No.:	_____	_____
Business No.:	_____	_____
Mobile No.:	_____	_____
Email Address:	_____	_____
Date of Birth:	_____	_____
Social Security No.:	_____	_____
Drivers License No.:	_____	_____

Hidalgo County Drainage No. 1

By:_____
Ramon Garcia, Chairman of the Board Date

CERTIFICATION FOR NO INFORMATION REPORTING ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I. Seller Information

1. Name: County of Hidalgo
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:

   Not known, Pharr, TX 78577

3. Taxpayer Identification No. (TIN): 74-6000717

Part II. Seller Assurances

Check "True or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

True	False		
☐	☐		1. I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
☐	☐		2. I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☐	☐		3. No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997.
☐	☐		4. At least one of the following three statements applies: The sale or exchange is of the entire residence for $250,000 or less. or I am married, the sale or exchange is of the entire residence for $500,000 or less, and the gain on the sale or exchange of the entire residence is $250,000 or less. I am married, the sale or exchange is of the entire residence for $500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
☐	☐		5. During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.
True	False	N/A	
☐	☐	☐	6. If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

County of Hidalgo

_____
Date

BY:_____
Valde Guerra, Executive Officer

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

INSTRUCTIONS FOR DISBURSEMENT OF SELLERS PROCEEDS

Call when check is ready:

☐ Seller(s) at home _____ work _____ cell _____

☐ Realtor at _____

☐ Other _____ at Phone No. _____

☐ Mail check to: _____

_____

_____

☐ Federal Express check to: _____

_____

_____

☐ Wire Transfer funds to:

Name of Receiving Bank: _____

ABA No.: _____

Credit to the account of: _____

Account No.: _____

☐ Deposit into Acct. No. _____ (Deposit Slip Attached)

☐ Make check payable to Seller's Attorney:

_____, Trustee

County of Hidalgo

BY:_____
Valde Guerra, Executive Officer

TAX PRORATION AGREEMENT

GF No. **3162576**

Date: _____, **2017**

SELLER: County of Hidalgo

BUYER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Parcel 5:

Being a 30,347 square foot or 0.6967 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 229, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 15.75 acre tract of land conveyed to County of Hidalgo, described in Document Number 1952118, of the Official Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No. 1 Right of Way Easement as described in Volume 1028, Page 530, of the Deed Records, Hidalgo County, Texas, said 30,347 square foot or 0.6967 of an acre tract of land being more particularly described by metes and bounds as follows;

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof

Execution of this agreement indicates our understanding of the handling of the property taxes by the Title Company in the above referenced transaction. Since the amount of property taxes due for the current year cannot be determined at this time, the purchasers will be given credit for their share of the current year's taxes, in consideration of which purchaser will accept liability for and pay the total tax for the year when taxes are due. This closing procedure is known as a proration. The amount upon which the proration is figured is **only an estimate** based upon (i) tax figures for the previous year, or, (ii) computation of tax liability for the property for the current year from current tax rates provided by the various taxing authorities.

**********NO TAX PRORATIONS**********

If the actual tax assessment exceeds the estimated amount prorated at closing, seller agrees to immediately reimburse the purchaser the additional sum owed for the period from January 1 up to the closing date. Should the actual tax assessments be less than the estimated amount prorated at closing, purchaser agrees to immediately reimburse the seller the excess amount prorated/credited at closing. **All parties understand that the Title Company will not be responsible for, nor will they be involved in any dispute concerning this tax proration settlement.** It is agreed that Seller and Purchaser will contact each other directly, and the refund will be paid immediately upon written notification (with supporting documentation) from the other party that same is due. It is agreed, as evidenced by this document, that SELLER shall be totally liable for the payment of any and all "rollback taxes" in the event said taxes are assessed at the time of any change in land usage

Purchaser specifically understands that, if the tax prorations for the current year are based upon a tax computation for the property as unimproved land and significant improvements have been added since the last tax assessment by the taxing authorities, the tax liability for the current year may be significantly higher than the tax computation figures upon which the tax proration is based. Purchaser further understands that the lender(s) in this transaction, if any, may choose to base payment into escrow reserves upon unimproved tax figures which could result in a significant escrow shortage on the loan when taxes are paid by the lender for the current year. Any demand by the lender(s) for reimbursement of the escrow shortage and/or readjustment of payments required into the escrow reserve could result in a significant increase of monthly payments due on the loan.

The purchasers have also been made aware that they must take a copy of their recorded deed when received to the Central Appraisal District in order to have the taxes changed into their names and file for any exemptions, which apply.

The undersigned further agree to indemnify and hold harmless Sierra Title Company and (name of underwriter) from any and all future loss, claims, or further cause of action, that may arise due to inadequacy, incompleteness, or inaccuracy of the tax computations for the tax figures used in the proration of taxes, or for action taken by **Sierra Title Company** and **SIERRA TITLE INSURANCE GUARANTY COMPANY**, based upon reliance on such inadequate, incomplete or inaccurate tax figures so used in the proration.

SELLER(S):

_____
County of Hidalgo, by Valde Guerra, Executive Officer

PURCHASER(S):

_____
Hidalgo County Drainage No. 1, by
Ramon Garcia, Chairman of the Board

_____

STATE OF TEXAS
COUNTY OF HIDALGO
SUBSCRIBED AND SWORN to before me on this _____ day of _____ _____, by County of Hidalgo, by Valde Guerra, Executive Officer , to certify which witness my hand and seal of office.

_____
Notary Public, in and for the State of Texas

_____
Notary's Printed Name
My Commission Expires: _____

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2017, by Hidalgo County Drainage No. 1, by Ramon Garcia, Chairman of the Board , to certify which witness my hand and seal of office.

_____
Notary Public, in and for the State of Texas

_____
Notary's Printed Name
My Commission Expires: _____

SELLER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003162576

Seller Name(s): County of Hidalgo

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

_____
Street Address (include Unit no. or Apt. no.)

_____
P.O. Box

_____ _____
City State

_____
Zip Code

Phone Information

	Seller One	Seller Two
Home No.:		
Business No.:		
Mobile No.:		
Email Address:		
Date of Birth:		
Social Security No.:		
Drivers License No.:		

County of Hidalgo

_____
Date

BUYER'S MAILING ADDRESS VERIFICATION FORM

THIS FORM MUST BE FILLED OUT COMPLETELY

GF No.: 0003162576

Borrower/Buyer Name(s): Hidalgo County Drainage No. 1

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

_____
Street Address (include Unit no. or Apt. no.)

_____
P.O. Box

_____ _____
City State

_____
Zip Code

Phone Information

	Buyer One	Buyer Two
Home No.:		
Business No.:		
Mobile No.:		
Email Address:		
Date of Birth:		
Social Security No.:		
Drivers License No.:		

Hidalgo County Drainage No. 1

By:_____
JAIME SALINAS Date

AI-60459 **Precinct #2** **18. B.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Approval of Interlocal Agreement between Hidalgo County Drainage District No. 1 and the County of Hidalgo, Texas, concerning road improvements for the Pct 2 Plena Vista Subdivision Road & Drainage Improvement Project.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project concerning road improvements for the Pct 2 Plena Vista Sudivision Road & Drainage Improvement Project.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-127-0-721

FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding pending approval of AI#60460 CC 6/27/17.

Attachments

ICA

Legal Approval Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/23/2017 02:26 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Erika Zamora		Started On: 06/23/2017 02:02 PM
Final Approval Date: 06/23/2017		

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

THIS AGREEMENT is made on this the ____ day of _____ 2017, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1,** hereinafter referred to as "District", and **HIDALGO COUNTY, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, District desires to install storm sewers in Plena Vista Subdivision Unit 2 which has continually been affected by rain events;

WHEREAS, District has or will execute a construction contract with Venser Contractors, LLC to install such storm sewers;

WHEREAS, District in the process of construction of such storm sewers in Plena Vista Subdivision Unit 2 will damage approximately forty-six percent (46%) of the roads or streets locatedin Plena Vista Subdivision Unit 2;

WHEREAS, District has or will contract with Venser Contractors, LLC to repair damage to the streets and roads in Plena Vista Subdivision Unit 2 caused by the installation of such storm sewers;

WHEREAS, County desires to rework and pave the remainder of the streets and roads in Plena Vista Subdivision Unit 2 not suffering damage as a result of such storm sewer installation;

WHEREAS, County desires to contribute the sum of One Hundred Eighty-Eight Thousand Six Hundred Sixty-Two Thousand and Eight one hundredths Dollars ($188,662.08) for the reworking and paving of the streets and roads in Plena Vista Subdivsion;

WHEREAS, District and County have agreed to cooperate in the improvements as described herein; and

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, District and County in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. District shall contract with Venser Contractors, LLC for installation of storm sewers in Plena Vista Subdivision Unit 2 and shall also contract with Venser Contractors, LLC for repair of streets and roads damaged by the installation of such storm

sewers as well as the reworking of the streets and roads in Plena Vista Subdivision Unit 2 not damaged by the installation of such storm sewers.

2. County agrees upon execution of this Agreement to pay District the sum of One Hundred Eighty-Eight Thousand Six Hundred Sixty-Two Thousand and Eight one hundredths Dollars ($188,662.08) being fifty-four percent (54%) of the contract sum of the Venser Contractors, LLC contract for the reworking and paving of the streets and roads in Plena Vista Subdivision Unit 2 not damaged by the installation of storm sewers. Any change order necessitated with respect to the construction contract with Venser Constructors, LLC relating to the rework and paving of streets and roads in Plena Vista Subdivision Unit 2 not resulting from to damage of such streets and roads by the installation of such District storm sewers shall be reimbursed by County to District.

3. District will coordinate work schedule of the above described contractor to provide for minimal disruption of services, and will use its best efforts to complete the project within one hundred fifty (150) days of the date of this Agreement.

4. Following completion of the work described herein the parties agree that the District will have no responsibility for the maintenance of the streets and roads in Plena Vista Subdivision Unit 2.

5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

6. **Conflict of Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District and County, and not otherwise.

9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED

UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District:	Hidalgo County Drainage District No. 1 Attention: Raul Sesin 902 N. Doolittle Road Edinburg, Texas 78539
If to County:	Hidalgo County, Texas Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, TX 78539
With copy to:	Eduardo “Eddie” Cantu, Commissioner Pct. No. 2 300 W. Hall Aces Suite G Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. **Assignment.** This Agreement shall not be assignable.

14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. **Authority to Execute.** The execution and performance of this Agreement by District and Hidalgo County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Ramon Garcia, Chairperson Board of Directors

ATTEST:

By: _____
Arturo Guajardo, Jr.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.011, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project wherein District has or will execute a construction contract with Venser Contractors, LLC to install and improve storm sewers and repair and/or rework streets in Plena Vista Subdivision Unit 2 which Subdivision has continually been affected by rain events and Hidalgo County, Texas will financially contribute through an Interlocal Cooperation Agreement to be entered with Hidalgo County Drainage District No. 1 and Hidalgo County.

By vote on_____ 2017, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Zimbra **erika.zamora@co.hidalgo.tx.us**

Fwd: Interlocal Agreement

From : Jaime Salazar <jaime.salazar@hcdd1.org> Fri, Jun 23, 2017 11:29 AM
Subject : Fwd: Interlocal Agreement 2 attachments
To : armando garzajr <armando.garzajr@co.hidalgo.tx.us>, eduardo cantu <eduardo.cantu@co.hidalgo.tx.us>
Cc : Raul Sesin <raul.sesin@hcdd1.org>, erika zamora <erika.zamora@co.hidalgo.tx.us>

Good morning Mr. Garza, please review the attached ILA as it relates to Plena Vista. The ILA has been reviewed by Mr. Sesin and it is ready to be placed on next weeks agenda.

Please let me know if you have any questions. Appreciate your help!

Thank you,
Jaime

Sent from my iPhone

Begin forwarded message:

From: "Steve Crain" <scrain@atlashall.com>
Date: June 23, 2017 at 9:12:26 AM CDT
To: "Jaime Salazar" <jaime.salazar@hcdd1.org>
Subject: Interlocal Agreement

Good morning Jaime:

As per Mr. Crain, please see the attached agreement. Should you have any questions, please call our office.

Thank you,

Marynel Trevino-Rodriguez, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Telephone Number (956) 632-8221
Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: www.atlashall.com

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This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transaction Act or any other statute governing electronic transactions.



image001.jpg
5 KB

Plena Vista Subdivision Interlocal Agreement.pdf
174 KB

AI-60440 **Precinct #2** **18. C.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of San Juan, regarding road improvements for the Pct 2 Hall Acres Road (I Rd to Stewart Rd) Project.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project for the Pct Hall Acres (I Rd to Stewart Rd) Project.

BACKGROUND

Legal will provide ICA on Monday.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-140-0-721/841

FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding for project pending approval of AI#'s 60448 & 60449 and City of San Juan will contribute $10,000.00 upon invoice from County.

Attachments

ICA

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/23/2017 01:32 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Erika Zamora		Started On: 06/23/2017 11:10 AM
Final Approval Date: 06/23/2017		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the _____ day of _____, 2017, by and between the **CITY OF SAN JUAN, TEXAS,** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, City and County desire to jointly undertake a road reclamation improvement project to a portion of Hall Acres Road from I Road to Stewart Road, (the "Road");

WHEREAS, 2039 linear feet of the Road is within the jurisdiction of the County and 4861 linear feet of the Road is within the jurisdiction of the City;

WHEREAS, the Road form a connecting link and integral part of the County and City road systems and the improvements to the Road are in the best interest of the County and the City;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to cooperate in making the necessary reclamation improvements to the Road as described herein.

2. County agrees to provide all labor, material and machinery necessary to the reclamation of the Road described herein.

3. County will, to the extent reasonably possible, follow the County's standard specifications in improvements unless otherwise agreed in writing by both parties.

4. Prior to commencement of the construction of the Road by the County, the City agrees to provide the sum of Ten Thousand and no one hundredths Dollars ($10,000.00) to the County within five (5) days of the approval of this Agreement to be applied to the cost of the reclamation of the Road.

5. Any and all other costs deemed necessary for the improvements to the Road shall be borne by the County.

6. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will complete the road improvements no later than 90 days from execution of the contract.

7. City, pursuant to Tex. Trans. Code § 251.012, authorized County to perform the work described herein.

8. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.

9. **No Waiver**. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

11. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to San Juan:	City of San Juan Attention: Mayor Mario Garza 709 S. Nebraska San Juan, Texas 78589
If to County:	County of Hidalgo Attention: County Judge Ramon Garcia 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With copy to:	Commissioner, Precinct 2 Eduardo "Eddie" Cantu 300 West Hall Acres, Suite G Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **Additional Documents**. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

15. **Assignment**. This Agreement shall not be assignable.

16. **Headings**. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute**. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or

corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

19. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF SAN JUAN

_____
Mario Garza, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

ATTEST:

_____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby City of San Juan and County desire to jointly undertake a road reclamation improvement project to a portion of Hall Acres Road from I Road to Stewart Road (the "Road"); through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of San Juan, Texas.

By vote on_____ 2017 the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain


Untitled Map
Write a description for your map.
Legend
0
Alamo
Donna
Feature 1
Feature 2
Hall Acres
Hidalgo
Line Measure
Mission
PSJA High School
San Juan
Valero
Hall Acres
Google Earth
© 2017 Google
© 2017 INEGI
4000 ft
N

Zimbra **erika.zamora@co.hidalgo.tx.us**

Hall Acres I and Stewart Rd. reclamation improvement

From : Steve Crain <scrain@atlashall.com> Fri, Jun 23, 2017 03:31 PM
Subject : Hall Acres I and Stewart Rd. reclamation improvement 2 attachments
To : Armando Garza Jr. <armando.garzajr@co.hidalgo.tx.us>
Cc : erika zamora <erika.zamora@co.hidalgo.tx.us>

Good afternoon:

As per Mr. Crain, for your review attached is the Interlocal Agreement requested in connection to the above matter. Should you have any questions, please call our office.

Thank you,

Marynel Trevino-Rodriguez, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Telephone Number (956) 632-8221
Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: www.atlashall.com

Atlas Hall Rodriguez

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Atlas Hall Rodriguez **image001.jpg**
5 KB

Hall Acres from I Road to Stewart Road.pdf

Half Acres from 1 Road to Stewart Road.pdf

234 KB

AI-60439 **Precinct #3** **19. A.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Consideration and approval of a Resolution in Recognition of the Texas Department of Agriculture Summer Food Service Program for ensuring that Hidalgo County children receive free, nutritious meals during the summer months.

BACKGROUND

Fiscal Impact

Attachments

Summer Meals Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/23/2017 11:19 AM
Linda Flores	Linda Flores	06/23/2017 04:03 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Julia Sullivan		Started On: 06/23/2017 11:05 AM
Final Approval Date: 06/23/2017		

RESOLUTION IN RECOGNITION OF THE TEXAS DEPARTMENT OF AGRICULTURE SUMMER FOOD SERVICE PROGRAM

WHEREAS, children need nutritious meals to learn, grow and thrive – even when school is out; and

WHEREAS, with the Texas Department of Agriculture Summer Food Service Program, children and teens ages 18 and younger can continue to eat healthy throughout the summer at no cost, just by showing up at a participating meal site; and

WHEREAS, one in four Texas children faces food insecurity and the Summer Food Service Program helps ensure that no child goes hungry during their summer break. No form of identification is required for children to participate – they will be provided meals just by showing up; and

WHEREAS, Hidalgo County, in collaboration with the Summer Food Service Program, is committed to combat child hunger with over 260 locations that offer free breakfast and lunch and meals at reduced prices for their parents; and

WHEREAS, there are several ways to connect needy families to the Summer Food Program. They can call 211, visit the website SummerFood.org, or text "FOODTX" to 877-877 for information on the three nearest locations; and

WHEREAS, by increasing awareness of summer meal programs through community outreach, expanding free meal sites, and investing in in summer programs to attract more children to meal sites, we can make a difference in making sure no child goes hungry this summer.

NOW, THEREFORE, BE IT PROCLAIMED that the Hidalgo County Commissioners Court hereby recognizes the valuable contributions made by all the partner organizations in providing summer meals and the Summer Food Program to ensure that no child goes hungry.

Approved this 27th day of June 2017.

RAMON GARCIA
County Judge

DAVID L. FUENTES
County Commissioner, Pct. 1

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-60338 **Precinct #3** **19. B.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Requesting authorization to rescind action taken on February 21, 2017 under agenda item #AI-58636 Memorandum of Understanding between Hidalgo County and United States Department of Agriculture Animal and Plant Health Inspection Service.

2. Acceptance and approval of a revised Memorandum of Understanding between Hidalgo County and United States Department of Agriculture Animal and Plant Health Inspection Service.

BACKGROUND

The purpose of the MOU is to document the responsibilities of the signees with regards to the installation and operation of a tower mounted antenna, equipment building and approximately 20' X 40' security enclosure protecting the generator fuel tank, equipment shelter and antenna tower at Havana Vat Tower Site.

Fiscal Impact

CALENDAR YEAR: N/A **ACCT. #:** N/A

FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

In accordance with Articles 5c. & 6c. USDA will pay all construction & maintenance costs. **The recipient (i.e. Hidalgo Co.) will incur no costs associated with this radio project.**

No fiscal impact to the county.

Attachments

Revised MOU

E-mail

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/19/2017 12:43 PM
Ivan Cantu	Ivan Cantu	06/20/2017 10:34 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Norma Ceballos Started On: 06/19/2017 11:52 AM

Final Approval Date: 06/23/2017

17-9748-4003-MU

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
Hidalgo County (Recipient)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
Veterinary Services

ARTICLE 1 - PURPOSE

The purpose of this MOU is to document the responsibilities of the signees with regards to the installation and operation of a tower mounted antenna, equipment building and approximately 20' X 40' security enclosure protecting the generator fuel tank, equipment shelter and antenna tower at Havana Vat Tower Site. These are critical components to the two-way radio system supporting the communication needs of the USDA Cattle Fever Tick Eradication Program (CFTEP).

ARTICLE 2 - BACKGROUND

The Cattle Fever Tick Eradication program was established in 1906. Since that time the responsibilities to support this program have been shared between the County, State and Federal governments. In 1938 the Permanent Quarantine Zone (PQZ) was established along the US-Mexican Border in South Texas. USDA Mounted Patrol Inspectors (MPI) have patrolled and maintained this zone since it was established. A critical component of the safety net for MPI's is a two-way radio system which allows instant communication throughout the PQZ. This system consists of a complex web of handheld radios, truck-based radios / repeaters, base stations and a series of tower mounted antennas.

ARTICLE 3 - AUTHORITIES

USDA APHIS Veterinary Services has authority granted under the Animal Health Protection Act, Public Law 107-171, dated May 13, 2002 to protect American Animal agriculture.

Under the Farm Security and Rural Investment Act of 2002, PL 107-171, Subtitle E, Animal Health Protection, Section 10401-10418, the Secretary of Agriculture, in order to protect the agriculture, environment, economy, and health and welfare of the people of the United States by preventing, detecting, controlling, and eradicating diseases and pests of animals, is authorized to cooperate with foreign countries, States, and other jurisdictions, or other persons, to prevent and eliminate burdens on interstate commerce and foreign commerce, and to regulate effectively interstate commerce and foreign commerce.

ARTICLE 4 - MUTUAL RESPONSIBILITIES

The Recipient and APHIS mutually agree to/understand that:

The Cattle Fever Tick Eradication Program recognizes the long term support that the Recipient has provided to the success of the program.

ARTICLE 5 - RECIPIENT RESPONSIBILITIES

The Recipient agrees to:

a. Designate Ramon Garcia as its authorized representative who shall be responsible for collaboratively administering the activities conducted *under this MOU.*

b. Recipient currently provides property on which a cattle dip vat has been constructed to serve the livestock owners in Hidalgo County. This same property will be made available to USDA to construct a self-supported radio antenna tower (if a tower does not already exist at the site). On that same Hidalgo County owned property, around or near the base of the radio tower, USDA will construct an 6' X 12' concrete pad, attach an 6' X 8' building to that pad, install a generator with propane fuel tank and surround the components with an approximately 20' X 40' security fence.

c. **USDA will pay all construction and maintenance costs. Recipient will incur no costs associated with this radio project.**

ARTICLE 6 - APHIS RESPONSIBILITIES

APHIS agrees to/that:

a. Designate the APHIS Radio Program Manager (Robert Strickland or designated representative) as its Authorized Departmental Officer's Designated Representative (ADODR) who shall be responsible for collaboratively administering the activities conducted under this MOU.

b. Recipient currently provides property on which a cattle dip vat has been constructed to serve the livestock owners in Hidalgo County. This same property will be made available to USDA to construct a self-supported radio antenna tower (if a tower does not already exist at the site). On that same Hidalgo County owned property, around or near the base of the radio tower, USDA will construct an 6' X 12' concrete pad, attach an 6' X 8' building to that pad, install a generator with propane fuel tank and surround the components with an approximately 20' X 40' security fence.

c. **USDA will pay all construction and maintenance costs. Recipient will incur no costs associated with this radio project.**

ARTICLE 7 - STATEMENT OF NO FINANCIAL OBLIGATION

Signature of this MOU does not constitute a financial obligation on the part of APHIS. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU. Transfers of funds or items of value are not authorized under this MOU.

ARTICLE 8 - LIMITATIONS OF COMMITMENT

This MOU and any continuation thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOU shall be expended in accordance with its terms and the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer, a cooperative agreement must be developed between the parties.

ARTICLE 9 - CONGRESSIONAL RESTRICTION

Under 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of the MOU or to any benefit to arise there from.

ARTICLE 10 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 11 – LIABILITIES

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), 2671-2680).

ARTICLE 12 - AMENDMENTS

This MOU may be amended at any time by mutual agreement of the parties in writing.

ARTICLE 13 - TERMINATION

This MOU may be terminated at any time by mutual agreement of the parties in writing, or by either party with sixty (60) days notice in writing to the other party. If APHIS vacates the

property, we will remove the equipment and fencing and return the real property to its original condition.

ARTICLE 14 - EFFECTIVE DATE AND DURATION

This MOU will become effective upon date of final signature by County Judge and will continue in effect for 5 years from such date unless earlier terminates as provided herein.

Article 15 – Governing Law

This MOU shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

Hidalgo County

Ramon Garcia, County Judge Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
Veterinary Services

Robert J. Strickland, APHIS Radio Program Manager Date

ROBERT STRICKLAND

Digitally signed by ROBERT STRICKLAND
DN: c=US, o=U.S. Government, ou=Department of Agriculture, cn=ROBERT STRICKLAND, 0.9.2342.19200300.100.1.1=12001000003758
Date: 2017.05.01 08:21:00 -06'00'

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES

THOMAS EASLEY

Digitally signed by THOMAS EASLEY
DN: c=US, o=U.S. Government, ou=Department of Agriculture, cn=THOMAS EASLEY, 0.9.2342.19200300.100.1.1=12001003192999
Date: 2017.06.12 11:44:49 -05'00'

Thomas Easley, Acting Authorized Department Officer, ADO Date

LAND SURVEYORS

LLC

METES AND BOUNDS DESCRIPTION
1.00 ACRE OF LAND
PORCION 45
HIDALGO COUNTY, TEXAS

A tract of land containing 1.00 acres, situated in Hidalgo County, Texas and also being a part or portion of **LOT 48, PARTITION OF PORCION 45,** map reference: Volume 0, Page 8, H.C.M.R., and said 1.00 acre of land also being more particularly described as follows:

COMMENCING in the right-of-way of Patricio Perez Road (Havana Road) and the northeast corner of said Lot 48; THENCE S 09° 06' 21" W (S09° 15' 00" W), along the East line of said Lot 48 a distance of 1522.24.00 feet (1521.80') to a 1/2" iron rod found on the intersection with Military Road; THENCE N 78° 59' 13" W (N78° 50'00"W) along the right-of-way of said Military Road, a distance of 923.75 feet (925.00') to a ½" iron rod found on the southwest corner of tract of land deeded to Juan Cerda, recorded in Volume 1696, Page 552, H.C.D.R., for the southeast corner of this tract and the **POINT OF BEGINNING;**

THENCE, N 78° 59' 13" W (N78°50'00"W), continuing along the right of way of said Military Road, a distance of 194.17 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract;

THENCE, N 09° 06' 21 " E, at a distance 30.01 feet pass a ½" iron rod with a plastic cap stamped "CVQ LS" on the North right-of-way line of said Military Road and continuing a total distance of 245.75'feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the South line of Mo. Pac. Rail Road right-of-way, for the Northwest corner of this tract;

THENCE, S 66° 17' 00" E, along the South line Rail Road right-of-way, a distance of 83.25 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on a point of curvature of said Rail Road right-of-way and this tract;

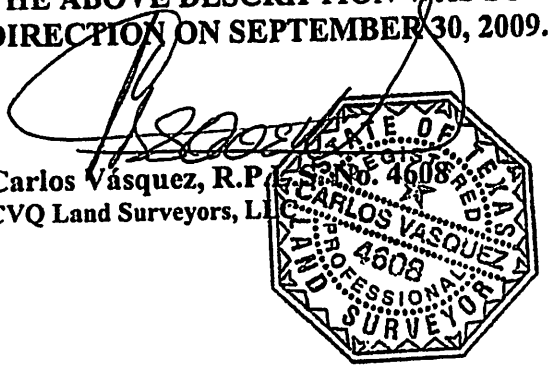
THENCE continuing along the South right-of-way line of said Rail Road and said curve to the left with a radius of 1829.64 feet an interior angle of 03° 40' 21", a Tangent of 58.66 feet, an arch length of 217.28 feet and a chord that bears S 68° 08' 03" E a distance of 117.26 feet to a 1/2" iron with a plastic cap stamped "CVQ LS" set on the northwest corner of said Cerda Tract, for the northeast corner of this tract;

P.O. Box 5066 • McALLEN, TEXAS 78502 • PHONE (956) 618-1551 • FAX (956) 618-1547

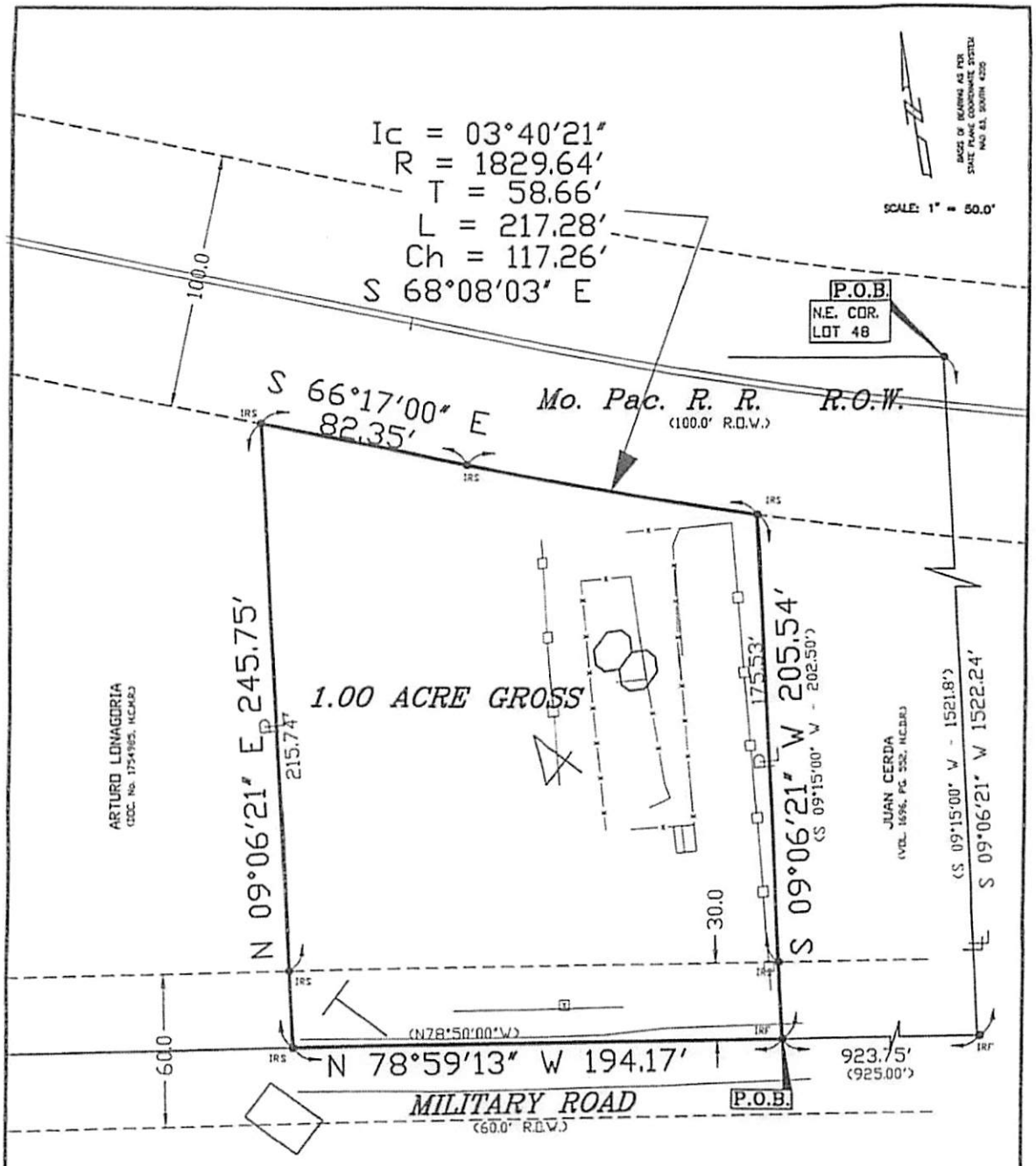
THENCE, S 09° 06' 21" W (S09°15'00"W), along the West line of said Cerda tract, at a distance of 175.53 feet pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, on the North right-of-way line of said Military Road, and continuing for a total distance of 205.54 feet (205.50') to the **POINT OF BEGINNING**, containing 1.00 acre of land, more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 30, 2009.



Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC



LEGEND

IRF = FOUND 1/2" IRON ROD
IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
= LOT LINE
= PROPERTY LINE
= WATER METER
—□— = POST FENCE
—X— = STEELE FENCE
R.O.W. = RIGHT OF WAY
H.C.D.R. = HIDALGO COUNTY DEED RECORDS
H.C.M.R. = HIDALGO COUNTY MAP RECORDS

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1351
FAX (956) 618-1347
www.cvqls.com

SURVEYED DATE:	09/30/09
JOB No.:	090908
DRAWN BY:	C.V.
CHECKED BY:	C.V.
REVISIONS:	

FLOOD DESIGNATION

The flood designation for this property appears to be "Zone A1-A30", which are "Areas of 100-year flood; base flood elevations and flood hazard factors determined". As per F.E.M.A.'s Flood Insurance Rate Map Panel No.: BFE = 134.00

480334 0375 B Map Revised: January 2, 1981

Flood Zone is determined by graphic plotting only. We do not assume responsibility for exact determination.

NOTES

1. Subject to the subdivision regulations of the County of Hidalgo and/or ordinances or governmental regulations of the city in which the property may be located or holding extraterritorial jurisdiction of said property.

2. This survey was performed without the benefit of a title ommitment, and may be subject to easements recorded or unrecorded.

3. If this survey does not bear an original seal and signature, it is INVALID as per Section 663.19 of the "The Professional Land Surveying Practices Act" enacted under Article 5282c, Vernon's Texas Civil Statutes.

LEGAL DESCRIPTION

This plat is a true and correct representation of a survey made on the ground of the property located at: MILITARY ROAD Hidalgo County, Texas, described as follows: 1.00 ACRES OUT OF LOT 48, PORCION 45, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume D, Page 8, Map Records, Hidalgo County, Texas.

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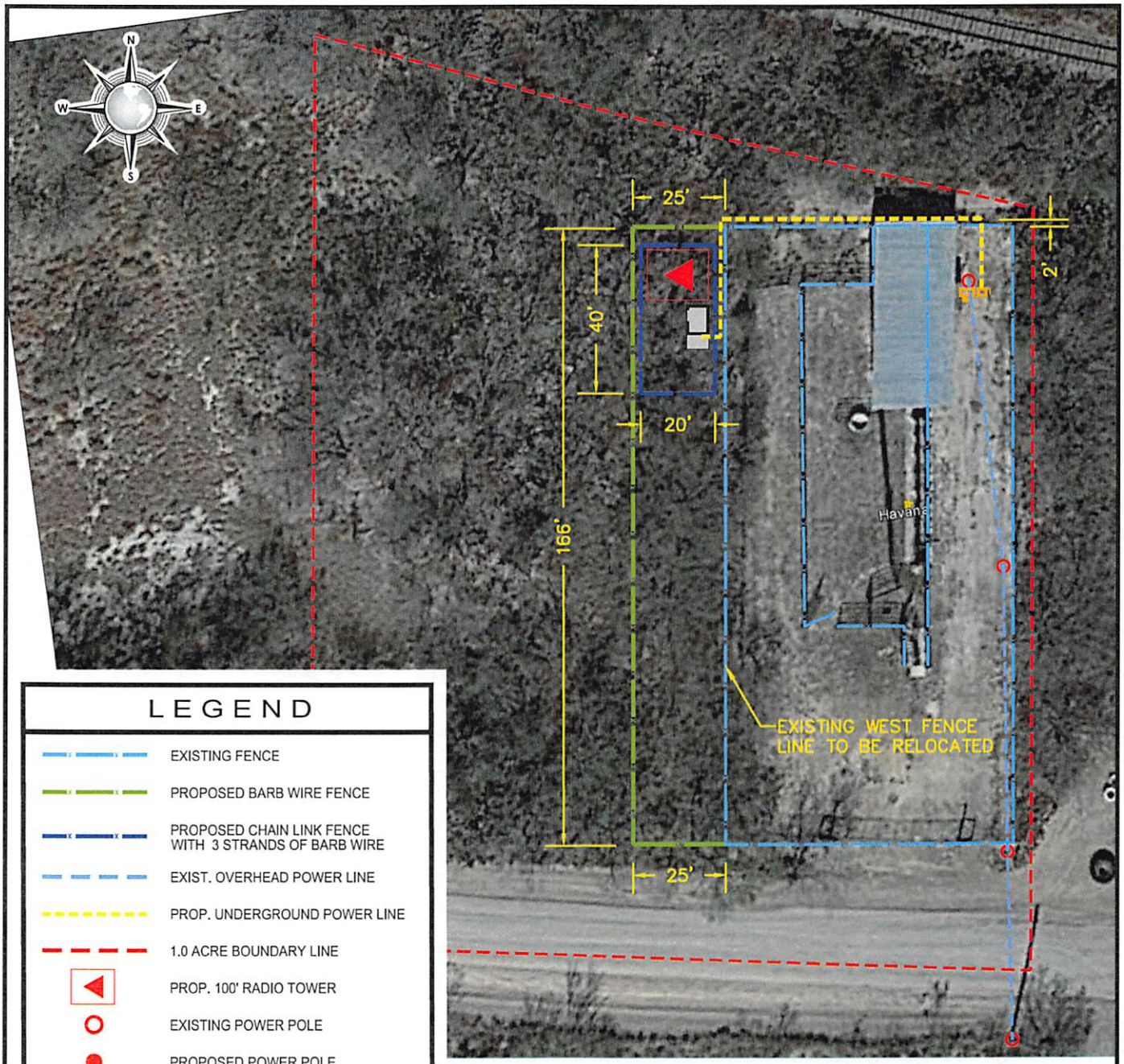
SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat is a true and correct representation of the survey made on September 30, 2009, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

REGISTERED PROFESSIONAL LAND SURVEYOR
CARLOS VASQUEZ
4608
TEXAS



LEGEND

- EXISTING FENCE
- PROPOSED BARB WIRE FENCE
- PROPOSED CHAIN LINK FENCE WITH 3 STRANDS OF BARB WIRE
- EXIST. OVERHEAD POWER LINE
- PROP. UNDERGROUND POWER LINE
- 1.0 ACRE BOUNDARY LINE
- PROP. 100' RADIO TOWER
- EXISTING POWER POLE
- PROPOSED POWER POLE
- PICTURE NUMBER AND POSITION
- EXISTING ELECTRICAL METER
- EXISTING ELEC. DISCONNECT/PANEL

40 0 40

SCALE: 1"=40'

Site Preparation for Tick Radio Shelter Installations

Site Name: Havana

ICE

INTERNATIONAL CONSULTING ENGINEERS

T.B.P.E. FIRM REGISTRATION #F - 10837

SHEET 1 OF 1

Zimbra

RE: Hidalgo radio tower MOU

From : Steve Crain <scrain@atlashall.com> Tue, Jun 13, 2017 01:10 PM

Subject : RE: Hidalgo radio tower MOU

To : 'Victor Gallardo' <victor.gallardo@co.hidalgo.tx.us>

The MOU is OK.

-----Original Message-----
From: Victor Gallardo [mailto:victor.gallardo@co.hidalgo.tx.us]
Sent: Tuesday, June 13, 2017 11:54 AM
To: Steve Crain <scrain@atlashall.com>
Cc: mntrevino@atlashall.com
Subject: Fwd: Hidalgo radio tower MOU

Good morning, MOU for your review.

Thank You,

Victor Gallardo ROW Agent

Hidalgo County Precinct 3
724 North Breyfogle
Mission, Tx 78574

Office 956-585-4509 Ext. 3018
Cellular 956-867-5514
Email: victor.gallardo@co.hidalgo.tx.us

----- Forwarded Message -----
From: "Hallie S Hasel - APHIS" <Hallie.S.Hasel@aphis.usda.gov>
To: "Victor Gallardo" <victor.gallardo@co.hidalgo.tx.us>
Cc: "Noe Guerra - APHIS" <Noe.M.Guerra@aphis.usda.gov>, "Martha F Guerra - APHIS" <Martha.F.Guerra@aphis.usda.gov>
Sent: Monday, June 12, 2017 12:09:18 PM
Subject: Hidalgo radio tower MOU

Please find attached the corrected MOU for signature. Please let me know if any further revisions are required. Thank you for your time and patience completing this process; sincerely appreciated.

Hallie

Hallie Hasel, DVM

Assistant Director, Cattle Fever Tick Eradication Program, District 4, Texas

Surveillance, Preparedness & Response Services

USDA APHIS VS

120 San Francisco Ave

Laredo, TX 78040

956.726.2228 Office

620.376.8061 Cell

hallie.s.hasel@aphis.usda.gov

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AI-60362 **Budget and Management** **20. A.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of medical coverage for the temporary employees listed below as per the Affordable Care Act (ACA) IRS Code Section 4980H - Shared responsibility for employers regarding health insurance.

1. E#214809 effective 7/1/17
2. E#199290 effective 7/1/17

BACKGROUND

The County contracted Eligibility Tracking Calculators (ETC) to track employees medical coverage eligibility and generate employees' 1095-C forms and employer's 1094-C forms. Based on latest analysis made by ETC from data provided by the County, these employees have met the ACA requirements eligibility. Section 4980H(c)(4) states that a full-time employee with respect to any month is an employee who is employed on average at least 30 hours of service per week.

Fiscal Impact

Attachments

SECTION 4980H

IRS Q&A - ACA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/20/2017 03:15 PM
Ivan Cantu	Ivan Cantu	06/21/2017 10:30 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Angelica M. Tapia Started On: 06/20/2017 02:34 PM

Final Approval Date: 06/23/2017

effect on or after the date of the enactment of this Act [June 7, 2001].

''(2) TRANSITION.—Until such time as the Secretary of the Treasury issues regulations under sections 4980F(e)(2) and (3) of the Internal Revenue Code of 1986, and section 204(h) of the Employee Retirement Income Security Act of 1974 [29 U.S.C. 1054(h)], as added by the amendments made by this section, a plan shall be treated as meeting the requirements of such sections if it makes a good faith effort to comply with such requirements.

''(3) SPECIAL NOTICE RULE.—

''(A) IN GENERAL.—The period for providing any notice required by the amendments made by this section shall not end before the date which is 3 months after the date of the enactment of this Act.

''(B) REASONABLE NOTICE.—The amendments made by this section shall not apply to any plan amendment taking effect on or after the date of the enactment of this Act if, before April 25, 2001, notice was provided to participants and beneficiaries adversely affected by the plan amendment (and their representatives) which was reasonably expected to notify them of the nature and effective date of the plan amendment.''

§ 4980G. Failure of employer to make comparable health savings account contributions

(a) General rule

In the case of an employer who makes a contribution to the health savings account of any employee during a calendar year, there is hereby imposed a tax on the failure of such employer to meet the requirements of subsection (b) for such calendar year.

(b) Rules and requirements

Rules and requirements similar to the rules and requirements of section 4980E shall apply for purposes of this section.

(c) Regulations

The Secretary shall issue regulations to carry out the purposes of this section, including regulations providing special rules for employers who make contributions to Archer MSAs and health savings accounts during the calendar year.

(d) Exception

For purposes of applying section 4980E to a contribution to a health savings account of an employee who is not a highly compensated employee (as defined in section 414(q)), highly compensated employees shall not be treated as comparable participating employees.

(Added Pub. L. 108–173, title XII, § 1201(d)(4)(A), Dec. 8, 2003, 117 Stat. 2478; amended Pub. L. 109–432, div. A, title III, § 306(a), Dec. 20, 2006, 120 Stat. 2951.)

AMENDMENTS

2006—Subsec. (d). Pub. L. 109–432 added subsec. (d).

EFFECTIVE DATE OF 2006 AMENDMENT

Pub. L. 109–432, div. A, title III, § 306(b), Dec. 20, 2006, 120 Stat. 2951, provided that: ''The amendment made by this section [amending this section] shall apply to taxable years beginning after December 31, 2006.''

EFFECTIVE DATE

Section applicable to taxable years beginning after Dec. 31, 2003, see section 1201(k) of Pub. L. 108–173, set out as an Effective Date of 2003 Amendment note under section 62 of this title.

§ 4980H. Shared responsibility for employers regarding health coverage

(a) Large employers not offering health coverage

If—

(1) any applicable large employer fails to offer to its full-time employees (and their dependents) the opportunity to enroll in minimum essential coverage under an eligible employer-sponsored plan (as defined in section 5000A(f)(2)) for any month, and

(2) at least one full-time employee of the applicable large employer has been certified to the employer under section 1411 of the Patient Protection and Affordable Care Act as having enrolled for such month in a qualified health plan with respect to which an applicable premium tax credit or cost-sharing reduction is allowed or paid with respect to the employee,

then there is hereby imposed on the employer an assessable payment equal to the product of the applicable payment amount and the number of individuals employed by the employer as full-time employees during such month.

(b) Large employers offering coverage with employees who qualify for premium tax credits or cost-sharing reductions

(1) In general

If—

(A) an applicable large employer offers to its full-time employees (and their dependents) the opportunity to enroll in minimum essential coverage under an eligible employer-sponsored plan (as defined in section 5000A(f)(2)) for any month, and

(B) 1 or more full-time employees of the applicable large employer has been certified to the employer under section 1411 of the Patient Protection and Affordable Care Act as having enrolled for such month in a qualified health plan with respect to which an applicable premium tax credit or cost-sharing reduction is allowed or paid with respect to the employee,

then there is hereby imposed on the employer an assessable payment equal to the product of the number of full-time employees of the applicable large employer described in subparagraph (B) for such month and an amount equal to 1/12 of $3,000.

(2) Overall limitation

The aggregate amount of tax determined under paragraph (1) with respect to all employees of an applicable large employer for any month shall not exceed the product of the applicable payment amount and the number of individuals employed by the employer as full-time employees during such month.

(c) Definitions and special rules

For purposes of this section—

(1) Applicable payment amount

The term ''applicable payment amount'' means, with respect to any month, 1/12 of $2,000.

(2) Applicable large employer

(A) In general

The term ''applicable large employer'' means, with respect to a calendar year, an

employer who employed an average of at least 50 full-time employees on business days during the preceding calendar year.

(B) Exemption for certain employers

(i) In general

An employer shall not be considered to employ more than 50 full-time employees if—

(I) the employer's workforce exceeds 50 full-time employees for 120 days or fewer during the calendar year, and

(II) the employees in excess of 50 employed during such 120-day period were seasonal workers.

(ii) Definition of seasonal workers

The term ''seasonal worker'' means a worker who performs labor or services on a seasonal basis as defined by the Secretary of Labor, including workers covered by section 500.20(s)(1) of title 29, Code of Federal Regulations and retail workers employed exclusively during holiday seasons.

(C) Rules for determining employer size

For purposes of this paragraph—

(i) Application of aggregation rule for employers

All persons treated as a single employer under subsection (b), (c), (m), or (*o*) of section 414 of the Internal Revenue Code of 1986 shall be treated as 1 employer.

(ii) Employers not in existence in preceding year

In the case of an employer which was not in existence throughout the preceding calendar year, the determination of whether such employer is an applicable large employer shall be based on the average number of employees that it is reasonably expected such employer will employ on business days in the current calendar year.

(iii) Predecessors

Any reference in this subsection to an employer shall include a reference to any predecessor of such employer.

(D) Application of employer size to assessable penalties

(i) In general

The number of individuals employed by an applicable large employer as full-time employees during any month shall be reduced by 30 solely for purposes of calculating—

(I) the assessable payment under subsection (a), or

(II) the overall limitation under subsection (b)(2).

(ii) Aggregation

In the case of persons treated as 1 employer under subparagraph (C)(i), only 1 reduction under subclause (I) or (II)[1] shall be allowed with respect to such persons and such reduction shall be allocated among such persons ratably on the basis of the number of full-time employees employed by each such person.

(E) Full-time equivalents treated as full-time employees

Solely for purposes of determining whether an employer is an applicable large employer under this paragraph, an employer shall, in addition to the number of full-time employees for any month otherwise determined, include for such month a number of full-time employees determined by dividing the aggregate number of hours of service of employees who are not full-time employees for the month by 120.

(3) Applicable premium tax credit and cost-sharing reduction

The term ''applicable premium tax credit and cost-sharing reduction'' means—

(A) any premium tax credit allowed under section 36B,

(B) any cost-sharing reduction under section 1402 of the Patient Protection and Affordable Care Act, and

(C) any advance payment of such credit or reduction under section 1412 of such Act.

(4) Full-time employee

(A) In general

The term ''full-time employee'' means, with respect to any month, an employee who is employed on average at least 30 hours of service per week.

(B) Hours of service

The Secretary, in consultation with the Secretary of Labor, shall prescribe such regulations, rules, and guidance as may be necessary to determine the hours of service of an employee, including rules for the application of this paragraph to employees who are not compensated on an hourly basis.

(5) Inflation adjustment

(A) In general

In the case of any calendar year after 2014, each of the dollar amounts in subsection (b) and paragraph (1) shall be increased by an amount equal to the product of—

(i) such dollar amount, and

(ii) the premium adjustment percentage (as defined in section 1302(c)(4) of the Patient Protection and Affordable Care Act) for the calendar year.

(B) Rounding

If the amount of any increase under subparagraph (A) is not a multiple of $10, such increase shall be rounded to the next lowest multiple of $10.

(6) Other definitions

Any term used in this section which is also used in the Patient Protection and Affordable Care Act shall have the same meaning as when used in such Act.

(7) Tax nondeductible

For denial of deduction for the tax imposed by this section, see section 275(a)(6).

[1] So in original. Probably means subclause (I) or (II) of clause (i).

(d) Administration and procedure

(1) In general

Any assessable payment provided by this section shall be paid upon notice and demand by the Secretary, and shall be assessed and collected in the same manner as an assessable penalty under subchapter B of chapter 68.

(2) Time for payment

The Secretary may provide for the payment of any assessable payment provided by this section on an annual, monthly, or other periodic basis as the Secretary may prescribe.

(3) Coordination with credits, etc.

The Secretary shall prescribe rules, regulations, or guidance for the repayment of any assessable payment (including interest) if such payment is based on the allowance or payment of an applicable premium tax credit or cost-sharing reduction with respect to an employee, such allowance or payment is subsequently disallowed, and the assessable payment would not have been required to be made but for such allowance or payment.

(Added and amended Pub. L. 111–148, title I, §1513(a), title X, §§10106(e)–(f)(2), 10108(i)(1)(A), Mar. 23, 2010, 124 Stat. 253, 910, 914; Pub. L. 111–152, title I, §1003, Mar. 30, 2010, 124 Stat. 1033; Pub. L. 112–10, div. B, title VIII, §1858(b)(4), Apr. 15, 2011, 125 Stat. 169.)

REFERENCES IN TEXT

The Patient Protection and Affordable Care Act, referred to in subsecs. (a)(2), (b)(1)(B), and (c)(3)(B), (C), (5)(A)(ii), (6), is Pub. L. 111–148, Mar. 23, 2010, 124 Stat. 119. Sections 1302(c)(4), 1402, 1411, and 1412 of the Act are classified to sections 18022(c)(4), 18071, 18081, and 18082, respectively, of Title 42, The Public Health and Welfare. Section 10108 of the Act enacted former section 139D of this title and section 18101 of Title 42, amended sections 36B, 162, 4980H, 6056, and 6724 of this title and section 218b of Title 29, Labor, and enacted provisions set out as notes under sections 36B, 162, 4980H, and 6056 of this title and former section 139D of this title. For complete classification of this Act to the Code, see Short Title note set out under section 18001 of Title 42 and Tables.

AMENDMENTS

2011—Subsec. (b)(3). Pub. L. 112–10 struck out par. (3). Text read as follows: ''No assessable payment shall be imposed under paragraph (1) for any month with respect to any employee to whom the employer provides a free choice voucher under section 10108 of the Patient Protection and Affordable Care Act for such month.''

2010—Subsec. (b). Pub. L. 111–152, §1003(d), redesignated subsec. (c) as (b) and struck out former subsec. (b) which related to large employers with enrollment waiting periods exceeding 60 days.

Pub. L. 111–148, §10106(e), amended subsec. (b) generally. Prior to amendment, subsec. (b) related to large employers with enrollment waiting periods exceeding 30 days.

Subsec. (c). Pub. L. 111–152, §1003(d), redesignated subsec. (d) as (c). Former subsec. (c) redesignated (b).

Subsec. (c)(1). Pub. L. 111–152, §1003(b)(1), substituted ''an amount equal to 1/12 of $3,000'' for ''400 percent of the applicable payment amount'' in concluding provisions.

Subsec. (c)(3). Pub. L. 111–148, §10108(i)(1)(A), added par. (3).

Subsec. (d). Pub. L. 111–152, §1003(d), redesignated subsec. (e) as (d). Former subsec. (d) redesignated (c).

Subsec. (d)(1). Pub. L. 111–152, §1003(b)(2), substituted ''$2,000'' for ''$750''.

Subsec. (d)(2)(D). Pub. L. 111–152, §1003(a), amended subpar. (D) generally. Prior to amendment, text read as follows: ''In the case of any employer the substantial annual gross receipts of which are attributable to the construction industry—

''(i) subparagraph (A) shall be applied by substituting 'who employed an average of at least 5 full-time employees on business days during the preceding calendar year and whose annual payroll expenses exceed $250,000 for such preceding calendar year' for 'who employed an average of at least 50 full-time employees on business days during the preceding calendar year', and

''(ii) subparagraph (B) shall be applied by substituting '5' for '50'.''

Pub. L. 111–148, §10106(f)(2), added subpar. (D).

Subsec. (d)(2)(E). Pub. L. 111–152, §1003(c), added subpar. (E).

Subsec. (d)(4)(A). Pub. L. 111–148, §10106(f)(1), inserted '', with respect to any month,'' after ''means''.

Subsec. (d)(5)(A). Pub. L. 111–152, §1003(b)(3), substituted ''subsection (b) and paragraph (1)'' for ''subsection (b)(2) and (d)(1)'' in introductory provisions.

Subsec. (e). Pub. L. 111–152, §1003(d), redesignated subsec. (e) as (d).

EFFECTIVE DATE OF 2011 AMENDMENT

Amendment by Pub. L. 112–10 effective as if included in the provisions of, and the amendments made by, the provisions of Pub. L. 111–148 to which it relates, see section 1858(d) of Pub. L. 112–10, set out as a note under section 36B of this title.

EFFECTIVE DATE OF 2010 AMENDMENT

Pub. L. 111–148, title X, §10106(f)(3), Mar. 23, 2010, 124 Stat. 911, provided that: ''The amendment made by paragraph (2) [amending this section] shall apply to months beginning after December 31, 2013.''

Pub. L. 111–148, title X, §10108(i)(1)(B), Mar. 23, 2010, 124 Stat. 914, provided that: ''The amendment made by this paragraph [amending this section] shall apply to months beginning after December 31, 2013.''

EFFECTIVE DATE

Pub. L. 111–148, title I, §1513(d), Mar. 23, 2010, 124 Stat. 256, provided that: ''The amendments made by this section [enacting this section] shall apply to months beginning after December 31, 2013.''

§ 4980I. Excise tax on high cost employer-sponsored health coverage

(a) Imposition of tax

If—

(1) an employee is covered under any applicable employer-sponsored coverage of an employer at any time during a taxable period, and

(2) there is any excess benefit with respect to the coverage,

there is hereby imposed a tax equal to 40 percent of the excess benefit.

(b) Excess benefit

For purposes of this section—

(1) In general

The term ''excess benefit'' means, with respect to any applicable employer-sponsored coverage made available by an employer to an employee during any taxable period, the sum of the excess amounts determined under paragraph (2) for months during the taxable period.

(2) Monthly excess amount

The excess amount determined under this paragraph for any month is the excess (if any) of—

Questions and Answers on Employer Shared Responsibility Provisions Under the Affordable Care Act



On Feb. 10, 2014, the IRS and Treasury issued final regulations on the Employer Shared Responsibility provisions under section 4980H of the Internal Revenue Code. More information is available on the employer shared responsibility page. The following questions and answers provide helpful information about the guidance:

- **Basics of the Employer Shared Responsibility Provisions**: Questions 1-3
- **Which Employers are Subject to the Employer Shared Responsibility Provisions**: Questions 4-14
- **Identification of Full-Time Employees:** Questions 15-17
- **Liability for the Employer Shared Responsibility Payment**: Questions 18-23
- **Calculation of the Employer Shared Responsibility Payment**:Questions 24-26
- **Making an Employer Shared Responsibility Payment**: Questions 27-28
- **Transition Relief**: Questions 29-39
- **Basics for Small Employers**: Questions 40-42
- **Related Provisions**: Questions 43-47
- **Additional Information**: Questions 48-56

Basics of the Employer Shared Responsibility Provisions

1. What are the Employer Shared Responsibility provisions?

For 2015 and after, employers employing at least a certain number of employees (generally 50 full-time employees or a combination of full-time and part-time employees that is equivalent to 50 full-time employees) will be subject to the Employer Shared Responsibility provisions under section 4980H of the Internal Revenue Code (added to the Code by the Affordable Care Act). As defined by the statute, a full-time employee is an individual employed on average at least 30 hours of service per week. An employer that meets the 50 full-time employee threshold is referred to as an applicable large employer.

Under the Employer Shared Responsibility provisions, if these employers do not offer affordable health coverage that provides a minimum level of coverage to their full-time employees (and their dependents), the employer may be subject to an Employer Shared Responsibility payment if at least one of its full-time employees receives a premium tax credit for purchasing individual coverage on one of the new Affordable Insurance Exchanges, also called a Health Insurance Marketplace (Marketplace).

2. When do the Employer Shared Responsibility provisions go into effect?

The Employer Shared Responsibility provisions generally are not effective until Jan. 1, 2015, meaning that no Employer Shared Responsibility payments will be assessed for 2014. See Notice 2013-45. Employers will use information about the number of employees they employ and their hours of service during 2014 to determine whether they employ enough employees to be an applicable large employer for 2015. See question 4 for more information on determining whether an employer is an applicable large employer and questions 29 through 39 for more information about transition relief for 2015.

3. Is more detailed information available about the Employer Shared Responsibility provisions?

Yes. Treasury and the IRS have issued final regulations on the Employer Shared Responsibility provisions. Treasury and the IRS also have issued proposed regulations on the related Information Reporting by Applicable Large Employers on Health Insurance Coverage Offered under Employer-Sponsored Plans.

Back to top

Which Employers Are Subject to the Employer Shared Responsibility Provisions?

4. I understand that the Employer Shared Responsibility provisions apply only to employers employing at least a certain number of employees. How many employees must an employer have to be subject to the Employer Shared Responsibility provisions?

To be subject to the Employer Shared Responsibility provisions for a calendar year, an employer must have employed during the previous calendar year at least 50 full-time employees or a combination of full-time and part-time employees that equals at least 50. For example, an employer that employs 40 full-time employees (that is, employees employed 30 or more hours per week on average) and 20 employees employed 15 hours per week on average has the equivalent of 50 full-time employees, and would be an applicable large employer.

Seasonal workers are taken into account in determining the number of full-time employees. However, if an employer's workforce exceeds 50 full-time employees (including full-time equivalents) for 120 days or fewer during a calendar year, and the employees in excess of 50 who were employed during that period of no more than 120 days were seasonal workers, the employer is not considered an applicable large employer. Seasonal workers are workers who perform labor or services on a seasonal basis as defined by the Secretary of Labor, and retail workers employed exclusively during holiday seasons. For this purpose, employers may apply a reasonable, good faith interpretation of the term "seasonal worker."

Employers will determine each year, based on their current number of employees, whether they will be considered an applicable large employer for the next year. For example, if an employer has at least 50 full-time employees (including full-time equivalents) for 2014, it will be considered an applicable large employer for 2015. Note that because employers will be performing this calculation for the first time to determine their status for 2015, there is a transition rule intended to make this first calculation easier. See question 31 for a discussion of this transition rule for 2015 determination of applicable large employer status.

Employers average their number of employees across the months in the year to see whether they will be an applicable large employer for the next year. This averaging can take account of fluctuations that many employers may experience in their work force across the year. The final regulations provide additional information about how to determine the average number of employees for a year, including information about how to take account of salaried employees who may not clock their hours.

5. How does an employer that was not in existence throughout the preceding calendar year determine if it employs enough employees to be subject to the Employer Shared Responsibility provisions?

An employer that was not in existence on any business day in the prior calendar year is considered an applicable large employer in the current year if the employer is reasonably expected to employ an average of at least 50 full-time employees (including full-time equivalents) on business days during the current calendar year and it actually employs an average of at least 50 full-time employees (including full-time equivalents) on business days during the calendar year. In contrast, for the next year (the year after the first year the employer was in existence), the employer will determine its status as an applicable large employer using the rules that generally apply (that is, based on the number of full-time employees and full-time equivalents that the employer employed in the preceding year).

6. If two or more companies have a common owner or are otherwise related, are they combined for purposes of determining whether they employ enough employees to be subject to the Employer Shared Responsibility provisions?

Yes, section 4980H includes a longstanding provision that also applies for other tax and employee benefit purposes, under which companies that have a common owner or are otherwise related generally are combined and treated as a single employer, and so would be combined for purposes of determining whether or not they collectively employ at least 50 full-time employees (including full-time equivalents). If the combined total meets the threshold, then each separate company is subject to the Employer Shared Responsibility provisions, even those companies that individually do not employ enough employees to meet the threshold. (Note that these rules for combining related employers do not apply for purposes of determining whether a particular company owes an Employer Shared Responsibility payment or the amount of any payment. That is determined separately for each related company).

7. Do the Employer Shared Responsibility provisions apply only to large employers that are for-profit businesses or to other large employers as well?

All employers that are applicable large employers are subject to the Employer Shared Responsibility provisions, including for-profit, non-profit, and government entity employers.

8. Do the Employer Shared Responsibility provisions apply to government entities?

Yes. There is no exclusion from the Employer Shared Responsibility provisions for government entities. All employers that are applicable large employers are subject to the Employer Shared Responsibility provisions, including federal, state, local, and Indian tribal government employers.

9. Do the Employer Shared Responsibility provisions apply to employers in states where a Federally-facilitated Exchange (Marketplace) has been established on behalf of the state?

Yes. An applicable large employer is subject to an Employer Shared Responsibility payment if at least one of its full-time employees receives a premium tax credit. A premium tax credit is only available to eligible individuals who obtain coverage through a Marketplace, which includes a State Based Exchange, regional Exchange, subsidiary Exchange, or the Federally-facilitated Exchange established on behalf of a state.

10. Do the Employer Shared Responsibility provisions apply to employers with full-time employees who are eligible for health coverage through another source, such as Medicare, Medicaid, or a spouse's employer?

Yes. For purposes of determining whether an employer is an applicable large employer, all employees are counted (subject to a limited exception for certain seasonal workers), regardless of whether the employees are eligible for health coverage from another source, such as Medicare, Medicaid, or a spouse's employer. Thus, an applicable large employer with full-time employees who are eligible for health coverage through another source, such as Medicare, Medicaid, or a spouse's employer, will be subject to the Employer Shared Responsibility provisions regardless of whether those employees are eligible for coverage from another source. But, employees who are eligible for Medicare or Medicaid are not eligible for a premium tax credit. If no full-time employee receives a premium tax credit (for example, because all of an employer's full-time employees are eligible for Medicare or Medicaid), the employer will not be subject to an Employer Shared Responsibility payment.

However, as described in question 18 below, if an applicable large employer does not offer coverage to its full-time employees (and their dependents) or offers coverage to fewer than 95% of its full-time employees (and their dependents) and a full-time employee receives a premium tax credit, the employer will be liable for an Employer Shared Responsibility payment, which will be calculated based on the employer's number of full-time employees. For this purpose, the number of full-time employees includes full-time employees who are eligible for coverage from another source. See questions 33 through 37 for transition relief for 2015.

11. Do the Employer Shared Responsibility provisions apply to employers with full-time employees who are exempt from the Individual Shared Responsibility provision, such as members of a Health Care Sharing Ministry or members of a Federally-recognized Indian tribe?

Yes. For purposes of determining whether an employer is an applicable large employer, all employees are counted (subject to a limited exception for certain seasonal workers), regardless of whether they are exempt from the Individual Shared Responsibility provision. Thus, an applicable large employer with full-time employees who are exempt from the Individual Shared Responsibility provision will be subject to the Employer Shared Responsibility provision. Employees who are exempt from the Individual Shared Responsibility provision may be eligible for a premium tax credit. If no full-time employee receives a premium tax credit, the employer will not be subject to an Employer Shared Responsibility payment. However, if an applicable large employer does not offer coverage to its full-time employees (and their dependents) and a full-time employee receives a premium tax credit, the employer will be liable for an Employer Shared Responsibility payment which will be calculated based on the employer's number of full-time employees. See questions 10 and18.

12. Which employers are not subject to the Employer Shared Responsibility provisions?

For a calendar year, employers who employ fewer than 50 full-time employees (including full-time equivalents) in the prior calendar year are not subject to the Employer Shared Responsibility provisions. See question 4 for a limited exception for employers with certain seasonal workers, and questions 34 through 36 for 2015 transition relief for employers with fewer than 100 full-time employees (including full-time equivalents).

13. Are companies with employees working outside the United States subject to the Employer Shared Responsibility provisions?

For purposes of determining whether an employer is an applicable large employer, an employer generally takes into account only work performed in the United States. For example, if a foreign employer has a large workforce worldwide, but fewer than 50 full-time employees (including full-time equivalents) in the United States, the foreign employer generally would not be subject to the Employer Shared Responsibility provisions.

14. Are companies that employ U.S. citizens working abroad subject to the Employer Shared Responsibility provisions?

A company that employs U.S. citizens working abroad generally would be subject to the Employer Shared Responsibility provisions only if the company had at least 50 full-time employees (including full-time equivalents), determined by taking into account work performed in the United States. Thus, employees working only abroad, whether or not U.S. citizens, generally will not be taken into account for purposes of determining whether an employer is applicable large employer or for purposes of determining whether the employer owes an Employer Shared Responsibility payment or the amount of any such payment.

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Identification of Full-Time Employees

15. How does an employer identify its full-time employees for purposes of the Employer Shared Responsibility provisions?

An employer's number of full-time employees matters both for purposes of whether the Employer Shared Responsibility provisions apply to an employer and whether an Employer Shared Responsibility payment is owed by an employer (and the amount of that payment). An employer identifies its full-time employees based on each employee's hours of service. For purposes of the Employer Shared Responsibility provisions, an employee is a full-time employee for a calendar month if he or she averages at least 30 hours of service per week. Under the final regulations, for purposes of determining full-time employee status, 130 hours of service in a calendar month is treated as the monthly equivalent of at least 30 hours of service per week.

The final regulations provide two measurement methods for determining whether an employee has sufficient hours of service to be a full-time employee. One method is the monthly measurement method under which an employer determines each employee's status as a full-time employee by counting the employee's hours of service for each month. The other method is the look-back measurement method under which an employer may determine the status of an employee as a full-time employee during a future period (referred to as the stability period), based upon the hours of service of the employee in a prior period (referred to as the measurement period). The look-back measurement method for identifying full-time employees is available only for purposes of determining and computing liability for an Employer Shared Responsibility payment, and not for purposes of determining if the employer is an applicable large employer. The final regulations describe approaches that can be used for various circumstances, such as for employees who work variable hour schedules, seasonal employees, and employees of educational organizations.

These methods prescribe minimum standards for the identification of full-time employee status. Employers always may make additional employees eligible for coverage, or otherwise offer coverage more expansively than required.

16. For purposes of the Employer Shared Responsibility provisions, what is an hour of service?

Generally, an hour of service means each hour for which an employee is paid, or entitled to payment, for the performance of duties for the employer, and each hour for which an employee is paid, or entitled to payment, for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

Under the final regulations, an hour of service does not include any hour of service performed as a bona fide volunteer, as part of a Federal Work-Study Program (or a substantially similar program of a State or political subdivision thereof) or to the extent the compensation for services performed constitutes income from sources without the United States.

In addition, until further guidance is issued, a religious order is permitted, for purposes of determining if an employee is a full-time employee for the Employer Shared Responsibility provisions, to not count as an hour of service any work performed by an individual who is subject to a vow of poverty as a member of that order when the work is in the performance of tasks usually required (and to the extent usually required) of an active member of the order.

17. Are there special rules for hours of service that are particularly challenging to identify or track or for whom the final regulations' general rules for determining hours of service may present special difficulties?

Treasury and the IRS continue to consider additional rules for the determination of hours of service for certain categories of employees whose hours of service are particularly challenging to identify or track or for whom the general rules for determining hours of service may present special difficulties (including adjunct faculty, commissioned salespeople and airline employees) and certain categories of work hours associated with some positions of employment, including layover hours (for example for airline employees) and on-call hours. For this purpose, until further guidance is issued, employers are required to use a reasonable method of crediting hours of service that is consistent with section 4980H. The preamble to the final regulations includes examples of methods of crediting these hours that are reasonable and that are not reasonable, including a method that is considered reasonable for crediting hours of service for adjunct faculty members.

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Liability for the Employer Shared Responsibility Payment

18. Under what circumstances will an employer owe an Employer Shared Responsibility payment?

For 2015 and after, an applicable large employer will be liable for an Employer Shared Responsibility payment only if:

(a) The employer does not offer health coverage or offers coverage to fewer than 95% of its full-time employees and the dependents of those employees, and at least one of the full-time employees receives a premium tax credit to help pay for coverage on a Marketplace;

OR

(b) The employer offers health coverage to all or at least 95% of its full-time employees, but at least one full-time employee receives a premium tax credit to help pay for coverage on a Marketplace, which may occur because the employer did not offer coverage to that employee or because the coverage the employer offered that employee was either unaffordable to the employee (see question 19, below) or did not provide minimum value (see question 20, below).

But see question 33 for transition relief with respect to offers of coverage to dependents for 2015, questions 34 through 36 for 2015 transition relief for certain employers with fewer than 100 full-time employees (including full-time equivalents), and question 37 for 2015 transition relief for all other employers with respect to the percentage of full-time employees to whom coverage must be offered to avoid the payment described in paragraph (a) above.

19. How does an employer know whether the coverage it offers is affordable?

If an employee's share of the premium for employer-provided coverage would cost the employee more than 9.5% of that employee's annual household income, the coverage is not considered affordable for that employee. Because employers generally will not know their employees' household incomes, employers can take advantage of one or more of the three affordability safe harbors set forth in the final regulations that are based on information the employer will have available, such as the employee's Form W-2 wages or the employee's rate of pay. If an employer meets the requirements of any of these safe harbors, the offer of coverage will be deemed affordable for purposes of the Employer Shared Responsibility provisions regardless of whether it was affordable to the employee for purposes of the premium tax credit.

The three affordability safe harbors are (1) the Form W-2 wages safe harbor, (2) the rate of pay safe harbor, and (3) the federal poverty line safe harbor. These safe harbors are all optional. An employer may use one or more of the safe harbors only if the employer offers its full-time employees and their dependents the opportunity to enroll in minimum essential coverage under an eligible employer-sponsored plan that provides minimum value for the self-only coverage offered to the employee. An employer may choose to use one or more of the safe harbors for all of its employees or for any reasonable category of employees, provided it does so on a uniform and consistent basis for all employees in a category. If an employer offers multiple healthcare coverage options, the affordability test applies to the lowest-cost self-only option available to the employee that also meets the minimum value requirement (see question 20, below.)

The Form W-2 wages safe harbor generally is based on the amount of wages paid to the employee that are reported in Box 1 of that employee's Form W-2. The rate of pay safe harbor generally is based on the employee's rate of pay at the beginning of the coverage period, with adjustments permitted, for an hourly employee, if the rate of pay is decreased (but not if the rate of pay is increased). The federal poverty line safe harbor generally treats coverage as affordable if the employee contribution for the year does not exceed 9.5% of the federal poverty line for a single individual for the applicable calendar year. The final regulations provide additional information on these affordability safe harbors.

20. How does an employer know whether the coverage it offers provides minimum value?

A plan provides minimum value if it covers at least 60 percent of the total allowed cost of benefits that are expected to be incurred under the plan. The Department of Health and Human Services (HHS) and the IRS have produced a minimum value calculator. By entering certain information about the plan, such as deductibles and co-pays, into the calculator employers can get a determination as to whether the plan provides minimum value. Additionally, on May 3, 2013, Treasury and the IRS issued proposed regulations regarding the other methods available to determine minimum value.

21. If an employer offers health coverage that is affordable and that provides minimum value to its full-time employees and offers health coverage to the dependents of those employees, will it be subject to an Employer Shared Responsibility payment if some of its employees purchase health insurance through a Marketplace or if some of its employees enroll in Medicare or Medicaid?

No. An applicable large employer will not be subject to an Employer Shared Responsibility payment solely because one, some, or all of its employees purchase health insurance coverage through a Marketplace or enroll in Medicare or Medicaid. An employer will not be liable for an Employer Shared Responsibility payment unless at least one full-time employee receives a premium tax credit. In general, an employee will not be eligible for a premium tax credit if the employer has offered that employee health coverage that is affordable (see question 19) and that provides minimum value (see question 20), even if that employee rejects the offer of coverage and instead enrolls in coverage through a Marketplace or enrolls in Medicare or Medicaid. If no full-time employee receives a premium tax credit, the employer will not be subject to an Employer Shared Responsibility payment.

22. If an employer offers health coverage that is affordable and that provides minimum value to its full-time employees and offers health coverage to the dependents of those employees, will it be subject to an Employer Shared Responsibility payment if an employee's spouse purchases health insurance through a Marketplace, or if a spouse enrolls in Medicare or Medicaid?

No. To avoid a potential Employer Shared Responsibility payment an applicable large employer must offer health coverage that is affordable and provides minimum value to its full-time employees and must offer health coverage to the dependents of those employees (see questions 18, 19 and

20). For this purpose, a spouse is not a dependent. An applicable large employer will not be subject to an Employer Shared Responsibility payment solely because it does not offer health coverage to an employee's spouse or if the spouse purchases health insurance coverage through a Marketplace or enrolls in Medicare or Medicaid. An employer will not be liable for an Employer Shared Responsibility payment unless a full-time employee receives a premium tax credit. If no full-time employee receives a premium tax credit, the employer will not be subject to an Employer Shared Responsibility payment. Thus, even if an employee's spouse receives a premium tax credit, the employer will not be subject to an Employer Shared Responsibility payment.

If an applicable large employer offers health coverage that is affordable and that provides minimum value to a full-time employee's spouse, the spouse will not be eligible for the premium tax credit. For more information about eligibility for the premium tax credit, see our final regulations and questions and answers.

23. If an employer offers health coverage that is affordable and that provides minimum value to its full-time employees and offers health coverage to the dependents of those employees, will it be subject to an Employer Shared Responsibility payment if some of its employees purchase health insurance coverage for their dependents through a Marketplace or if some of its employees enroll their dependents in Medicare or Medicaid?

No. An applicable large employer will not be subject to an Employer Shared Responsibility payment solely because one, some or all of its employees purchase health insurance coverage for their dependents through a Marketplace or enroll their dependents in Medicare or Medicaid. An employer will not be liable for an Employer Shared Responsibility payment unless a full-time employee receives a premium tax credit. If no full-time employee receives a premium tax credit, the employer will not be subject to an Employer Shared Responsibility payment.

If an employer offers health coverage that is affordable (see question 19) and that provides minimum value (see question 20) to the dependents of its full-time employees, those dependents will not be eligible for a premium tax credit. For more information about eligibility for a premium tax credit, see our final regulations and questions and answers.

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Calculation of the Employer Shared Responsibility Payment

24. If an employer that does not offer coverage or that offers coverage to fewer than 95% of its full-time employees (and their dependents) owes an Employer Shared Responsibility payment, how is the amount of the payment calculated?

If an applicable large employer does not offer coverage or offers coverage to fewer than 95% of its full-time employees (and their dependents), it owes an Employer Shared Responsibility payment equal to the number of full-time employees the employer employed for the year (minus up to 30) multiplied by $2,000, as long as at least one full-time employee receives the premium tax credit. (Note that for purposes of this calculation, a full-time employee does not include a full-time equivalent). Also, see question 33 for transition relief for offers of coverage to dependents for 2015.

For an employer that offers coverage for some months but not others during the calendar year, the payment is computed separately for each month for which coverage was not offered. The amount of the payment for the month equals the number of full-time employees the employer employed for the month (minus up to 30) multiplied by 1/12 of $2,000. If the employer is related to other employers (see question 6 above), then the 30-employee exclusion is allocated among all the related employers in proportion to each employer's number of full-time employees. See questions 38 and 39 for information about 2015 transition relief for calculating the payment.

25. If an employer offers coverage to at least 95% of its full-time employees (and their dependents), but, nevertheless, owes the Employer Shared Responsibility payment, how is the amount of the payment calculated?

For an employer that offers coverage to at least 95% of its full-time employees (and their dependents), but has one or more full-time employees who receive a premium tax credit, the payment is computed separately for each month. See question 33 for transition relief with respect to offers of coverage to dependents for 2015. The amount of the payment for the month equals the number of full-time employees who receive a premium tax credit for that month multiplied by 1/12 of $3,000. The amount of the payment for any calendar month is capped at the number of the employer's full-time employees for the month (minus up to 30) multiplied by 1/12 of $2,000. (The cap ensures that the payment for an employer that offers coverage can never exceed the payment that employer would owe if it did not offer coverage (See question 24)). See questions 38 and 39 for information about 2015 transition relief for calculating the payment.

26. Will the amount of the Employer Shared Responsibility payment be increased over time?

Yes. The Employer Shared Responsibility provisions provide an inflation adjustment mechanism beginning in years after 2014. The transition relief announced in Notice 2013-45 that section 4980H will not be applied for 2014 does not affect the statutory inflation adjustment mechanism beginning in years after 2014.

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Making an Employer Shared Responsibility Payment

27. How will an employer know that it owes an Employer Shared Responsibility payment?

The IRS will adopt procedures that ensure employers receive certification that one or more employees have received a premium tax credit. The IRS will contact employers to inform them of their potential liability and provide them an opportunity to respond before any liability is assessed or notice and demand for payment is made. The contact for a given calendar year will not occur until after the due date for employees to file individual tax returns for that year claiming premium tax credits and after the due date for applicable large employers to file the information returns identifying their full-time employees and describing the coverage that was offered (if any).

28. How will an employer make an Employer Shared Responsibility payment?

If it is determined that an employer is liable for an Employer Shared Responsibility payment after the employer has responded to the initial IRS contact, the IRS will send a notice and demand for payment. That notice will instruct the employer on how to make the payment. Employers will not be required to include the Employer Shared Responsibility payment on any tax return that they file.

As explained in question 2, no Employer Shared Responsibility payments will be assessed for 2014.

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Transition Relief

29. Is there transition relief from the Employer Shared Responsibility provisions for 2014?

Yes. Notice 2013-45, issued on July 9, 2013, provides as transition relief that no Employer Shared Responsibility payment applies for 2014. The Employer Shared Responsibility provisions are effective for 2015 (see question 2). See questions 30 through 39 for additional information about 2015 transition relief.

30. I understand that the Employer Shared Responsibility provisions do not go into effect until 2015. However, the health plan that I offer to my employees runs on a non-calendar year plan year that starts in 2014 and will run into 2015. Do I need to make sure my plan complies with the Employer Shared Responsibility provisions in 2014 when the next non-calendar year plan year starts?

The preamble to the final regulations provides three pieces of transition relief addressing non-calendar year plans — (1) pre-2015 eligibility transition relief, (2) significant percentage transition relief (all employees) and (3) significant percentage transition relief (full-time employees). The first piece of relief generally addresses employees that are already eligible to participate in the non-calendar year plan. Specifically the pre-2015 eligibility transition relief provides that for any employees (whenever hired) who are eligible for coverage on the first day of the 2015 plan year under the eligibility terms of the plan as of Feb. 9, 2014, (whether or not they take the coverage) and who are offered affordable coverage that provides minimum value effective no later than the first day of the 2015 plan year, the employer will not be subject to a potential Employer Shared Responsibility payment until the first day of the 2015 plan year. The remaining two pieces of relief generally address employees that have not been eligible to participate in the non-calendar year plan. They provide that if the employer meets certain requirements generally related to the portion of the employer's employees already eligible for or participating in the non-calendar year plan, the relief may be extended to those employees that have not been eligible to participate. The preamble to the final regulations provides additional information on the rules for determining whether an employer is eligible for this relief. All of this transition relief applies for the period before the first day of the first non-calendar year plan year beginning in 2015 (the 2015 plan year) but only for employers that maintained non-calendar year plans as of Dec. 27, 2012, and only if the plan year was not modified after Dec. 27, 2012, to begin at a later calendar date. See question 36 on 2015 transition relief.

31. Is transition relief available to assist employers that are close to the 50 full-time employee threshold in determining if they are an applicable large employer for 2015?

Yes. Rather than being required to use the full twelve months of 2014 to measure whether it has 50 full-time employees (or equivalents), an employer may measure during any consecutive six-month period (as chosen by the employer) during 2014. For example, an employer could use a period of at least six months through August 2014 to determine its applicable large employer status and, if it is an applicable large employer, the period from September through December 2014 to make any needed adjustments to its plan (or to establish a plan). See question 36 on 2015 transition relief.

32. For 2015, will employees who receive offers of coverage effective as of the first day of the first pay period beginning on or after the first day of the year be treated as having been offered coverage for January 2015?

Yes. Generally, if an employer fails to offer coverage to a full-time employee for any day of a calendar month, that employee is treated as not offered coverage during the entire month. Solely for purposes of January 2015, if an employer offers coverage to a full-time employee no later than the first day of the first payroll period that begins in January 2015, the employee will be treated as having been offered coverage for January 2015.

33. Do employers have additional time to expand their 2015 health plans to add dependent coverage?

The transition relief in the preamble to the final regulation generally extends the transition relief that had been provided for plan years that begin in 2014 (2014 plan years) to plan years that begin in 2015 (2015 plan years). Under this transition relief, an employer that takes steps during its 2014 plan year toward offering dependent coverage will not be subject to an Employer Shared Responsibility payment solely on account of a failure to offer coverage to dependents for that plan year.

This extended transition relief applies to employers for the 2015 plan year for plans under which (1) dependent coverage is not offered, (2) dependent coverage that does not constitute minimum essential coverage is offered, or (3) dependent coverage is offered for some, but not all, dependents.

The transition relief is not available to the extent the employer had offered dependent coverage during either the plan year that begins in 2013 (2013 plan year), or the 2014 plan year and subsequently dropped that offer of coverage. The transition relief, as extended, applies only for dependents who were without an offer of coverage from the employer in both the 2013 and 2014 plan years and if the employer takes steps during the 2014 or 2015 plan year (or both) to extend coverage under the plan to dependents not offered coverage during the 2013 or 2014 plan year (or both). See question 36 on 2015 transition relief.

34. Is additional transition relief available for employers with at least 50 but fewer than 100 full-time employees (including full-time equivalents)?

Yes. For employers with fewer than 100 full-time employees (including full-time equivalents) in 2014, that meet the conditions described below, no Employer Shared Responsibility payment under section 4980H(a) or (b) will apply for any calendar month during 2015. For employers with non-calendar-year health plans, this applies to any calendar month during the 2015 plan year, including months during the 2015 plan year that fall in 2016.

In order to be eligible for the relief, an employer must certify that it meets the following conditions:

(1) **Limited Workforce Size**. The employer must employ on average at least 50 full-time employees (including full-time equivalents) but fewer than 100 full-time employees (including full-time equivalents) on business days during 2014. (Employers with fewer than 50 full-time employees (including full-time equivalents) on business days during the previous year are not subject to the Employer Shared Responsibility provisions.) The number of full-time employees (including full-time equivalents) is determined in accordance with the otherwise applicable rules in the final regulations for determining status as an applicable large employer.

(2) **Maintenance of Workforce and Aggregate Hours of Service.** During the period beginning on Feb. 9, 2014 and ending on Dec. 31, 2014, the employer may not reduce the size of its workforce or the overall hours of service of its employees in order to qualify for the transition relief. However, an employer that reduces workforce size or overall hours of service for bona fide business reasons is still eligible for the relief.

(3) **Maintenance of Previously Offered Health Coverage.** During the period beginning on Feb. 9, 2014 and ending on Dec. 31, 2015 (or, for employers with non-calendar-year plans, ending on the last day of the 2015 plan year) the employer does not eliminate or materially reduce the health coverage, if any, it offered as of Feb. 9, 2014. An employer will not be treated as eliminating or materially reducing health coverage if (i) it continues to offer each employee who is eligible for coverage an employer contribution toward the cost of employee-only coverage that either (A) is at least 95 percent of the dollar amount of the contribution toward such coverage that the employer was offering on Feb. 9, 2014, or (B) is at least the same percentage of the cost of coverage that the employer was offering to contribute toward coverage on Feb. 9, 2014; (ii) in the event of a change in benefits under the employee-only coverage offered, that coverage provides minimum value after the change; and (iii) it does not alter the terms of its group health plans to narrow or reduce the class or classes of employees (or the employees' dependents) to whom coverage under those plans was offered on Feb. 9, 2014.

35. Is the transition relief for employers with at least 50 but fewer than 100 full-time employees (including full-time equivalents) available to newly formed employers? If so, how does a new employer know whether it qualifies for the relief?

Yes, the relief is available to new employers (that is, employers that are not in existence on any business day in 2014).

For new employers that would be applicable large employers under the general rules in the final regulations, the special transition relief applies if the employer certifies that it (i) reasonably expects to employ and actually employs fewer than 100 full-time employees (including full-time equivalents) on business days during 2015; and (ii) reasonably expects to meet and actually meets the standards relating to maintenance of workforce and aggregate hours of service and of previously offered health coverage, as measured from the date the employer is first in existence.

36. How does the transition relief for employers with fewer than 100 full-time employees coordinate with other transition relief available under the final regulations?

For periods on or after Jan. 1, 2016 (or, if applicable, for any period after the last day of the 2015 plan year) the transition relief for 2015 generally is not available. An employer may, however, use the shorter period in 2014 permitted for determining applicable large employer status for 2015 in determining applicable large employer status and full-time employee count for 2015 (but not for any subsequent year). See questions 30 through 33.

37. Under what circumstances will an employer that is not eligible for the relief described in question 34 owe an Employer Shared Responsibility payment for 2015?

For 2015 (and for employers with non-calendar-year plans, any calendar months during the 2015 plan year that fall in 2016), an employer that (a) had at least 100 full-time employees (including full-time equivalents) in 2014, or (b) had at least 50 but fewer than 100 full-time employees (including full-time equivalents) but does not qualify for the relief described in question 34, will be liable for an Employer Shared Responsibility payment only if:

- The employer does not offer health coverage or offers coverage to fewer than 70% of its full-time employees and (unless the employer qualifies for the 2015 dependent coverage transition relief described in question 33) the dependents of those employees, and at least one of the full-time employees receives a premium tax credit to help pay for coverage on a Marketplace.

  OR

- The employer offers health coverage to at least 70% of its full-time employees and (unless the employer qualifies for the 2015 dependent coverage transition relief described in question 33) the dependents of those employees, but at least one full-time employee receives a premium tax credit to help pay for coverage on a Marketplace, which may occur because the employer did not offer coverage to that employee or because the coverage the employer offered that employee was either unaffordable (see question 19) to the employee or did not provide minimum value (see question 20).

After 2015, 95% should be substituted for 70% in the bullets above (see question 18).

38. For 2015, if an employer with at least 100 full-time employees (including full-time equivalents) that does not offer coverage or that offers coverage to fewer than 70% of its full-time employees (and their dependents) owes an Employer Shared Responsibility payment, how is the amount of the payment calculated?

For any calendar month in 2015 or any calendar month in 2016 that falls within an employer's non-calendar 2015 plan year, if an applicable large employer with at least 100 full-time employees (including full-time equivalents) does not offer coverage to at least 70% of its full-time employees (and their dependents), it owes an Employer Shared Responsibility payment equal to the number of full-time employees the employer employed for the month (minus 80) multiplied by 1/12 of $2,000, provided that at least one full-time employee receives a premium tax credit for that month. See questions 24 and 25.

39. For 2015, if an employer with at least 100 full-time employees (including full-time equivalents) offers coverage to at least 70% of its full-time employees, and, nevertheless, owes an Employer Shared Responsibility payment, how is the amount of the payment calculated?

For an employer with at least 100 full-time employees (including full-time equivalents) that offers coverage to at least 70% of its full-time employees in 2015, but has one or more full-time employees who receive a premium tax credit, the payment is computed separately for each month. The amount of the payment for the month equals the number of full-time employees who receive a premium tax credit for that month multiplied by 1/12 of $3,000. The amount of the payment for any calendar month is capped at the number of the employer's full-time employees for the month (minus up to 80) multiplied by 1/12 of $2,000. See questions 24 and 25.

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Basics for Small Employers

40. I am a small employer with 30 employees. How do the Employer Shared Responsibility provisions (Code section 4980H) affect me?

They don't. Employers that employ fewer than 50 full-time employees (including full-time equivalents) in their businesses are not subject to the Employer Shared Responsibility provisions. The vast majority of businesses fall below this threshold.

In addition, the preamble to the final regulations for the Employer Shared Responsibility provisions provides transition relief for 2015. Employers with at least 50 but fewer than 100 full-time employees (including full-time equivalents) in 2014 that meet conditions described in the preamble to the final regulations will not be subject to any Employer Shared Responsibility payments for 2015 (or for the 2015 plan year in the case of an employer with a non-calendar-year health plan).

41. If I hire additional employees, including some part-time employees, how do I determine if I have become large enough to be subject to the Employer Shared Responsibility provisions?

An employer determines if it is subject to these provisions for a current year by counting how many full-time employees and full-time equivalents it employed during the prior calendar year.

First, for each month of the prior year, the employer counts its employees working an average of 30 or more hours per week as full-time employees and, if it has employees working less than that, adds the number of full-time equivalents (determined by simply adding up the hours that are worked by these less-than-full-time employees for the month, but no more than 120 hours per employee, and then dividing by 120).

Second, the resulting totals for each month in the prior year are added together and then divided by 12 to get an average for the prior year. If the result is less than 50, the employer is not subject to these rules for the current year and need not take any other action.

(If the result is 50 or more but some of the employees are seasonal workers, certain adjustments may still bring the average down to less than 50.)

Two transition rules apply in 2015 that are particularly relevant for small employers close to the 50 full-time employee (including full-time equivalents) threshold. First, employers with at least 50 but fewer than 100 full-time employees (including full-time equivalents) in 2014 that meet conditions described in the preamble to the final regulations will not be subject to any Employer Shared Responsibility payments for 2015 (or for the 2015 plan year in the case of an employer with a non-calendar-year health plan). These employers determine if they have 100 or more employees in the same manner as described above. And, second, rather than being required to use the full twelve months of 2014 to measure if it has 100 full-time employees (including full-time equivalents), an employer may measure during any consecutive six-month period (as chosen by the employer) during 2014. For example, an employer could use a period of at least six months through August 2014 to determine its applicable large employer status and, if it is an applicable large employer, the period from September through December 2014 to make any needed adjustments to its plan (or to establish a plan). See question 36 on 2015 transition relief.

42. What if I buy or start another business that has another group of employees, but my new business is in an entity that is separate from my existing business?

In that case, section 4980H provides for common ownership and control "aggregation" rules that may apply. These are similar to rules that have applied to 401(k) and other retirement plans for years. Under these rules, the employees of businesses that are under common control are added together to determine if an employer employs the equivalent of at least 50 (or 100 under the 2015 transition rule noted above) full-time employees (including full-time equivalents).

For example, if an individual owns 80% or more of two businesses that are separate legal entities, the total number of full-time employees of that employer is based on the full-time employees (including full-time equivalents) in both businesses combined together. If the employees in the combined businesses add up to fewer than 50 full-time employees (including full-time equivalents) in a year, the Employer Shared Responsibility provisions will not apply to those businesses for the following year.

Back to top

Related Provisions

43. When can an employee receive a premium tax credit?

The premium tax credit generally is available to help pay for coverage for employees who

- have household income between 100% and 400% of the federal poverty line and enroll in coverage through a Marketplace,
- are not eligible for coverage through a government-sponsored program like Medicaid or CHIP, and
- are not eligible for coverage offered by an employer or are eligible only for employer coverage that is unaffordable or that does not provide minimum value.

44. If an employer does not employ enough employees to be subject to the Employer Shared Responsibility provisions, does that affect the employees' eligibility for a premium tax credit?

No. The rules for how eligibility for employer-sponsored insurance affects eligibility for the premium tax credit are the same, regardless of whether the employer is subject to the Employer Shared Responsibility provisions.

45. Where can employers get more information about the information reporting requirements on health coverage for employers and for insurers?

Treasury and the IRS have issued final 6056 regulations and 6055 regulations on information reporting on health coverage for employers and information reporting on health coverage for providers of minimum essential coverage. For additional information, see the instructions for Forms 1094-B and 1095-B, and the instructions for Forms 1094-C and 1095-C.

46. Where can employees get more information about the Marketplace?

The Department of Health and Human Services administers the requirements for the Marketplace and the health plans offered in the Marketplace. For more information about your coverage options, financial assistance, and the Marketplace, visit HealthCare.gov.

47. My spouse and I own a small business and are the only employees. Previously I bought coverage in the small group market in my state to cover me, my spouse, and our dependents and received the Self-Employment Health Insurance Tax Deduction. For 2014, I purchased coverage in the individual market in my state to cover me, my spouse, and our dependents. How does that affect my eligibility for the Self-Employment Health Insurance Tax Deduction?

If you are self-employed and purchase health insurance coverage for yourself and your family, you will still be eligible for the self-employment health insurance tax deduction. You may claim the deduction regardless of whether you purchase coverage in the individual market or the small group market. However, if you purchase coverage in the individual Marketplace and claim the premium tax credit on your tax return, the amount of the premium reimbursed by the credit may not also be deductible. See TD 9683 and Revenue Procedure 2014-41 for specific rules on how the premium tax credit is coordinated with the self-employment health insurance deduction.

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Additional Information

48. What are the consequences for an employer covered by the Employer Shared Responsibility provisions if the employer offers health insurance coverage to all full-time employees but does not offer dependent coverage? Would a payment be owed by the employer? If so, beginning in what year? Does the answer depend on whether a dependent gets health insurance coverage in the Marketplace?

Under the Employer Shared Responsibility provisions, an applicable large employer may have to make an Employer Shared Responsibility payment if the employer does not offer health coverage to the dependents of its full-time employees (as well as to those employees themselves) and at least one of its full-time employees receives a premium tax credit for purchasing individual coverage on the Marketplace. However, under transition relief provided in the preamble to the final regulations under the Employer Shared Responsibility provisions, an employer that takes steps during its 2014 and 2015 plan years toward offering dependent coverage will not be subject to an Employer Shared Responsibility payment solely on account of a failure to offer coverage to dependents for that plan year. This transition relief applies to employers for plans under which (1) dependent coverage is not offered, (2) dependent coverage that does not constitute minimum essential coverage is offered, or (3) dependent coverage is offered for some, but not all, dependents. The transition relief is not available to the extent the employer had offered dependent coverage during either the plan year that begins in 2013 (2013 plan year), or the 2014 plan year and subsequently dropped that offer of coverage. The transition relief applies for the 2015 plan year only for dependents who were without an offer of coverage from the employer in both the 2013 and 2014 plan years and if the employer takes steps during the 2014 or 2015 plan year (or both) to extend coverage under the plan to dependents not offered coverage during the 2013 or 2014 plan year (or both).

For 2015 and in later years, an employer may be liable for an Employer Shared Responsibility payment only if one or more of its full-time employees enrolls in coverage through a Marketplace and receives a premium tax credit. Whether or not one or more of its full-time employees' dependents enrolls in a Marketplace and receives a premium tax credit does not affect an employer's liability.

49. Although my company offers all its full-time employees and dependents health insurance coverage, one of my employees' dependents enrolled for coverage in the Marketplace and received a premium tax credit – does my company have to make an Employer Shared Responsibility Payment?

An applicable large employer will not be subject to an Employer Shared Responsibility payment solely because one, some, or all of the dependents of its full-time employees receive health insurance coverage through a Marketplace and receive a premium tax credit. An employer will potentially be liable for an Employer Shared Responsibility payment only if a full-time employee enrolls in coverage through a Marketplace and receives a premium tax credit. If no full-time employee receives a premium tax credit, the employer will not be subject to an Employer Shared Responsibility payment.

If an employer offers health coverage to its full-time employees and their dependents and that coverage is affordable and provides minimum value with respect to the full-time employees, those dependents will not be eligible for a premium tax credit.

50. I own a business with fewer than 50 full-time (including full-time equivalent) employees. I offer insurance that is generally affordable and minimum value. However, for one employee it's unaffordable and he goes to the Marketplace for insurance and gets advance payments of the premium tax credit—do I have an employer shared responsibility payment?

No. Employers that employ fewer than 50 full-time employees (including full-time equivalents) in their businesses for the prior year are not subject to the Employer Shared Responsibility provisions. The vast majority of businesses fall below this threshold.

In addition, for employers with fewer than 100 full-time employees, the preamble to the final regulations for the Employer Shared Responsibility provisions provides transition relief for 2015. Employers with at least 50 but fewer than 100 full-time employees (including full-time equivalents) in 2014 that meet conditions described in the preamble to the final regulations will not be subject to any Employer Shared Responsibility payments for 2015 (or for the 2015 plan year in the case of an employer with a non-calendar-year health plan).

51. I own a business that is subject to the Employer Shared Responsibility rules. Who certifies that my employer plan meets the minimum value requirements?

Beginning in 2016 (for calendar year 2015) all applicable large employers must report to the IRS and provide statements to all full-time employees certain information regarding coverage offered to full-time employees, including whether the coverage offered met the minimum value requirements. A plan provides minimum value if it covers at least 60 percent of the total allowed cost of benefits that are expected to be incurred under the plan. On May 3, 2013, Treasury and the IRS issued proposed regulations regarding the methods available to determine minimum value. One such method is a minimum value calculator produced by the Department of Health and Human Services (HHS) in coordination with the IRS. By entering certain information about the plan, such as deductibles and co-pays, into the calculator, an employer (or an insurance company, third-party administrator, or other entity) can get a determination as to whether the plan provides minimum value.

52. I own a business that is subject to the Employer Shared Responsibility provisions; however, all of my employees obtain other health insurance coverage. Do I still need to offer insurance to them to avoid an Employer Shared Responsibility payment?

Yes. An applicable large employer must generally offer coverage to its full-time employees (and their dependents) even if the employee is eligible for coverage from another source, to avoid a potential Employer Shared Responsibility payment. An applicable large employer may be subject to an Employer Shared Responsibility payment if the employer does not offer health coverage to its full-time employees (and their dependents) and at least one of its full-time employees receives a premium tax credit for purchasing individual coverage on the Marketplace. If an applicable large employer does not offer coverage to its full-time employees (and their dependents) or offers coverage to fewer than 95% of its full-time employees (70% in 2015 as a transition) (and their dependents), and at least one full-time employee receives a premium tax credit, the employer will be liable for an Employer Shared Responsibility payment, which will be calculated based on the employer's number of full-time employees. For this purpose, all full-time employees are counted, including those who are eligible for coverage from another source. (See Q&A 48, above, for a 2015 transition rule under which an employer that takes steps during its 2014 and 2015 plan years toward offering dependent coverage may not be subject to an Employer Shared Responsibility payment solely on account of a failure to offer coverage to dependents.)

An employer may owe an Employer Shared Responsibility payment only if one or more full-time employees receive a premium tax credit. Individuals (including employees) who are eligible for Medicare or Medicaid are generally not eligible for a premium tax credit. Thus, if all of an employer's full-time employees are eligible for Medicare or Medicaid, the employer will not be subject to an Employer Shared Responsibility payment. However, if even one full-time employee receives a premium tax credit, the employer may be subject to an Employer Shared Responsibility payment.

53. How do I determine if my business is part of a controlled group under the Employer Shared Responsibility rules? Are there any resources or tools to help me make this determination?

Section 4980H includes a provision that has long applied for other tax and employee benefit purposes, under which companies that have a common owner or are otherwise related generally are combined and treated as a single employer, and so would be combined for purposes of determining whether or not they collectively employ at least 50 full-time employees (including full-time equivalents). If the combined total meets the threshold, then each separate company is subject to the Employer Shared Responsibility provisions, even those companies that individually do not employ enough employees to meet the threshold. (Note that these rules for combining related employers do not apply for purposes of determining whether a particular company owes an Employer Shared Responsibility payment or the amount of any payment. That is determined separately for each related company. For example, if a particular company does not have a full-time employee who receives a premium tax credit, then that particular company will not owe an Employer Shared Responsibility Payment, even if a full-time employee of a related company receives a premium tax credit.)

54. What is the impact under the Employer Shared Responsibility provisions if some of my employees are seasonal "employees" and some are seasonal "workers"? Is a seasonal employee the same as a seasonal worker under these rules?

The terms "seasonal worker" and "seasonal employee" are both used in the Employer Shared Responsibility provisions but in two different contexts.

The term "seasonal worker" is relevant for determining whether an employer is an applicable large employer subject to the Employer Shared Responsibility provisions.

To be an applicable large employer, an employer must have employed, during the previous calendar year, at least 50 full-time employees (including full-time equivalent employees). However, if an employer's workforce exceeds 50 full-time employees (including full-time equivalent employees) for

120 days or fewer during a calendar year, and the employees in excess of 50 who were employed during that period of no more than 120 days were seasonal workers, the employer is not considered an applicable large employer. Seasonal workers are workers who perform labor or services on a seasonal basis, as defined by the Secretary of Labor, and include retail workers employed exclusively during holiday seasons. For this purpose, employers may apply a reasonable, good faith interpretation of the term "seasonal worker."

The term "seasonal employee" is relevant for determining an employee's status as a full-time employee under the look-back measurement method. For purposes of the Employer Shared Responsibility provisions, an employee is a full-time employee for a calendar month if he or she averages at least 30 hours of service per week (or 130 hours of service per month). The final regulations under the Employer Shared Responsibility provisions provide two methods for determining full-time employee status, one of which is the look-back measurement method. Under the look-back measurement method an employer may determine an employee's status as a full-time employee during a period (referred to as the stability period), based upon the hours of service of the employee in a prior period (referred to as the measurement period). The look-back measurement method includes special rules that apply to new employees who are seasonal employees. For this purpose, a seasonal employee means an employee who is hired into a position for which the customary annual employment is six months or less and for which the period of employment begins each calendar year in approximately the same part of the year, such as summer or winter. Note that the look-back measurement method is not available for purposes of determining whether the employer is an applicable large employer.

55. I own a small business. How do I count the hours of my interns (both paid and unpaid) to determine whether or not my business is an applicable large employer subject to the Employer Shared Responsibility provisions?

To be subject to the Employer Shared Responsibility provisions for a calendar year, an employer must be an applicable large employer. To be an applicable large employer, an employer must have employed, during the previous calendar year, at least 50 full-time employees or a combination of full-time employees and part-time employees (referred to as full-time equivalent employees) that equals at least 50. Both to determine its number of full-time employees and to determine its number of full-time equivalent employees, an employer must determine the hours of service of each of its employees.

Under the final regulations for the Employer Shared Responsibility provisions, generally, an hour of service means each hour for which an employee is paid, or entitled to payment, for the performance of duties for the employer, and each hour for which an employee is paid, or entitled to payment, for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

For purposes of determining hours of service, interns are treated like all other employees. Therefore, under the general rule, an employee, including an intern, who receives no payment from an employer (for example, an unpaid intern) will not have any hours of service.

An employee, including an intern, who is paid, or entitled to payment, for the performance of duties (or for a period of time during which no duties are performed) will have hours of service. However, under the final regulations, an hour of service does not include any hour of service performed as a bona fide volunteer (as defined in the regulations) for a government entity or tax-exempt entity, as part of a Federal Work-Study Program (or a substantially similar program of a State or political subdivision thereof), or to the extent the compensation for services performed constitutes income from sources without the United States.

56. I own a business that is subject to the Employer Shared Responsibility provisions. How do I measure a particular employee's average hours worked if that employee works both for my company and another unrelated company? What if the employee works for two different subsidiaries under a parent corporation that forms a controlled group of companies?

Under the Employer Shared Responsibility provisions, common ownership and control "aggregation" rules apply for purposes of identifying the employer in computing an employee's hours of service. These are similar to rules that have applied to retirement plans for years. Under these rules, employers under common control are treated as a single employer so that an employee's hours of service for all the different employers are added together. In other words, an employee's hours of service for one member of a controlled group is treated as an hour of service for another member of the controlled group, for whom the individual is also an employee.

However, if an employee is employed by two employers that are not under common control and therefore are not treated as a single employer for purposes of the Employer Shared Responsibility provisions, an employee's hours of service for one of the employers are not treated as hours of service for the other employer.

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AI-60423 **Purchasing Department** **21. A. 1.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion on exploring the possible use of a Real Time On-line Auction Services Provider as an additional resource/option for Hidalgo County's current sale of tax foreclosure properties conducted by the county's delinquent tax collection firm.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact as this is just a discussion item at this time.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/23/2017 02:56 PM
Budget & Management	Veronica Ortiz	06/23/2017 03:01 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Marty Salazar Started On: 06/22/2017 05:23 PM

Final Approval Date: 06/23/2017

AI-60461 **Purchasing Department** **21. A. 2.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration, action and approval of 2nd Amendment to Letter of Engagement with Porter Hedges, LLP with regard to the scope of legal services, including but not limited to other professional & consulting services for New Courthouse Project as attached with details herein.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-419-40-125-035-0-730

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

G/F- NEW COURTHOUSE-BUILDINGS; funds available as of 6-23-17.

CALENDAR YEAR: 2017 **ACCT. #:** 7-1350-419-40-125-035-0-730

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

CO2016-NEW COURTHOUSE-BUILDINGS; funds available as of 6-23-17.

Attachments

2nd Amendment

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/23/2017 03:39 PM
Budget & Management	Veronica Ortiz	06/23/2017 03:41 PM
Ivan Cantu	Ivan Cantu	06/23/2017 03:55 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Darlene Betancourt Started On: 06/23/2017 02:18 PM

Final Approval Date: 06/23/2017

PORTER HEDGES LLP

John R. Hawkins
Partner
(713) 226-6621 Phone
(713) 226-6221 Fax
jhawkins@porterhedges.com

1000 Main Street, 36th Floor
Houston, Texas 77002-6341
(713) 226-6000 TEL
(713) 228-1331 FAX
porterhedges.com

June 13, 2017

Via Email: countyjudge@co.hidalgo.tx.us

The Honorable Ramon Garcia
County Judge
Hidalgo County, Texas
100 E. Cano Street, 2nd Floor
Edinburg, Tx 78539

Re: Second Amendment to Engagement as Special Counsel for Hidalgo County (Rev. 2)

Dear Judge Garcia,

This letter agreement, once duly executed, amends the engagement agreement between this Firm and Hidalgo County, Texas ("County") dated March 21, 2016 ("Engagement Agreement").

The County sought to confer with an expert on program management for advice and guidance in the County's negotiation of a contract with a program management firm for the new County Courthouse Project. The County asked the Firm to engage such an expert as a consultant to the Firm for the County's benefit. The Firm agreed to do so provided that the County timely reimburses the Firm for the services of this consultant. The consultant is the BPM Group, located in Houston, Texas. BPM Group charges and has charged $200 per hour for the services of BPM's principal, Mr. Bob Brooks, and BPM Group's professional associate, Mr. Dan Cervenak. BPM Group charges and has charged $80 per hour for services of their assistant.

Mr. Brooks, Mr. Cervenak and their assistant have provided program management consulting services for the benefit of the County at the request of the County. In addition, they are providing or may provide additional services for the benefit of the County going forward, as requested by the County. Their charges to date and charges going forward shall be paid to the Firm as a reimbursable expense.

This Firm has also provided, and will continue providing as requested by the County, the services of David D. Peden ($375.00 per hour), John R. Hawkins ($375.00 per hour), David C. Martin ($275.00 per hour), Pamella J. Ford ($190.00 per hour) and Carey A. Sakert ($210.00 per hour). Their charges to date and charges going forward shall be paid to the Firm.

All other terms of the Engagement Agreement and the First Amendment to the Engagement Agreement remain unchanged and in full force and effect.

To accept this Second Amendment to the Engagement Agreement, please take the steps necessary to have it approved and sign below where indicated signifying the County's agreement.

Sincerely,
PORTER HEDGES LLP



John R. Hawkins
Partner

The undersigned hereby agrees to the terms and conditions of this Second Amendment to the Engagement Agreement, its accompanying Memorandum of Engagement (*Rev. 1, March 21, 2016*) and the First Amendment on this ___ day of _____, 2017.

HIDALGO COUNTY, TEXAS

By:_____
[Signature]

_____
[Printed Name]

_____
[Title]

AI-60335 **Purchasing Department** **21. A. 3.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received and awarding to the vendor Valley Caliche Products submitting the bid lowest and best bid [using TxLGC 262.027(e)] to the County with approval of contract for the Request for Bid titled: Hidalgo County-"Type D Hot Mix Asphalt - Gravel (ONLY) through project No.: 2017-132-05-31-SGS.

BACKGROUND

1. 8 packets sent out, 4 Responses received;
2. Recommending award to Valley Caliche Products - closest to Precincts location. 1. Terms & Conditions -Exhibit A - Requirements and Other Terms and Conditions, page 2 of 4, Item 12 states:Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County. 2. Contract will commence upon approval of Commissioner's Court. 3. Contract document was reviewed & approved by Legal Counsel as to form.
3. Most advantageous bid to award based on Tx. LGC 262.027(e)

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-006-0-610

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Pct 2 - $92,464.20 as of 6/23/17

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-123-005-0-610

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Pct 3 - $33,933.04as of 6/23/17

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-123-005-0-710

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Pct 3 - $10,000.00 as of 6/23/17

CALENDAR YEAR: 2014 **ACCT. #:** 7-1200-431-00-124-007-0-610

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Pct 4 - $151,114.17 as of 6/23/17

Attachments

Recommendation
tabulation
Terms & Conditions #12
Participation
Analysis
Mix Design
Form 1295
Legal Approval
Contract

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/22/2017 11:26 AM
Budget & Management	Veronica Ortiz	06/22/2017 11:36 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Sandy Suarez		Started On: 06/19/2017 10:48 AM
Final Approval Date: 06/23/2017		

Zimbra **sandy.suarez@co.hidalgo.tx.us**

Fwd: RFB No.: 2017-135-05-31-SGS- Hidalgo County-"Type D Hot Mix Asphalt - Gravel (only) Tabulation, Bid responses & Mix Designs- Status on Recommendation

---

From : Saul Garcia <saul.garcia@co.hidalgo.tx.us> Wed, Jun 14, 2017 03:30 PM

Subject : Fwd: RFB No.: 2017-135-05-31-SGS- Hidalgo County-"Type D Hot Mix Asphalt - Gravel (only) Tabulation, Bid responses & Mix Designs- Status on Recommendation

To : sandy suarez <sandy.suarez@co.hidalgo.tx.us>

Please read below
Sent from my iPhone

Begin forwarded message:

From: Saul Garcia <saul.garcia@co.hidalgo.tx.us>
Date: June 14, 2017 at 3:28:29 PM CDT
To: oscar.gonzales3@co.hidalgo.tx.us
Subject: Re: RFB No.: 2017-135-05-31-SGS- Hidalgo County-"Type D Hot Mix Asphalt - Gravel (only) Tabulation, Bid responses & Mix Designs- Status on Recommendation

Sandy

Good afternoon! Pct 1 does not use this type of material. Pct 1 would like to defer to the precinct that uses this material. If you need a formal answer let me know.

Saul Garcia

Sent from my iPhone

On Jun 14, 2017, at 3:06 PM, Saul Garcia <saul.garcia@co.hidalgo.tx.us> wrote:

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: June 5, 2017

TO: **Hon. David Fuentes, Commissioner**
Hidalgo County Precinct No. 1
Attn: Amy Saenz-Smith / Mari Gutierrez

TO: **Hon. Joe M. Flores, Commissioner**
Hidalgo County Precinct No. 3
Attn: Saul Ramirez/ Norma Ceballos

TO: **Hon. Eduardo Cantu, Commissioner**
Hidalgo County Precinct No. 2
Attn: Armando Pompa / Yoli Cisneros

TO: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct No. 4
Attn: .Lulu Lucio/ Roman Rodriguez

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2017-135-05-31-SGS- Hidalgo County- "TYPE D HOT MIX ASPHALT - GRAVEL (Only)"

Enclosed you will find the Tabulation sheet and copies of the four Bid (4) responses received for the above referenced project. Please review and indicate your Recommendation and/or concerns below.

We would like to present your recommendation to Commissioner's Count Meeting. Please indicate your Recommendation/ Vendor Name or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us. Please return by Friday, June 09 , 2017 by 1:00 P.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please Indicate Awarded Vendor(s) Name Below.

Recommendation(s) / Vendor Name(s):	Indicate Reason (basis) (i.e. Sole bid, low bidder etc.)
TERRA FIRMA MATERIALS, INC.	LOW BIDDER
Comments/Concerns:	
BUDGET ACCOUNT #: 7-1200-431-00-122-006-0-610 (Varies based on projects)	

C. Pompa — ARMANDO POMPA — PCT 2 FIELD OPS — 6/6/17

Authorized Signature — Printed Name — Department — Date

Enclosures

Pct 2

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: June 5, 2017

TO: **Hon. David Fuentes, Commissioner**
Hidalgo County Precinct No. 1
Attn: Amy Saenz-Smith / Mari Gutierrez

TO: **Hon. Joe M. Flores, Commissioner**
Hidalgo County Precinct No. 3
Attn: Saul Ramirez/ Norma Ceballos

TO: **Hon. Eduardo Cantu, Commissioner**
Hidalgo County Precinct No. 2
Attn: Armando Pompa / Yoli Cisneros

TO: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct No. 4
Attn: .Lulu Lucio/ Roman Rodriguez

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2017-135-05-31-SGS- Hidalgo County- "TYPE D HOT MIX ASPHALT - GRAVEL (Only)"

Enclosed you will find the Tabulation sheet and copies of the four Bid **(4)** responses received for the above referenced project. Please review and indicate your Recommendation and/or concerns below.

We would like to present your recommendation to Commissioner's Count Meeting. Please indicate your Recommendation/ Vendor Name or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us. Please return by Friday, June 09 , 2017 by 1:00 P.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please Indicate Awarded Vendor(s) Name Below.

Recommendation(s) / Vendor Name(s):	**Indicate Reason (basis) (i.e. Sole bid, low bidder etc.)**
Valley Calcite Products	2nd lowest - Best Option due to cost analysis
Comments/Concerns:	
BUDGET ACCOUNT #: 7-1200-431-00-123-0050-610/710	

Joe M. Flores — Pct #3 — 6/13/17

Authorized Signature — Printed Name — Department — Date

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: June 5, 2017

TO: **Hon. David Fuentes, Commissioner**
Hidalgo County Precinct No. 1
Attn: Amy Saenz-Smith / Mari Gutierrez

TO: **Hon. Joe M. Flores, Commissioner**
Hidalgo County Precinct No. 3
Attn: Saul Ramirez/ Norma Ceballos

TO: **Hon. Eduardo Cantu, Commissioner**
Hidalgo County Precinct No. 2
Attn: Armando Pompa / Yoli Cisneros

TO: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct No. 4
Attn: .Lulu Lucio/ Roman Rodriguez

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2017-135-05-31-SGS- Hidalgo County- "TYPE D HOT MIX ASPHALT - GRAVEL (Only)"

Enclosed you will find the Tabulation sheet and copies of the four Bid (4) responses received for the above referenced project. Please review and indicate your Recommendation and/or concerns below.

We would like to present your recommendation to Commissioner's Count Meeting. Please indicate your Recommendation/ Vendor Name or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us. Please return by Friday, June 09 , 2017 by 1:00 P.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please Indicate Awarded Vendor(s) Name Below.

Recommendation(s) / Vendor Name(s):	Indicate Reason (basis) (i.e. Sole bid, low bidder etc.)
Ferra Firma	Low Bidder.
Valley Caliche	

Comments/Concerns: Best option due to distance from Pct. 4.

BUDGET ACCOUNT #: 7-1200-431-00-124-007-0-610

R Rodriguez	Roman Rodriguez	Road + Bridge	6/9/17
Authorized Signature	Printed Name	Department	Date

Enclosures

Pct 4

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: March 31, 2017	BID OPENING TIME: 9:30 A.M.
DESCRIPTION OF BID: "TYPE D HOT MIX ASPHALT – GRAVEL (ONLY)"	
BID NO: 2017-135-05-31-SGS	BUYER: Sandy Suarez

	NAME OF COMPANY/PLANT LOCATION	PRICE PER TON	TOTAL PRICE	
1	TERRA FIRMA MATERIALS, LLC 43530 W. Exp. 83	Gravel	Havana	44.25
2	VALLEY CALICHE PRODUCTS, INC. 3656 Iowa Rd/ 3 Mi line& Iowa Rd. W. Mission, TX. 78574	Gravel	Mission	44.78
3	UPPER VALLEY MATERIALS, LLC (CAPA) Penitas Plant - 801 W 3 Mi line / 3½ MI N. TOM Gill Rd.	Gravel	Penitas	46.00
4	FRONTERA MATERIALS, INC. La Joya Plant- 2. Mi N. of US 83 on FM 2221	Gravel	La Joya	48.50

Internal Use Only: Commodity Code: 745-11

supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

8 It is expressly understood and agreed that in case Hidalgo County should need **"TYPE D HOT MIX ASPHALT- GRAVEL"** and it's not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

9 **Term of Contract:** The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the *option to extend* the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

10 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

11 County shall have the right to exercise all or portion of the *Options to Extend* in any combination it deems necessary.

12 Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County

13 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action

14 Hidalgo County reserves the right to award to ONE or to MULTIPLE vendors, if the County determines it is in its best interest to do so.

15 Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

16 **All costs and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

17 After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

18 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

19 Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

20 Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

21 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: MAY 31, 2017 **BID OPENING TIME:** 9:30 A.M

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Sources, Programs and Entities) "TYPE D HOT MIX ASPHALT -GRAVEL (ONLY)"

BID NO: 2017-132-05-31-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Valley Caliche Attn: Mark Motheral	e-mail	Sandy Suarez	05/18/17	PO Box 1086 Mission, Tx 78573 581-2751 Fax: 585-6844 valleycaliche@aol.com
2.) Frontera Materials Inc. Attn: Barry M. Ehlinger	e-mail	Sandy Suarez	05/18/17	PO Box 1449 Elsa, Texas 316-8900 Fax: 316-8905 barry@fmitex.com
3.) Prime Vendor Attn: Katie Collier	e-mail	Sandy Suarez	05/18/17	Bids3@prime-vendor.com
4.) CAPA – UPPER VALLEY ~~Attn: Charlie Flores~~ Steve Boyd	e-mail	Sandy Suarez	~~05/18/17~~	7301 W. Expressway 83 Mission, Texas 78572 580-2502 Fax: 583-2086 sboyd@capatexas.com
5.) Virtual Builders Exchange Karen Sesters	EMRl	Sandy Suarez	05/18/17	4047 Naco Perrin, Ste 100 San Antonio, TX. 78217 P-210-564-6900 X 126 F-210-564-6902 Karen@virtualbx.com
8.) Prime Vendor, Inc. Ashley Reed	EMR	Sandy Suarez	05/18/17	4622 Cedar Ave. Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Work41@prime-vendor.com
6) International Materials LLC Attn: Javier Garza	EMR	Sandy Suarez	05/18/17	3408 N. Conway Mission, Texas 78574 956-240-1423 & 956-862-3701 fax 956-584-3206 internationalmats@at&t.net
7) Oniva Jacqueline Sessa	EMR	Sandy Suarez	05/18/17	509 Olive Way Seattle, WA. 98101 206.373.9150 jsessa@oniva.com

8) Terra Firma Materials Nicho	EMR	Sandy Suarez	05/18/17	9312 E. Curve Rd Edinburg, TX. 78542 O- 956.380-2897 F-956.380.4085 niuvone@ioccompany.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

Cost Calculation by Precinct

Pct # 1 - GRAVEL * DOES NOT UTILIZE

Vendor-1--UPPER VALLEY MATERIALS

	FUEL		MATERIALS		MANPOWER			Total Cost	DISTANCE	
Location: Penitas		Cost/	Qty	Unit	Time					Avg Cost
	Gallons	Gallon	Tons	Cost/Ton	Minutes	Cost/Hour	Hours	Aggregate	Miles	Per Mile
Miles Round Trip									85	
Material Tons			15	$ 46.00				$ 690.00		
Fuel Usage (Round Trip) Gallons	18	$ 1.60						$ 28.80		
Hourly Wage					94	$ 17.00	1.35	$ 22.95		
							TOTAL	$ 741.75		$ 8.73

Vendor-2--VALLEY CALICHE PRODUCTS

	Fuel		Materials			Manpower			Distance	
Location: Mission		Cost/	Qty	Unit	Time			Total Cost		Avg Cost
GEM PIT # 2	Gallons	Gallon	Tons	Cost/Ton	Minutes	Cost/Hour	Hours	Aggregate	Miles	Per Mile
Miles Round Trip									82	
Material Tons			15	$ 44.78				$ 671.70		
Fuel Usage (Round Trip) Gallons	18	$ 1.60						$ 28.80		
Hourly Wage					96	$ 17.00	1.5	$ 25.50		
							TOTAL	$ 726.00		$ 8.85

Vendor-3-- FRONTERA MATERIALS

	Fuel		Materials		MANPOWER				Distance	
Location: La Joya		Cost/	Qty	Unit	Time			Total Cost		Avg Cost
	Gallons	Gallon	Tons	Cost/Ton	Minutes	Cost/Hour	Hours	Aggregate	Miles	Per Mile
Miles Round Trip									84	
Material Tons			15	$ 48.50				$ 727.50		
Fuel Usage (Round Trip) Gallons	18	$ 1.60						$ 28.80		
Hourly Wage					92	$ 17.00	1.3	$ 22.10		
							TOTAL	$ 778.40		$ 9.27

Vendor-4-- TERRA FIRMA MATERIALS

	Fuel		Materials		MANPOWER				Distance	
Location: La Joya		Cost/	Qty	Unit	Time			Total Cost		Avg Cost
	Gallons	Gallon	Tons	Cost/Ton	Minutes	Cost/Hour	Hours	Aggregate	Miles	Per Mile
Miles Round Trip									95	
Material Tons			15	$ 44.25				$ 663.75		
Fuel Usage (Round Trip) Gallons	20	$ 1.60						$ 32.00		
Hourly Wage					118	$ 17.00	2	$ 34.00		
							TOTAL	$ 729.75		$ 7.68

$3.75 difference from Valley Cal.

Notes:

1.) When considering cost per mile the best option for Pct # 1 would seem to be TERRA FIRMA MATERIALS.

2.) The lowest number of miles from point A to point B is favorable to VALLEY CALICHE PRODUCTS.

3.) The lowest cost on the gravel for the same number of tons is also favorable to TERRA FIRMA

4.) If we consider only the cost per ton, the cost of $44.25 per ton favors TERRA FIRMA MAT.

Recommendation: Taking into consideration the total number of miles from point A to point B and the total cost on the gravel, the best option in this case would be VALLEY CALICHE PRODUCTS with $ 3.75 from TERRA FIRI

Cost Calculation by Precinct

Pct # 2 - GRAVEL *

Vendor-1--Upper Valley Materials

	Fuel		Materials		MANPOWER			Total Cost Aggregate	Distance	
Location: Penitas Plant		Cost/	Qty	Unit	Time				Miles	Avg Cost
	Gallons	Gallon	Tons	Cost/Ton	Minutes	Cost/Hour	Hours			Per Mile
Miles Round Trip									48	
Material Tons			15	$ 46.00				$ 690.00		
Fuel Usage (Round Trip) Gallons	7	$ 1.70						$ 11.90		
Hourly Wage					76	$ 19.28	1.25	$ 24.10		
							TOTAL	$ 726.00		$ 15.13

Vendor-2--Valley Caliche Products

	Fuel		Materials		MANPOWER			Total Cost Aggregate	Distance	
Location: Mission Pit		Cost/	Qty	Unit	Time				Miles	Avg Cost
	Gallons	Gallon	Tons	Cost/Ton	Minutes	Cost/Hour	Hours			Per Mile
Miles Round Trip									46	
Material Tons			15	$ 44.78				$ 671.70		
Fuel Usage (Round Trip) Gallons	6.6	$ 1.70						$ 11.22		
Hourly Wage					72	$ 19.28	1.25	$ 24.10		
							TOTAL	$ 707.02		$ 15.37

Vendor-3-- FRONTERA MATERIALS

	FUEL		MATERIALS		MANPOWER			Total Cost Aggregate	DISTANCE	
Location: La Joya Plant	Gallons	Cost/	Qty	Unit	Time	Cost/Hour	Hours		Miles	Avg Cost
		Gallon	Tons	Cost/Ton	Minutes					Per Mile
Miles Round Trip									52	
Material Tons			15	$ 48.50				$ 727.50		
Fuel Usage (Round Trip) Gallons	7.4	$ 1.70						$ 12.58		
Hourly Wage					80	$ 19.28	1.5	$ 28.92		
							TOTAL	$ 769.00		$ 14.79

Vendor-4-- TERRA FIRMA MATERIALS

	FUEL		MATERIALS		MANPOWER			Total Cost Aggregate	DISTANCE	
Location: La Joya Plant	Gallons	Cost/	Qty	Unit	Time	Cost/Hour	Hours		Miles	Avg Cost
		Gallon	Tons	Cost/Ton	Minutes					Per Mile
Miles Round Trip									58	
Material Tons			15	$ 44.25				$ 663.75		
Fuel Usage (Round Trip) Gallons	7	$ 1.70						$ 11.90		
Hourly Wage					92	$ 19.28	1.5	$ 28.92		
							TOTAL	$ 704.57		$ 12.15

$ 2.45 Difference from Valley Caliche Materials

Notes:

1.) **When considering cost per mile the best option for Pct # 2 would seem to be TERRA FIRMA MATERIALS.**

2.) **The lowest number of miles from point A to point B is favorable to VALLEY CALICHE MATERIALS.**

3.) **The lowest cost on the gravel for the same number of tons is also favorable to TERRA FIRMA MATERIALS.**

4.) **If we consider only the cost per ton, the cost of $44.25 per ton favors TERRA FIRMA MATERIALS.**

Recommendation: **Taking into consideration the total number of miles from point A to point B and the total cost on the gravel, the best option in this case would be VALLEY CALICHE PRODUCTS with A $ 2.45 difference from TERRA FIRMA**

Cost Calculation by Precinct

Pct # 3 - GRAVEL *

Vendor-1 UPPER VALLEY MATERIALS

	FUEL		MATERIALS		MANPOWER			DISTANCE		
Location: PENITAS	Gallons	Cost/ Gallon	Qty/ TONS	Unit Cost/Ton	Time minutes	Cost/Hour	Hours	Total Cost Aggregate	MILES	Avg Cost Per Mile
Miles Round Trip									12	
Material Tons			14	$ 46.00				$ 644.00		
Fuel Usage (Round Trip) Gallons	2.5	$ 1.70						$ 4.25		
Hourly Wage					18	$ 16.32	0.5	$ 8.16		
							TOTAL	$ 656.41		$ 54.70

Vendor-2 VALLEY CALICHE PRODUCTS

	FUEL		MATERIALS		MANPOWER			DISTANCE		
Location: Mission	Gallons	Cost/ Gallon	Qty Tons	Unit Cost/Ton	Time Minutes	Cost/Hour	Hours	Total Cost Aggregate	MILES	Avg Cost Per Mile
Miles Round Trip									9	
Material Tons			14	$ 44.78				$ 626.92		
Fuel Usage (Round Trip) Gallons	2	$ 1.70						$ 3.40		
Hourly Wage					12	$ 16.32	0.25	$ 4.08		
							TOTAL	$ 634.40		$ 70.49

Vendor-3 FRONTERA MATERIALS

	FUEL		MATERIALS		MANPOWER				Distance	
Location: La Joya	Gallons	Cost/ Gallon	Qty Tons	Unit Cost/Ton	Time Minutes	Cost/Hour	Hours	Total Cost Aggregate	MILES	Avg Cost Per Mile
Miles Round Trip									17	
Material Tons			14	$ 48.50				$ 679.00		
Fuel Usage (Round Trip) Gallons	5	$ 1.70						$ 8.50		
Hourly Wage					22	$ 16.32	0.5	$ 8.16		
							TOTAL	$ 695.66		$ 40.92

Vendor-4 TERRA FIRMA MATERIALS

	FUEL		MATERIALS		MANPOWER				Distance	
Location: Havana	Gallons	Cost/ Gallon	Qty Tons	Unit Cost/Ton	Time Minutes	Cost/Hour	Hours	Total Cost Aggregate	MILES	Avg Cost Per Mile
Miles Round Trip									**31**	
Material Tons			14	$ 44.25				$ 619.50		
Fuel Usage (Round Trip) Gallons	8	$ 1.70						$ 13.60		
Hourly Wage					45	$ 16.32	0.75	$ 12.24		
							TOTAL	$ 645.34		$ 20.82

$ 10.94 difference from Vallley Caliche

Notes:

1.) **When considering cost per mile the best option for Pct # 3 would seem to be TERRA FIRM MAT.**

2.) **The lowest number of miles from point A to point B is favorable to VALLEY CALICHE PRODUCTS**

3.) **The lowest cost on the gravel for the same number of tons is also favorable to TERRA FIRMA MATERIALS.**

4.) **If we consider only the cost per ton, the cost of $44.25 per ton favors TERRA FIRMA MATERIALS.**

Recommendation: **Taking into consideration the total number of miles from point A to point B and the Total cost of the gravel, the best option in this case would be VALLEY CALICHE PRODUCTS with $ 10.94 difference from TERRA FIRMA**

Cost Calculation by Precinct

Pct # 4 - GRAVEL - Does not utilize*

Vendor-1 UPPER VALLEY MATERIALS

	FUEL		MATERIALS		MANPOWER				Distance	
Location: Penitas		Cost/	Qty	Unit	Time			Total Cost		Avg Cost
	Gallons	Gallon	Tons	Cost/Ton	Minutes	Cost/Hour	Hours	Aggregate	Miles	Per Mile
Miles Round Trip									59	
Material Tons			15	$ 46.00				$ 690.00		
Fuel Usage (Round Trip) Gallons	15	$ 1.67						$ 25.05		
Hourly Wage					70	$ 21.52	1.25	$ 26.90		
							TOTAL	$ 741.95		$ 12.58

Vendor-2 VALLEY CALICHE MATERIAL

	FUEL		MATERIALS		MANPOWER				Distance	
Location: Mission		Cost/	Qty	Unit	Time			Total Cost		Avg Cost
	Gallons	Gallon	Tons	Cost/Ton	Minutes	Cost/Hour	Hours	Aggregate	Miles	Per Mile
Miles Round Trip									**56**	
Material Tons			**15**	**$ 44.78**				**$ 671.70**		
Fuel Usage (Round Trip) Gallons	12	**$ 1.67**						**$ 20.04**		
Hourly Wage					**70**	**$ 21.52**	**1.25**	**$ 26.90**		
							TOTAL	**$ 718.64**		**$ 12.83**

Vendor-3 FRONTERA MATERIALS

	FUEL		MATERIALS		MANPOWER				Distance	
Location: La Joya		Cost/	Qty	Unit	Time			Total Cost		Avg Cost
	Gallons	Gallon	Tons	Cost/Ton	Minutes	Cost/Hour	Hours	Aggregate	Miles	Per Mile
Miles Round Trip									60	
Material Tons			15	$ 48.50				$ 727.50		
Fuel Usage (Round Trip) Gallons	15	$ 1.67						$ 25.05		
Hourly Wage					76	$ 21.52	1.25	$ 26.90		
							TOTAL	$ 779.45		$ 12.99

Vendor-4 TERRA FIRMA MATERIALS

	FUEL		MATERIALS		MANPOWER				Distance	
Location: Havana		Cost/	Qty	Unit	Time			Total Cost		Avg Cost
	Gallons	Gallon	Tons	Cost/Ton	Minutes	Cost/Hour	Hours	Aggregate	Miles	Per Mile
Miles Round Trip									69	
Material Tons			15	$ 44.25				$ 663.75		
Fuel Usage (Round Trip) Gallons	15	$ 1.67						$ 25.05		
Hourly Wage					90	$ 21.52	1.5	$ 32.28		
							TOTAL	**$ 721.08**		$ 10.45

$ 2.44 difference from Valley Caliche

Notes:

1.) **When considering cost per mile the best option for Pct # 4 would seem to be TERRA FIRMA**

2.) **The lowest number of miles from point A to point B is favorable to VALLEY CALICHE MATERIALS**

3.) **The lowest cost on the gravel for the same number of tons is also favorable to TERRA FIRMA MATERIALS.**

4.) **If we consider only the cost per ton, the cost of $44.25 per ton favors TERRA FIRM MATERIAL**

Recommendation: **Taking into consideration the total number of miles from point A to point B and the total cost on the gravel, the best option in this case would be VALLEY CALICHE PROD. with $ 2.44 difference from Terra Firma Mat.**

OFFICE
Phone (956) 581-2751
Fax (956) 585-6844

HOT MIX PLANT
(956) 581-9709
BECK PIT SCALE
(956) 585-4441

VALLEY
CALICHE
PRODUCTS, INC. P.O. BOX 1086 MISSION, TX 78573-0017
Crushed Caliche & Construction Aggregates

June 8, 2017

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 S. Bus. Hwy 281
Edinburg, Texas 78539

RE: Hot Mix Asphaltic Concrete (Hot Mix) Mixture Design

Dear Ms. Suarez,

In response to your letter to Mr. Cory Thompson this morning, please review the responses listed below:

1. On the Mixture Design, the information that you have requested in not available and not applicable due to the fact that this information is only inserted when a specific job and location is designated for the material produced. For Hidalgo County, the projects will change on a daily or weekly basis.
   The "Sample ID" is specific for the sample taken to test on a specific job and date. The "Lot Number" pertains to the specific sample also, as does "Sampled By", "Sample Location", and Sample Date". The "Status", "County", Letting Date", "Controlling CSJ", "Area Engineer", "Project Manager", "Course/Lift", "Station", and "Dist. from CL" are all terms used by TxDOT for designating the exact TxDOT project the hot mix is being produced for and does not apply to the Hidalgo County hot mix bid discussed here.

2. The Spec. Year for the design submitted was 2004 because that was the most current TxDOT Standard Specification Book published at the time our hot mix design was produced. Since TxDOT updates their spec book approximately every ten (10) years, the only other spec book published by TxDOT is the 2014 Standard Specification Book. The Type "D" hot mix specifications were not changed in the 2014 spec book, so Valley Caliche Products, Inc. continued to use their current, proven hot mix design which met all of the specification requirements of the TxDOT 2014 Standard Specification Book for Type "D" hot mix.

3. The cover sheet for the hot mix design that we currently produce and that was submitted to Hidalgo County is attached. The Certified Level II HMA Specialist id Oscar H. Rodriguez, P.E., the owner of Rodriguez Engineering Laboratories in Austin, Texas.

We hereby certify that the "Hot Mix Asphaltic Concrete" that we propose to produce at our Mission, Texas plant for Hidalgo County shall meet the requirements of Type D, Hot Mix, in accordance with Item 341, Dense-Graded Hot-Mix Asphalt of the Texas Department of Transportation 2014 Standard Specification for Construction and Maintenance of Highways, Streets and Bridges. This is the most recent Standard Specification Manual from the Texas State Department of Transportation.

Valley Caliche Products, Inc. has successfully produced hot mix asphaltic concrete meeting these design criteria for numerous city, county and private development projects in the Rio Grande Valley for many years. The Texas Department of Transportation (TxDOT) and the Texas Hot Mix Asphalt Pavement Association Hot Mix Asphalt Center both agree that the only reason to ever re-design or update a proven hot mix asphalt design is if there is a change in the source of aggregate or a change in the source of the liquid asphalt. Once a hot mix asphalt design has been proven to meet all design and field application criteria, there is no need (or desire) to re-design or up-date the design. Valley Caliche Products, Inc. produces their own crushed gravel and sand for their hot mix and has retained the same suppliers for limestone and liquid asphalt for many years, which has yielded the proven, high quality hot mix design which we have submitted here.

If you have any questions regarding this submittal, or need any additional information, please contact me. As always, I appreciate your time on this matter.

Sincerely,

VALLEY CALICHE PRODUCTS, INC.

Mark Motheral
Certificate No. 641 – Level I A Plant Production Specialist
Certificate No. 452 – Level II Mix Design Specialist

Rodriguez
Engineering
Laboratories

April 13, 2005

Hot Mix Asphaltic Concrete Design

Performed for

Valley Caliche

RE05 0272

Spec: 340
Type: "D" Surface, PG64-22
2004 Spec.

Designed By

Oscar H. Rodriguez, P.E.
Level II Cert. No. 004

13809 Turbine Drive · Austin, TX 78728
(512) 251-4454 · Fax (512) 251-1380

TEXAS DEPARTMENT OF TRANSPORTATION

HMACP MIXTURE DESIGN : COMBINED GRADATION

Refresh Workbook

File Version: 12/09/04 11:12:14

SAMPLE ID:		SAMPLE DATE:	
LOT NUMBER:		LETTING DATE:	
STATUS:		CONTROLLING CSJ:	
COUNTY:		SPEC YEAR:	2004
SAMPLED BY:		SPEC ITEM:	
SAMPLE LOCATION:		SPECIAL PROVISION:	
MATERIAL:		MIX TYPE:	ITEM341_D_Fine_Surface
PRODUCER:	Valley Caliche Products, Inc.		
AREA ENGINEER:		PROJECT MANAGER:	

COURSE\LIFT:		STATION:		DIST. FROM CL:	

| | BIN FRACTIONS | | | | |

TEXAS DEPARTMENT OF TRANSPORTATION

HMACP MIXTURE DESIGN : MATERIAL PROPERTIES

File Version: 12/09/04 11:12:14

SAMPLE ID:		SAMPLE DATE:	
LOT NUMBER:		LETTING DATE:	
STATUS:		CONTROLLING CSJ:	
COUNTY:		SPEC YEAR:	2004
SAMPLED BY:		SPEC ITEM:	
SAMPLE LOCATION:		SPECIAL PROVISION:	
MATERIAL:		MIX TYPE:	ITEM341_D_Fine_Surface
PRODUCER:	Valley Caliche Products, Inc.		
AREA ENGINEER:		PROJECT MANAGER:	

COURSE\LIFT:		STATION:		DIST. FROM CL:	

	Bin No.1 = 20 %	Bin No.2 = 10 %	Bin No.3 = 18 %	Bin No.4 = 16 %	Bin No.5 = 22 %	Bin No.6 = 14 %	
Aggregate Source:	VCP	Border Pacific	VCP	VCP	Border Pacific	VCP	
Aggregate Number:							
Sample ID:	7/16" Crushed Gravel	7/16" Crushed Limestone	1/4" Grade 1	1/4" Grade 2	Screenings	Washed Sand	

Test Name	SiteManager Test Template	Test Method	Specification Requirement		Result	Sample ID	Result	Sample ID	Result	Sample ID	Result	Sample ID	Result	Sample ID	Result	Sample ID	Result	Sample ID
Stockpile																		
Decantation	Tx217	Tex-217-F	1.5	Max.	0.10		0.30		0.20			0.20	N/A		N/A			
Deleterious Mat'l	Tx217	Tex-217-F	1.5	Max.	0.00		0.00		0.00			0.00	N/A		N/A			
Surface Aggregate Classification	Tx4AgClas	Tex-438-A Tex-612-J		Min.	A		B		A			A	N/A		N/A			
Magnesium Sulfate Soundness	Tx411M	Tex-411-A	30	Max.	9.00		7.00		9.00			9.00	N/A		N/A			
LA Abrasion	Tx410	Tex-410-A	40	Max.	20.00		27.00		20.00			20.00	N/A		N/A			
Crushed Faces Count	Tx460	Tex-460-A	85	Min.	98.00		100.00		96.00			96.00	N/A		N/A			
Flakiness Index	Tx224	Tex-224-F		Max.									N/A		N/A			
Fine Aggregate																		
Bar Linear Shrinkage	Tx107	Tex-107-E	3	Max.									1.00					
Combined Aggregate																		
Sand Equivalent	Tx203	Tex-203-F	45	Min.									73.00					
User Defined Testing																		
Use this area to enter any test methods, speciafications & test result that apply to this material(s) but are not not listed above.																		

Remarks:

TEXAS DEPARTMENT OF TRANSPORTATION

HMACP MIXTURE DESIGN : WEIGH UP SHEET

File Version 12/09/04 11:12:14

SAMPLE ID:		SAMPLE DATE:	
LOT NUMBER:		LETTING DATE:	
STATUS:		CONTROLLING CSJ:	
COUNTY:		SPEC YEAR:	2004
SAMPLED BY:		SPEC ITEM:	
SAMPLE LOCATION:		SPECIAL PROVISION:	
MATERIAL:		MIX TYPE:	ITEM341_D_Fine_Surface
PRODUCER:	Valley Caliche Products, Inc.		
AREA ENGINEER:		PROJECT MANAGER:	

COURSE\LIFT:		STATION:		DIST. FROM CL:	

Aggregate Weight:	5,000.0	grams	% Asphalt by Weight of Aggregate:	0.0	grams
% Asphalt by Weight of Aggr:	0.0	grams			
Total Weight:	5,000.0	grams	(Valero PG 64-22) Asphalt to Add:	**0.0**	grams

INDIVIDUAL

			Bin No.1 = 20 %	Bin No.2 = 10 %	Bin No.3 = 18 %	Bin No.4 = 16 %	Bin No.5 = 22 %	Bin No.6 = 14 %				
Aggregate Source:			VCP	Border Pacific	VCP	VCP	Border Pacific	VCP				
Aggregate Number:												
Sample ID:			7/16" Crushed Gravel	7/16" Crushed Limestone	1/4" Grade 1	1/4" Grade 2	Screenings	Washed Sand		Total Weights	Individual Retained, %	Cumulative Retained, %
Sieve Size:			Aggregate Weight	Aggregate Weight	Aggregate Weight	Aggregate Weight	Aggregate Weight	Aggregate Weight				
Passing	-	Retained										
	-	3/4"	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3/4"	-	1/2"	10.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	0.2	0.2
1/2"	-	3/8"	300.0	25.0	0.0	5.0	0.0	0.0	0.0	330.0	6.6	6.8
3/8"	-	No. 4	670.0	425.0	200.0	210.0	5.0	0.0	0.0	1,510.0	30.2	37.0
No. 4	-	No. 8	15.0	25.0	450.0	510.0	145.0	0.0	0.0	1,145.0	22.9	59.9
No. 8	-	No. 30	0.0	10.0	240.0	55.0	540.0	0.0	0.0	845.0	16.9	76.8
No. 30	-	No. 50	5.0	0.0	5.0	5.0	145.0	35.0	0.0	195.0	3.9	80.7
No. 50	-	No. 200	0.0	5.0	0.0	5.0	130.0	595.0	0.0	735.0	14.7	95.4
No. 200	-	Pan	0.0	10.0	5.0	10.0	135.0	70.0	0.0	230.0	4.6	100.0
Totals			1,000.0	500.0	900.0	800.0	1,100.0	700.0	0.0	**5,000.0**		

CUMULATIVE

			Bin No.1 = 20 %	Bin No.2 = 10 %	Bin No.3 = 18 %	Bin No.4 = 16 %	Bin No.5 = 22 %	Bin No.6 = 14 %		
Running Total:										
Aggregate Source:			VCP	Border Pacific	VCP	VCP	Border Pacific	VCP		
Aggregate Number:										
Sample ID:			7/16" Crushed Gravel	7/16" Crushed Limestone	1/4" Grade 1	1/4" Grade 2	Screenings	Washed Sand		Total Weights
Sieve Size:			Aggregate Weight	Aggregate Weight	Aggregate Weight	Aggregate Weight	Aggregate Weight	Aggregate Weight		
Passing	-	Retained								
	-	3/4"	0.0	1,000.0	1,500.0	2,400.0	3,200.0	4,300.0		0.0
3/4"	-	1/2"	10.0	1,000.0	1,500.0	2,400.0	3,200.0	4,300.0		10.0
1/2"	-	3/8"	310.0	1,025.0	1,500.0	2,405.0	3,200.0	4,300.0		340.0
3/8"	-	No. 4	980.0	1,450.0	1,700.0	2,615.0	3,205.0	4,300.0		1,850.0
No. 4	-	No. 8	995.0	1,475.0	2,150.0	3,125.0	3,350.0	4,300.0		2,995.0
No. 8	-	No. 30	995.0	1,485.0	2,390.0	3,180.0	3,890.0	4,300.0		3,840.0
No. 30	-	No. 50	1,000.0	1,485.0	2,395.0	3,185.0	4,035.0	4,335.0		4,035.0
No. 50	-	No. 200	1,000.0	1,490.0	2,395.0	3,190.0	4,165.0	4,930.0		4,770.0
No. 200	-	Pan	1,000.0	1,500.0	2,400.0	3,200.0	4,300.0	5,000.0		5,000.0
	-									

Remarks:

TEXAS DEPARTMENT OF TRANSPORTATION

HMACP MIXTURE DESIGN : BULK GRAVITY

File Version: 12/09/04 11:12:14

SAMPLE ID:		SAMPLE DATE:	
LOT NUMBER:		LETTING DATE:	
STATUS:		CONTROLLING CSJ:	
COUNTY:		SPEC YEAR:	2004
SAMPLED BY:		SPEC ITEM:	
SAMPLE LOCATION:		SPECIAL PROVISION:	
MATERIAL:		MIX TYPE:	ITEM341_D_Fine_Surface
PRODUCER:	Valley Caliche Products, Inc.		
AREA ENGINEER:		PROJECT MANAGER:	

COURSE\LIFT:		STATION:		DIST. FROM CL:	

	Bin No.1 = 20 %	Bin No.2 = 10 %	Bin No.3 = 18 %	Bin No.4 = 16 %	Bin No.5 = 22 %	Bin No.6 = 14 %	
Aggregate Source:	VCP	Border Pacific	VCP	VCP	Border Pacific	VCP	
Aggregate Number:							
Sample ID:	7/16" Crushed Gravel	7/16" Crushed Limestone	1/4" Grade 1	1/4" Grade 2	Screenings	Washed Sand	

Sieve Size: Passing	-	Retained	Individual Ret., %	Bulk SG	Individual Ret., %	Bulk SG	Individual Ret., %	Bulk SG	Individual Ret., %	Bulk SG	Individual Ret., %	Bulk SG	Individual Ret., %	Bulk SG	Individual Ret., %	Bulk SG
	-	3/4"														
3/4"	-	1/2"	1.1													
1/2"	-	3/8"	30.0		4.8				0.4							
3/8"	-	No. 4	67.0		85.1		22.1		26.4		0.3					
No. 4	-	No. 8	1.5		5.5		50.0		63.6		13.5		0.1			
No. 8	-	No. 30	0.1		1.7		26.7		6.9		48.8		0.1			
No. 30	-	No. 50	0.1		0.3		0.5		0.6		13.5		4.7			
No. 50	-	No. 200	0.1		0.5		0.1		1.1		11.7		85.1			
No. 200	-	Pan	0.1		2.1		0.6		1.0		12.2		10.0			
Totals			100.0		100.0		100.0		100.0		100.0		100.0			

Combined Bulk Specific Gravity:		Specific Gravity of Asphalt:	**1.032**

Remarks:

TEXAS DEPARTMENT OF TRANSPORTATION

HMACP MIXTURE DESIGN : SUMMARY SHEET

File Version: 09/25/01 14:11:54

SAMPLE ID:	05-0272	SAMPLE DATE:	
LOT NUMBER:		LETTING DATE:	
STATUS:		CONTROLLING CSJ:	
COUNTY:		SPEC YEAR:	2004
SAMPLED BY:		SPEC ITEM:	
SAMPLE LOCATION:		SPECIAL PROVISION:	
MATERIAL:		MIX TYPE:	Type_D
PRODUCER:	Valley Caliche Products, Inc.		
AREA ENGINEER:		PROJECT MANAGER:	

COURSE\LIFT:		STATION:		DIST. FROM CL:	

Target Density:	**96**	Percent

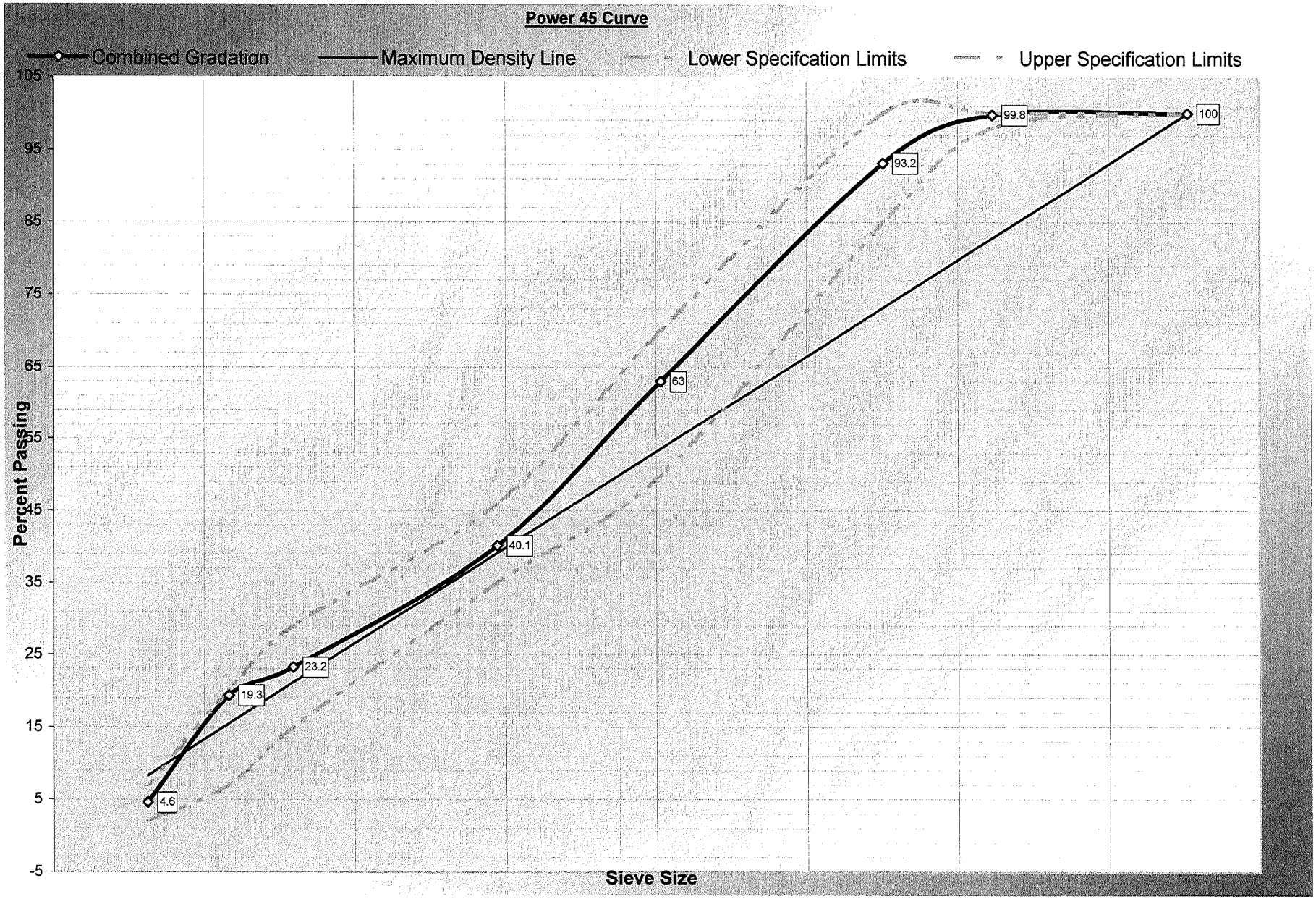
								Static Creep		
Asphalt Content (%)	Spec. Grav. Of Specimen (Ga)	Max. Spec. Grav. (Gr)	Effective Grav. (Ge)	Theo. Max. Sp. Gr. (Gt)	Density from Gt (Percent)	VMA (Percent)	Hveem Stability (%)	Creep Stiffness (psi)	Perm. Strain X1000 (in/in)	Slope of SS Curve X 10^9 (in/in/Sec)
3.50	2.309	2.502	2.638	2.504	92.2	15.6	41			
4.50	2.344	2.473	2.647	2.468	95.0	15.2	44			
5.50	2.374	2.424	2.631	2.432	97.6	15.0	38			
6.50	2.378	2.401	2.645	2.398	99.2	15.8	25			
7.50	2.359	2.366	2.643	2.365	99.7	17.4	TO LOW			

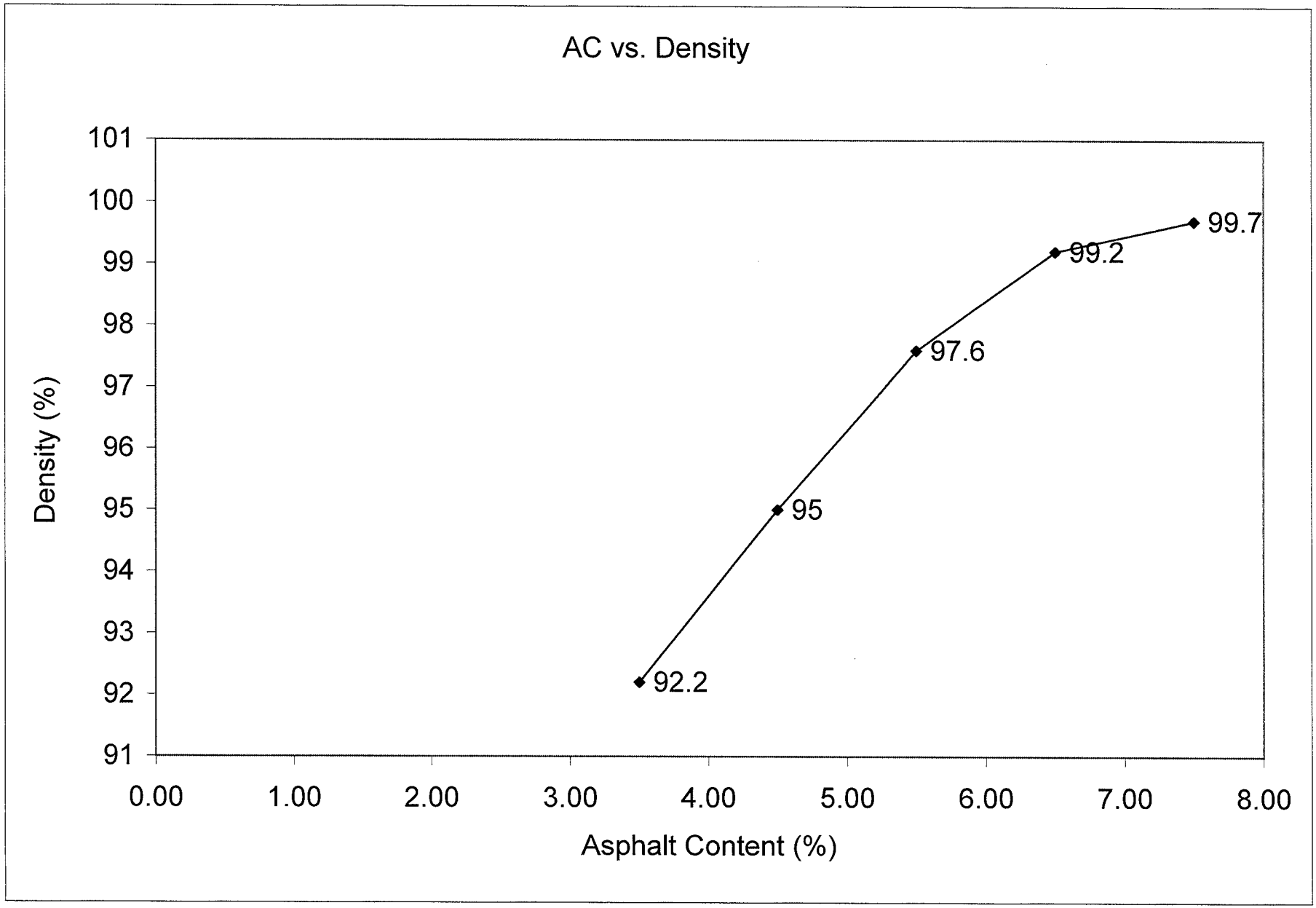
Effective Specific Gravity:	2.641

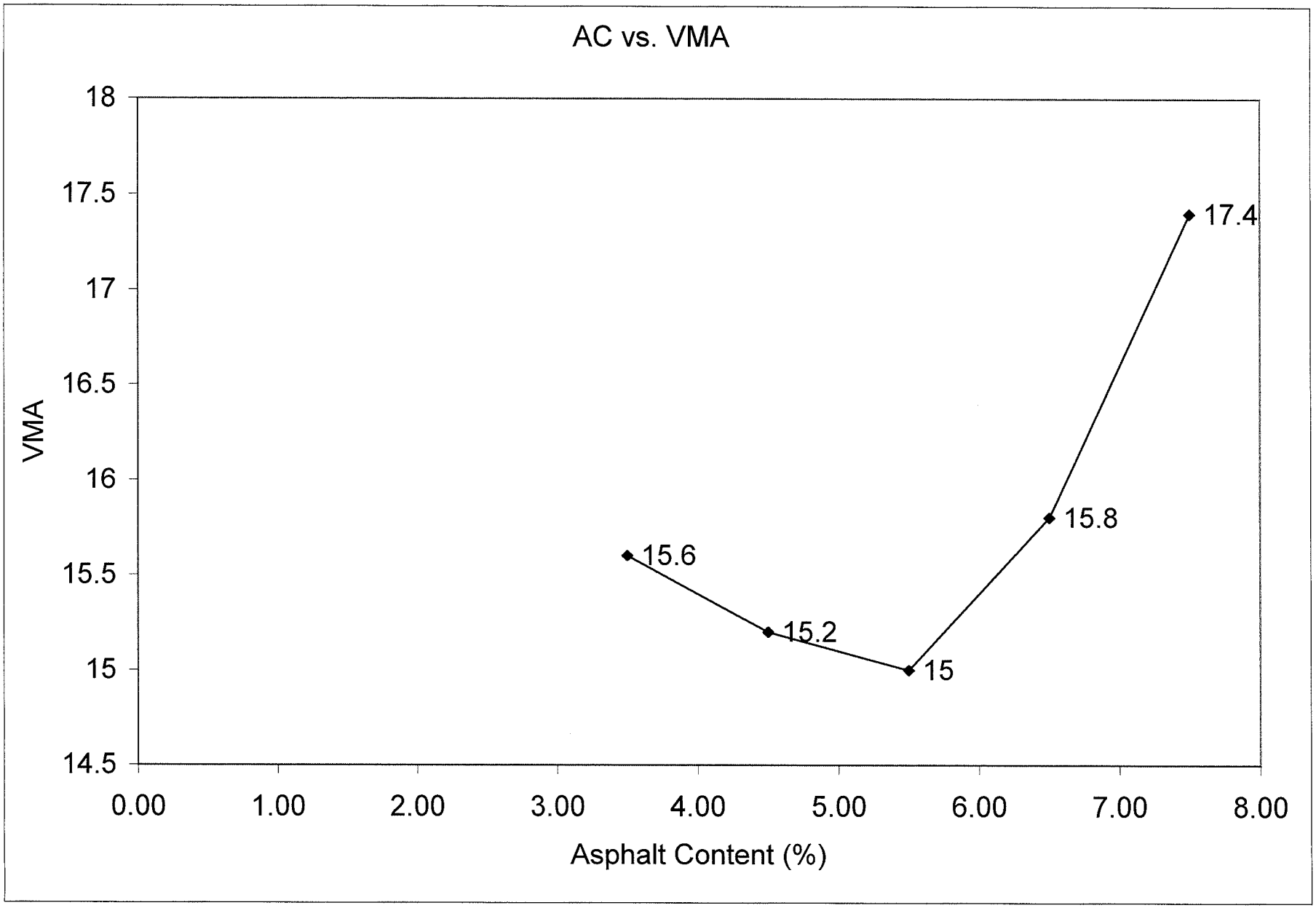
Optimum Asphalt Content:	**4.9**
VMA @ Optimum AC:	**15.1**

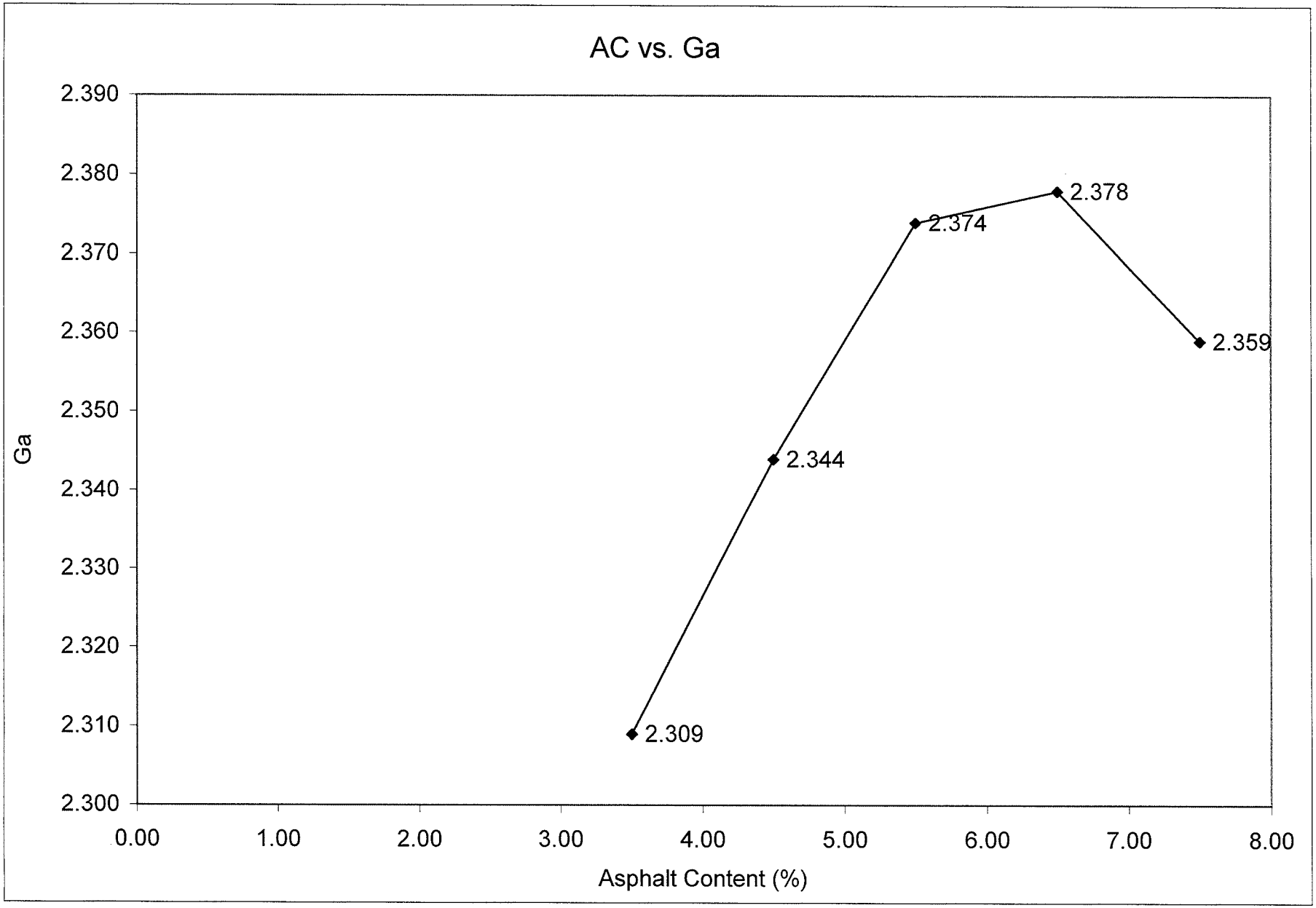
Interpolated Values	
Specific Gravity (Ga):	**2.355**
Max. Specific Gravity (Gr):	**2.454**
Theo. Max. Sp. Gr. (Gt):	**2.453**

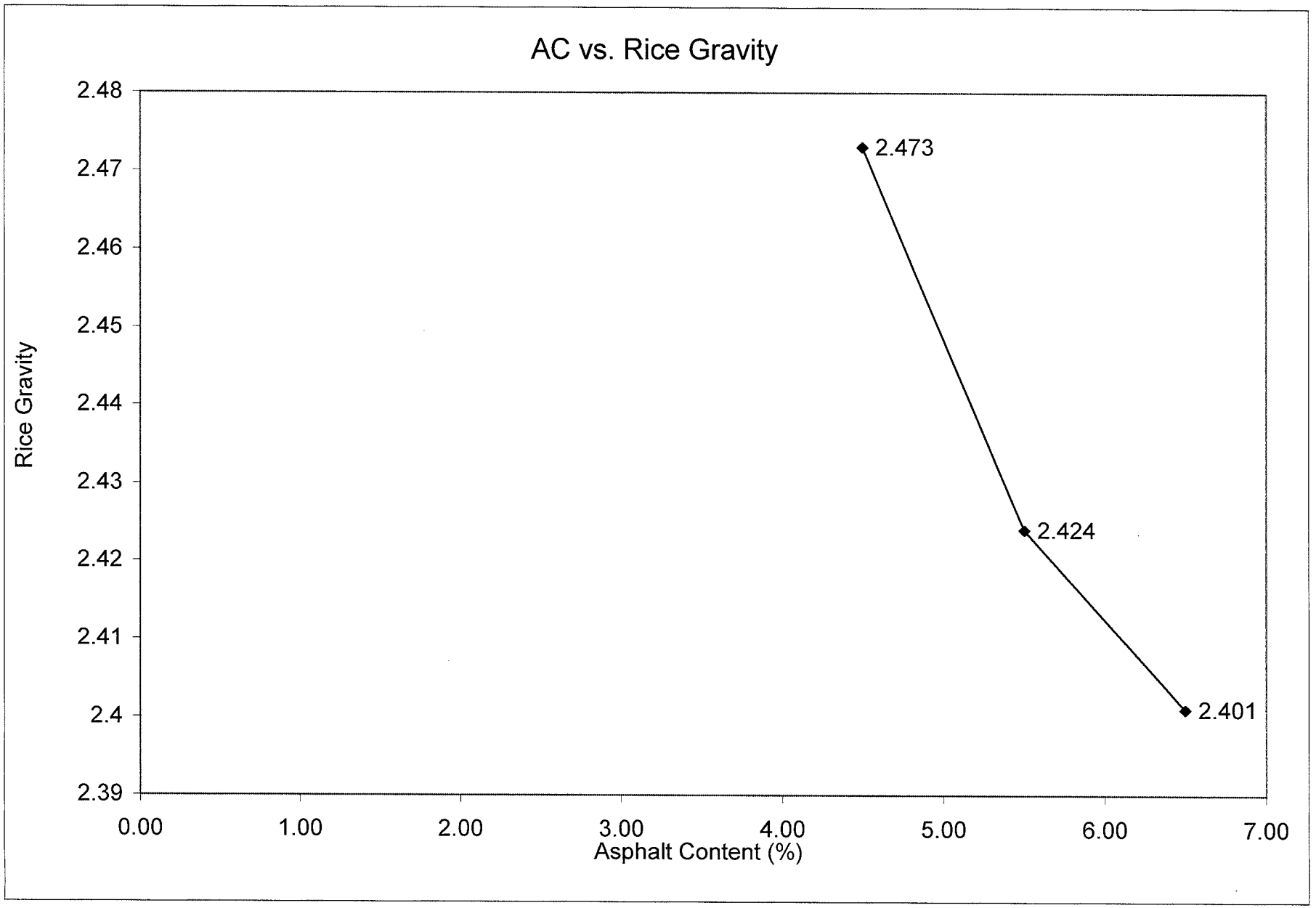
Remarks:


Power 45 Curve
Combined Gradation
Maximum Density Line
Lower Specifcation Limits
Upper Specification Limits
105
95
85
75
65
55
45
35
25
15
5
-5
Percent Passing
Sieve Size
4.6
19.3
23.2
40.1
63
93.2
99.8
100


AC vs. Density
Density (%)
101
100
99
98
97
96
95
94
93
92
91
0.00
1.00
2.00
3.00
4.00
5.00
6.00
7.00
8.00
Asphalt Content (%)
92.2
95
97.6
99.2
99.7


AC vs. VMA
18
17.5
17
16.5
16
15.5
15
14.5
VMA
0.00
1.00
2.00
3.00
4.00
5.00
6.00
7.00
8.00
Asphalt Content (%)
15.6
15.2
15
15.8
17.4


AC vs. Ga
Ga
2.390
2.380
2.370
2.360
2.350
2.340
2.330
2.320
2.310
2.300
0.00
1.00
2.00
3.00
4.00
5.00
6.00
7.00
8.00
Asphalt Content (%)
2.309
2.344
2.374
2.378
2.359


AC vs. Rice Gravity
Rice Gravity
2.48
2.47
2.46
2.45
2.44
2.43
2.42
2.41
2.4
2.39
2.473
2.424
2.401
0.00
1.00
2.00
3.00
4.00
5.00
6.00
7.00
Asphalt Content (%)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-212049

Date Filed:
05/23/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Valley Caliche Products Inc.
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2017-132
Type D Hotmix Asphalt

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

IRMA P. PRICE
Notary Public, State of Texas
My Commission Expires
August 07, 2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said CORY THOMPSON, this the 23RD day of MAY, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	IRMA P. PRICE	NOTARY PUBLIC

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-212049

Date Filed:
05/23/2017

Date Acknowledged:
06/16/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Valley Caliche Products Inc.
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2017-132
Type D Hotmix Asphalt

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve as to form Contract#C-17-132-06-27-Valley Caliche Products Inc-(Gravel Only)-HC

From : Steve Crain <scrain@atlashall.com> Tue, Jun 20, 2017 07:53 AM

Subject : RE: Review & Approve as to form Contract#C-17-132-06-27-Valley Caliche Products Inc-(Gravel Only)-HC

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, June 19, 2017 4:32 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>; Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>; Dina Trevino <dina.trevino@co.hidalgo.tx.us>
Subject: Review & Approve as to form Contract#C-17-132-06-27-Valley Caliche Products Inc-(Gravel Only)-HC

Good afternoon, Mr. Crain-
Please review and approve as to form contract # **C-17-132-06-27** with **Valley Caliche Products Inc**. for the purpose of awarding bid/contract for: **Type D Hot Mix Asphalt (Gravel Only)** for **Hidalgo County.**

*Note: will be placed on our next CC agenda for final approval.

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

REQUIREMENTS AGREEMENT
C-17-132-06-27

THIS AGREEMENT (the "Agreement") is entered into as of the **27th** day of **June, 2017** by and between **Valley Caliche Products, Inc.** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **Type D Hot Mix –[GRAVEL ONLY]**, as further described in Exhibit "A" the Request for Bid (RFB) Procurement Packet, which is attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year for **Precincts 1-2-3-4**;

WHEREAS, Seller has submitted a bid to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain Products, as described herein.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer the **Type D Hot Mix –[GRAVEL ONLY]** (the "Product") listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year**, with the Buyer's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This agreement shall commence on **June 27, 2017** and expires on **June 26, 2018** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law,

ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
100 East Cano, 2nd Floor (Admin. Bldg.)
Edinburg, Texas 78539

If to Seller:
Valley Caliche Products, Inc.
Attn: Cory Thompson, Vice President
3656 Iowa Road / 3 Mile Line Iowa Road West
Mission, Texas 78574

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) 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 provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

p. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

q. **Nondiscrimination:** Seller, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), 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 in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: _____, 2017.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
VALLEY CALICHE PRODUCTS, INC.

By:_____

Printed Name: Cory Thompson

Title: Vice President

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

May 18, 2017

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Bids –"TYPE D HOT MIX ASPHALT – GRAVEL (ONLY"
RFB Bid No: 2017-132-05-31-SGS

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4860.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR BIDS (RFB)
HIDALGO COUNTY
(all funding sources, programs & entities)
"TYPE D HOT MIX ASPHALT- GRAVEL (ONLY)"
RFB NO: 2017-132-05-31-SGS

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter	1
2.	Table of Contents	1
3.	Request for Bid, Legal Notice	8
4.	Exhibit A, Specifications	4
5.	Exhibit B, Bid Page	1
6.	Exhibit C, Insurance Requirements	4
7.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	2
8.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
9.	Exhibit F, Certification Regarding Debarment	1
10.	Exhibit G, Title VI Appendices "A" through "E"	6
10.	RFB Submittal Checklist	1
11.	Draft Contract	8

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

05/18/17
Date

Revised 09/13/16

REQUEST FOR BIDS

HIDALGO COUNTY
"TPE D HOT MIX ASPHALT - GRAVEL (ONLY)

BID OPENING DATE

MAY 31, 2017

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY-"TYPE D HOT MIX ASPHALT – GRAVEL (ONLY)"** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.:2017-132-05-31-SGS"-HIDALGO COUNTY"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MAY 31, 2017. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB NO.: 2017-132-05-31-SGS-"HIDALGO COUNTY-"TYPE D HOT MIX ASPHALT - GRAVEL (ONLY)".** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, and life cycle, warranties, and customer service after a sale.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

      Hidalgo County Purchasing Department
      Martha L. Salazar, Purchasing Agent
      (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:
    - Invoices must include:
      a) Name and address of successful bidder
      b) Name and address of receiving department or official
      c) Purchase Order Number (if any)

d) Notation - **"HIDALGO COUNTY -"TYPE D HOT MIX ASPHALT - GRAVEL (ONLY)".**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Bus Hwy 281
Edinburg, TX 78542
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	MAY 31, 2017
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____, 2017

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications

19. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

21. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit E, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement

applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-132), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

24. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the bid;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

26. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be

entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

29. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"TYPE D HOT MIX ASPHALT - GRAVEL (ONLY)"
BID NO.: 2017-132-05-31-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"TYPE D HOT MIX ASPHALT-GRAVEL (ONLY)"

BID NO.: 2017-132-05-31-SGS

PROJECT OVERVIEW:

Hidalgo County is seeking an annual contract with a qualified vendor(s), to supply "Type D Hot Mix Asphalt – Gravel (Only)". All purchases will be on an **"as needed basis"** only and shall conform to the TxDot Standard Specifications adopted in 2014, for Item 341, Dense-Grade Hot Mix Asphalt. As per Specifications / Requirements stated here in, but not limited to the following.

SCOPE:

This item shall govern the furnishing and loading of Type "D" HMAC-GRAVEL.

MATERIAL AND DESIGN:

1. The material and production shall be in accordance to TxDOT 2014 Standard Specifications for Item 341 "Dense-Graded Hot Mix Asphalt".

2. The Coarse Aggregate, shall be Gravel

3. Recycled Asphalt Pavement (RAP) or Recycled Asphalt Shingles (RAS) will not be allowed in the Mix Design.

4. The Asphalt Binder Content shall be 5% (+/- 0.2). The Mix shall be designed by a Certified Level II HMA Specialist and noted on the Mixture Design.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1 It is intended that the amount of "**TYPE D HOT MIX ASPHALT-GRAVEL**" needed by Hidalgo County will be purchased on an "**as needed basis**". It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 The **COMPLETE** Mixture Design (Combined Gradation, Material Properties and Summary Sheet) shall be included in the bid package.

3 BID PRICE SHALL BE PER TON

4 Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site.

5 When requested, samples shall be furnished free of expense to Hidalgo County.

6 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

7 In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material

supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

8 It is expressly understood and agreed that in case Hidalgo County should need **"TYPE D HOT MIX ASPHALT- GRAVEL"** and it's not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

9 **Term of Contract:** The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the *option to extend* the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

10 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

11 County shall have the right to exercise all or portion of the *Options to Extend* in any combination it deems necessary.

12 Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County

13 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action

14 Hidalgo County reserves the right to award to ONE or to MULTIPLE vendors, if the County determines it is in its best interest to do so.

15 Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

16 **All costs and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

17 After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

18 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

19 Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

20 Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

21 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned

by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

22 The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases Might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the

Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

- Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, TUESDAY, MAY 23, 2017 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **WEDNESDAY, MAY 25, 2017 by 12:00 P.M.**

HIDALGO COUNTY EXHIBIT "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT – GRAVEL (ONLY)"
BID NO.: 2017-132-05-31-SGS
BID PAGE

HMA- shall be in accordance to TxDOT 2014 Standard Specifications, for Item 341 "Dense-Graded Hot Mix Asphalt". As per Specifications (Exhibit A) and shall not contain RAP or RAS.

BID PRICE PER TON- (GRAVEL): $_____

PHYSICAL LOCATION OF PIT(S): _____

_____

_____

_____

_____

Internal use only- Commodity Code: 745-21 Asphaltic Concrete Hot Laid including Bituminous Materials

BIDDERS INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURED

INSURER A:

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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS - COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____
Signature of vendor doing business with the governmental entity

_____
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt ☐ Black American ☐ Hispanic American ☐ Asian Pacific American ☐ Native American ☐ Women ☐ Other **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application 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 government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR BIDS
TYPE D HOT MIX ASPHALT – GRAVEL (ONLY)

RFB No.: 2017-132-05-31-SGS

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" -Acknowledgement forms

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) (see number 2 of Legal Notice).

EXHIBIT “B”

BID PAGE

HIDALGO COUNTY EXHIBIT "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT – GRAVEL (ONLY)"
BID NO.: 2017-132-05-31-SGS
BID PAGE

HMA- shall be in accordance to TxDOT 2014 Standard Specifications, for Item 341 "Dense-Graded Hot Mix Asphalt". As per Specifications (Exhibit A) and shall not contain RAP or RAS.

BID PRICE PER TON- (GRAVEL): $ 44.78 PER TON F.O.B. PLANT. FORTY-FOUR DOLLARS AND SEVENTY-EIGHT CENTS PER TON. F.O.B. PLANT.

PHYSICAL LOCATION OF PIT(S): 3656 IOWA ROAD. MISSION, TX 78574

SOUTH ON IOWA ROAD FROM THE INTERSECTION OF F.M. 1924 (THREE-MILE-LINE) AND IOWA ROAD.

Internal use only- Commodity Code: 745-21 Asphaltic Concrete Hot Laid including Bituminous Materials

BIDDERS INFORMATION

BIDDER/COMPANY NAME: VALLEY CALICHE PRODUCTS, INC.

ADDRESS: P.O. BOX 1086

CITY/STATE/ZIP: MISSION, TEXAS 78573

PHONE NO/FAX NO: (956) 581-2751 (956) 585-6844

CELL PHONE NO:

E-MAIL ADDRESS: valleycaliche@aol.com

AUTHORIZED SIGNATURE:

TITLE: VICE PRESIDENT

OPENED
9:16 5-31-17

Witnessed

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/19/2017

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 have ADDITIONAL INSURED provisions or 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

American Casualty Insurance Agency
111 W 6th St

Taylor TX 76574

CONTACT NAME: Pam Baer
PHONE (A/C, No, Ext): (956) 423-1147 **FAX (A/C, No):** (512) 973-8754
E-MAIL ADDRESS: Pam.Baer@acitx.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CHARTER OAK FIRE INSURANCE CO.	25615
INSURER B : TEXAS MUTUAL INSURANCE COMPANY	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Valley Caliche Products, Inc.
PO Box 1086

Mission TX 78573

COVERAGES **CERTIFICATE NUMBER:** **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			660-7G99139A	03/01/2017	03/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA-7G99139A	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0012396501	05/11/2017	05/11/2018	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2802 South Bus. Highway 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



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AI-60433 **Purchasing Department** **21. B. 1.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: David Fuentes, COMM. PCT. #1

Submitted By: Noemi De Los Rios, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval of the following wth Asago Construction contractor vendor for FEMA Road & Drainage Improvements - Mile 8 North Road as submitted by project engineer LeFevre Engineering [C-16-361-11-01].
A. Ratification of Change Order No. 1 as recommended by LeFevre Engineering with increase of fourteen (14) calendar/working days.
B. Approval of Certificate of Substantial Completion as submitted by Asago Construction contracted vendor for FEMA Road & Drainage Improvements for project Mile 8 North Road.
C. Acceptance and approval of Application for Payment No. 2 (Final) in the amount of $81,851.59 as submitted by Asago Construction contracted vendor for FEMA Road & Drainage Improvements for Mile 8 North Road as certified by project engineer LeFevre Engineering under Contract# [C-16-361-11-01].

BACKGROUND

PCT.# 1 FEMA Road & Drainage Improvements - Mile 8 North Road.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1280-431-00-121-808-5-721

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** Y

BUDGETARY IMPACT:

Pct. 1 FEMA
REQ# 310264 PO# 753759
[C-16-361-11-01]

Attachments

Change Order No. 1 - Asago Const. (Mile 8 N. Rd.)
Cert. of Substantial Const. - Asago Const. (Mile 8 N. Rd.)
Appl. for Pmt. No. 2 Final - Asago Const. (Mile 8 N. Rd.)

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Noemi De Los Rios Started On: 06/23/2017 09:58 AM

Final Approval Date: 06/23/2017

CHANGE ORDER NUMBER ONE (1)

Project: Hidalgo County Precinct No. 1 - FEMA Road and Drainage Improvements- Mile 8 North Road

DATE OF ISSUANCE: 24-May-17 EFFECTIVE DATE: _____

OWNER: Hidalgo County Precinct No. 1
OWNER'S CONTRACT NO: C-16-361-11-01

CONTRACTOR: Asago, LLC dba Asago Construction
2113 Pecos Street
Mission, TX 78572

ENGINEER: LeFevre Engineering
612 Nolana, Suite 520
McAllen, Texas 78572

You ar directed to make the following changes in the Contract Documents.

Description: 1. Increase 14 days of contract time (see attatched justification)

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ $168,377.57		Original Contract Time for Final Completion:	90 calendar days or dates
Net Changes from previous Change Order $ 0		Net Change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 168,377.57		Contract Time prior to this Change Order Substantial Completion:	60 calendar days or dates
Net Increase(increase) of this Change Order $ 0		Net Increase of this Change Order	14 calendar days
Contract Price with all approved Change Orders $ 168,377.57	Net % **increase**(decrease)from original contract price. 0.00%	Contract Time with all approved Change Orders Final Completion:	104 calendar days or dates

RECOMMENDED:

By: _____, P.E.
Enigineer (Authorized Signature)

Date: May 24,2017

APPROVED:

By: _____
Owner (Authorized Signature)

Date: 05/24/17

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: 5/24/17

Exhibit E-B

Hidalgo County Judge

By

Date

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

June 20, 2017

Mr. Jorge Pena
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave. Ste. 101
Weslaco, Texas 78599

Re: Hidalgo County Precinct No. 1 – FEMA Road & Drainage Improvements: Mile 8 North
Contract Time Justification
LEMC No. P-198

Dear Mr. Pena,

Asago Construction submitted a letter, dated May 24, 2017 requesting 14 additional days to their contract. The letter included a breakdown of the days being justified by holidays, rain days, wet days, and the time of completion.

LeFevre Engineering & Management Consulting, LLC (LEMC) is in agreement with the days requested by Asago Construction. A zero-dollar change order for 14 additional days was already been submitted on May 24, 2017, and these letters will serve as back up for justification.

If you have any further questions, please feel free to call me at 956-687-5362.

Sincerely,

Richard LeFevre, P.E.
LeFevre Engineering & Management Consulting, LLC
President

ASAGO CONSTRUCTION
MISSION, TX

2112 S. Shary Rd. # 17
Mission, TX 78572
956-607-0741
956-585-7040 fx
asago@rgv.rr.com

May 24th, 2017

Mr. Hector Moreno
LeFevre Engineering
612 W. Nolana Ave
McAllen, TX 78504

RE: Hidalgo Co. Pct. No. 1 – FEMA Mile 8 North Road Improvements
Contract No.: C-16-361-11-01
P.O.: 753759

Request for Change Order
Additional Contract Days

Mr. Moreno,

We would like to request 14 calendar days be added to the contract for the following reasons:

2 Official Hidalgo County Holidays: 2/20 and 4/14, testing was not available on Holidays and work was delayed on these days.
7 Rain/Wet Days: 3/9-13, 4/13 & 4/18 (Too dangerous to work)
5 County Inspection: All work was completed on 5/19; however, County forces were available for Final Inspection and approval until 5/24.

14 Total Contract Days

If you have any questions or with you would like to further discuss this, please call me at (956) 607-0741.

Best Regards,

Raul Iglesias, Partner

Certificate of Substantial Completion

PROJECT: FEMA Road & Drainage Improvements: Mile 8 North Road

PROJECT NUMBER: C-16-361-11-01

OWNER: Hidalgo County **HIDALGO COUNTY PRECINCT NO. 1**

CONTRACTOR: Asago LLC, dba Asago Construction

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

LeFevre Engineering & Management Consulting, LLC — Engineer

By

May 24, 2017 — Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ N/A .

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by N/A .
Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at ____ am/pm on N/A .
Date

Hidalgo County Pct. 1 — Owner

By

05/24/17 — Date

APPLICATION FOR PAYMENT NO. 2 & FINAL

To: **HIDALGO COUNTY** (OWNER)
From: **ASAGO LLC, dba ASAGO CONSTRUCTION** (CONTRACTOR)
Contract: **C-16-361-11-01**
Project: **Hidalgo County Precinct No. 1**
FEMA Road Drainage Improvements - Mile 8 North Road
Owner's Contract No. **C-16-361-11-01** PO# **753759**
For Work accomplished through the date **May 19, 2017**

1. Original Contract Price:	$168,377.57
2. Net change by Change Order and Written Agreements(+or-):	$0.00
3. Current Contract Price (1 plus 2):	$168,377.57
4. Total completed and stored to date:	$168,377.57
5. Retainage (per Agreement):	
10% of completed Work: $16,837.76	
10% of stored material	
Total Retainage:	$16,837.76
6. Total completed and stored to date less retainage (4 minus 5)	$151,539.81
7. Less previous Application for Payments:	$69,688.22
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$81,851.59

Accompanying Documentation:

- APPLICATION FOR PAYMENT
- ESTIMATE AND QUANTITY
- SCHEDULE OF VALUES
- CONTRACT TIME STATEMENT
- LIST OF SUPPLIERS
- PARTIAL WAIVER OF LIEN
- PAYROLL & COMPLIANCE REPORTS

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 & FNL inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: May 19, 2017

ASAGO LLC, dba ASAGO CONSTRUCTION
CONTRACTOR

By: _____
Raul Iglesias, Member

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 22nd day of May 2017

Gerald William Albrecht
Notary Public
My Commission expires: 6/15/2019

GERALD WILLIAM ALBRECHT
Notary Public, State of Texas
Comm. Expires 06-15-2019
Notary ID 13025911-0

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 5-24-17

LeFEVRE Enginerring & Management Consulting, LLC
ENGINEER

By: _____

Estimate Quantity Update Worksheet

Contractor Name:	Asago Construction
Starting Date:	1/25/2017
Project Ending Date:	5/19/2017
Engineer's / County Project Desc.:	FEMA Road Drainage Improvements - Mile 8 North Road

Application:	2 & Final
Application Date:	5/19/2017
Period To:	5/19/2017
PO#	753759

ITEM NO	DESCRIPTION	UNIT	Revised Schedule Value			Application # 1			Application # 2				Retainage	Balance to Finish	
			Quantity	Original Rates	Dollars	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Total to Date	To Date (10%)	Quantity	Dollars
	(905) ROADWAY														
1-1	Mobilization, Bonds and Insurance	LS	1.00	$3,000.00	$3,000.00	1.00	1.00	$3,000.00		1.00	$0.00	$3,000.00	$300.00	0.00	$300.00
1-2	Traffic Control Plan	LS	1.00	$3,000.00	$3,000.00	1.00	1.00	$3,000.00		1.00	$0.00	$3,000.00	$300.00	0.00	$300.00
1-3	Excavate and haul away for reclamation	SY	9,856.00	$1.00	$9,856.00	9,856.00	9,856.00	$9,856.00		9,856.00	$0.00	$9,856.00	$985.60	0.00	$985.60
1-4	Install Biaxial Geogrid #1200 material over SubBas	SY	9,856.00	$1.25	$12,320.00	8,377.60	8,377.60	$10,472.00	1,478.40	9,856.00	$1,848.00	$12,320.00	$1,232.00	0.00	$1,232.00
1-5	Furnish and Install 6-inch deep compacted Caliche	SY	9,856.00	$4.25	$41,888.00	8,377.60	8,377.60	$35,604.80	1,478.40	9,856.00	$6,283.20	$41,888.00	$4,188.80	0.00	$4,188.80
1-6	Furnish and Apply a 1.5% Lime Treatment to the C	SY	9,856.00	$1.85	$18,233.60	8,377.60	8,377.60	$15,498.56	1,478.40	9,856.00	$2,735.04	$18,233.60	$1,823.36	0.00	$1,823.36
1-7	Furnish and Apply a Prime Coat (MC-30)(0.2 GAL	SY	8,213.33	$1.00	$8,213.33		0.00	$0.00	8,213.33	8,213.33	$8,213.33	$8,213.33	$821.33	0.00	$821.33
1-8	Furnish, Install and Roll a 2-inch deep HMAC Type	SY	8,213.33	$7.50	$61,599.98		0.00	$0.00	8,213.33	8,213.33	$61,599.98	$61,599.98	$6,160.00	0.00	$6,160.00
1-9	Install pavement markings and lines.	SY	8,213.33	$0.80	$6,570.66		0.00	$0.00	8,213.33	8,213.33	$6,570.66	$6,570.66	$657.07	0.00	$657.07
1-10	Regrade Roadside Ditches	LF	7,392.00	$0.50	$3,696.00		0.00	$0.00	7,392.00	7,392.00	$3,696.00	$3,696.00	$369.60	0.00	$369.60
	Total Roadway				**$168,377.57**			**$77,431.36**		0.00	**$90,946.21**		**$16,837.77**		**$16,837.76**
						Monthly Totals:		**$77,431.36**			**$90,946.21**	**$168,377.57**			**$16,837.76**

Total to Date $168,377.57

Prepared and Checked By:

Signature: _____ **Date:** May 19, 2017

Printed Name: Raul Iglesias

Engineer: _____

Asago LLC, dba, Asago Construction	Contractor's Name
January 25, 2017	Starting Date
May 5, 2017	Project Ending Date
10%	Retainage Percent

Appilication No.	2 & Final
Application Date:	May 19, 2017
Period To:	May 19, 2017
Engineer Firm:	Lefevre Engineering

Summary

Conctract	Project Name	Original Scheduled Values	Revised Schedule Values	Payment Application No. 1	Payment Application No. 2	Total to Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
C-16-361-11-01	Mile 8 North	$168,377.57	$168,377.57	$77,431.36	$90,946.21	$168,377.57	$0.00	$16,837.76	$151,539.81	$69,688.22	$81,851.59
Totals											

Contract Time Statement

ESTIMATE NO. 2 & Final CONTRACTOR Asago LLC, dba Asago Construction

CONTRACT: Mile 8 North OWNER Hidalgo County DATE WORK BEGAN 1/25/2017

TIME COMPUTED FROM 1/31/2017 - 5/19/2017 DATE WORK COMPLETED 5/19/2017

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	
January	31st			Notice to Proceed on 1/31/2017 - To Begin Contract on 2/10/2017
February	10th			Contract Time of 90 days began on 2/10/2017
February	10-28	18	1	Holiday: February 20th
March	1-30	25	5	Rain/Wet Days: March 9th - 13th
April	1-30	27	3	Rain Days: April 13th, 18th; Holiday April 14th
May	1-19	19		Project Completion on 5/19/17

ASAGO CONSTRUCTION
MISSION, TX

2112 S. Shary Rd. # 17
Mission, TX 78572
956-607-0741
956-585-7040 fx
asago@rgv.rr.com

May 19th, 2017

Mr. Hector Moreno
Lefevre Engineering
612 Nolana Ste. 520
McAllen, TX 78504

RE: Application for Payment # 2 & FINAL
Hidalgo County Precinct No. 1
FEMA Road Drainage Improvements – Mile 8 North Road

Mr. Moreno:

The following is the list of suppliers and subcontractors used in the above mentioned project as per the County's request:

Flex Base	Frontera Materials	22630 FM 88, Edcouch, TX 78538
Hot Mix	Frontera Materials	22630 FM 88, Edcouch, TX 78538
Striping	Valley Striping Inc.	1616 E. Griffin Pkwy, Mission, TX 78572

If you have any questions, please call me at (956) 607-0741

Best Regards,

Raul Iglesias, Member

FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with HIDALGO COUNTY to furnish ROAD & DRAINAGE IMPROVEMENTS in connection with certain improvements to real property located in HIDALGO COUNTY PRECINCT NO. 1 County, Texas, and owned by HIDALGO COUNTY PRECINCT NO. 1 Which improvements are described as followed:

MILE 8 NORTH ROAD
C-16-361-11-01
PO# 753759

In consideration of Pay Estimate No. 2 & Fina in the amount of Eighty-One Thousand Eight Hundred Fifty-One and Fifty-Nine Cents DOLLARS ($ 81,851.59) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has of the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

ASAGO, LLC dba ASAGO CONSTRUCTION

CONTRACTOR

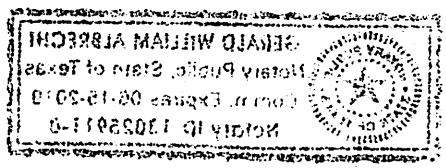
By: RAUL IGLESIAS, MEMBER

GERALD WILLIAM ALBRECHT
Notary Public, State of Texas
Comm. Expires 06-15-2019
Notary ID 13025911-0

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 22nd day of May, 20 17 to certify which witness my hand and seal of office.

Gerald William Albrecht
NOTARY PUBLIC in and for the State of Texas

My Commission Exprires: 6/19/2017


GERALD WILLIAM ALBRECHT
Notary Public, State of Texas
Comm. Expires 06-15-2010
Notary ID 130259711-0

FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with HIDALGO COUNTY to furnish ROAD & DRAINAGE IMPROVEMENTS in connection with certain improvements to real property located in HIDALGO COUNTY PRECINCT NO. 1 County, Texas, and owned by HIDALGO COUNTY PRECINCT NO. 1
Which improvements are described as followed:

MILE 8 NORTH ROAD
C-16-361-11-01
PO# 753759

In consideration of Pay Estimate No. 2 & Fina in the amount of Six Thousand Four Hundred and Fifty with No Cents DOLLARS ($ 6,450.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has of the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

VALLEY STRIPING, INC.

SUBCONTRACTOR

By: Guadalupe Salinas / President
NAME & TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 18th day of May, 20 17 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

My Commission Exprires: 10-27-2019

MICHAEL ALVARADO
Notary Public, State of Texas
Comm. Expires 10-27-2019
NOTARY ID#: 12628843-5

FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with HIDALGO COUNTY to furnish ROAD & DRAINAGE IMPROVEMENTS in connection with certain improvements to real property located in HIDALGO COUNTY PRECINCT NO. 1 County, Texas, and owned by HIDALGO COUNTY PRECINCT NO. 1 Which improvements are described as followed:

MILE 8 NORTH ROAD
C-16-361-11-01
PO# 753759

In consideration of Pay Estimate No. 2 & Fina in the amount of Eighty-One Thousand Eight Hundred Fifty-One and Fifty-Nine Cents DOLLARS ($ 81,851.59) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has of the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

FRONTERA MATERIALS, INC

SUPPLIER

By: EEG - PRESIDENT
NAME & TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 17th day of May, 20 17 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

My Commission Exprires: 5/22/2018

LIZ GONZALEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 05-22-2018

Certified Payroll Report

Contractor ASAGO, LLC
2112 Shary Rd. Suite # 17
Mission, TX 78572

Project Hidalgo County:HC-33 Mercedes Mile 8 North

Project/Contract #
Payroll Number 6
For Week Ending 5/9/2017

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day: Wed 3	Thu 4	Fri 5	Sat 6	Sun 7	Mon 8	Tue 9	Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
De La Rosa, Rafael	3943	1172 Laborer, Common	RT			10.50	8.00				18.50	18.50	10.00	185.00	0.00	DD2873	692.50	42.93	10.05	61.00	0.00	0.00	113.98	578.52
Espinoza Soto, Porfirio	8618	1393 Motor Grader Operator, Rou	RT	10.00	10.00	10.00	8.00		2.00		40.00	40.00	14.62	979.54	0.00	DD2874	979.54	60.73	14.20	10.00	0.00	0.00	84.93	894.61
			OT						8.00	10.00	18.00	18.00	21.93											
Romero Cruz, Esiquio	1488	Surveyor	RT	2.50	3.00	6.00			4.00		15.50	15.50	15.00	390.00	0.00	DD2885	881.25	54.64	12.78	43.00	0.00	0.00	110.42	770.83
			OT						2.00	5.00	7.00	7.00	22.50											
Ruelas Gonzalez, Maximiliano	3765	1172 Laborer, Common	RT	10.00	10.00	10.00			10.00		40.00	40.00	9.86	542.30	0.00	DD2886	542.30	33.63	7.87	14.00	0.00	0.00	55.50	486.80
			OT							10.00	10.00	10.00	14.79											
Salazar, Juan A	9035	1607 Truck Driver, Tandem Semi	RT	10.00	10.00	10.50	8.00		1.50		40.00	40.00	12.12	830.22	0.00	DD2887	830.22	51.48	12.04	70.00	0.00	0.00	133.52	696.70
			OT						8.50	10.50	19.00	19.00	18.18											
Salinas, Sergio H.	6927	1607 Truck Driver, Tandem Semi	RT	10.00	10.00	10.00			10.00		40.00	40.00	12.12	666.60	0.00	DD2888	666.60	41.33	9.66	19.00	0.00	0.00	69.99	596.61
			OT							10.00	10.00	10.00	18.18											
Torres Covarrubias, Irving A	8568	1411 Scraper Operator	RT	2.50	3.00	6.00			4.00		15.50	15.50	11.30	293.80	0.00	DD2892	663.88	41.16	9.62	34.00	0.00	0.00	84.78	579.10
			OT						2.00	5.00	7.00	7.00	16.95											

Date: May-19, 2017

I, Raul Iglesias, Project Manager, do hereby state:

(1) That I pay or supervise the payment of the persons employed by ASAGO, LLC on the project Hidalgo County:HC-33 Mercedes Mile 8 North; that during the payroll period commencing on May-03, 2017 and ending on May-09, 2017 all persons employed on the said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said ASAGO, LLC from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

Exception (Craft)	Explanation

Remarks:

Name and Title	Signature
Raul Iglesias, Project Manager	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Certified Payroll Report

Contractor ASAGO, LLC
2112 S. Shary Rd. Suite # 17
Mission, TX 78572

Project Hidalgo County:HC-33 Mercedes Mile 8 North

Project/Contract #
Payroll Number 7
For Week Ending 5/16/2017

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day Wed 10	Thu 11	Fri 12	Sat 13	Sun 14	Mon 15	Tue 16	Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
Arrambidez, Juan S	6302	1393 Motor Grader Operator, Rou	RT						10.00		10.00	10.00	14.62	365.50	0.00	DD2894	804.10	49.85	11.66	43.00	0.00	0.00	104.51	699.59
			OT							10.00	10.00	10.00	21.93											
Espinoza Soto, Porfirio	8618	1393 Motor Grader Operator, Rou	RT	10.00	10.00	10.00	6.00				36.00	36.00	14.62	526.32	0.00	DD2901	869.89	53.93	12.62	10.00	0.00	0.00	76.55	793.34
Garza, Adolfo A	8743	1172 Laborer, Common	RT						10.00		10.00	10.00	9.86	246.50	0.00	DD2903	542.30	33.62	7.87	14.00	0.00	0.00	55.49	486.81
			OT							10.00	10.00	10.00	14.79											
Romero Cruz, Esiquio	1488	Surveyor	RT		5.00	10.50	4.00				19.50	19.50	15.00	393.75	0.00	DD2912	1,005.00	62.31	14.57	61.00	0.00	0.00	137.88	867.12
			OT						4.50		4.50	4.50	22.50											
Ruelas Gonzalez, Maximiliano	3765	1172 Laborer, Common	RT	10.00	10.00	10.00	5.00				35.00	35.00	9.86	345.10	0.00	DD2913	571.88	35.45	8.29	17.00	0.00	0.00	60.74	511.14
Salazar, Juan A	9035	1607 Truck Driver, Tandem Semi	RT	10.00	10.00	10.00	7.00		3.00		40.00	40.00	12.12	802.95	0.00	DD2914	802.95	49.78	11.64	66.00	0.00	0.00	127.42	675.53
			OT						7.00	10.50	17.50	17.50	18.18											
Salinas, Sergio H.	6927	1607 Truck Driver, Tandem Semi	RT	10.00	10.00	10.00					30.00	30.00	12.12	363.60	0.00	DD2915	621.15	38.51	9.01	14.00	0.00	0.00	61.52	559.63
Torres Covarrubias, Irving A	8568	1411 Scraper Operator	RT		5.00	10.50			4.50		20.00	20.00	11.30	226.00	0.00	DD2919	689.30	42.74	10.00	37.00	0.00	0.00	89.74	599.56

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

May 24, 2017

Mr. Raul Iglesias
Asago, LLC dba Asago Construction
2112 S. Shary Rd.
Mission, Texas 78572

Re: Final Punch List
Hidalgo County Precinct No. 1 – FEMA Road & Drainage Improvements:
Mile 8 North
LEMC No. P-198

Dear Mr. Iglesias,

Inspector Manuel Garza with LeFevre Engineering & Management Consulting, LLC (LEMC) has been onsite throughout the construction of the project. As part of his inspection, final items pending to achieve "Final Completion" are mentioned below:

- Final clean-up of the site.

Upon completion of the items listed above, LEMC will consider this project state at "Final Completion". Please feel free to contact me should you have any questions or concerns.

Sincerely,

Emigdio "Milo" Salinas, P.E.
Vice President

Date: May-19, 2017

I, Raul Iglesias, Project Manager, do hereby state:

(1) That I pay or supervise the payment of the persons employed by ASAGO, LLC on the project Hidalgo County:HC-33 Mercedes Mile 8 North; that during the payroll period commencing on May-10, 2017 and ending on May-16, 2017 all persons employed on the said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said ASAGO, LLC from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

Exception (Craft)	Explanation

Remarks:

Name and Title	Signature
Raul Iglesias, Project Manager	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

AI-60434 **Purchasing Department** **21. B. 2.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with geo-technical and construction material testing (on-call) services required for Precinct No.1 Projects (on an as needed basis):

ENGI**NEERING-GEO-TECHNICAL & CONSTRUCTION MATERIALS TESTING**

Firms	Professional Service Industries	Millennium Engineers Group	Earth Co.
EVALUATOR No. 1	89	90	86
EVALUATOR No. 2	89	93	92
EVALUATOR No. 3	85	93	88
TOTAL SCORES	88	92	89
CC RANKING			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement commencing with the No. 1 ranked firm of _____for geo-technical and construction material testing services (on call as needed basis) Precinct No. 1 .

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Services are on an "as needed/on call basis" and funding will be identified at the time a WA is executed.

Attachments

disclosure
grid-on call geo tech

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/23/2017 01:40 PM
Budget & Management	Veronica Ortiz	06/23/2017 01:53 PM
Ivan Cantu	Ivan Cantu	06/23/2017 02:52 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Darlene Betancourt Started On: 06/23/2017 10:05 AM
Final Approval Date: 06/23/2017

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Pct 1

Title/Position: Director of Admin Oper

Contract for Goods/Services: Engineering Services Geo Technical on call

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. MEG
2. Earth Co.
3. Professional Services- Industry
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Amy Smith

Date: 6/22/17

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Pct 1

Title/Position: Chief Administrator

Contract for Goods/Services: Engineering Services Geo Technical/ Environ

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. MEG
2. Earth Co.
3. Professional Services
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Date:

Dan Sosa 6-22-17

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Jorge L. Ruiz

Title/Position: Executive Assistant RPIC.

Contract for Goods/Services: On call Engineering Services ECO Technician

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. MEG
2. Earth CO
3. Professional Services Team
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: _____ Date: 6-22-2017

PROFESSIONAL ENGINEERING SERVICES
GEO-TECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

for

"ON CALL"

HIDALGO COUNTY PRECINCT No. 1

Scoring & Evaluation GRID

Professional Engineering Firms	MEG Millenium Engineering Group	Earth Co.	Professional Services Industries
Evaluator 1	90	86	89
Evaluator 2	93	92	89
Evaluator 3	93	88	85
Final Average	92	89	88
Ranking	1	2	3

Scoring/Evaluation-completed by HC Precinct No. 1 Staff members

AI-60401 **Purchasing Department** **21. B. 3.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services in connection with "Mile 10 from Mile 6 to FM 1015" project located in Hidalgo County Precinct No. 1:

ENGINEERING FIRMS:

Firms	ICE Engineering	L & G Engineering	South Texas Infrastructure Group
Score by Evaluator 1	90	97	92
Score by Evaluator 2	92	93	89
Score by Evaluator 3	92	97	93
Final Scores	91	96	91
Ranking by CC			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement for Professional Engineering Services for Mile 10 from Mile 6 to FM 1015 project located in Hidalgo County Precinct No. 1, with the No.1 ranked firm _____ for Professional Engineering Services.

d. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for professional service;

e. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of professional engineering services in connection with "Nolana from FM 492 to FM 88" project located in Hidalgo County Precinct No. 1;

ENGINEERING FIRMS:

Firms	BTI Engineering	L & G	R.O.

	Inc.	Engineering	Engineering
Score by Evaluator 1	90	97	92
Score by Evaluator 2	93	96	92
Score by Evaluator 3	93	97	93
Final Scores	92	97	92
Ranking by CC			

f. Authority for the Purchasing Department to negotiate a professional engineering services agreement for " Nolana from FM 493 to FM 88" project located within Hidalgo County Precinct No. 1, with the No.1 ranked firm _____ for Professional Engineering Services.

BACKGROUND

Request by Pct 4
Evaluation and Score Grids

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Fiscal impact is not necessary for this agenda item; however, it will be required when finalizing the respective negotiated contracts and execution of same as well as execution of a WA.

Attachments

Grid
Grid
Nolana Disclosure
Mile 10

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/23/2017 10:59 AM
Budget & Management	Veronica Ortiz	06/23/2017 11:05 AM
Ivan Cantu	Ivan Cantu	06/23/2017 02:01 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Darlene Betancourt Started On: 06/22/2017 11:13 AM
Final Approval Date: 06/23/2017

PROFESSIONAL ENGINEERING SERVICES
for
"NOLANA FROM FM 493 TO FM 88"

HIDALGO COUNTY PRECINCT No. 1

Scoring & Evaluation GRID

Professional Engineering Firms	BTI INC.	L & G Engineering	R.O. Engineering	Ranking
Evaluator 1	90	97	92	
Evaluator 2	93	96	92	
Evaluator 3	93	97	93	
Final Average	92	97	92	

Scoring/Evaluation-completed by HC Precinct No. 1 Staff members

PROFESSIONAL ENGINEERING SERVICES

for

"MILE 10 FROM MILE 6 TO 1015 "

HIDALGO COUNTY PRECINCT No. 1

Scoring & Evaluation GRID

Professional Engineering Firms	ICE	L & G Engineering	So. Texas Infrastructure Group	Ranking
Evaluator 1	90	97	92	
Evaluator 2	92	93	89	
Evaluator 3	92	97	93	
Final Average	91	96	91	

Scoring/Evaluation-completed by HC Precinct No. 1 Staff members

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Pct 1

Title/Position: Executive Assistant

Contract for Goods/Services: Nolana From 493 - FM 88

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. BTI INC
2. L & G Engineering
3. R. O. Engineering
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: _____ Date: 6-21-2017

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Pct 1

Title/Position: Director of Admin Operations

Contract for Goods/Services: Nolana FM 493 - FM 88

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. BTI Inc.
2. L & G
3. R.O. Engineering
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Amy S Smith

Date: 6/22/17

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Pct 1

Title/Position: Chief Administrator

Contract for Goods/Services: Nolana From 493-FM 88

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. BIINC
2. L & G Engineering
3. R.O. Engineering
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: _____ Date: 6-21-2017

NO CONFLICT DISCLOSURE FORM

Pct 1

Name of Government Officer/Employee: Amy Saenz-Smith

Title/Position: Director of Administrative Operations

Contract for Goods/Services: Mile 10 from 6th to 10/5

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. L & G
2. ICE
3. South Texas Infrastructure Group
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Amy Saenz-Smith

Date: 6/22/17

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: H.C. Pct 1

Title/Position: Jorge Peña Executive Assistant

Contract for Goods/Services: Mile 10 From 6 to 1015

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. L & G
2. ICE
3. South Tx Infrastructure Group
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: _____ Date: 6-21-2017

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Pct 1

Title/Position: Chief Administrator

Contract for Goods/Services: mile 16 from 6 to 10 1/2

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. L & S
2. ICS
3. South Tx Infrastructure Group
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: _____ Date: 6-22-2017

AI-60437 **Purchasing Department** **21. B. 4.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: David Fuentes, COMM. PCT. #1

Submitted By: Noemi De Los Rios, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Pct. 1 FEMA
A. Acceptance and approval of Certificate of Construction Completion as submitted by Asago Construction for FEMA Road & Drainage Improvements - Mile 8 North Road under Contract# [C-16-361-11-01].
B. Requesting acceptance and approval of Application for Payment No. 3 (Retainage) in the amount of $16,837.76 as submitted by Asago Construction contracted vendor for the provision of FEMA Road & Drainage Improvements to Mile 8 North Road as certified by LeFevre Engineeriing & Management under Contract# [C-16-361-11-01].

BACKGROUND

Pct. 1 FEMA Road & Drainage Improvement - Mile 8 North Road.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1280-431-00-121-808-5-721

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** Y

BUDGETARY IMPACT:

Pct. 1 FEMA
REQ# 310264 PO# 753759
[C-16-361-11-01]

Attachments

Cert. of Const. Completion - Asago Const. (Mile 8 N. Rd.)
Appl. for Pmt. No. 3 Retainage - Asago Const. (Mile 8 N. Rd.)

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Noemi De Los Rios		Started On: 06/23/2017 10:47 AM
Final Approval Date: 06/23/2017		

6. That the final payment in the amount of $ **Sixteen Thousand Eight Hundred Thirty-Seven** dollars and **Seventy-Six** cents ($ **16,837.76**) is now due and payable.

P.E.

Lefevre Engineering

CONCURRED BY:

ASAGO, LLC dba Asago Construction
CONTRACTOR'S NAME

BY: _____

TITLE: Member

CONCURRED BY:

Hidalgo County Pct. #1
COUNTY/PRECINCT

BY: _____

TITLE: Chief Administrator

CONCURRED BY:

_____
HIDALGO COUNTY JUDGE

BY: RAMON GARCIA

TITLE: COUNTY JUDGE

Exhibit E-M

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 24th DAY OF MAY, 2017, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: November 1, 2016
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Asago, LLC dba Asago Construction
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF FEMA Road and Drainage Improvements – Mile 8 North Road
CONTRACT NO. C—16-361-11-01 located in or near the City/Pct. of Hidalgo County Precinct No. 1

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specification and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: N/A

2. That the sum of N/A ($), deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the Contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$ 168,377.57
Present Amount of Contract	168,377.57
Total Amount Earned to Date	168,377.57
Less Previous Payments	151,539.81
Balance	16,837.76
Authorized Deductions	0.00
AMOUNT OF FINAL PAYMENT	$ 16,837.76

APPLICATION FOR PAYMENT NO. 3 & RETAINAGE

To: **HIDALGO COUNTY** (OWNER)
From: **ASAGO LLC, dba ASAGO CONSTRUCTION** (CONTRACTOR)
Contract: **C-16-361-11-01**
Project: **Hidalgo County Precinct No. 1**
FEMA Road Drainage Improvements - Mile 8 North Road
Owner's Contract No. **C-16-361-11-01** PO# **753759**
For Work accomplished through the date **May 19, 2017**

1. Original Contract Price:	$168,377.57
2. Net change by Change Order and Written Agreements(+or-):	$0.00
3. Current Contract Price (1 plus 2):	$168,377.57
4. Total completed and stored to date:	$168,377.57
5. Retainage (per Agreement):	
10% of completed Work:	
10% of stored material	
Total Retainage:	$0.00
6. Total completed and stored to date less retainage (4 minus 5)	$168,377.57
7. Less previous Application for Payments:	$151,539.81
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$16,837.76

Accompanying Documentation:

APPLICATION FOR PAYMENT
ESTIMATE AND QUANTITY
SCHEDULE OF VALUES
CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS
CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
CERTIFICATE OF CONSTRUCTION COMPLETION

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 & RET inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: May 19, 2017

ASAGO LLC, dba ASAGO CONSTRUCTION
CONTRACTOR

By: _____
Raul Iglesias, Member

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 22nd day of May 2017

Gerald William Albrecht
Notary Public
My Commission expires: 6/15/2019

GERALD WILLIAM ALBRECHT
Notary Public, State of Texas
Comm. Expires 06-15-2019
Notary ID 13025911-0

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 5-24-17

LeFEVRE Enginerring & Management Consulting, LLC
ENGINEER

By: _____

Estimate Quantity Update Worksheet

Contractor Name:	Asago Construction
Starting Date:	1/25/2017
Project Ending Date:	5/19/2017
Engineer's / County Project Desc.:	FEMA Road Drainage Improvements - Mile 8 North Road

Application:	3 & RET.
Application Date:	5/19/2017
Period To:	5/19/2017
PO#	753759

ITEM NO	DESCRIPTION	UNIT	Revised Schedule Value			Application # 1			Application # 2				Retainage	Balance to Finish	
			Quantity	Original Rates	Dollars	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Total to Date	To Date (10%)	Quantity	Dollars
	(905) ROADWAY														
1-1	Mobilization, Bonds and Insurance	LS	1.00	$3,000.00	$3,000.00	1.00	1.00	$3,000.00		1.00	$0.00	$3,000.00	$0.00	0.00	$0.00
1-2	Traffic Control Plan	LS	1.00	$3,000.00	$3,000.00	1.00	1.00	$3,000.00		1.00	$0.00	$3,000.00	$0.00	0.00	$0.00
1-3	Excavate and haul away for reclamation	SY	9,856.00	$1.00	$9,856.00	9,856.00	9,856.00	$9,856.00		9,856.00	$0.00	$9,856.00	$0.00	0.00	$0.00
1-4	Install Biaxial Geogrid #1200 material over SubBas	SY	9,856.00	$1.25	$12,320.00	8,377.60	8,377.60	$10,472.00	1,478.40	9,856.00	$1,848.00	$12,320.00	$0.00	0.00	$0.00
1-5	Furnish and Install 6-inch deep compacted Caliche	SY	9,856.00	$4.25	$41,888.00	8,377.60	8,377.60	$35,604.80	1,478.40	9,856.00	$6,283.20	$41,888.00	$0.00	0.00	$0.00
1-6	Furnish and Apply a 1.5% Lime Treatment to the C	SY	9,856.00	$1.85	$18,233.60	8,377.60	8,377.60	$15,498.56	1,478.40	9,856.00	$2,735.04	$18,233.60	$0.00	0.00	$0.00
1-7	Furnish and Apply a Prime Coat (MC-30)(0.2 GAL	SY	8,213.33	$1.00	$8,213.33		0.00	$0.00	8,213.33	8,213.33	$8,213.33	$8,213.33	$0.00	0.00	$0.00
1-8	Furnish, Install and Roll a 2-inch deep HMAC Type	SY	8,213.33	$7.50	$61,599.98		0.00	$0.00	8,213.33	8,213.33	$61,599.98	$61,599.98	$0.00	0.00	$0.00
1-9	Install pavement markings and lines.	SY	8,213.33	$0.80	$6,570.66		0.00	$0.00	8,213.33	8,213.33	$6,570.66	$6,570.66	$0.00	0.00	$0.00
1-10	Regrade Roadside Ditches	LF	7,392.00	$0.50	$3,696.00		0.00	$0.00	7,392.00	7,392.00	$3,696.00	$3,696.00	$0.00	0.00	$0.00
	Total Roadway				**$168,377.57**			**$77,431.36**		0.00	**$90,946.21**		**$0.01**		**$0.00**
						Monthly Totals:		**$77,431.36**			**$90,946.21**	**$168,377.57**			**$0.00**

Total to Date $168,377.57

Prepared and Checked By:

Signature: _____ **Date:** May 19, 2017

Printed Name: Raul Iglesias

Engineer: _____

Asago LLC, dba, Asago Construction	Contractor's Name
January 25, 2017	Starting Date
May 5, 2017	Project Ending Date
10%	Retainage Percent

Appilication No.	3 & RET.
Application Date:	May 19, 2017
Period To:	May 19, 2017
Engineer Firm:	Lefevre Engineering

Summary

Conctract	Project Name	Original Scheduled Values	Revised Schedule Values	Payment Application No. 1	Payment Application No. 2	Total to Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
C-16-361-11-01	Mile 8 North	$168,377.57	$168,377.57	$77,431.36	$90,946.21	$168,377.57	$0.00	$0.00	$168,377.57	$151,539.81	$16,837.76
Totals											

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: HIDALGO COUNTY
FEMA Road Drainage Improvements - Mile 8 North Road
OWNER: Hidalgo County
CONTRACTOR: Asago LLC, dba Asago Construction
ENGINEER: LeFEVRE Enginerring & Manager **PROJECT NO.** C-16-361-11-01

The Contractor, in accordance with the Contract Documents, and in cosideration for the full and final payment to the contractor for all services in connection with the project, does herby waive and release any and all lines, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to for, through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR: Asago LLC, dba Asago Construction

By: _____
Raul Iglesias

Title: Member

GERALD WILLIAM ALBRECHT
Notary Public, State of Texas
Comm. Expires 06-15-2019
Notary ID 13025911-0

Subscribed & sworn to before me this 22nd day of May, 2017

Notary Public: _____

My Commission Exprires: 6/15/2019

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT: HIDALGO COUNTY
FEMA Road Drainage Improvements - Mile 8 North Road
OWNER: Hidalgo County
CONTRACTOR: Asago LLC, dba Asago Construction
ENGINEER: LeFEVRE Enginerring & Manager **PROJECT NO.** C-16-361-11-01

The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR: Asago LLC, dba Asago Construction

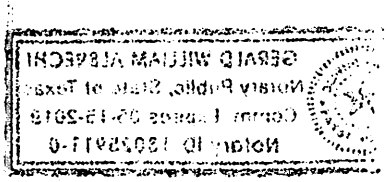
By: _____
Raul Iglesias
Title: Member

GERALD WILLIAM ALBRECHT
Notary Public, State of Texas
Comm. Expires 06-15-2019
Notary ID 13025911-0

Subscribed & sworn to before me this 22nd day of May, 2017

Notary Public: _____

My Commission Exprires: 6/15/2019


GERALD WILLIAM ALBRECHT
Notary Public, State of Texas
Comm. Expires 05-13-2019
Notary ID 130258717-0

One-Year Warranty Letter

PROJECT NAME: **Hidalgo County Precinct No. 1 – FEMA Road & Drainage Improvements: Mile 8 North Road**

Asago LLC, dba Asago Construction, 2112 S. Shary Rd., Mission, Texas, the Contractor, hereby affirms that they have satisfied all claims of indebtedness, of every nature, and in any way connected with the work on this project including, but not limited to, all payroll amounts due; all contractor or subcontractors amounts due; all accounts for labor, equipment, or materials furnished; and that all claims for incidental services, liens, judgments, and so forth, and that they hereby indemnify the County of Hidalgo, from any and all liens or claims arising out of said project work. In the event that the district is required to take legal action to satisfy any lien or claim relating to the project, the Contractor shall be liable for all costs connected with clearing any or all liens or claims.

The Contractor, agrees that 100% of all work related to this project shall be warranted for one year after the date of the written notice of project acceptance by Hidalgo County and hereby provide a warranty guarantee as stipulated in the general conditions of the contract. The date of acceptance is May 24, 2017. Under the terms of this warranty, the contractor will, at his own expense, make any and all repairs or replacements necessitated by any defects in materials or workmanship, damage, or disturbance caused directly or indirectly, in whole or in part, by activities performed in relation to this project. When such defect, damage, or disturbance occurs within the one-year warranty period on any part of the work done in relation to this project or to any existing improvements or real property adjacent to the work, the appropriate repair or remedy shall be made and a new warranty for said repair or remedial work shall extend one year from the date of such repair.

Should suit or action be undertaken by Hidalgo County to enforce this warranty or to seek damages for its breach, the prevailing party shall be entitled to an award of its reasonable costs and attorney fees, including those on appeal. Jurisdiction for litigation concerning warranty claims shall rest exclusively with the courts of the State of Texas, and venue shall lie in Hidalgo County.

Contractor:
Asago LLC, dba Asago Construction
2112 S. Shary Rd.
Mission, Texas 78572

Signature

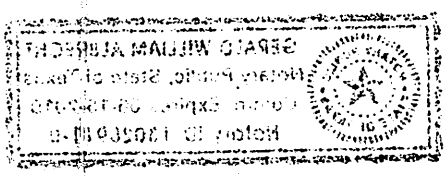
Member
Title

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 24th day of May, 2017

Notary Public

My Commission Expires on: 06/15/2019

GERALD WILLIAM ALBRECHT
Notary Public, State of Texas
Comm. Expires 06-15-2019
Notary ID 13025911-0



AI-60412 **Purchasing Department** **21. C. 1.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Recommendation by project architect The Warren Group Architects, Inc., to award the Base Bid and Alternate #1, 2, 3, 4, & 5 to the responsible vendor submitting the lowest and best bid meeting all specifications, NM Contracting, LLC of McAllen, TX in the total amount of $1,180,300.00 for project Hidalgo County Precinct 2 “County Wide Service Shop”, Project-RFB No. 2017-027-02-22-YSS” subject to compliance with HB23 and/or HB1295 [when and/or if applicable];

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee: Armando Garza, Jr., to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:** 7-1350-431-00-122-122-0-730

FUNDS AVAILABLE Y/N?: pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

funding balance will be identified upon approval of contract as per E . Zamora, pct 2

Attachments

back up 60412

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/23/2017 02:56 PM
Budget & Management	Veronica Ortiz	06/23/2017 03:01 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Yvette Salinas		Started On: 06/22/2017 02:21 PM
Final Approval Date: 06/23/2017		

THE WARREN GROUP
ARCHITECTS INC.

1801 South 2nd Street, Ste. 330 McAllen, TX 78503

Honorable Eduardo "Eddie" Cantu
Commissioner Precinct 2
300 W Hall Acres, Suite G
Pharr, TX 78577

Re: Hidalgo County PC-2 County Wide Shop
Award Recommendation Letter

Honorable Mr. Cantu:

Our team has met with Precinct 2 authorized representatives. After careful evaluation and selection of Alternates, we have concluded that the lowest bidder is NM Contracting, LLC. After due-diligence, it is apparent to be responsible. The contract bid amount provided by the Bidder is fair and reasonable.

The Warren Group Architects, Inc. hereby respectfully recommends Hidalgo County Purchasing Department authorization to award the construction contract to NM Contracting in the amount of $1,180,300.00.

Sincerely,

Laura Nassri Warren, AIA
Principal
The Warren Group Architects, Inc.

(956) 994.1900 (956) 994.1962 FAX

THE WARREN GROUP
ARCHITECTS INC.

1801 South 2nd Street, Ste. 330 McAllen, TX 78503

BID TABULATION

DATE: June 7, 2017- 9:30 AM.
PROJECT: Hidalgo County PC-2 County Wide Service Shop
PROJECT NO: 1341501
LOCATION: Pharr, Texas
ARCHITECT: Laura N. Warren, The Warren Group Architects, Inc.

PROJECT 1341501 HIDALGO COUNTY PC-2 COUNTY WIDE SERVICE SHOP	**ERICKSON CONSTRUCTION**	**CELSO GONZALEZ CONSTRUCTION, INC.**	**NM CONTRACTING, LLC.**	CONTRACTOR D	CONTRACTOR E	CONTRACTOR F
BASE BID	**$1,146,000.00**	**$999,200.00**	**$1,030,000.00**			
ALTERNATE 1	$24,00.00	$11,400.00	$18,400.00			
ALTERNATE 2	$75,000.00	$215,000.00	$113,200.00			
ALTERNATE 3	$11,900.00	$18,000.00	$6,500.00			
ALTERNATE 4	$7,000.00	$5,100.00	$4,200.00			
ALTERNATE 5	$10,400.00	$7,300.00	$8,000.00			
ALTERNATE 6	~~$79,302.00~~	~~$43,300.00~~	~~$94,400.00~~			
TOTALS	**$1,274,300.00**	**$1,256,000.00**	**$1,180,300.00**			

THE WARREN GROUP
ARCHITECTS INC.

1801 South 2nd Street, Ste. 330 McAllen, TX 78503

BID PLAN HOLDERS

Project: Hidalgo County PC2 County Wide Service Shop

Project No.: 1341501

Sanjuana Schwarz
RGV-AGC
Ph: 956-423-4091
Fax: 956-423-0174

Ian Free
Content Specialist
Construct Connect
3825 Edwards Road, suite 800
Cincinnati, OH 45209
phone: 800.364.2059 ext. 8078
fax: 866.570.8187
www.ConstructConnect.com

Toni Lawson
Reporter
DODGE Data & Analytics
T 281.460.5730
F 800.768.5594
E toni.lawson@construction.com
Dodge Data & Analytics

Stephanie Smith
Administrative Assistant / Receptionist
VISION CONSTRUCTION COMPANY, INC
4242 Woodcock Drive, Ste. 230,
San Antonio, TX 78228
P 210.299.0707
F 210.299.0800
www.visionconstructionco.com

Irma Rodriguez
G&G Contractors
711 E. Wisconsin Rd.
Edinburg, Tx 78539
Irma.gandgcontractors@gmail.com
956-283-7040-Office
956-369-1013-Cell

Douglas Dixon
Cable Connection
cable_connection@yahoo.com

Gilbert Herrera
Herrcon, LLC
956-330-5566
gherrera@herrcon.us

Celeste Solis
Celso Gonzalez Construction, Inc.
614 N Conway, Mission, TX 78572
Ph: 956.585.3848
Fax: 956.585.7773
Email: csolis@cgc-inc.com

Connie Bearden
Tri-Gen Construction
509 E. Pike Blvd. #A
Weslaco, Texas 78596
Office: 956-447-1048
Cell: 956-495-5329

Karen Sesters
Virtual Builders Exchange
4047 Naco Perrin, Suite 100
San Antonio, TX 78217
Ph: 210-564-6900, Ext. 126
Fax: 210-564-6902

**Construction Documents for this project have also been shared whit plan rooms, this list does not reflect the companies that have accessed plans through them.*

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Fwd: 1341501 Hidalgo County PC-2 County Wide Service Shop G.C. Award Recommendation Letter

From : Erika Zamora <erika.zamora@co.hidalgo.tx.us> Thu, Jun 22, 2017 02:23 PM
Subject : Fwd: 1341501 Hidalgo County PC-2 County Wide Service Shop G.C. Award Recommendation Letter 5 attachments
To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>
Cc : Eduardo Cantu <eduardo.cantu@co.hidalgo.tx.us>, Carlos Del Angel <carlos@b2zeng.com>

Good afternoon Yvette,

Please proceed to place the award recommendation of the low bid for the Co Wide Mechanic Shop Facility Project on the agenda for court approval for next Tuesday.

Please let me know if you have any questions.

Respectfully,

Erika Zamora
Director of Management Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

From: "Natanael Perez" <nperez@twgarch.com>
To: "Eduardo Cantu" <eduardo.cantu@co.hidalgo.tx.us>, "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>, "Carlos Del Angel" <carlos@b2zeng.com>
Cc: "Laura Warren" <lwarren@twgarch.com>, "Andrina Garza" <andrina@twgarch.com>, "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Sent: Thursday, June 22, 2017 11:17:16 AM
Subject: 1341501 Hidalgo County PC-2 County Wide Service Shop G.C. Award Recommendation Letter

Mr Cantu,

For your review and confirmation, please find attached the above referenced letter.

Hope you find this information useful. Should you have any questions or comments please do not hesitate to call.

Thank you,

Natanael Perez

Project Manager. Information Technology

The Warren Group Architects Inc.

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1341501_County Wide Shop_G.C. Award Recommendation.pdf
76 KB

AI-60414 **Purchasing Department** **21. C. 2.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of amendment #2 to AIA B101-2007 Contract #C-15-160-09-15 with contracted architect, Sam Garcia Architect, LLC, to amend and include the CMAR process and to increase compensation in the amount of $42,575.00. for the "Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades," for Hidalgo County Precinct No. 2

BACKGROUND

Legal Approval: Amendment drafted by Debra Goetz from Atlas & Hall
Form 1295 has been requested from vendor, will attach as soon as received.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1350-452-00-122-121-0-730

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as of 6/23/17. PO#733837 will be increased accordingly.

Attachments

backup
backup
backup

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/23/2017 01:39 PM
Budget & Management	Veronica Ortiz	06/23/2017 01:52 PM
Merlen P. Munoz	Merlen P. Munoz	06/23/2017 04:13 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Rocio Villarreal		Started On: 06/22/2017 02:32 PM
Final Approval Date: 06/23/2017		

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Hidalgo County/Palmer Pavilion agreements

From : Debra Goetz <dlg@atlashall.com> Fri, Jun 23, 2017 12:38 PM

Subject : RE: Hidalgo County/Palmer Pavilion agreements 2 attachments

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Cc : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>, 'Heidi Garcia Ortiz' <heidi.ortiz@co.hidalgo.tx.us>, 'Steve Crain' <scrain@atlashall.com>, 'eduardo cantu' <eduardo.cantu@co.hidalgo.tx.us>, 'Carlos Del Angel' <carlos@b2zeng.com>, 'armando garzajr' <armando.garzajr@co.hidalgo.tx.us>, 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

Rocio:

Thank you for sending the missing insurance certificate for the exhibit to the amendment to the architect's agreement. Note that some of the coverage expires on July 1, so if the approval of the amendment is delayed, the exhibit will need to be replaced. (The architect should provide an updated certificate next month even if the amendment is executed Tuesday with this one.)

With respect to the amendment itself, the version attached to your email is not the most recent one and should not be used. I scanned the most recent version with the insurance certificate exhibit added to it, and it is attached to this amendment.

If anyone has any further comments or questions on this version of the amendment, please let me know as soon as possible.

Thank you,

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dlg@atlashall.com

Atlas Hall Rodriguez

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From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, June 23, 2017 11:20 AM
To: Debra Goetz
Cc: Erika Zamora; Heidi Garcia Ortiz; Steve Crain; eduardo cantu; Carlos Del Angel; armando garzajr; Martha Salazar
Subject: Re: Hidalgo County/Palmer Pavilion agreements

Ms. Goetz:

Attached as requested is the Amendment including Sam Garcia current certificate of insurance. Please advise if anything else is required. An agenda item has been created for June 27, 2017, Commissioners' Court approval of the amendment.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Debra Goetz" <dlg@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>, "Heidi Garcia Ortiz" <heidi.ortiz@co.hidalgo.tx.us>, "Steve Crain" <scrain@atlashall.com>, "eduardo cantu" <eduardo.cantu@co.hidalgo.tx.us>, "Carlos Del Angel" <carlos@b2zeng.com>, "armando garzajr" <armando.garzajr@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sam Garcia Architect, LLC
McAllen, TX United States

Certificate Number:
2017-228117

Date Filed:
06/23/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-15-160-09-15 (Amended)
Professional Architectural services for the Precinct 2 Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades. This is the 2nd amendment to this contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sam Garcia Architect, LLC	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

TIRZAH ANN RIVERA
My Notary ID # 126368063
Expires January 7, 2020

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sam Garcia, this the 23rd day of June, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Tirzah Ann Rivera	State of Texas Notary

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-228117

Date Filed:
06/23/2017

Date Acknowledged:
06/26/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sam Garcia Architect, LLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-15-160-09-15 (Amended)
Professional Architectural services for the Precinct 2 Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades. This is the 2nd amendment to this contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sam Garcia Architect, LLC	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT #2
TO
AGREEMENT BETWEEN THE COUNTY OF HIDALGO
AND SAM GARCIA ARCHITECT LLC
(Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades)
C15-160-09-15

This **AMENDMENT** (the "Second Amendment"), dated the 27th day of June, 2017, is between **SAM GARCIA ARCHITECT LLC** (the "Architect") and **HIDALGO COUNTY, TEXAS** (the "Owner"), and amends the Agreement (as such term is defined below).

WHEREAS, Architect and Owner executed that certain Agreement (reference number C15-160-09-15) made as of the 15th day of September, 2015, in which the Architect agreed to provide professional services for the Owner's Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades project (the "Project") located at 301 E. Hackberry Avenue, McAllen, Texas (the "Original Agreement"), and which was amended by that certain Amendment #1 to Agreement Between the County of Hidalgo and Sam Garcia Architect LLC dated the 7th day of March 2016 (as so amended, the "Agreement");

WHEREAS, the original bids for a contractor for the Project came in higher than the parties anticipated, and the Owner has now opted to use a construction manager at risk ("CMAR") process for the Project;

WHEREAS, the Architect and Owner have agreed to amend the Agreement as set forth herein to address the use of the CMAR process;

WHEREAS, these changes are expected to increase the compensation due to the Architect pursuant to the Agreement from Fifty-Four Thousand, Nine Hundred and Twenty-Five Dollars ($54,925.00) to approximately Ninety-Seven Thousand, Five Hundred Dollars ($97,500.00); and

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Architect hereby agree as follows:

1. **Change to CMAR Process.** Architect acknowledges and agrees that the Project will proceed with a CMAR. After the date of this Second Amendment, once the Owner contracts with a Construction Manager for the Project, the Architect shall consult with the Construction Manager and provide the Architect's services under the Agreement in conjunction with the services of the Construction Manager.

2. **Amendments.** The Agreement is amended as follows:

a. Section 1.1 of AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect (the "B101") of the Agreement is amended by adding the following new Sections 1.1.1 and 1.1.2 at the end thereof:

> **§ 1.1.1** The Owner's budget for the Cost of the Work, as defined in Section 6.1, plus compensation of the Construction Manager for Preconstruction Phase Services is as follows: One Million Five Hundred Thousand Dollars and Zero Cents ($1,500,000.00). For the avoidance of doubt, all compensation to the Construction Manager pursuant to the Owner's agreement with the Construction Manager referenced in Section 1.1.2 is included in the budgeted amount set forth in the first sentence of this Section 1.1.1.
>
> **§ 1.1.2** The Owner intends to retain a Construction Manager pursuant to the following form of agreement: AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Contractor, as modified by the Owner.

b. The following new Sections 3.1.8 through 3.1.9.3 are added at the end of Section 3.1 of the B101:

> **§ 3.1.8** In general, in performing services pursuant to this Agreement, Architect will coordinate and consult with the Construction Manager.
>
> **§ 3.1.9 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**
>
> **§ 3.1.9.1** Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.
>
> **§ 3.1.9.2** During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.1.9.3 Upon authorization by the Owner, and subject to Section 4.3.1.9, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.1.9.3 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, unless the Owner either (1) gives written approval of an increase in the budget for the Cost of the Work (which may be by execution of the GMP Amendment) or (2) implements any other mutually acceptable alternative, then the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget. Based on the Owner's decision with respect to such recommendations, the Architect shall incorporate the required modifications in the Drawings, Specifications or other documentation.

c. In Section 4.1.3 of the B101, the period at the end of Section 4.1.3.7 is replaced with a semi-colon, and the following new provision is added at the end of section 4.3.1.8 of the B101:

and
.9 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the GMP Amendment or Control Estimate.

d. Section 6.1 of the B101 is amended to read as follows in its entirety:

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

e. Section 10.2 of the B101 is mended to read as follows in its entirety:

§ 10.2 Terms in this Agreement shall have the same meaning those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by the Owner and attached hereto as Exhibit "B" (and all references to the A201 in this Agreement are to such modified version). Unless the context otherwise requires, the term "Contractor" as used in this Agreement shall mean the Construction Manager.

f. Section11.1 of the B101 is amended to read as follows in its entirety:

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: Six and one half percent (6.5%) of the Cost of the Work.

g. The following new Sections 11.10.2.1. through 11.10.2.5 are added at the end of Section 11.10.2 of the B101:

§ 11.10.2.1. Interim Payments Based of Estimated Cost. The parties acknowledge that prior to the execution of the second amendment to this Agreement (the "Second Amendment"); payments were made based on the prior provisions of this Agreement. Following execution of the Second Amendment, as the Cost of the Work is not yet known, payments will be based on the Estimated Cost (as defined herein). "Estimated Cost" shall mean:

.1 Prior to execution of the GMP Amendment, the Owner's budget provided in Section 1.1.1.

.2 Upon execution of the GMP Amendment, the Cost of the Work as set forth therein.

§ 11.10.2.2 The actual Cost of the Work for purposes of Section 11.1 shall be determined upon Substantial Completion.

§ 11.10.2.3 The parties acknowledge that Architect has been paid an aggregate amount of Forty-One Thousand One Hundred Ninety-Three and 75/100^{ths} Dollars ($41,193.75) (such aggregate amount, the "Pre-2nd Amendment Payment") pursuant to this Agreement on or prior to June 15, 2017, which Pre-2nd Amendment Payment was based on terms in effect prior to execution of the Second Amendment. In the next Request for Payment delivered pursuant to Sections 11.10.2 and 14.1 after execution of the Second Amendment, the Architect will include the difference (the "Catch-Up Amount") between (i) the Pre-2nd Amendment Payment and (ii) the amount that would have been due through such time had the Second Amendment been effective prior to calculation of the Pre-2nd Amendment Payment (but not including any interest). The Catch-Up Amount is expected to be approximately Thirty-One Thousand, Nine Hundred Thirty-One and 25/100^{ths} Dollars ($31,931.25).

§ 11.10.2.4 Adjustment Based on Actual Cost of the Work. In the Request for Payment delivered pursuant to Sections 11.10.2 and 14.1 after Substantial Completion, the Architect will calculate the amount due to account for the difference, if any, between the amounts previously invoiced based on the Estimated Cost and the amount that would have been invoiced had those Requests for Payment been based on the actual Cost of the Work. In the event, once the calculation based on the actual Cost of the Work is done, the Architect was paid more than due, the Architect shall refund such overpayment to Owner within thirty (30) days of Substantial Completion.

§ 11.10.2.5 The Architect acknowledges and agrees that no interest will be due or payable to Architect based on the adjustments in Sections 11.10.2.3 and 11.10.2.4, and that such adjusted amounts were not due before such adjustment and delivery of the relevant Requests for Payment pursuant to such sections.

h. Section 2.1.1 of AIA Document A201-2007 General Conditions of the Contract for Construction Between Owner and Architect as modified by Owner and attached to the Agreement as Exhibit B (the "A201") is amended to read as follows in its entirety:

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum or the Guaranteed Maximum Price (the "GMP"), or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Construction Manager and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

i. Section 3.2.1 of the A201 is amended to read as follows in its entirety:

§ 3.2.1 Execution of the Contract and execution of the Guaranteed Maximum Price Amendment (the "GMP Amendment") by the Construction Manager are representations that the Construction Manager has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

j. Section 3.4.2.3 of the A201 is amended to read as follows in its entirety:

3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent, including any claim for an increase in GMP related to such substitution; and

k. Sections 3.7.4 and 3.7.5 of the A201 is amended to read as follows in their entirety:

> **§ 3.7.4 Concealed or Unknown Conditions.** If the Construction Manager encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Construction Manager shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Construction Manager's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum, GMP or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Construction Manager in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the GMP, Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Construction Manager and by the Construction Manager's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Construction Managers inspections, tests, reviews and pre-construction services that Construction Manager had the opportunity and obligation to make in connection with the Project but did not do so.
>
> **§ 3.7.5** If, in the course of the Work, the Construction Manager encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Construction Manager shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Construction Manager shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the GMP, Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

l. Section 3.9.2 of the A201 is amended to read as follows in its entirety:

§ 3.9.2 The Construction Manager, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Construction Manager. No increase in Contract Time or GMP shall be allowed in the event the Owner or Architect objects to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.10.1 The Construction Manager, promptly after execution of the GMP Amendment (if not included within the GMP Amendment), shall prepare and submit for the Owner's and Architect's review and approval a Construction Manager's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Construction Manager's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Construction Manager shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Construction Manager intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Construction Manager shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Construction Manager shall not be entitled to an adjustment in the GMP or the schedule.

m. Section 3.10.2 of the A201 is amended to read as follows in its entirety:

§ 3.10.2 The Construction Manager shall prepare a submittal schedule, promptly after execution of the GMP Amendment (if not included within the GMP Amendment) and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Construction Manager's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Construction Manager fails to

submit a submittal schedule, the Construction Manager shall not be entitled to any increase in GMP or extension of Contract Time based on the time required for review of submittals.

n. Section 3.19.2 of the A201 is amended to read as follows in its entirety:

> **§3.19.2** If, after award of contract, the Construction Manager or one of the Construction Manager's Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Construction Manager's ability to satisfactorily perform the work or to honor the Warranty, the Construction Manager shall promptly notify the Architect, in writing, providing detailed substantiation for the Construction Manger's position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in GMP or Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

o. In Article 7 of the A201, all references to the "Contract Sum" shall mean the Contract Sum and GMP, as applicable.

p. In Sections 8.1.1.2 and 15.1.7 of the A201, references to Section 3.1.1 of the A101 to which the A201 is attached, are instead to section A.2.2 of the GMP Amendment.

q. Section 9.1.1 of the A201 is amended to read as follows in its entirety:

> **§ 9.1.1 Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of the Owner under this Agreement, then the Owner may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 the Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

r. Section 8.2 of the A201 is amended to read as follows in its entirety:

> **§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the GMP Amendment, the Construction Manager confirms that the Contract Time is a reasonable period for performing the Work.

s. Exhibit C of the Agreement is amended by adding the insurance certificate attached as Exhibit I hereto at the end thereof. References in the Agreement to Exhibit

"C" shall be deemed to be to Exhibit C" as amended hereby to include the certificate attached hereto as Exhibit I.

3. **Ratification.** Except as modified herein, all terms and conditions of the Agreement, as amended by this Amendment, remain in full force and effect, and Architect and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

SAM GARCIA ARCHITECT LLC

By: _____
Sam R. Garcia, Jr.
AIA Principal and Managing Member

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM FOR COUNTY:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT I

TO
AMENDMENT #2
TO
AGREEMENT BETWEEN THE COUNTY OF HIDALGO
AND SAM GARCIA ARCHITECT LLC
(Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades)
C15-160-09-15

ADDITIONAL INSURANCE CERTIFICATE
(Becomes part of Exhibit C of the Agreement)

SAMGA-1 OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/20/2017

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 have ADDITIONAL INSURED provisions or 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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC 956-682-2841	CONTACT NAME: Erika Alanis PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: ealanis@swkins.com
INSURED Sam Garcia Architect, LLC P. O. Box 716 McAllen, TX 78505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance Co — 24082 INSURER B : HARTFORD INSURANCE CO. — 29424 INSURER C : AmTrust North America INSURER D : Lloyds of London INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR			BZS1755545182	07/01/2016	07/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			KPP103816301	05/01/2017	05/01/2018	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N N / A			65WBCAJ5422	11/27/2016	11/27/2017	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			PSF00252584	04/18/2017	04/18/2018	EachClaim	2,000,000
							Aggregate	2,000,000

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

CERTIFICATE HOLDER

HIDCOUN

Hidalgo County Purchasing Dept
2812 South Bus. 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

Cynthia Cabaza

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AI-60435 **Purchasing Department** **21. C. 3.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute the final 2007 AIA 133 Form of Agreement between Owner, Hidalgo County and Contractor, Erickson Construction, LLC for "Construction Manager-At-Risk for Palmer Pavilion - Les Gilmore Kitchen Renovations" Project [as approved for negotiation on CC 04-18-17] and subject to final review and approval by Atlas-Hall-Rodriguez prior to execution.

BACKGROUND

Contract document being finalized through Atlas-Hall-Rodriguez, Purchasing & Pct. 2 and will be attached to agenda once received.

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

*funding to be determined after finalized review of document.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/23/2017 03:37 PM
Budget & Management	Veronica Ortiz	06/23/2017 03:41 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Heidi Ortiz		Started On: 06/23/2017 10:07 AM
Final Approval Date: 06/23/2017		

AI-60457 **Purchasing Department** **21. C. 4.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of "Quotes" received for the "Demolition of Palmer Pavilion Structures" to Forte Demolition Inc. from Mission, Texas meeting all specifications and/or requirements for the purpose of award thru Purchase Order for total amount of $24,500.00 and when/if applicable compliance with HB 1295.

BACKGROUND

Requisition #344493

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1350-452-00-122-121-0-730

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available pending Req # 344493 completion.

Attachments

Quote TAB Sheet

insurance

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/23/2017 04:13 PM
Budget & Management	Veronica Ortiz	06/23/2017 04:27 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Yolanda Velasquez Started On: 06/23/2017 01:59 PM

Final Approval Date: 06/23/2017

REQUEST FOR QUOTES TAB SHEET

H.C. – Precinct #2

"Demolition of McAllen Palmer Pavilion Structures"

QUOTES FOR: Hidalgo County is seeking quotes for the "Demolition of Palmer Pavilion" located on 301 East Hackberry Avenue, McAllen, Texas. The proposal pricing should be all inclusive of demolition, removal of debris, and if applicable of permits:

Vendor	Total Price
Bob Rodriguez Construction, LLC-San Juan, TX	$41,000.00
Herrcon, LLC- McAllen, TX	$39,953.99
Forte Demolition Inc. – Mission, TX	$24,500.00

FORTDEM-01 RODRO1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/03/2017

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 have ADDITIONAL INSURED provisions or 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
Shepard Insurance Agency
6801 N 10th St Ste 600
McAllen, TX 78504

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5950
E-MAIL ADDRESS: shepard@shepins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Western World Insurance Compan	
INSURER B: Hallmark County Mutual Ins Co	
INSURER C: United Specialty Insurance Company	12537
INSURER D: Texas Mutual Insurance Company	22945
INSURER E:	
INSURER F:	

INSURED
Forte Demolition, Inc.
2502 Dove Ave
Mission, TX 78574

COVERAGES CERTIFICATE NUMBER: 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			NPP8344177	10/04/2016	10/04/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Deductible $1,000						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			A42511787	11/23/2016	11/23/2017	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			USA4164241	11/23/2016	10/04/2017	AGGREGATE	$ 2,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N/A		0001316079	11/02/2016	11/02/2017	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes a Blanket Automatic Additional Insured Endorsement for ongoing and completed operations, Primary and Noncontributory Provision and Waiver of Subrogation form WW433 (09-14), that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The Business Auto Policy provides Blanket Waiver of Subrogation form CA2046A (03-92) and Blanket Additional Insured form CA9901T (08-08) that provides this feature only when there is a written contract between the named insured and the certificate holder.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

HC Precinct 2
300 W Hall Acres Ste G
Pharr, TX 78577

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

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AGENCY CUSTOMER ID: FORTDEM-01 RODRO1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Shepard Insurance Agency		Forte Demolition, Inc. 2502 Dove Ave Mission, TX 78574 Hidalgo
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The workers Compensation policy includes Blanket Waiver of Subrogation Endorsement (WC420304B) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

Workers Compensation excludes executive officers: Hector Rivera (president) and Ricardo Lara (Vice-President).

The Excess Liability Policy is a follow form over the GL, AL and EL

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AI-60348 **Purchasing Department** **21. C. 5.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase (1) new 2017 John Deere 624K from Doggett Machinery Services [awarded vendor under BuyBoard's contract #515-16] in the amount of $153,334.00 for Commissioner Pct. 2 through submitted Requisition #344932.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-13XX-431-00-122-112-0-751

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available through req# 344932.

Attachments

REQ 344932
Buyboard Contract
Doggett Quote
Price Verification
1295

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/23/2017 02:50 PM
Budget & Management	Veronica Ortiz	06/23/2017 02:53 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Tanya Delira Started On: 06/20/2017 10:32 AM

Final Approval Date: 06/23/2017

Requisition

Req # 00344932

PO #

Date: 06/20/17

Bill To: x
x

Vendor : 324493
DOGGETT HEAVY MACHINERY SERVICES LLC
900 E EXPRESSWAY 83
SAN JUAN TX 78589

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: ARMANDO POMPA
956-787-1891

Contract No: BUYBOARD#515-16

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD#515-16 EXPIRES 11/30/2019 - PCT 2 MACHINERY & EQUIP - PURCHASE OF LOADER APPROVED THRU CC 6/27/17 AI#60348 DO NOT DUPLICATE ORDER		
1.00	EACH	2017 JOHN DEERE 624KII LOADER	281,771.00	281,771.00
1.00	LOT	BUYBOARD DISCOUNT 28%	-78,895.90	-78,895.90
1.00	LOT	DOGGETT DISCOUNT	-29,541.10	-29,541.10
1.00	LOT	TRADE IN SUMMARY: ASSET# 48176 2008 DOOSAN DL250 - LOADER	-20,000.00	-20,000.00
		Account No	Encumbrance	
		7-1345-431-00-122-112-0-751	11,276.78	
		7-1350-431-00-122-112-0-751	142,057.22	
			Freight	.00
			Total	153,334.00

Authorized By: _____

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Doggett Machinery Services - Houston
Address:	9111 North Freeway Houston, TX 77037
Phone Number:	(713) 699-6556
Email:	brad.penick@doggett.com
Website:	http://www.doggett.com
Federal ID:	20-3694220
Contact:	Brad Penick
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	No
Contract Name:	Construction, Road/Bridge, Ditching, Trenching, Utility and Other Equipment
Contract Description:	Air compressors; articulated trucks; conveyors; generators; construction, asphalt, street, t care, & trenching equipment; trommel screen/compost; compactors/rollers; street sweepe waste handling; paint striping; forklifts; service/repair
Contract#:	515-16
Effective Date:	12/01/2016
Expiration Date:	11/30/2019
Payment Terms:	Upon Delivery
Delivery Days:	10
Shipping Terms:	Freight prepaid by vendor and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Best Way
Region Served:	Texas Regions 1,2,3,4,5,6
States Served:	Texas
Quote Reference Number:	515-16
Additional Dealers:	See Dealers/Distributors link for dealer list.

Contract Documents

EDGAR Notice:	Click to view EDGAR Notice
Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice
Additional Dealers/Distributors:	Click to view Vendor Additional Dealers/Distributors Documents

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Doggett Machinery Services - Houston[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description
Doggett Machinery Services - Houston	43% Discount Off John Deere Construction pricelist (43% to 46% discount) for Backhoe/Loaders, Accessories and Attachments. Line Item 8
Doggett Machinery Services - Houston	41% Discount Off John Deere Construction pricelist (41% to 43% discount) for Motor Graders, Accessories and Attachments. Line Item 22
Doggett Machinery Services - Houston	39% Discount Off John Deere Construction pricelist for Tractor Loaders, Accessories and Attachments. Line Item 45
Doggett Machinery Services - Houston	33% Discount Off John Deere Construction pricelist for Skid Steer Loaders, Accessories and Attachments. Line Item 31
Doggett Machinery Services - Houston	33% Discount Off John Deere Construction pricelist (33% to 37% discount) for Tracked Excavators, Accessories and Attachments. Line Item 37
Doggett Machinery Services - Houston	30% Discount Off John Deere Construction pricelist for Articulated Trucks Accessories and Attachments. Line Item 2
Doggett Machinery Services - Houston	30% Discount Off John Deere Construction pricelist (30% to 42% discount) for Waste Handling Wheel Loaders and Landfill Compactors, Accessories and Attachments. Line Item 42
Doggett Machinery Services - Houston	29% Discount Off John Deere Construction pricelist for Track Loaders, Accessories and Attachments. Line Item 34
Doggett Machinery Services - Houston	29% Discount Off John Deere Construction pricelist for Mini Excavators, Accessories and Attachments. Line Item 21
Doggett Machinery Services - Houston	29% Discount Off John Deere Construction pricelist (29% to 30% discount) for Track-Type Tractors and Dozers, Accessories and Attachments. Line Item 36
Doggett Machinery Services - Houston	28% Discount Off John Deere Construction pricelist (28% to 42% discount) for Wheel Loaders, Accessories and Attachments. Line Item 45
Doggett Machinery Services - Houston	20% Discount Off John Deere Construction Worksite Pro Attachments pricelist for Hydraulic Hammers, Accessories and Attachments. Line Item 15
Doggett Machinery Services - Houston	20% Discount Off John Deere Construction Worksite Pro Attachments pricelist for Cold Planers, Accessories and Attachments. Line Item 10
Doggett Machinery Services - Houston	20% Discount Off John Deere Construction Worksite Pro Attachments pricelist for All Other Construction, Road, Bridge, and Repair Equipment, Accessories and Attachments. Line Item 47
Doggett Machinery Services - Houston	18% Discount Off John Deere Construction pricelist for Knuckleboom Loaders, Accessories and Attachments. Line Item 18

Showing 1 to 15 of 15 entries

First Previous 1 Next Last

Contact us 800-695-2919

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Doggett Heavy Machinery Services, LLC
Company Name

900 E. Expressway 83
Address

San Juan | TX | 78589
City | State | Zip

956-787-0001 | 956-787-0055
Phone Number | Fax Number

Brad Penick
Contact Person

Doggett Heavy Machinery Services, LLC
Company Name

134 North Padre Island Dr.
Address

Corpus Christi | TX | 78406
City | State | Zip

361-289-0727 | N/A
Phone Number | Fax Number

Brad Penick
Contact Person

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PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Doggett Heavy Machinery Servs, LLC
Company Name

12410 US 59 North
Address

Victoria | TX | 77905
City | State | Zip

361-570-6666 | N/A
Phone Number | Fax Number

Brad Penick
Contact Person

Doggett Heavy Machinery Servs, LLC
Company Name

9111 North Freeway
Address

Houston | TX | 77037
City | State | Zip

(713) 679-6700 | N/A
Phone Number | Fax Number

Mike Prichard
Contact Person

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Doggett Heavy Machinery Services, LLC
Company Name

3500 State Hwy 21 West
Address

Bryan | TX | 77803
City | State | Zip

979-823-1905 | N/A
Phone Number | Fax Number

Mike Prichard
Contact Person

Doggett Heavy Machinery Services, LLC
Company Name

4355 W. Cardinal Dr.
Address

Beaumont | TX | 77705
City | State | Zip

(409) 842-1754 | N/A
Phone Number | Fax Number

Mike Prichard
Contact Person

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

W.L. Doggett LLC d/b/a

Doggett Machinery Service
Company Name

4006 Ellen Trout Dr.
Address

Lufkin | TX | 75903
City | State | Zip

(936) 634-8801 | N/A
Phone Number | Fax Number

Garret Smith
Contact Person

W.L. Doggett LLC d/b/a

Doggett Machinery Service
Company Name

1126 N. NE Loop 323
Address

Tyler | TX | 75708
City | State | Zip

(903) 592-8900 | N/A
Phone Number | Fax Number

Garret Smith
Contact Person

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

WL Dogsett LLC
d/b/a

Doggett Machinery Services
Company Name

413 South Eastman Rd
Address

Longview | TX | 75602
City | State | Zip

(903) 758-3326 | N/A
Phone Number | Fax Number

Garret Smith
Contact Person

Company Name

Address

City | State | Zip

Phone Number | Fax Number

Contact Person

JOGGETT

6-20-17

Hidalgo County Pct # 2
4011 S. Veterans Blvd
San Juan , Tx
Attn : Armando Salinas

We are pleased to quote the following for your consideration:

1 - 2017 John Deere 624K Loader

7650DW	624K II Loader	$ 227,629.00
0810	624K Standard Gathering Group	$ in base price
2605	English Labels	$ no charge
1010	624K Loader	$ in base price
0924	John Deere FT4 Diesel Engine	$ 22,991.00
1520	Reversing Fan	$ 1,550.00
1430	Air intake system with centrifugal precleaner engine	$ 617.00
1310	Engine exhaust black curved stack	$ in base price
1215	130 amp alternator	$ 585.00
2708	24 volt to 12 volt 8 amp converter	$ in base price
1610	Standard fuel filter & Water separator	$ in base price
1120	5 speed transmission with lock up torque converter	$ in base price
3046	Front Hydraulically locking differential &Rear differential	$ in base price
3120	Manual Axle Differential lock	$ in base price
4934	20.5R25 Radial Tires	$ 13,138.00
5530	Front fenders	$ in base price
2010	Standard Z Bar	$ in base price
2890	no payload scale	$ in base price
2422	2 function joystick control	$ in base price
8422	Cab with Air Conditioner	$ in base price
8450	Cab with air a/c charge	$ in base price
2220	Standard Fabric air suspension seat	$ in base price
2120	Steering Wheel	$ in base price
1910	Greased Steering cylinder joints	$ in base price
2510	Ride Control	$ 4,015.00
5610	Left side steps	$ in base price



JOHN DEERE

DOGGETT

7110	Halogen work and drive lights	$ in base price
8310	Standard outside mirrors	$ in base price
8210	Rear counterweight with rear hitch	$ in base price
170C	JD Link 5 years	$ in base price
8750	3.5 cu yd bucket	$ 9,308.00
9106	AM /FM Radio	$ 576.00
9430	Bottom Guards	$ 1,362.00

Sales Price:	$ 281,771.00
Buyboard Discount: -28% Contract # 515-16	$ - 78,895.90
Doggett Discount:	$ - 29,541.10
Price :	$ 173,334.00
Daewoo DL250 S/N# 70005175 Trade-in	$ -20,000.00
Sales Price	$ 153,334.00

Thank you for the opportunity to quote John Deere Machinery.

Sincerely,

Andy Ramos
Territory Sales Manager
900 E. Expressway 83
San Juan,Tx 78589

JOHN DEERE

JOHN DEERE

Current Date 07Mar2017

624K-II LOADER

624K-II Standard Equipment

POWER TRAIN:
5 Speed Transmission with Lock-Up Torque Converter
Electronically Controlled Fully Automated Shift System
Quick Shift Button on Loader Control Lever with 2 Selectable Modes

Automatic / Manual Shift Modes
Programmable Maximum High Gear
Adaptive Clutch-Cutoff Clutch Calibration
Engaged from Monitor
100% Locking Front and Conventional Rear Differentials with Inboard Mounted Heavy Duty Planetary Gears
Heavy Duty Self Adjusting Front and Rear Power Brakes
Electrically Actuated Automatic Spring Applied, Hydraulically Released, Wet Multi-Disc Park Brake
Transmission Fill Tube and Sight Gauge
2000 Hour Transmission Filter
COOLING:
Quad-Cool System:
Heavy Duty, Trash Resistant Radiator and High Ambient Cooling Package
2 Side access to all Coolers
Cooling System Isolated Hydraulic Diagnostic Ports
4000 Hour In-Tank Filter

ELECTRICAL:
24 Volt Electrical System

Solid State Electrical Power Distribution System
(2) Heavy Duty Batteries - each 950 Cold Cranking amps/190 minute Reserve Capacity Reserve Capacity
Lockable Master Electrical Disconnect Switch
Battery Terminal Safety Covers
Pre-wired for Beacon/Strobe Light
Lights:
(2) Halogen Driving Lights with Guards
(4) Front and (2) Rear Work Lights
Turn Signals and Flashers
LED Stop and Tail Lights

Horn, Electric
Reverse Warning Alarm
Voltage Converter for 24V to 12V / 8 Amps
Multi-Function / Multi-Language LCD Color Monitor includes:
DIGITAL INSTRUMENTS

ANALOG Display:
Hydraulic Oil Temperature
Engine Coolant Temperature
Defroster and Pressurizer
Front and Rear Intermittent Windshield Wipers and Washers
(1) Inside and (2) Outside Rear View Mirrors
Left and Right Rear Side Opening Windows
Sun Visor
Keyless Start with Multiple Security Modes
Sealed Switch Module with Function Indicators
Seat with Back Rest Extension, Deep Foam, Fabric Cover, Adjustable Air Suspension for Weight/Height with Fore-Aft Adjustment and Adjustable Arm Rests
Hydraulic Controls Integrated to Seat

3 Inch High Visibility Blaze Orange Seat Belt with Retractor
(2) Cup Holders
Lunch box (Cooler) Holder
Dome and Reading Light
12 Volt Power Port
Radio Ready
Rubber Floor Mat
Tilt Steering Column
Textured Steering Wheel with Spinner Knob
Operator's Manual Storage Compartment
Left Side Operator Station Access Slip-Resistant Steps and Ergonomically Located Handholds
Overall Vehicle:
NeverGrease Rear Axle Oscillation Joints
Front and Rear Tie Downs
Front Fenders
Rear Hitch with Locking Pin
Articulation Locking Bar
Boom Locking Bar
40 Degree Steering Articulation to Each Side with Rubber Cushion Stops on Frame

Exhibit S 6/19/17

from Engine Compartment
Engine Radiator
Integral Engine Oil Cooler
Hydraulic Oil Cooler (Oil to Air)
Transmission Oil Cooler (Oil to Air)
Front and Rear Axle Coolers with Axle Oil Filtration
Charge Air Cooler (Air to Air)
Coolant Recovery Tank
Antifreeze, -34F (-37 C)

Cool-on Demand Swing out Fan
Enclosed Fan Safety Guard
HYDRAULICS:
Pressure Compensating Load Sensing Hydraulic System
2 Function Hydraulic Joystick with FNR Control
Automatic Return to Dig

In Cab Adjustable Automatic Boom Height Kickout / Return to Carry

Hydraulic Function Enable / Disable
Hydraulic Reservoir with Sight Gauge and Fill Strainer

Transmission Oil Temperature
Engine Oil Pressure
DIGITAL Display:
Engine RPM
Transmission Gear / Direction Indicator
Hour Meter
Fuel Level
DEF Level (FT4 Only)
Speedometer
Odometer
Outside Temperature
Integrated Cycle Counter with 5 Categories
Indicator Lights for Standard and Selected Options
Indicator Lights For Amber Caution and Red Stop
Operator Warning Messages
BUILT-IN DIAGNOSTICS:
Diagnostic Code Details

Sensor Values Calibrations
Individual Circuit Tester

MENU DISPLAY:
Codes
Machine Settings
Diagnostics
Monitor Settings
OPERATOR'S STATION:
ROPS Quiet Cab with Heater and Air Conditioning

Vandal Protection With Lockable Engine Enclosures, Right Counterweight Compartment, Battery Box, Filler Access for Radiator/Fuel/Hydraulic/Transmission

Service Steps and Handholds
Storage Compartment
Fuel Tank Fill Strainer
Heavy Duty Fuel Tank Guard
Ground Level Fueling and DEF
Less Tires and Wheels

Required - *You must select one from each category*

BASE MACHINE

FOB Davenport, Ia. "As not all option codes have field kits, please review your order option codes and available kits prior to placing a machine order"

Description	Code	Price
624K-II LOADER	7650DW	$227,629.00

GATHERING GROUP CONFIGURATIONS

Description	Code	Price

Standard Gathering Group	0810	In Base Price

LANGUAGE DECALS

Description	Code	Price
English Labels and Decals	2605	No Charge
Spanish Labels and Decals	2610	No Charge
French Labels and Decals	2615	No Charge

MACHINE CONFIGURATION

Description	Code	Price
Standard Loader	1010	In Base Price
FT4 Waste Handler	1021	No Charge

Requires the following codes:
0810 - Standard Gathering Group
0924 - FT4 Engine
1110 - 4 Speed Transmission
1430 - Air Intake System with Centrifugal Precleaner Engine
1520 - Reversing Fan Drive
2010 or 2020 - Z-BAR or High Lift Linkage
3120 - Manual Axle Differential Lock
5570 - Less Fenders
5610 - Left Side Steps
8230 - Less Hitch and Rear Counterweight
8422 - ROPS Cab with Air Conditioning
8450 - Cab w/ Air A/C Charge
9430 - Bottom Guards

Cannot order code:
9125 Beacon Bracket
9126 Dual Beacon Bracket
9420 Transmission Guards
9045 Quick Fluid Service

Requires AT447821 FT4 624K Waste Handler Package, Installed. (Requires loader to ship to GR Mfg).

The dealer is responsible for making arrangements to get the unit to GR Manufacturing for installation. Shipping cost is not included in the installation.

ENGINE

Description	Code	Price
John Deere PowerTech Engine	0924	$22,991.00

John Deere PowerTech PVS 6.8L meets EPA FT4 and EU Stage IV Emissions
(186 Net Peak hp)
Turbocharged
Wet Sleeve Cylinder Liners
Programmable Auto-Idle and Auto-Shutdown
Selected Idle Adjustment from 900-1250 RPM
Starter Protection
Automatic Derating for Exceeded System Temperatures
Electronically Controlled Fuel Delivery System
Serpentine Drive Belt with Automatic Tensioner
Under Hood Dual Element Air Cleaner with Restriction Indicator
Under Hood Prescreened Air Intake
Under Hood Muffler with Curved Exhaust Stack
Dual-Stage Fuel Filter and Water Separator

500 Hour Vertical Spin-on Oil Filter
80 Amp Alternator
By-Pass Start Safety Cover at Starter.

ENGINE FAN DRIVE

Description	Code	Price
Standard Fan Drive	1510	In Base Price
Reversing Fan Drive	1520	$1,550.00

Requires code 1430 Air Intake System with Centrifugal Precleaner Engine

AIR INTAKE

Description	Code	Price
Air Intake system without Precleaner Engine	1410	In Base Price
Air Intake System with Centrifugal Precleaner Engine	1430	$617.00

ENGINE EXHAUST

Description	Code	Price
Engine Exhaust with Flat Black Curved Stack	1310	In Base Price
Engine Exhaust with Chrome Curved Stack	1330	$344.00

ALTERNATOR

Description	Code	Price
100 amp Alternator - FT4	1211	$275.00

For use with Engine option code 0924
For use with Power Converter Codes 2708 or 2790

130 amp Alternator	1215	$585.00

For use with FT4 Engine code 0924.

12V POWER CONVERTER

Description	Code	Price
24 Volt to 12 Volt - 8 Amp Converter	2708	In Base Price
24 Volt to 12 Volt - 15 Amp Converter	2715	$115.00
24 Volt to 12 Volt - 30 Amp Converter	2730	$265.00
No 24 Volt Power Converter	2790	($200.00)

FUEL FILTERS

Description	Code	Price
Standard Fuel Filter & Water Separator	1610	In Base Price

Requires code 0911 or code 0924.

TRANSMISSION

Description	Code	Price
Transmission	1110	($3,900.00)
5-Speed		
5-Speed Transmission with Lock-up Torque Converter	1120	In Base Price
Recommend Ride Control with Lock-up Torque Converter for Load and Carry applications.		

AXLES

Description	Code	Price
Front Hydraulically Locking Differential and Rear Conventional Differential Axles	3046	In Base Price
High Traction - Front & Rear Hydraulically Locking Differential Axles	3049	$1,953.00

DIFFERENTIAL LOCK ACTUATION

Description	Code	Price
Automatic Differential Lock	3110	$1,429.00
Allows operator to switch on Automatic Diff Lock providing continual differential lock in all conditions Minimizing tire spin. Requires Bottom guard code 9430.		
Manual Axle Differential Lock	3120	In Base Price

WHEELS AND TIRES (FOUR)

Description	Code	Price
LESS TIRES:		
Less Wheels and Tires	4000	In Base Price
With 8 Degree Axle Stops If solid tires are installed it requires the Rear Access Platforms from GR Mfg listed in the Referral section of the Price Pages. Includes retaining hardware. This package is required for rear axle warranty. For warranty information refer to the SAM manual.		
20.5x25 3pc. Rims Less Tires	4007	$3,161.00
600/65R25 3pc. Rims Less Tires	4008	$3,185.00
20.5R25 L2 SINGLE STAR RADIAL TIRES WITH 3 PIECE RIMS:		
No Brand Preference	4932	$14,275.00
Michelin XTLA	4411	$18,283.00
Bridgestone VUT	4412	$16,930.00
Titan TGD2	4413	$15,000.00

20.5-25 L2 16PR BIAS TIRES WITH 3 PIECE RIMS:		
No Brand Preference	4933	$11,900.00
Firestone SGG	4322	$13,107.00
Titan Loader	4323	$12,600.00
20.5R25 L3 SINGLE STAR RADIAL TIRES WITH 3 PIECE RIMS:		
No Brand Preference	4934	$13,138.00
Michelin XHA2	4421	$19,030.00
Bridgestone VMT	4422	$16,640.00
Titan STL3	4423	$13,900.00
OTHER TIRE OPTIONS:		
20.5R25 L2 XSnoPlus Michelin w/ 3 pc. Rims	4415	$19,950.00
20.5-25 16 PR L3 SRG Firestone Bias Tires w/ 3 pc. Rims	4332	$14,080.00
620/75R26 Michelin MegaXbib Agriculture Tires w/ 1 pc. Rims	5114	$19,320.00

Includes 8 degree axle stops
Requires Codes:
5570 Less fenders

TIRE FENDERS

Description	Code	Price
Front Fenders	5530	In Base Price
Full Coverage Front Fenders	5540	$450.00
Full Front and Rear Fenders For Muddy Applications	5550	$2,715.00
Less Fenders	5570	No Charge

LINKAGE CONFIGURATION

Description	Code	Price
Standard Z-BAR	2010	In Base Price

Not for use with code 8220 Rear Cast Bumper/Counterweight with Rear Hitch.

High Lift Z-BAR	2020	$4,400.00

Adds 14.88 inches (378 mm) height to bucket hinge pin, fully raised.
Rated tipping load, breakout and lift capacity will be lower
than unit equipped with the
standard boom.
Not for use with code 8210 Rear Counterweight with Rear Hitch.

Powerllel - For use with Factory Installed Loader Coupler	2030	$5,090.00

Requires code 8555 or 8556 Coupler.

Powerllel - For use with Aftermarket Couplers and/or Attachments	2040	$5,492.00

Includes pins and shipping fixture.
Not for use with Deere factory couplers or with factory or field pin-on buckets.

Tool Carrier - For use with HI-Vis Coupler	2050	$5,176.00

Not available with standard (JRB compatible) Coupler.
Requires code 2432, 2434, or 2436.
Requires codes 2510 and 8566 and 8220.

Tool Carrier - For use with Aftermarket Couplers and/or Attachments	2060	$5,495.00

Includes pins and shipping fixture.
Not for use with Deere factory couplers or with factory or field pin-on buckets.
Requires hyd. codes 2432,2434 or 2436.
Also requires codes 2510 and 9310 and 8220.

PAYLOAD SCALE

Description	Code	Price
Loadrite L2180 Payload Scale	2810	In Referral Price

Option includes the Deere branded L2180 that will integrate with JDLink for remotely monitoring payload weighing data. Electronic components will be field installed and calibrated by the corresponding Loadrite Dealer. Price includes set up, activation and calibration.

Only for use on order codes 2010 (Z-Bar Linkage) or 2020 (High Lift Z-Bar Linkage).

Embedded Payload Scale (EPS)	2850	$7,135.00

EPS is an integrated weighing system visible in the base monitor. It provides bucket and material payload weighing at the pile and daily payload totals. EPS does not have the capability of connecting any external hardware, so printers, data modules, or modems cannot be used.

EPS components are factory installed but require calibration by the corresponding Loadrite Dealer. Loadrite must be contacted to activate and calibrate this scale.
The cost to set up, activate and calibrate this scale is already included in the price.

Contact number:
1-800-528-5623(nationwide call in

Only for use on order codes 2010 (Z-Bar Linkage) or 2020 (High Lift Z-Bar Linkage).

No Payload Scale	2890	In Base Price

Z-Bar and High Lift Linkage models will be shipped Loadrite ready.
AT439717 may be added at a later time to install L2180 Payload Scale.

Tool Carrier and Powerlell models are not configured for Loadrite application and will not be shipped Loadrite ready.

HYDRAULIC CONTROLS

Description	Code	Price

2 Function -- Joystick with FNR	2422	In Base Price
1 lever controls boom and bucket. Requires code 2120 Conventional Steering.		
2 Function -- Joystick with Steering Column FNR	2424	No Charge
1 lever controls boom and bucket.		
2 Function -- 2-Lever Fingertip Control and Steering Column FNR	2426	$158.00
1 lever controls boom and 2nd lever controls bucket functions.		
3 Function -- Joystick with FNR and 3rd Function Auxiliary Control Lever	2432	$2,929.00
1 lever controls both boom and bucket and 2nd lever controls auxiliary functions. Includes auxiliary hydraulic lines to boom cross tube. Requires code 2120 Conventional Steering.		
3 Function -- Joystick with 3rd Function Auxiliary Control Lever and Steering Column FNR	2434	$2,929.00
1 lever controls boom and bucket, 2nd lever controls auxiliary functions. Includes auxiliary hydraulic lines to boom cross tube.		
3 Function -- 3-Lever Fingertip Controls with Steering Column FNR	2436	$2,929.00
1 Lever controls boom, 2nd Lever for bucket and 3rd Lever controls auxiliary functions. Includes auxiliary hydraulic lines to boom cross tube.		
4 Function -- 4 Lever Finger Tip Controls and Steering Column FNR	2444	$4,242.00
1 lever controls boom, 1 lever controls bucket, 2 single levers controls 2 additional auxiliary functions. Includes auxiliary hydraulic lines to boom cross tube.		

OPERATOR STATION

Description	Code	Price
ROPS Quiet Cab with Heater	8419	($6,040.00)
Includes: Heater Defroster and pressurizer Front and rear intermittent windshield wipers and washers (1) inside and (2) outside rear view mirrors Left and right rear side windows open 2.5" (65 mm) for ventilation Sun visor		
Not for use with FT4 Engine, order code 0924.		
ROPS Quiet Cab with Air Conditioning	8422	In Base Price
Includes: Air conditioner Heater Defroster and pressurizer		

Front and rear intermittent windshield wipers and washers
(1) inside and (2) outside rear view mirrors
Left and right rear side windows open 2.5" (65 mm) for ventilation
Sun visor

A/C CHARGE

Description	Code	Price
Cab with Air A/C Charge	8450	In Base Price
Requires code 8422		
Cab with Heater-No A/C Charge	8455	No Charge
Requires code 8419		

SEAT

Description	Code	Price
Standard Fabric, Back Rest Extension, Air Suspension Seat	2220	In Base Price
Fabric Covered Seat with Back Rest Extension includes full adjustment, Lumbar, and Air Suspension with full damping capability. Requires code 2120 (Conventional Wheel)		
Premium Heated, Leather/Fabric, High-Wide Back w/ Head Rest Extension, Air Suspension Seat w/ Conventional Left Arm Rest	2230	$829.00
Requires order code 2120 (Conventional Wheel).		
Seat includes full adjustment, Lumbar and Air Suspension with full damping capability.		
Standard Vinyl, Back Rest Extension, Air Suspension Seat	2240	No Charge
Seat includes full adjustment, Lumbar and Air Suspension with full damping capability. Requires order code 2120 (Steering Wheel Only)		

STEERING SYSTEMS

Description	Code	Price
Steering Wheel Only	2120	In Base Price
Steering Wheel remains without Joystick Steering. Requires code 2220 or 2230 Seat.		

STEERING CYLINDERS

Description	Code	Price
Greased Steering Cylinder Joints	1910	In Base Price
NeverGrease Steering Cylinder Joints	1915	No Charge

RIDE CONTROL

Description	Code	Price
Ride Control	2510	$4,015.00

Code 9430 Bottom Guards are recommended in applications where underside is vulnerable.

Less Ride Control	2520	In Base Price

OPERATOR STATION STEPS

Description	Code	Price
Left Side Steps	5610	In Base Price
Left And Right Side Steps	5620	$920.00
Close Mounted Left Side Steps Only	5670	No Charge

Requires order code 5570 (Less Fenders) and not for use with order code 0924 (FT4 Engine)

LIGHTING

Description	Code	Price
Halogen Work and Drive Lights	7110	In Base Price

Incandescent Front Turn and Marker Lights
LED Rear Turn and Marker Lights

Halogen Work and Drive Lights	7120	$257.00

LED Front Turn/Marker & Rear Turn/Brake Lights

Premium LED Work and Drive Lights	7140	$1,706.00

All exterior machine lights are LED
LED Front Turn/Marker & Rear Turn/Brake Lights

OUTSIDE MIRRORS

Description	Code	Price
Standard Outside Mirrors	8310	In Base Price
Heated Outside Mirrors	8320	$624.00

REAR HITCH AND COUNTERWEIGHT

Description	Code	Price
Rear Cast Bumper/Std Counterweight with Rear Hitch and Locking Pin	8210	In Base Price

For use with Linkage Code 2010.

Rear Cast Bumper/Counterweight with Rear Hitch and Locking Pin	8220	$1,189.00

Not for use with Linkage Code 2010
Heavy Duty Counterweight

Less Hitch and Rear Counterweight	8230	($3,625.00)

FT4-Right side rear counterweight is removed, left side rear counterweight is still in place due to DEF/fuel tank placement.

ST2/T3-Rear counterweights are removed on both sides.
For use with Standard or High Lift Linkage Codes 2010 or 2020.

MACHINE CONNECTIVITY

Machine connectivity functions require cellular coverage. Usage of JDLink System requires customer's acceptance of the terms of the John Deere Telematics System Contract. Option availability limited by specific geographical regions. Please refer to region specific price pages for appropriate ordering codes.

Description	Code	Price
JDLink Ultimate Cellular - 5 Years	170C	In Base Price

Includes JDLink hardware: integrated cab wiring harness, antenna, 4G LTE modular telematics gateway (MTG), Wi-Fi data transfer, Blue Tooth capability and JDLink Ultimate activation.

JDLink utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLink hardware to restore functionality.

Includes 5 year subscription. Annual subscription renewal required after 5 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions.
Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.

JDLink Ultimate Satellite - 5 Years	170J	$2,074.00

Includes JDLink hardware: integrated cab wiring harness, antenna, 4G LTE modular telematics gateway (MTG), Wi-Fi data transfer, Blue Tooth capability and JDLink Ultimate activation.

JDLink utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLink hardware to restore functionality.

Includes 5 year subscription. Annual subscription renewal required after 5 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions.
Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.

Optional - *Select as desired*

BUCKETS, COUPLERS AND FORKS

All bucket capacity ratings are with auxiliary cutting edge or teeth with segments installed.

Description	Code	Price
Bucket Pins Less Bucket	8550	$595.00

When installing attachments that are heavier than 4175lbs (standard z-bar) or 2925lbs (high lift), it is strongly recommended field kit AT361145 be installed. This field kit allows control over the dump speed and protects the linkage components from damage with large attachments.

Z-BAR PIN-ON BUCKETS

Not for use with Powerllel or Tool Carrier codes 2040 or 2060.

3.5 Cu. Yd. (2.7 Cu. M.) 106 in. Wide GP Bucket with Bolt-on Cutting Edge	8750	$9,308.00
With Weld on Skid Shoes		
3.5 Cu. Yd. (2.7 Cu. M.) 106 in. Wide GP Bucket with Teeth and Cutting Edge Segments	8755	$9,975.00
HYDRAULIC COUPLERS		
Hi-Vis Z-BAR Hydraulic Attachment Coupler	8561	$4,140.00
When ordered with 3rd function hydraulics, plumbing to coupler included. (Euro adaptable to include Volvo attachments)		
Z-BAR Hydraulic Attachment Coupler	8560	$5,051.00
When ordered with 3rd function hydraulics, plumbing out to the coupler is included. (JRB compatible)		
Hi-Vis Powerllel Hydraulic Attachment Coupler	8556	$4,606.00
When ordered with 3rd function hydraulics, plumbing to coupler included. (Euro adaptable to include Volvo attachments)		
Powerllel Hydraulic Attachment Coupler	8555	$5,051.00
When ordered with 3rd function hydraulics, plumbing out to the coupler is included. (JRB compatible)		
Hi-Vis Tool Carrier Hydraulic Attachment Coupler	8566	$5,051.00
Not for use with code 9310.		
COUPLER FORKS		
Hi-Vis 60 in.(1524mm) Coupler Fork Frame Carriage w/48 in. (1219mm) Tines	8581	$5,112.00
Requires code 8556 or 8561 Hi-Viz Coupler or 8566 TC Hi-Vis Coupler		
Hi-Vis Coupler Fork Frame Carriage w/60 in.(1524mm) Tines	8586	$5,247.00
Requires code 8556 or 8561 Hi-Viz Coupler or 8566 TC Hi-Vis Coupler 60 in. (1524 mm) Frame.		
Hi-Vis 90 in.(2286mm)Coupler Fork Frame Carriage w/48 in.(1219mm) Tines	8591	$8,662.00
Requires code 8556 or 8561 Hi-Viz Coupler or 8566 TC Hi-Vis Coupler		
Hi-Vis 90 in.(2286mm) Coupler Fork Frame Carriage w/60 in.(1524mm) Tines	8596	$9,137.00
Requires code 8556 or 8561 Hi-Viz Coupler or 8566 TC Hi-Vis Coupler		
60 in.(1524mm) Coupler Fork Frame Carriage w/48 in. (1219mm) Tines	8580	$5,112.00
60 in.(1524mm) Coupler Fork Frame Carriage w/60 in. (1524mm) Tines	8585	$5,247.00

90 in.(2286mm)Coupler Fork Frame Carriage w/48 in. (1219mm) Tines	8590	$8,662.00
90 in.(2286mm) Coupler Fork Frame Carriage w/60 in. (1524mm) Tines	8595	$9,137.00
FORK FRAME GUARDS		
Bolt-on Fork Frame Guard for 60 in. Fork Frame	8598	$1,033.00
Bolt-on Fork Frame Guard for 90 in. Fork Frame	8599	$1,380.00
COUPLER BUCKETS		
3.0 Cu. Yd. (2.3 Cu. M.) 106 in. Wide GP Hi-Vis Coupler Bucket with Bolt-on Cutting Edge	8836	$8,485.00
3.0 Cu. Yd. (2.3 Cu. M.) 106 in. Wide GP Hi-Vis Coupler Bucket with Teeth and Cutting Edge Segments	8841	$8,780.00
3.5 Cu. Yd. (2.7 Cu. M.) 106 in. Wide GP Hi-Vis Coupler Bucket with Bolt-on Cutting Edge	8851	$9,308.00
3.5 Cu. Yd. (2.7 Cu. M.) 106 in. Wide GP Hi-Vis Coupler Bucket with Teeth and Cutting Edge Segments	8856	$9,975.00
3.0 Cu. Yd. (2.3 Cu. M.) 106 in. Wide GP Coupler Bucket with Bolt-on Cutting Edge	8835	$8,485.00
3.0 Cu. Yd. (2.3 Cu. M.) 106 in. Wide GP Coupler Bucket with Teeth and Cutting Edge Segments	8840	$8,780.00
3.5 Cu. Yd. (2.7 Cu. M.) 106 in. Wide GP Coupler Bucket with Bolt-on Cutting Edge	8850	$9,308.00
3.5 Cu. Yd. (2.7 Cu. M.) 106 in. Wide GP Coupler Bucket with Teeth and Cutting Edge Segments	8855	$9,975.00
LIGHT MATERIAL BUCKETS		
All Light Material Enhanced Production Buckets come with Bolt on Cutting Edges, Bolt on Skid Shoes, and an Integrated Spill Guard. Side Cutters also available as field kits.		
4.0 Cu. Yd. (3.1 Cu. M.) 114 in. Wide Standard Coupler Enhanced Production Light Material Bucket	8860	$11,571.00
Requires Standard Z-Bar 2010 or High Lift Z-Bar 2020 Linkage Requires 8560 Z-Bar Coupler		
4.0 Cu. Yd. (3.1 Cu. M.) 114 in. Wide Hi-Vis Coupler Enhanced Production Light Material Bucket	8861	$11,571.00
Requires Standard Z-Bar 2010 or High Lift Z-Bar 2020 or Powerllel 2030 or 2050 Tool Carrier Linkage Requires 8556 or 8561 Hi-Viz Coupler or 8566 Tool Carrier Hi-Vis Coupler		
4.5 Cu. Yd. (3.4 Cu. M.) 114 in. Wide Standard Coupler Enhanced Production Light Material Bucket	8862	$11,857.00
Requires Standard Z-Bar 2010 or High Lift Z-Bar 2020 Linkage Requires 8560 Z-Bar Coupler		
	8863	$11,857.00

4.5 Cu. Yd. (3.4 Cu. M.) 114 in. Wide Hi-Vis Coupler Enhanced Production Light Material Bucket		
Requires Standard Z-Bar 2010 or High Lift Z-Bar 2020 or Powerllel 2030 or 2050 Tool Carrier Linkage Requires 8556 or 8561 Hi-Viz Coupler or 8566 Tool Carrier Hi-Vis Coupler		
5.25 Cu. Yd. (4.0 Cu. M.) 120 in. Wide Standard Coupler Enhanced Production Light Material Bucket	8870	$12,429.00
Requires Standard Z-Bar 2010 or High Lift Z-Bar 2020 Linkage. Requires 8560 Z-Bar Coupler.		
5.25 Cu. Yd. (4.0 Cu. M.) 120 in. Wide Hi-Vis Coupler Enhanced Production Light Material Bucket	8871	$12,429.00
Requires Standard Z-Bar 2010 or High Lift Z-Bar 2020 or Powerllel 2030 or 2050 Tool Carrier Linkage Requires 8556 or 8561 Hi-Viz Coupler or 8566 Tool Carrier Hi-Vis Coupler		

OPTIONAL EQUIPMENT - ORDER AS DESIRED

Description	Code	Price
POWERTRAIN & COOLING		
Engine Block Heater	9015	$243.00
Recommend for cold starts below -10 degrees F (-23 C)		
Environmental Drains and Sampling Ports	9043	$410.00
Quick Fluid Service	9045	$850.00
Coupling system for Engine Oil, Transmission Fluid, Hydraulic Fluid and Engine Coolant.		
Wheel Spin Control	9050	$747.00
Wheel spin control engages in 1st gear only.		
Electrical Corrosion Prevention Package	9210	$1,425.00
Preventive corrosion treatment for use in corrosive environments. Preventive corrosion treatment includes dielectric grease for electrical connections and polyurethane-based sealant on exposed terminals.		
OPERATOR STATION		
AM/FM/Weather Band (WB) Radio with Remote AUX Port	9106	$576.00
Not for use with code 2790 (No 24 Volt Power).		
Premium AM/FM/Weather Band (WB)/ XM Ready Radio with Bluetooth, Remote Aux and Remote USB Port	9111	$850.00
Not for use with code 2790 (No 24 Volt Power).		
Powered Cab Air Pre-Cleaner	9115	$945.00
Extends cab air filter change intervals.		
	9125	$189.00

Single Beacon Bracket		
Bracket has fold down position for transport. Cannot be ordered with code 9126.		
Dual Beacon Bracket	9126	$378.00
Cannot be ordered with code 9125.		
Rear Camera and Radar Object Detection System	9130	$4,589.00
Display shows view behind the machine and provides audible alert. Rear view is displayed in video-enabled LCD Color Monitor. Not for use with code 2790 (No 24 Volt Power Converter)		
Rear Camera Only	9131	$1,285.00
Not for use with code 2790 (No 24 Volt Power Converter) or 9130 (Rear Camera and Radar Object Detection System).		
5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	9140	$139.00
Secondary Steering	9305	$2,851.00
OVERALL VEHICLE		
Hydraulic Control System for Attachment Coupler Locking Pins	9310	$1,452.00
For use with field installed Attachment couplers. Includes hydraulic lines from control valve to loader boom cross tube, electric switch and solenoid valve.		
Transmission Side Frame Guards	9420	$450.00
Bottom Guards	9430	$1,362.00
Level 2 Sound Package	9460	$223.00
Requires codes 9420 and 9430 Guards.		
Lift Hooks	9510	$317.00
License Plate Bracket and Light	9520	$177.00
Slow Moving Vehicle (SMV) Emblem	9525	$157.00
Finish Paint - Decals Not Installed	9800	No Charge
For custom paint. Paintable cab roof. Decals packaged with machine. Safety decals installed.		
Non-Export Rust Preventive Coating	9909	$235.00
Coating protects exposed unpainted surfaces from road salt during shipment.		
Hydraulic Fluid - Hydrau XR	9316	$250.00

Optional factory fill.
Required for colder climates with operation below -25C (-13F) and extreme cold ambient temperatures down to -40C (-40F).
Provides all-season capability in ambient temperatures ranging from -40C to 40C (-40F to 104F).

Engine Compartment Light	9240	$145.00

NO BRAND PREFERRED TIRES

20.5R25 1 STAR L2 NO BRAND PREFERRED RADIAL TIRES WITH 3 PC RIMS	9707	No Charge
20.5-25 L2 16PR BIAS NO BRAND PREFERRED WITH 3 PC RIMS	9708	No Charge
20.5R25 1 STAR L3 NO BRAND PREFERRED RADIAL TIRES WITH 3 PC RIMS	9709	No Charge

ATTACHMENTS FOR FIELD CONVERSION

F.O.B. Dubuque, Iowa for dealer-installed kits, except where noted. Some of the following kits may require additional parts for a complete installation. Prior to ordering, check the installation instructions by going to www.johndeeretechinfo.com and clicking on Library, or by clicking on this Hyperlink (Installation Bulletin Search), and insert the AT number to retrieve the attachment installation instruction bulletin for additional parts. Exception to above note is FRONTIER Dealer Installed Kits. All attachments are sold as a quantity of one.

Description	Code	Price
Bucket Hardware & Accessories:		
Auxiliary Cutting Edge for 106 in.(2690mm) Bucket Width	AT209155	$1,442.00
Auxiliary Spillguard for Bucket	AT203247	$1,197.00
Coupler Attachment Adapter Hook Plates (2) Standard	AT315871	$2,026.00
Coupler Attachment Adapter Hook Plates, (2) Hi-Vis	AT330639	$2,006.00
Installation instructions T211880		
Teeth with Segments for 106 in.(2690mm) Bucket Width	AT400165	$2,738.00
NOTE: For use on 3.0 & 3.5 cu yd pin on and coupler buckets with a width of 106" (2690mm)		
Buckets, Coupler:		
All bucket capacity ratings are with auxiliary cutting edge or teeth with segments installed.		
3.0 Cu. Yd. (2.3 Cu. M.) 106 in. (2690 mm) wide Hi-Vis Coupler Bucket with Skid Shoes without Bolt-on Cutting Edge	AT326789	$8,227.00
3.0 Cu. Yd. (2.3 Cu. M.) 106 in. Wide Stockpiling Coupler Bucket with Skid Shoes - no edges	AT341083	$7,551.00
3.5 Cu. Yd. (2.7 Cu. M.) 106 in. (2690 mm) Coupler GP Bucket without Bolt-on Cutting Edge	AT341084	$8,877.00
3.5 Cu. Yd. (2.7 Cu. M.) 106 in. (2690 mm) wide GP Hi-Vis Coupler Bucket with Skid Shoes	AT326788	$9,515.00

Capacity rating is with auxiliary cutting edge or teeth with segments installed.

Buckets, Light Material:

All bucket capacity ratings are with auxiliary cutting edge or teeth with segments installed.

5.25 Cu. Yd. (4.0M) 120 in. Wide Hi-Vis Coupler Light Material Bucket	AT454156	$10,797.00
For use with Standard Z-Bar 2010 or High Lift Z-Bar 2020 or Powerllel 2030 or 2050 Tool Carrier Linkage and 8556 or 8561 Hi-Viz Coupler or 8566 Tool Carrier Hi-Vis Coupler		
Auxiliary Cutting Edge For 4.0 and 4.5 Cu. Yd. Light Material Bucket	AT446161	$1,551.00
For use with 114 in. (2895.6 mm) bucket width		
Auxiliary Cutting Edge For 5.25 Cu. Yd. Light Material Bucket	AT446162	$1,632.00
For use with 120 in. (3048 mm) bucket width		
Side Cutting Edge for Light Material Bucket	AT446204	$255.00
Includes cutting edges and hardware for both sides of bucket		

Buckets, Pin-On:

Not for use with Powerllel or Tool Carrier codes 2040 or 2060.
All bucket capacity ratings are with auxiliary cutting edge or teeth with segments installed.

3.5 Cu. Yd. (2.7 Cu. M.) 106 In. (2690 mm) Wide GP Pin-On Bucket with Skid Shoes	AT351504	$8,763.00

Couplers:

HI-Vis Powerllel Hydraulic Attachment Coupler	AT326786	$4,606.00
Hi-Vis coupler (Euro compatible to include Volvo attachments) Requires hydraulic control system for quick coupler locking pins Requires cable reinforced coupler plumbing		
HI-Vis Tool Carrier Hydraulic Attachment Coupler	AT372060	$5,203.00
Hi-Vis coupler (Euro compatible to include Volvo attachments)		
HI-Vis Z-Bar Hydraulic Attachment Coupler	AT351536	$4,606.00
Hi-Vis coupler (Euro compatible to include Volvo attachments) Requires hydraulic control system for quick coupler locking pins Requires cable reinforced coupler plumbing		
POWERLLEL Hydraulic Attachment Coupler	AT320691	$5,051.00
Attachment coupler (JRB compatible) Installation instructions T214583 Requires hydraulic control system for quick coupler locking pins Requires cable reinforced coupler plumbing		
Z-BAR Hydraulic Attachment Coupler	AT311388	$5,051.00

Attachment coupler (JRB compatible)
Requires hydraulic control system for quick coupler locking pins
Requires cable reinforced coupler plumbing

Fork Hardware & Accessories:

Bolt-on Fork Frame Guard for 60 in. Fork Frame	AT323121	$1,076.00
Bolt-on Fork Frame Guard for 90 in. Fork Frame	AT323382	$1,262.00

Forks:

60 in. (1.52 m) Coupler Fork Frame Carriage with (2) 48 in.(1.22 m)Tines	AT300238	$4,696.00
60 in. (1.52 m) Hi-Vis Coupler Fork Frame Carriage with (2) 48 in.(1.219 m)Tines	AT326793	$4,696.00

Requires Hi-Viz Coupler (Euro adaptable to include Volvo attachments)

Installation instructions T170399.

60 in.(1.52 m) Coupler Fork Frame Carriage w/ (2)60 in. (1.52 m) Tines	AT300237	$4,914.00
60 in.(1.52 m) Hi-Vis Coupler Fork Frame Carriage w/ (2) 60 in.(1.52 m) Tines	AT326792	$4,914.00

Requires Hi-Viz Coupler (Euro adaptable to include Volvo attachments)

Installation instructions T170399.

90 in. (2.29 m) Coupler Fork Frame Carriage with (2) 48 in. (1.22 m) Tines	AT320620	$8,662.00
90 in. (2.29 m) Coupler Fork Frame Carriage with (2) 60 in. (1.52 m) Tines	AT320619	$9,137.00
90 in. (2.29 m) Hi-Vis Coupler Fork Frame Carriage with (2) 48 in. (1.22 m) Tines	AT326795	$8,662.00

Requires Hi-Viz Coupler (Euro adaptable to include Volvo attachments)

Installation instructions T170399.

90 in.(2.28 m) Hi-Vis Coupler Fork Frame Carriage w/ (2) 60 in.(1.52 m) Tines	AT326794	$9,137.00

Requires Hi-Viz Coupler (Euro adaptable to include Volvo attachments)

Installation instructions T170399.

HYDRAULICS

2-Lever Fingertip Control to Joystick Control w/FNR Conversion Kit	AT337445	$1,826.00

For use when equipped with Two Function hydraulics and 2-Lever Fingertip Control.

3-Lever Fingertip Controls to Joystick with 3rd Function Auxiliary Control Lever and Steering Column FNR	AT337447	$2,640.00

For use when equipped with 3 Function Valve and 3- Lever Fingertip controls.

3rd Function Hydraulics For 2 Lever Controls on Z-Bar Linkage Units For Stage 2/Tier 3/iT4 Engines For use when equipped with Two Spool Valve with 2 Lever Control. Includes third hydraulic valve section, controller, auxiliary function lever and plumbing to boom cross tube.	AT337701	$2,900.00
3rd Function Hydraulics For 2 Lever Controls on Z-Bar Linkage Units For FT4 Engines For use when equipped with Two Spool Valve with 2 Lever Control. Includes third hydraulic valve section, controller, auxiliary function lever and plumbing to boom cross tube.	AT419580	$2,900.00
3rd Function Hydraulics For Joystick Control on Powerllel Linkage For Stage 2/Tier 3/iT4 Engines When Equipped with Two Function Valve with Joystick Control.Includes third hydraulic valve section, controller, auxiliary function lever and plumbing to boom cross tube.	AT337465	$2,720.00
3rd Function Hydraulics For Joystick Control on Powerllel Linkage For FT4 Engine When Equipped with Two Function Valve with Joystick Control.Includes third hydraulic valve section, controller, auxiliary function lever and plumbing to boom cross tube.	AT419579	$2,720.00
3rd Function Hydraulics For Joystick Control on Z-Bar Linkage For Stage 2/Tier 3/iT4 Engines When Equipped with Two Function Valve with Joystick Control.Includes third hydraulic valve section, controller, auxiliary function lever and plumbing to boom cross tube.	AT337486	$2,720.00
3rd Function Hydraulics For Joystick Control on Z-Bar Linkage For FT4 Engine When Equipped with Two Function Valve with Joystick Control.Includes third hydraulic valve section, controller, auxiliary function lever and plumbing to boom cross tube.	AT419581	$2,720.00
3rd Function Hydraulics For Joystick Controls on Powerllel Linkage Units For Stage 2/Tier 3/iT4 Engines For use when equipped with Two Spool Valve with Joystick Control.Includes third hydraulic valve section, controller, auxiliary function lever and plumbing to boom cross tube.	AT337471	$2,463.00
3rd Function Hydraulics For Joystick Controls on Powerllel Linkage Units For FT4 Engine For use when equipped with Two Spool Valve with Joystick Control.Includes third hydraulic valve section, controller, auxiliary function lever and plumbing to boom cross tube.	AT419582	$2,463.00

3rd Function Plumbing from Boom to Coupler Tool Carrier Units	AT372055	$495.00
For use on units having a coupler added in the field to a Tool Carrier Unit with 3rd function hydraulics.		
3rd Function Plumbing from Boom to Coupler on Powerllel Units	AT322230	$495.00
For use on units that have a coupler added in the field to a Powerllel Unit and have 3rd function hydraulics. Installation Instructions T215267.		
3rd Function Plumbing from Boom to Coupler on Z-Bar High Lift Units	AT322227	$568.00
For use on units that have a coupler added in the field to a Z-bar High Lift Unit and have 3rd function hydraulics. Installation Instructions T215273.		
3rd Function Plumbing from Boom to Coupler on Z-Bar Units	AT322224	$495.00
For use on units that have a coupler added in the field to a Z-bar Unit and have 3rd function hydraulics. Installation Instructions T215273		
4 Lever FingerTip Controls to Dual Joysticks w/ FNR Conversion kit	AT367521	$1,975.00
4th Function Hydraulics For 3-lever Fingertip Controls on Powerllel	AT364967	$1,458.00
For Stage 2/Tier 3/iT4 Engines For use when loader is equipped with 3-Lever Fingertip Control. Includes fourth hydraulic valve section, auxiliary function fingertip control lever and plumbing to boom cross tube.		
4th Function Hydraulics For 3-lever Fingertip Controls on Powerllel	AT419585	$1,458.00
For FT4 Engine For use when loader is equipped with 3-Lever Fingertip Control. Includes fourth hydraulic valve section, auxiliary function fingertip control lever and plumbing to boom cross tube.		
4th Function Hydraulics For 3-lever Fingertip Controls on Z-Bar Linkage	AT419578	$2,447.00
For FT4 Engine For use when loader is equipped with 3-Lever Fingertip Control. Includes fourth hydraulic valve section, auxiliary function fingertip control lever and plumbing to boom cross tube.		
4th Function Hydraulics For 3-lever Fingertip Controls on Z-Bar Linkage	AT364944	$2,447.00
For Stage 2/Tier 3/iT4 Engines For use when loader is equipped with 3-Lever Fingertip Control. Includes fourth hydraulic valve section, auxiliary function fingertip control lever and plumbing to boom cross tube.		

5th Function Electrically Controlled Auxiliary Valve	AT365108	$2,816.00
Includes valve section, electrical wiring and on/off rocker switch. Dealer is required to fabricate any necessary hoses.		
5th Function Electrically Controlled Auxiliary Valve	AT419586	$2,816.00
For FT4 Engine Includes valve section, electrical wiring and on/off rocker switch. Dealer is required to fabricate any necessary hoses.		
Bucket Linkage Dump Speed Control	AT361145	$226.00
Allows control over the dump speed and protects the linkage components from damage with large attachments.		
Cable Reinforced Coupler Plumbing Kit Z-bar High Lift	AT317604	$351.00
For use on units that have a coupler added in the field to a Z-bar High Lift Unit. S/N's For 444J (611275 and above), 544J (611800 and above), 624J (611797 and above) Installation Instructions T213145.		
Cable Reinforced Coupler Plumbing kit for Hi-Vis Powerllel	AT330153	$249.00
Installation Instructions T223487. For use with Deere designed Euro (Volvo) style coupler.		
Cable Reinforced Coupler Plumbing kit for Hi-Vis Z-BAR High Lift Units	AT330155	$267.00
Installation Instructions T223487. For use with Deere designed Euro (Volvo) style coupler.		
Cable Reinforced Coupler Plumbing kit for Hi-Vis Z-BAR Units	AT330154	$249.00
Installation Instructions T223487. For use with Deere designed Euro (Volvo) style coupler.		
Cable Reinforced Coupler Plumbing kit for Z-Bar or Powerllel	AT336884	$258.00
Installation Instructions T227956. For use with Deere designed JRB style coupler added in the field to a Z-Bar or Powerllel Unit. S/N's for 444J (611275 and above), 544J (611800 and above), 624J (611797 and above)		
Cable Reinforced Coupler Plumbing kit for Z-bar High Lift	AT336885	$351.00
For use with Deere designed JRB style coupler added in the field to a Z-Bar High Lift.		
Detent kit for 3rd Function	AT337443	$344.00
FNR from Steering Column to Joystick Conversion kit	AT337704	$456.00
High Lift Hi-Vis Coupler NeverGrease to Greased Linkage Conversion Kit	AT457033	$1,870.00

This kit converts units ordered with NeverGrease boom and bucket cylinders to a standard greased linkage system with traditional grease zerks.

High Lift Pin-On NeverGrease to Greased Linkage Conversion Kit	AT457032	$1,870.00

This kit converts units ordered with NeverGrease boom and bucket cylinders to a standard greased linkage system with traditional grease zerks.

High-Altitude Hydraulic Kit	AT364679	$606.00

For use at high altitudes to improve hydraulic performance by pressurizing the hydraulic tank. For use above 10,000 feet.
For use with Stage 2, Tier 3, or IT4 Engines.

Hydraulic Control System for Quick Coupler Locking Pins on Powerlel linkage units	AT354993	$1,355.00
Hydraulic Control System for Quick Coupler Locking Pins on Tool Carrier linkage units	AT372057	$1,355.00
Hydraulic Control System for Quick Coupler Locking Pins on Z-Bar and High Lift linkage units	AT337424	$1,355.00
Joystick Control Conversion to 2-Lever Fingertip Controls	AT337444	$1,821.00

To convert from Joystick to 2-Lever Fingertip Controls

Joystick Control with Auxiliary Lever Conversion to 3-Lever Fingertip Controls	AT337446	$2,280.00

To convert from Joystick with Auxiliary Lever to 3-Lever Fingertip Controls.

Pump Manifold Guard Kit	AT368171	$124.00

For Stage 2/Tier 3/iT4 Engines.

Pump Manifold Guard Kit	AT438403	$124.00

For FT4 Engine

Z-Bar Hi-Vis Coupler NeverGrease to Greased Linkage Conversion Kit	AT457031	$1,870.00

This kit converts units ordered with NeverGrease boom and bucket cylinders to a standard greased linkage system with traditional grease zerks.

Z-Bar Pin-On NeverGrease to Greased Linkage Conversion Kit	AT457030	$1,870.00

This kit converts units ordered with NeverGrease boom and bucket cylinders to a standard greased linkage system with traditional grease zerks.

Harsh Environment:

Installed Harsh Enviornment 100 Amp Sealed Alternator Package	AT364326	$1,876.00

Includes complete installation of alternator package.
Package will delay vehicle delivery.
Contact JRB to arrange an installation.
For use on:

624K - S/N 642634 and below
644K - S/N 642443 and below

Installed Level 2 Electrical Corrosion Protection Package less Sealed Alternator for Powerllel Linkage	AT362286	$18,931.00

Includes complete installation of seal tight electrical connections and Level 1 Electrical Corrosion Prevention Package.
Harness package will require 10 weeks delivery.
Contact JRB to arrange an installation.
For use on:
624K - S/N 642634 and below
644K - S/N 642443 and below

Operator Environment:

10 Amp Converter	AT306828	$220.00
24 Volt to 12 Volt - 15 Amp Converter	AT418212	$315.00

444K - S/N 670313 and above
524K - S/N 670311 and above
544K - S/N 670309 and above
624K - S/N 658065 and above
644K - S/N 658218 and above
724K - S/N 658297 and above
744K/824K/844K - S/N 663886 and above

24 Volt to 12 Volt - 30 Amp Converter	AT418533	$465.00

444K - S/N 670313 and above
524K - S/N 670311 and above
544K - S/N 670309 and above
624K - S/N 658065 and above
644K - S/N 658218 and above
724K - S/N 658297 and above
744K/824K/844K - S/N 663886 and above

24 Volt to 12 Volt - 8 Amp Converter	AT357789	$250.00

444K - S/N 670312 and below
524K - S/N 670310 and below
544K - S/N 670308 and below
624K - S/N 658064 and below
644K - S/N 658217 and below.

AM/FM/WB Radio	AT337114	$590.00

Includes speakers, wiring, 24 Volt to 12 Volt - 8 Amp Converter and antenna.
444K - S/N - 670312 and below
524K - S/N - 670310 and below
544K - S/N - 670308 and below
624K - S/N - 658064 and below
644K - S/N - 658217 and below
724K - S/N - 658296 and below
744K/824K/844K S/N - 663885 and below
Works on all 644K Hybrid models

AM/FM/WB Radio with CD Player	AT337116	$672.00

Includes speakers, wiring, 24 Volt to 12 Volt - 8 Amp Converter and antenna.
This kit works for all 444K - 724K and 744K/824K/844K S/N 663885 and below.
444K - S/N - 670312 and below
524K - S/N - 670310 and below
544K - S/N - 670308 and below
624K - S/N - 658064 and below
644K - S/N - 658217 and below

724K - S/N - 658296 and below
744K/824K/844K S/N - 663885 and below
Works on all 644K Hybrid models

Joystick Steering	AT362225	$4,641.00

For Stage 2/Tier 3/iT4 Engines, S/N 666269 and below.

Joystick Steering	AT419357	$4,641.00

For FT4 Engines, S/N 666269 and below.

MP3/IPod/Sat Radio/Cell Phone holder w/ 2 Power Ports and Cargo Net	AT349372	$154.00

kit includes a cargo net, bracket/holder, wire harness, 2 power ports, plastic holder,
and instructions.

Premium AM/FM/Weather Band (WB)/ XM Ready Radio with Bluetooth, Remote Aux and Remote USB Port	AT446321	$875.00

444K - S/N 670313 and above
524K - S/N 670311 and above
544K - S/N 670309 and above
624K - S/N 658065 and above
644K - S/N 658218 and above
724K - S/N 658297 and above
744K/824K/844K S/N 663886 and above.

Rear Camera and Radar Object Detection System	AT439860	$4,344.00

This kit works with FT4 emission levels.

Display shows view behind the machine and provides audible alert. Rear view is displayed in video-enabled LCD Color Monitor.

Will require AT410941 (Advanced Display Monitor with Camera mode).

444K-644K also requires one of the following kits if converter is not already installed:
AT418212 24 Volt to 12 Volt 15 Amp Converter
AT418533 24 Volt to 12 Volt 30 Amp Converter

Please Order AT410941 in JD Point.

Rear Camera and Radar Object Detection System	AT439861	$4,344.00

624K - FT4 era machines, Stage 2 and Tier IIIA emission levels.
644K and 724K - FT4 era machines, all emission levels.

Display shows view behind the machine and provides audible alert. Rear view is displayed in video-enabled LCD Color Monitor.

Will require AT410941 (Advanced Display Monitor with Camera mode).

624K-724K also requires one of the following kits if converter is not already installed:
AT418212 24 Volt to 12 Volt 15 Amp Converter
AT418533 24 Volt to 12 Volt 30 Amp Converter

Rear Camera and Radar Object Detection System (IT4)	AT388961	$4,344.00

Display shows view behind the machine and provides audible alert. Rear view is displayed in video-enabled LCD Color Monitor

Machines S/N 646496 and above will require AT410941 (Advanced Display Monitor with Camera mode)

444K-644K also requires AT357789 24 Volt to 12 Volt 8 Amp Converter

Please Order AT410941 in JD Point

Rear Camera and Radar Object Detection System (ST2/T3) S/N 658064 and below	AT363292	$4,344.00

Display shows view behind the machine and provides audible alert. Rear view is displayed in video-enabled LCD Color Monitor

Machines S/N 646496 and above will require AT410941 (Advanced Display Monitor with Camera mode)

444K-644K also requires AT357789 24 Volt to 12 Volt 8 Amp Converter

Please Order AT410941 in JD Point

Ride Control Kit for S/N 595140 and above	AT314600	$4,095.00
Right Hand Window Assembly with Exterior Openable Latch	AT441264	View Price

Meets Worksafe BC Occupational Health and Safety Regulation Part 16, Mobile Equipment, Section 16.17
Includes typical interior latch, and also adds a lockable exterior opening mechanism.

Secondary Steering System	AT337264	$2,823.00

This kit works on 624K S/N 642634 and below

Secondary Steering System	AT439848	$2,823.00

This kit works on S/N 642635 and above with Stage 2/Tier 3/iT4 engines

Secondary Steering System	AT440859	$2,823.00

For use with FT4 Engine

Single LED work light with high beam lens	AT399788	$415.00

Replacement for both 12V & 24V work and drive lamps.

Single LED work light with symmetric lens	AT399789	$415.00

Replacement for both 12V & 24V work and drive lamps.

Overall Vehicle:

Dual Beacon Wiring Harness and Switch Kit	AT377291	$178.00
Embedded Payload Scale for Z-Bar Linkage only	AT363052	$7,135.00

EPS is an integrated weighing system visible in the base monitor. It provides bucket and material payload weighing at the pile and daily payload totals. EPS does not have the capability of connecting any external hardware, so printers, data modules, or modems cannot be used.

Loadrite must be contacted to activate and calibrate this scale.
The cost to calibrate this scale is already included in the price.

Contact number:

1-800-528-5623(nationwide call in

Only for use on order codes 2010 (Z-Bar Linkage) or 2020 (High Lift Z-Bar Linkage).		
Engine Compartment Light	AT404116	$145.00
For use on Stage 2/Tier 3/iT4 Engines S/N 658064 and below.		
Engine Compartment Light	AT441577	$145.00
For use on Stage 2/Tier 3 Engines S/N 658065 and above		
Engine Compartment Light	AT418284	$145.00
For use on FT4 Engines S/N 658065 and above		
Fold-Down Beacon Bracket	AT366856	$189.00
Full Coverage Front Tire Fenders	AT342157	$450.00
For Stage 2/Tier 3/iT4 Engines Fender Kit only contains Fenders, Mud flap and associated hardware mounting. Kit does not include support brackets If no fenders are present on the machine, contact dealer parts for associated supports and hardware		
Full Coverage Front Tire Fenders	AT418979	$450.00
For FT4 Engines. Fender Kit only contains Fenders, Mud flap and associated hardware mounting. Kit does not include support brackets If no fenders are present on the machine, contact dealer parts for associated supports and hardware.		
Full Rear Fenders For Muddy Applications	AT342161	$2,264.00
For S/N 658064 and below		
Full Rear Fenders For Muddy Applications	AT437014	$2,264.00
For S/N 658065 and above		
License Plate Bracket and Light	AT352644	$187.00
For units with Stage 2 or T3 Engines.		
License Plate Bracket and Light	AT370158	$184.00
For units with iT4 or FT4 Engines		
Right Side Steps and Handholds	AT438248	$920.00
624K - S/N 658065 and above 644K - S/N 658218 and above		
SMV Emblem and Bracket	AT352645	$117.00
For units with Stage 2 or Tier 3 engines: 444K - S/N 642101 and above 524K - S/N 642246 and above 544K - S/N 642665 and above 624K - S/N 642635 and above 644K - S/N 642444 and above 724K - S/N 641523 and above		
	AT370093	$95.00

Slow Moving Vehicle Emblem

For units with iT4 or FT4 engines:
444K - S/N 642101 and above
524K - S/N 642246 and above
544K - S/N 642665 and above
624K - S/N 642635 and above
644K - S/N 642444 and above
724K - S/N 641523 and above

Wheel Spin Control	AT453819	$747.00

Wheel spin control engages in 1st gear only.
Software only kit.
Order software kit AT453820 through JDPoint to enable functionality on the machine.

444K-624K - For S/N 642101 and above.
644K - For S/N 658218 and above.

Powertrain & Cooling:

Automatic Axle Differential Lock (Auto-Diff/Lock)	AT362998	$1,534.00
Axle Temperature Gauge Kit	AT385730	$651.00

This kit works on the following machines:
444K - S/N 642100 and below
524K - S/N 642245 and below
544K - S/N 642664 and below
624K - S/N 642634 and below
644K - S/N 642443 and below
724K - S/N 641522 and below

Engine Air Intake Centrifugal Pre-Cleaner	AT330324	$763.00

For units with Stage 2 or Tier 3 engines.

Engine Air Intake Centrifugal Pre-Cleaner	AT426721	$763.00

For units with FT4 engines

Environmental Drains and Sampling Ports IT4 Engine	AT386596	$410.00

Can not be used with Quick Fluid Service. Provides a means to catch drained fluids as engine oil, engine coolant, transmission oil & hydraulic oil.

Environmental Drains and Sampling Ports FT4 Engine	AT439519	$410.00

Can not be used with Quick Fluid Service. Provides a means to catch drained fluids as engine oil, engine coolant, transmission oil & hydraulic oil.

Environmental Drains and Sampling Ports Stage 2/Tier 3 Engines	AT337348	$410.00

Can not be used with Quick Fluid Service. Provides a means to catch drained fluids as engine oil, engine coolant, transmission oil & hydraulic oil.

Quick Fluid Service w/Environmental Drains and Sampling ports	AT338993	$679.00

For Stage 2/Tier 3/iT4 Engines
Coupling system for Engine Oil, Transmission Fluid, Hydraulic Fluid and Engine Coolant. Provides means to sample, drain and refill fluids.

Quick Fluid Service w/Environmental Drains and Sampling ports	AT419973	$679.00
For FT4 Engine Coupling system for Engine Oil, Transmission Fluid, Hydraulic Fluid and Engine Coolant. Provides means to sample, drain and refill fluids.		
Reversible Engine Fan Drive	AT358058	$1,550.00
Field kit for Loaders with Tier III or European Union (EU) Stage II engines. Reversible Fan is automatic with adjustable timer. Requires Centrifugal Pre-Cleaner		
Reversible Engine Fan Drive	AT423859	$1,550.00
Field kit for Loaders with iT4 Engines. Reversible Fan is automatic with adjustable timer. Requires Centrifugal Pre-Cleaner.		
Reversible Engine Fan Drive	AT419994	$1,550.00
Field kit for Loaders with FT4 Engines. Reversible Fan is automatic with adjustable timer. Requires Centrifugal Pre-Cleaner.		
Severe Duty Fuel Filter & Water Separator	AT371240	$966.00
For use on machines ordered with code 0930 or 09A4. 624K - S/N 658064 and below 644K - S/N 658217 and below.		

REFERRAL ATTACHMENTS

Description	Code	Price
G.R. Mfg.:		
G.R. Manufacturing, Inc. * Kits listed below must be ordered through John Deere. * F.O.B. Trussville, Alabama * All kits include installation instructions * All warranty, repair parts, technical support and assistance, and sales support and assistance will be the responsibility of G.R. Manufacturing, Inc., and will be handled directly between the Dealer and G.R. Manufacturing, Inc. G.R. Manufacturing, Inc. 4800 Commerce Drive Trussville, Alabama 35173 Phone: (800)841-8001 Fax: (205)655-8005		
Amber Strobe Light	AT301703	$512.00
Cab roof mounted, gel filled and double flash. Kit includes bracket for installation. For Tier 3, IT4 and FT4.		
Articulation Joint Guard Kit	AT447819	$1,554.00
Serial number 658065 and above, FT4 engine only.		
Articulation Joint Guard Kit	AT450480	$1,554.00
Serial number 658065 and above, T3 engine only.		
Articulation Joint Guards & Extreme Service Transmission Side Guards	AT418682	$1,554.00
IT4 engines only.		
	AT344977	$1,274.00

Axle Seal Guards		
S/N 611797 and above, all engine emissions.		
Boom Cylinder Hydraulic Line & Cavity Guards	AT364538	$2,378.00
For all engine emissions.		
FT4 Waste Handler Package Installed	AT447821	$24,351.00
Requires code 1021, FT4 Waste Handler Package FOB Davenport, Iowa, dealer is responsible for freight of unit from factory to Trussville, Alabama, and freight from Trussville to final destination. Installed package includes the following: Axle Seal Guards Boom Cylinder Hydraulic Line & Cavity Guards Bucket Cylinder Hydraulic Line/Rod/Sensor Guard Articulation Joint Guards Hydraulic Tank and Cab Entry Step Guard Extreme Service Transmission Side Guards Extreme Service Loader Frame Front Cover Extreme Service Guards for Loader Drive, Work, & Turn Lights Full Frontal Cab Window Guard (does not meet SAE J1084 Forestry Standard) Rear Loader Frame Guard 4th Gear Disabled Strobe Light Right Rear Cab Roof Mounted, Fold Down Lower Boom & Bucket Grease Fitting Guards Rear Access Platforms with Flexible Step, Hand Holds & Tie Downs Battery Disconnect Switch Compartment Guard Precleaner Prescreen Kit		
Front Screen for Canopy or Cab	AT407942	$2,303.00
444K-844K Z-BAR, HI-LIFT, POWERLLEL, and Tool Carrier Front Screen will fully open to facilitate cleaning. ISO 8084 CERTIFIED		
Front Tire Striker Bar	AT341614	$1,827.00
Works for all engine emissions. Recommended when solid tires with lugs are installed.		
Hyd Operated Extreme Service Bottom Guards	AT447818	$5,499.00
Cannot be used with code 3110 Axle Auto Diff Lock or 9430 Bottom Guards. FT4 engine only.		
Hydraulic Operated Extreme Service Bottom Guards	AT362678	$5,391.00
IT4 engines only. Cannot be used with code 3110 Axle Auto Diff Lock or 9430 Bottom Guards.		
IT4 CAB SIDES AND REAR SCREEN PACKAGE	AT407941	$3,590.00
444K, 524K, 544K, 624K, 644K, 724K, 844K SII IT4 Z-Bar, Hi-Lift, Powerllel, and Tool Carrier		
Rear Access Platform w/Steps & Hand Holds w/o 4th gear lock-out harness	AT348216	$5,638.00
SN --642634 & ERA T3 SN 658065--		
	AT418683	$5,220.00

Rear Access Platform with Steps & Hand Holds

IT4 engines only.
Required for rear axle warranty when equipped with foam filled or solid tires.
Monitor to be reprogrammed to block 4th gear. Requires custom code to deduct main counterweight and rear hitch. Contact DMAC for custom code.

Rear Access Platforms	AT447820	$5,436.00

S/N 658065 and above, FT4 engine only.
Requires code 8230 to deduct main counterweight and rear hitch.

T3 Waste Handler Package, Installed	AT447822	$22,950.00

FOB Davenport, Iowa, dealer is responsible for freight of unit from factory to Trussville, Alabama, and freight from Trussville to final destination.

Serial number 658065 and above.
Requires code 1022, T3 Waste Handler Package.
Installed package includes the following:
Axle Seal Guards
Boom Cylinder Hydraulic Line & Cavity Guards
Bucket Cylinder Hydraulic Line/Rod/Sensor Guard
Articulation Joint Guards
Extreme Service Flex Cab Entry Step
Extreme Service Transmission Side Guards
Extreme Service Loader Frame Front Cover
Extreme Service Guards for Loader Drive, Work, & Turn Lights
Full Frontal Cab Window Guard (does not meet SAE J1084 Forestry Standard)
Rear Loader Frame Guard
4th Gear Disabled
Strobe Light Right Rear Cab Roof Mounted, Fold Down
Lower Boom & Bucket Grease Fitting Guards
Rear Access Platforms with Flexible Step, Hand Holds & Tie Downs
Battery Disconnect Switch Compartment Guard
Precleaner Prescreen Kit.

LOADRITE WEIGHING SYSTEMS:

Kits are ordered through John Deere. Loadrite must be contacted to install, activate and calibrate. Prices include set up, activation and calibration. This option may be subject to a different price structure than the base machine. Contact your Territory Sales Manager or WorkSight Solutions Consultant for details. Contact number: 1-800-528-5623 nationwide call in

Loadrite L2180 Payload Scale Referral Kit	AT439717	$10,500.00

For use with Z-Bar and High Lift Z-Bar Loadrite ready machines. Loadrite must be contacted to install, activate and calibrate this scale.

Independent field kit for S/N 659437 and above that are Loadrite Ready and ordered with No Payload Scale code 2890.

If this kit is installed on units S/N 659437 and above with an active JDLink subscription, Loadrite Payload Scale reports will show on JDLink web site.

Loadrite L2180 Payload Scale Referral Kit for Code 2810	AT439715	$10,500.00

This is not an independent kit, it is part of the factory option code 2810 and should be ordered with that code.
Loadrite must be contacted to install, activate and calibrate this scale.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-226426

Date Filed:
06/20/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Doggett Heavy Machinery
San Juan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
344932
loader

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Doggett Heavy Machinery	San Juan, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
ZELEST OZUNA DREXLER
My Notary ID # 124320850
Expires August 30, 2018

Andres Ramos III
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Andres Ramos III, this the 21 day of June, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Zelest Ozuna Drexler	Notary Public

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-226426

Date Filed:
06/20/2017

Date Acknowledged:
06/21/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Doggett Heavy Machinery
San Juan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

344932
loader

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Doggett Heavy Machinery	San Juan, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-60321 **Purchasing Department** **21. D. 1.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Jessica Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

The Honorable Joe M. Flores, County Commissioner, is formally requesting to remove fixed assets from their inventory list with detailed description of said fixed assets attached as "Exhibit A" and supporting documents.

BACKGROUND

As per physical inventory completed on 4/11/17.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Current Value $375.02

Attachments

Exhibit A
Affidavit
2013 Police Report (Sheriffs)
2017 Police Report (Sheriffs)
Depreciation Form

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/19/2017 01:45 PM
Budget & Management	Veronica Ortiz	06/19/2017 03:35 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Jessica Salinas		Started On: 06/15/2017 03:50 PM
Final Approval Date: 06/23/2017		

HIDALGO COUNTY
COMMISSIONER, PRECINCT 3
2017 PHYSICAL INVENTORY

EXHIBIT A

ASSET NO	QTY	DESCRIPTION		ACQ DATE	SERIAL NO
30748	1	TECUMSEN-AUGER POST HOLE DIGGER	ITEM NOT FOUND - AFFIDAVIT	04/07/97	3252142
41820	1	MINYARD TOOL BOX FOR MARTIN MECHANIC	ITEM NOT FOUND - AFFIDAVIT	12/16/03	-
49391	1	LENGTH POLE PRUNNER	BURGLARY - 2013 POLICE REPORT (SHERIFFS)	08/04/09	276741465
56079	1	JUMP START BOOSTER BACK	BURGLARY - 2013 POLICE REPORT (SHERIFFS)	07/24/12	-
56064	1	FIXED PRUNNER 36.6CC W/12"	ITEM NOT FOUND - 2017 POLICE REPORT (SHERIFFS)	07/10/12	289104264
56070	1	STIHL HT 101 W/12" EXT. PRUNNER	ITEM NOT FOUND - 2017 POLICE REPORT (SHERIFFS)	07/10/12	287848778
58799	1	JUMP START JNC 1224	ITEM NOT FOUND - 2017 POLICE REPORT (SHERIFFS)	04/16/13	-
	7				

RECEIVED
JUN 15 2017
By

AFFIDAVIT

State Of Texas |
|
County of Hidalgo |

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared Joe M. Flores, who after being duly sworn, deposes and says:

My name is Joe M. Flores and I am Commissioner at the Hidalgo County Precinct 3.

I am requesting that the Hidalgo County Commissioner's Court and/or the Hidalgo County Purchasing Department remove the items listed on Exhibit A, attached hereto, as inventory in this Department's possession. After exhausting all efforts to locate these items by the Purchasing Department, it has been determined that these items are no longer physically present in this Department or part of our inventory.

These items have been searched for by the Fixed Assets Division of the Purchasing Department with the assistance of Jessica Salinas and this department. Together, we have reviewed our current inventory.

The above is true and correct to the best of my knowledge.

Joe M. Flores

State of Texas |
|
County Of Hidalgo |

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas on this the 6 day of June, 2017.

RAQUEL VERONICA RAMOS
Notary Public, State of Texas
My Commission Expires
OCTOBER 3, 2018

NOTARY PUBLIC, State of Texas

Hidalgo County Sheriff's Office

Deputy Report for Incident 13-06525

Nature: BURGLARY BUILD
Location: WS6MI
Address: 2800 W MILE 7 RD MISSION TX 78572

Offense Codes: BURB
Received By: 4640 Martinez **How Received:** T **Agency:** HCSO
Responding Officers: 3929 Velasquez
Responsible Officer: 3929 Velasquez **Disposition:** INA 02/22/13
When Reported: 07:47:43 02/20/13 **Occurred Between:** 07:42:57 02/20/13 and 07:42:57 02/20/13

Assigned To: 2147 Trevino **Detail:** BURG **Date Assigned:** 02/21/13
Status: INA **Status Date:** 02/22/13 **Due Date:** **/**/**

Complainant: 392442
Last: HENRY **First:** DAVID **Mid:** ROY
DOB: [redacted] **Dr Lic:** [redacted] **Address:** 12418 N. SHARY RD.
Race: W **Sex:** M **Phone:** (956)279-6903 **City:** MISSION, TX 78573

Offense Codes

Reported: BURB BURG/BLDG/WITH FORCE **Observed:** BURB BURG/BLDG/WITH FORCE
Additional Offense: BURB BURG/BLDG/WITH FORCE

Circumstances

Responding Officers: 3929 Velasquez **Unit :** WS16

Responsible Officer: 3929 Velasquez **Agency:** HCSO
Received By: 4640 Martinez **Last Radio Log:** 10:23:20 02/20/13 CMPLT
How Received: T Telephone **Clearance:** RBS Reviewed By Supervisor
When Reported: 07:47:43 02/20/13 **Disposition:** INA Date: 02/22/13
Judicial Status: CMPI **Occurred between:** 07:42:57 02/20/13
Misc Entry: **and:** 07:42:57 02/20/13

Modus Operandi: 22990001 **Description :** BURGLARY OF BUILDING **Method :** 30.02(c)(1)

Involvements

Date	Type	Description	Relationship

02/22/13	Name		HENRY, DAVID ROY	Complainant
02/20/13	Property		Torch hoses cutting 400	STOLEN PROPERTY
02/20/13	Property		Saw makita chop 957.32	RECOVERED PROPERTY
02/20/13	Property		Grinder makita 100	STOLEN PROPERTY
02/20/13	Property		Wrench chicago impact 200	STOLEN PROPERTY
02/20/13	Property		Socket Set chicago 100	STOLEN PROPERTY
02/20/13	Property	#49361	Saw stihl pole 365	STOLEN PROPERTY
02/20/13	Property	#56079	RED Battery Charger PROFORMER TECHN JNC 1224 667.71	STOLEN PROPERTY
02/20/13	Property		Charger battery 200	STOLEN PROPERTY
02/20/13	Property		Drill milwakee 200	STOLEN PROPERTY
02/20/13	Property		Tester battery 200	STOLEN PROPERTY

Responsible LEO:

Approved by:

Date

UCR:	TOO Tools, Hand or Power	**UCR Status:**	SNR
Local Status:	III	**Storage Location:**	
Crime Lab Number:		**Status Date:**	02/20/13
Date Released:	**/**/**	**Date Recov/Rcvd:**	**/**/**
Released By:		**Amt Recovered:**	$0.00
Released To:		**Custody:**	**:**:** **/**/**
Reason:			
Comments:			
Property Number:	29126		
Item:	Saw	**Owner Applied Nmbr:**	49391
Brand:	stihl	**Model:**	pole
Year:	0	**Quantity:**	1
Meas:		**Serial Nmbr:**	
Total Value:	$365.00	**Color:**	
Owner:			
Agency:	HCSO Hidalgo County Sheriff Office	**Tag Number:**	
Accum Amt Recov:	$0.00	**Officer:**	3929 Velasquez
UCR:	TOO Tools, Hand or Power	**UCR Status:**	SNR
Local Status:	III	**Storage Location:**	
Crime Lab Number:		**Status Date:**	02/20/13
Date Released:	**/**/**	**Date Recov/Rcvd:**	**/**/**
Released By:		**Amt Recovered:**	$0.00
Released To:		**Custody:**	**:**:** **/**/**
Reason:			
Comments:			
Property Number:	29127		
Item:	Battery Charger	**Owner Applied Nmbr:**	56079
Brand:	PROFORMER TECHN	**Model:**	JNC 1224
Year:	0	**Quantity:**	1
Meas:		**Serial Nmbr:**	
Total Value:	$667.71	**Color:**	RED
Owner:			
Agency:	HCSO Hidalgo County Sheriff Office	**Tag Number:**	
Accum Amt Recov:	$0.00	**Officer:**	3929 Velasquez
UCR:	TOO Tools, Hand or Power	**UCR Status:**	SNR
Local Status:	III	**Storage Location:**	
Crime Lab Number:		**Status Date:**	02/20/13
Date Released:	**/**/**	**Date Recov/Rcvd:**	**/**/**
Released By:		**Amt Recovered:**	$0.00
Released To:		**Custody:**	**:**:** **/**/**

COPY

HIDALGO COUNTY SHERIFF'S DEPT
OFFENSE / INCIDENT REPORT

CASE NUMBER 17-20701

OFFENSE

OFFENSE: Found / Lost Property (LFPR)	HOW REPORTED (CIRCLE ONE): SELF INITIATED / FLAGGED DOWN / CALL FOR SERVICE / OTHER	CODE	☐ FELONY ☐ MISDEMEANOR	
OFFENSE		CODE	☐ FELONY ☐ MISDEMEANOR	
DATE OFFENSE REPORTED: 5-24-2017	TIME OFFENSE REPORTED: 10:04/1004hr (AM) PM	DAY(S) OF OCCURRENCE: S M T (W) T F S	OFFENSE CODES	
			FBI CODE	UCR CODE

RECEIVED JUN 15 2017 By

LOCATION OF OFFENSE (STREET ADDRESS): East of Iowa Road on FM 2221, Precinct #3 building 8310 W. mile 7 Mission, Texas

☒ Bus. ☐ Residence ☐ School ☐ Other

SECTOR: WS-6

SUBD. CODE: MISN, NORTH

☒ Preliminary ☐ Supplement ☐ Arrest ☐ Family Violence ☐ Impound ☐ Juvenile ☒ Adult ☐ Recovered Stolen ☐ Gang Related ☐ Mental Comm. ☐ Warrant Serve ☐ Other

VICTIM / WITNESS

VICTIM/WITNESS NAME (R.P.): Albert Garza							ADDRESS: 3800 Oriole Dr Mission, Texas		RES. PHONE: 638-9780 (956)
DRIVER'S LICENSE: TX, DL, 16147138							SOCIAL SECURITY NO.: not provided		
DATE OF BIRTH: 12-18-1984	SEX: M	RACE: W	EYES: bro	HT.: 5'5"	WT.: 180	HAIR: bro	EMPLOYER/SCHOOL: Hidalgo County Precinct #3	BUSINESS/SCHOOL ADDRESS: 724 Breyfogle Rd Mission, TX.	BUS. PHONE: 585-4509 (956)
~~VICTIM/WITNESS~~ NAME: Hidalgo County Precinct #3							ADDRESS: 724 N. Breyfogle Rd Mission, TX.		RES. PHONE: —
DRIVER'S LICENSE							SOCIAL SECURITY NO.		
DATE OF BIRTH	SEX	RACE	EYES	HT.	WT.	HAIR	EMPLOYER/SCHOOL	BUSINESS/SCHOOL ADDRESS	BUS. PHONE
VICTIM/WITNESS NAME							ADDRESS		RES. PHONE
DRIVER'S LICENSE							SOCIAL SECURITY NO.		
DATE OF BIRTH	SEX	RACE	EYES	HT.	WT.	HAIR	EMPLOYER/SCHOOL	BUSINESS/SCHOOL ADDRESS	BUS. PHONE

OFFICER / ACTIONS

DIVISION NOTIFIED	DATE	TIME AM / PM	DIVISION INVESTIGATOR			
PHOTOGRAPHS TAKEN ☐ YES ☒ NO	DATE TAKEN	PHOTOGRAPHER	EVIDENCE CONTROL OFFICER			
DISPOSTION OF EVIDENCE						
TIME DISPATCHED: 10:19 AM/ 1019 hr	TIME 10-23: 10:30AM / 1030 hr	TIME 10-8: 10:40 AM/ 1040 hr				
REPORTING OFFICER: Alejandro Chavez III	EMP.#: 2396	DIVISION: Patrol	PARTNER	EMP.#	DIVISION	
APPROVED BY: J. TREVIÑO 2147	EMP. #: 2147	DIVISION: Patrol				

HIDALGO COUNTY SHERIFF'S DEPT
OFFENSE / INCIDENT REPORT

CASE NUMBER 17-20701

SUSPECT/VEHICLE INFORMATION

SUSPECT'S NAME	D.L / SSN	ALIAS/AKA	DATE OF BIRTH	AGE	SEX	RACE

HEIGHT	WEIGHT	HAIR	EYES	SUSPECT'S ADDRESS	HAND USE
					☐ LEFT ☐ RIGHT ☐ UNKNOWN

SCARS, MARKS, & TATTOOS	CLOTHING	FACIAL HAIR

BUILD	GLASSES	HOME PHONE NUMBER	INTOXICATED YES NO	PLACE OF EMPLOYMENT

DEMEANOR	BUSINESS PHONE #	CITIZENSHIP / NATIONALITY

SUSPECT'S NAME	D.L / SSN	ALIAS/AKA	DATE OF BIRTH	AGE	SEX	RACE

HEIGHT	WEIGHT	HAIR	EYES	SUSPECT'S ADDRESS	HAND USE
					☐ LEFT ☐ RIGHT ☐ UNKNOWN

SCARS, MARKS, & TATTOOS	CLOTHING	FACIAL HAIR

BUILD	GLASSES	HOME PHONE NUMBER	INTOXICATED YES NO	PLACE OF EMPLOYMENT

DEMEANOR	BUSINESS PHONE #	CITIZENSHIP / NATIONALITY

LICENSE NO.	STATE	YEAR	MAKE	MODEL	COLOR	OTHER

VEHICLE MARKS/DAMAGE/DECALS/COMMENTS	VIN

OFFENSE INFO

TYPE PREMISE	OBJECT OF ATTACK	POINT OF ENTRY
business	none	none

METHOD OF ENTRY		METHOD OF ATTACK
none	☐ Forcible Entry ☒ No Forcible Entry	none

WEAPON TYPE	USE OF WEAPON	METHOD OF DEPARTURE
none	none	none

EVIDENCE OBTAINED

☐ FINGERPRINTS ☐ WEAPON/TOOL ☐ VEHICLE ☐ HAIR ☐ STAINS ☐ COMPOSITE ☐ BLOOD/SEMEN

☐ OTHER PRINTS ☐ PHOTOS ☐ CLOTHING ☐ CONTROLLED SUBSTANCE ☐ CURRENCY ☐ OTHER

NARRATIVE

On Wednesday May 24 2017 at 10:19AM Deputy Alejandro Chavez III # 2396 was dispatched to Iowa road and FM2221, Precinct #3 building on the north side, 8310 West mile 7, Mission, Hidalgo County, Texas in reference to a Found / Lost report.

HIDALGO COUNTY SHERIFF'S DEPT
OFFENSE / INCIDENT REPORT

CASE NUMBER 17-20701

PROPERTY REPORTING FORM

PROPERTY/VEHICLE

E	R	S	D	ARTICLE	SERIAL / ID NUMBER	VALUE
		#56064		Stihl polesaw pruner	36.6 cc.	$ 65.10
		#56074		Stihl HT 101 W12" ext		$ 74.85
		#58799		Jump Start (JNC) 1224		$ 156.71
						$
						$
						$
						$
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						$
						$

				LICENSE NO	STATE	YR	MAKE	MODEL	COLOR	VALUE
										$

VIN NUMBER	VEHICLE MARKS / DAMAGE / DECALS / COMMENTS

				LICENSE NO	STATE	YR	MAKE	MODEL	COLOR	VALUE
										$

VIN NUMBER	VEHICLE MARKS / DAMAGE / DECALS / COMMENTS

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By: JESSICA SALINAS
Requested By: VICTOR GALLARDO
Date: 6/15/2017

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Current Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
30748	TECUMSEN-AUGER POST HOLE DIGGER	$479.96	4/7/1997	1997	2017	6	20	$48.00	$431.96	$71.99	$1,439.88	$0.00
41820	MINYARD TOOL BOX FOR MARTIN MECHANIC	$403.32	12/16/2003	2003	2017	6	14	$40.33	$362.99	$60.50	$846.97	$0.00
49391	LENGTH POLE PRUNNER	$365.00	8/4/2009	2009	2017	6	8	$36.50	$328.50	$54.75	$438.00	$0.00
56079	JUMP START BOOSTER BACK	$522.38	7/24/2012	2012	2017	6	5	$52.24	$470.14	$78.36	$391.79	$78.36
56064	FIXED PRUNNER 36.6CC W/12"	$434.00	7/10/2012	2012	2017	6	5	$43.40	$390.60	$65.10	$325.50	$65.10
56070	STIHL HT 101 W/12" EXT. PRUNNER	$499.00	7/10/2012	2012	2017	6	5	$49.90	$449.10	$74.85	$374.25	$74.85
58799	JUMP START JNC 1224	$522.38	4/16/2013	2013	2017	6	4	$52.24	$470.14	$78.36	$313.43	$156.71
		$3,226.04						$322.60	$2,903.44		$4,129.82	$375.02

Historical Cost - Residual Value = $2,903.44

AI-60297 **Purchasing Department** **21. E. 1.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval of the FINAL negotiated AIA Forms of Agreement #C-17-184-06-27 with NASSARI-WARREN GROUP ARCHITECTS, INC., in connection to the: "Design and Construction of Memorial Park Phase I" (located at 107 Highway and Sunflower Road, Edinburg, Texas) for Hidalgo County Precinct 4.
B. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
C. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for the purposes of "ON CALL" [Construction Material Testing/GEO Technical Services] for projects located within Hidalgo County Precinct No. 4;

ENGINEERING FIRMS:

Firms	**Raba-Kistner, Inc.**	**Professional Service Industries, Inc. (PSI)**	**Yzaguirre Engineering Group, Inc.**
Total Scores	**97**	**95**	**90**
Ranking			

D. Authority for the Purchasing Department to negotiate a professional engineering services agreement commencing with the No. 1 ranked firm _____ for the purposes of "ON CALL" [Construction Material Testing/GEO Technical Services] for projects located within Hidalgo County Precinct No. 4.

E. Acceptance and approval of *Change Order No. 4* to *extend the term an additional thirty (30) days* in connection to agreement # C-16-145A-07-19 with RG Enterprises, LLC. dba, G&G Construction as [*reviewed/recommended by project architect Mata-Garcia Architects, LLP*] for ongoing project: ["Landscape/Structural and Irrigation Construction for the San Carlos CRC"] in Precinct 4 and subject to HB1295 when and if applicable.

F. Acceptance and approval of Work Authorization No. 5 (with an estimated cost of $ 49,974.50) as submitted by project engineer, B2Z Engineering, LLC for: "Construction Phase Services for Memorial Park" located within Hidalgo County Precinct No. 4, in connection to "on call" agreement #C-16-329-09-06 for:[R/B, C.I.P. and Other Projects in General].

BACKGROUND

FINAL -AIA DOC (as reviewed & approved by legal) - NASSARI-WARREN GROUP ARCHITECTS, INC./1295
GRID-On Call Engineering Services
CO#4-G&G Contractors/1295
WA#5-B2Z Engineering-C-16-329-09-06 (Memorial Prk) Pct 4

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1345-452-00-124-132-0-740

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Per Pct 4 - Budget Impact/Fiscal Acct.# for:
AIA-Nassari-Warren Architect Group Inc
WA5-B2Z Engineering

CALENDAR YEAR: 2017 **ACCT. #:** 7-1345-419-40-124-123-0-740

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Budget Impact for:
CO4-G&G Contractors

Attachments

Approval as to form by legal counsel-Nassari-Warren (Mem Prk PhI) Pct 4
GRID/CIQ/request by Pct 4-On Call-CMT-GEO Tech
CO#4-G&G(30-day)-CRC landscape-Pct 4
WA5-C-16-329-09-06-B2Z (Const Ph Svcs-Memorial Prk) Pct 4
AIA-revised
legal

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/23/2017 01:24 PM
Budget & Management	Veronica Ortiz	06/23/2017 01:31 PM
Ivan Cantu	Ivan Cantu	06/23/2017 02:39 PM
Final Approval	Monica Salinas	06/23/2017 03:57 PM
Purchasing - Internal	Marty Salazar	06/23/2017 04:00 PM
Leticia Saenz	Letty Saenz	06/23/2017 04:35 PM
Form Started By: Letty Saenz		Started On: 06/13/2017 11:05 AM
Final Approval Date: 06/23/2017		

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: FINAL REVISED by LEGAL(DG-06-22-17)-AIA - NASSRI-WARREN ARCHITECTS GROUP, INC.-PCT 4

From : Debra Goetz <dlg@atlashall.com> Thu, Jun 22, 2017 07:26 PM

Subject : RE: FINAL REVISED by LEGAL(DG-06-22-17) -AIA - NASSRI-WARREN ARCHITECTS GROUP, INC.-PCT 4 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Cc : 'Steve Crain' <scrain@atlashall.com>, 'Joseph Palacios' <joseph.palacios@co.hidalgo.tx.us>, 'Maria Lucio' <maria.lucio@co.hidalgo.tx.us>, 'Steven Cruz' <steven.cruz@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Dina Trevino' <dina.trevino@co.hidalgo.tx.us>, 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

Letty,

The form of the agreement is approved.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dlg@atlashall.com



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requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, June 22, 2017 3:15 PM
To: Debra Goetz
Cc: Steve Crain; Joseph Palacios; Maria Lucio; Steven Cruz; Darlene H. Betancourt; Dina Trevino; Martha Salazar
Subject: Fwd: FINAL REVISED by LEGAL(DG-06-22-17)-AIA - NASSRI-WARREN ARCHITECTS GROUP, INC.-PCT 4
Importance: High

Ms. Goetz-
Attached, is Final generated AIA #**C-17-184-06-27** for: **Nassari-Warren Group Architects, Inc.** with revisions to chart as discussed.

Please advise with your final review and approval.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

 ...DON'T WORRY...BE HAPPY... 

From: "Debra Goetz" <dlg@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: "Steve Crain" <scrain@atlashall.com>, "Joseph Palacios" <joseph.palacios@co.hidalgo.tx.us>, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, June 22, 2017 1:12:16 PM
Subject: RE: FINAL REVISED/REVIEWED/APPROVED BY LEGAL(DG-06-16-17) - AIA B101 & A-201 - NASSRI-WARREN ARCHITECTS GROUP, INC.

The chart, at least in Word, looks right. Here's hoping the AIA processing doesn't give you issues. Before you convert it to final, please remove the green highlighting that is in 11.4 (in

PROFESSIONAL ENGINEERING SERVICES

For

(ON CALL)

"Construction Material Testing/GEO Tech Services"

HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

Engineering Firms

Total Scores	Raba-Kistner	Professional Service Industries, Inc. (PSI)	Yzaguirre Engineering Group, Inc.
Evaluator 1	97	95	90
RANKING			

***Scoring/Evaluation-completed by HC Precinct No. 4-Lulu Lucio.**

Zimbra **leticia.saenz@co.hidalgo.tx.us**

SOQ's On Call Geo/CMT

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Fri, Jun 23, 2017 05:09 AM

Subject : SOQ's On Call Geo/CMT 1 attachment

To : leticia saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : joseph.palacios <joseph.palacios@co.hidalgo.tx.us>, steven cruz <steven.cruz@co.hidalgo.tx.us>, nick perez <nick.perez@co.hidalgo.tx.us>, martha salazar <martha.salazar@co.hidalgo.tx.us>, dina trevino <dina.trevino@co.hidalgo.tx.us>, darlene betancourt <darlene.betancourt@co.hidalgo.tx.us>

Good Morning Letty,

Please place the following SOQ's on agenda for Precinct 4.

Nick will provide you with the account.

We greatly appreciate your assistance and the assistance of our Purchasing Department in placing our items on agenda on short notice.

Should you have any questions on this item or the the work authorizations requested on agenda please let me know.

Thank you, have a great day!

Sent from my iPhone

Untitled 1.pdf
2 MB

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Maria D. Lucio

Title/Position: Executive Assistant

Contract for Goods/Services: On call Geo Technical & Construction Materials Testing

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Yzaguirre Engineering Group, LLC
2. Professional Service Industries, Inc.
3. Raba Kistner
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Maria D. Lucio

Date: 6-23-17

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** 004	OWNER: ☒
San Carlos CRC Landscaping*Retaining Wall*Irrigation Project San Carlos, Texas	**DATE:** June 14, 2017	ARCHITECT: ☒
		CONTRACTOR: ☒
TO CONTRACTOR *(Name and address):*	**ARCHITECT'S PROJECT NUMBER:** 201605	FIELD: ☐
RGEnterprises,LLC (dba G&G Contractors) 711 E. Wisconsin Rd. Edinburg, Texas 78539	**CONTRACT DATE:** September 25, 2016 **CONTRACT FOR:** General Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Extension of time due to approval process time period of Change Order No. 3 and rain delay and drying-out period

The original Contract Sum was	$	228,747.39
The net change by previously authorized Change Orders	$	57,000.00
The Contract Sum prior to this Change Order was	$	285,747.39
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	285,747.39

The Contract Time will be increased by Thirty (30) days.
The date of Substantial Completion as of the date of this Change Order therefore is July 16, 2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Mata+Garcia Architects	RGEnterprisesLLC(dbaG&GContractors)	County of Hidalgo Precinct No. 4
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
1314 Ivy Avenue, McAllen, Tx, 78501	711EWisconsin Rd. Edinburg, Tx. 78539	1051N.DoolittleRd.,Edinburg, Tx. 78542
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Hector Rene Garcia	Rene Garza	Joseph Palacios
(Typed name)	*(Typed name)*	*(Typed name)*
June 14, 2017	June 14, 2017	
DATE	**DATE**	**DATE**

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User Notes: (1382231913)

G & G
Contractors

June 14, 2017

Mata-Garcia Architects
1314 Ivy Ave.
McAllen, Tx 78501

Attn: Hector Garcia

Re: Extension of Time for San Carlos Landscape Project

G&G Contractors is requesting 30 days to be added to the contract for the San Carlos Landscaping Project due to sub-contractor not anticipating conditions in the field for the additional work requested.

Also, due to miscommunication we were not made aware that a Notice to Proceed had been issued for the additional scope of work requested.

Thank you in advance for all your help.

Sincerely,

Rene Garza
Owner

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040-Phone
956-259-8046-Fax

G & G
Contractors

To: Mata Garcia Architects, LLP
1314 West Ivy Avenue
McAllen, Texas 78501

Date: January 16, 2017

Re: Change Order No. 1

Contractor: RG Enterprises, LLC dba G&G Contractors
711 E. Wisconsin Rd.
Edinburg, Tx 78539

Contract Date: 7/19/2016
NTP Date: 09/25/2016

For: **Hidalgo County Precint No. 4**
San Carlos CRC Landscaping/Retaining Wall/Irrigation Project

Item 1: Extension of Time

We are requesting an increase of 30 days, due to our Sub-contractor not anticipating conditions in the field for the additional work requested. And lost time due to miscommunications, we were not made aware that NTP was issued for Change Order 3.

The above changes are recommended for Approval:
Mata Garcia Architects, LLP

By:_____

Date:_____

The above changes are recommended for Approval:

RG Enterprises, LLC dba G&G Contractors

By:_____

Date:_____

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040-Phone
956-259-8046-Fax







June 1, 2017

G&G CONTRACTORS 711 E. Wisconsin Rd. EDINBURG, TX 78539	DATE:	6/14/2017	INVOICE NO.:	
	OWNER:	Precinct 4	JOB NO.:	
	JOB NAME:	Precinct NO. 4 Landscape/Structural and Irrigation for San Carlos CRC Project		

We are requesting an extension of completion time on our Contract for the month of **May , 2017** in the amount of 9 calendar days specified as follows for rain and wet: (Please circle day of month)

1	2	3	4	5	6	7	8	9	10 Rain	11	12	13	14	15	16
17	18	19	20 Rain	21 Wet	22 Wet	23 Wet	24 Wet	25	26	27	28	29 Rain	30 Wet	31 Rain	

Reason for this request:

Rain Days from December made January days to wet to work.

Contractor Name:

14-Jun-17

Date

PROJECT MANAGER:

_____ Recommend approval for extension of _____ calendar days.

_____ Recommend disapproval (see following comments)

_____ Recommend disapproval of _____ calendar days.

G&G CONTRACTORS 711 E. Wisconsin Rd. EDINBURG, TX 78539	DATE:	6/14/2017	INVOICE NO.:	
	OWNER:	Precinct 4	JOB NO.:	
	JOB NAME:	Precinct NO. 4 Landscape/Structural and Irrigation for San Carlos CRC Project		

We are requesting an extension of completion time on our Contract for the month of **June , 2017** in the amount of 2 calendar days specified as follows for rain and wet: (Please circle day of month)

1 Wet	2 Wet	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

Reason for this request:

Rain Days from December made January days to wet to work.

Contractor Name:

14-Jun-17

Date

PROJECT MANAGER:

_____ Recommend approval for extension of _____ calendar days.

_____ Recommend disapproval (see following comments)

_____ Recommend disapproval of _____ calendar days.

NorthStyle®

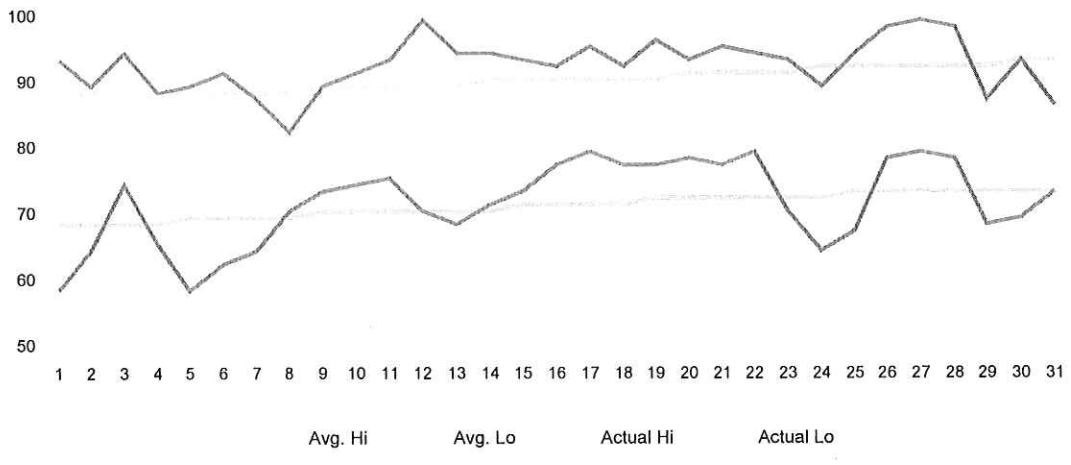
April 2017 View: May 2017 June 2017

Date	Hi/Lo	Precip	Snow	Forecast	Avg. HI / LO
Mon 5/1	93°/58°	0 IN	0 IN		87°/68°
Tue 5/2	89°/64°	0 IN	0 IN		88°/68°
Wed 5/3	94°/74°	0 IN	0 IN		88°/68°
Thu 5/4	88°/65°	0 IN	0 IN		88°/68°
Fri 5/5	89°/58°	0 IN	0 IN		88°/69°
Sat 5/6	91°/62°	0 IN	0 IN		88°/69°
Sun 5/7	87°/64°	0 IN	0 IN		88°/69°
Mon 5/8	82°/70°	0 IN	0 IN		88°/69°
Tue 5/9	89°/73°	0 IN	0 IN		89°/70°
Wed 5/10	91°/74°	0.11 IN	0 IN		89°/70°
Thu 5/11	93°/75°	0 IN	0 IN		89°/70°
Fri 5/12	99°/70°	0 IN	0 IN		89°/70°
Sat 5/13	94°/68°	0.02 IN	0 IN		89°/70°
Sun 5/14	94°/71°	0 IN	0 IN		90°/70°
Mon 5/15	93°/73°	0 IN	0 IN		90°/71°
Tue 5/16	92°/77°	0 IN	0 IN		90°/71°

Date	Hi/Lo	Precip	Snow	Forecast	Avg. HI / LO
Wed 5/17	95°/79°	0 IN	0 IN		90°/71°
Thu 5/18	92°/77°	0 IN	0 IN		90°/71°
Fri 5/19	96°/77°	0 IN	0 IN		90°/72°
Sat 5/20	93°/78°	0.40 IN	0 IN		91°/72°
Sun 5/21	95°/77°	0 IN	0 IN		91°/72°
Mon 5/22	94°/79°	0.01 IN	0 IN		91°/72°
Tue 5/23	93°/70°	0.03 IN	0 IN		91°/72°
Wed 5/24	89°/64°	0.03 IN	0 IN		92°/72°
Thu 5/25	94°/67°	0 IN	0 IN		92°/73°
Fri 5/26	98°/78°	0 IN	0 IN		92°/73°
Sat 5/27	99°/79°	0 IN	0 IN		92°/73°
Sun 5/28	98°/78°	0 IN	0 IN		92°/73°
Mon 5/29	87°/68°	1.48 IN	0 IN		92°/73°
Tue 5/30	93°/69°	0 IN	0 IN		93°/73°
Wed 5/31	86°/73°	0.50 IN	0 IN		93°/73°

April 2017 June 2017

Temperature Graph May 2017



	Actual	Normal	Departure	Record

NorthStyle

World > North America > United States > Texas > San Carlos ENGLISH (US), °F

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Now | Weekend | Extended | Month | Radar | MinuteCast® | Watch Videos

May 2017 View: June 2017 July 2017

Date	Hi/Lo	Precip	Snow	Forecast	Avg. Hi / Lo
Thu 6/1	93°/74°	0.03 IN	0 IN		93°/74°
Fri 6/2	95°/75°	0 IN	0 IN		93°/74°
Sat 6/3	95°/73°	0 IN	0 IN		93°/74°
Sun 6/4	96°/75°	0 IN	0 IN		93°/74°
Mon 6/5	98°/76°	0 IN	0 IN		94°/74°
Tue 6/6	94°/72°	0 IN	0 IN		94°/74°
Wed 6/7	95°/72°	0 IN	0 IN		94°/74°
Thu 6/8	95°/71°	0 IN	0 IN		94°/74°
Fri 6/9	97°/74°	0 IN	0 IN		94°/74°
Sat 6/10	95°/73°	0 IN	0 IN		94°/74°
Sun 6/11	96°/74°	0 IN	0 IN		94°/74°
Mon 6/12	97°/74°	0 IN	0 IN		94°/75°
Tue 6/13	97°/77°	0 IN	0 IN		94°/75°
Wed 6/14	99°/79°	0 IN	0 IN	Partly sunny and very warm	94°/75°
Thu 6/15	101°/78°	0 IN	0 IN	Mostly sunny and hot	94°/75°
Fri 6/16	102°/78°	0 IN	0 IN	Mostly sunny and hot	94°/75°
Sat 6/17	102°/79°	0 IN	0 IN	Partly sunny and hot	94°/75°
Sun 6/18	99°/77°	0 IN	0 IN	Mostly sunny and hot	94°/75°
Mon 6/19	98°/73°	0 IN	0 IN	Mostly sunny and very warm	95°/75°
Tue 6/20	99°/76°	0.11 IN	0 IN	Variable clouds with showers	95°/75°

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number:
2017-225548
Date Filed:
06/19/2017
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RG Enterprises, LLC dba G&G Contractors
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
HIDALGO COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Project No.:2016-145-04-13-MSS
Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garza, Rene	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

IRMA H. RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
March 25, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Rene Garza, this the 19 day of June, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Irma H Rodriguez — Printed name of officer administering oath | Notary — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-225548

Date Filed:
06/19/2017

Date Acknowledged:
06/21/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RG Enterprises, LLC dba G&G Contractors
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Project No.:2016-145-04-13-MSS
Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garza, Rene	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Zimbra **leticia.saenz@co.hidalgo.tx.us**

CO 4 Landscaping G&G Contractors

From : Nick Perez <nick.perez@co.hidalgo.tx.us> Mon, Jun 19, 2017 10:23 AM

Subject : CO 4 Landscaping G&G Contractors

1 attachment

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Maria Lucio <maria.lucio@co.hidalgo.tx.us>

I have attached change order No. 4 for an extension of 30 days to complete the CRC Landscaping project. Their will be no fiscal impact and the increase in days corresponds with change order No.3 for this project. Please proceed in placing the attached change order on the next agenda. Thank you.

Respectfully,

Nick Perez

Hidalgo County Pct.#4
1051 N. Doolittle Rd.
Edinburg, TX 78539

Office: (956)383-3112 Ext. 4008
Fax: (956)381-5905
E-Mail: Nick.Perez@co.hidalgo.tx.us

From: Permit@co.hidalgo.tx.us
To: "Nick Perez" <nick.perez@co.hidalgo.tx.us>
Sent: Monday, June 19, 2017 10:20:10 AM
Subject: Message from "RNP002673C65A1C"

This E-mail was sent from "RNP002673C65A1C" (MP C4504).

Scan Date: 06.19.2017 10:20:10 (-0500)
Queries to: Permit@co.hidalgo.tx.us

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553 KB

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-16-329-09-06

WORK AUTHORIZATION NO. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **B2Z ENGINEERING LLC,** professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide Construction Phase Services for Memorial Park located in Hidalgo County Precinct 4.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$49,974.50**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 5 and 6 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 5 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.4, Commissioner, Joseph Palacios, as to content and detail of this **Work Authorization No. 5.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 201____.

THE ENGINEER:
B2Z ENGINEERING

_____
By: Nicholus Muñoz, Vice President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT A

Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 6 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION I - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

PROJECT/DESCRIPTION: On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"
Work Authorization No. 5 ~ Construction Phase Services – Memorial Park (FC320)

ENGINEER shall mean B2Z Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

ARCHITECT shall mean The Warren Group (TWG)

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 12 - CONSTRUCTION PHASE SERVICES

(Function Code 320)

Const. Management Services – Memorial Park:

The ENGINEER will provide engineering and design support services for and during the planning/design/construction phase of the Project, or portions of the Project approved by the COUNTY. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will assist the COUNTY and the ARCHITECT with the needed procurement package based on the selected construction delivery method for the various aspects of this project. The ENGINEER will provide the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under the design phase.

2) The ENGINEER will make recommendations to the COUNTY during the design phase, as well as proper action on the final cost proposal received, and assist with the preparation of formal contract documents for the award of the construction contract.

Construction Contract Administration and Inspection:

1) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as it relates to the various aspects of design, as well as construction as provided in the General Condition of the Construction Contract.

2) The ENGINEER will coordinate and conduct a pre-design and/or pre-construction conference (if required).

3) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the ARCHITECT, Design Engineer, and Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the ARCHITECT, Engineer, or Contractor to correct the defect or deficiency.

Miscellaneous Technical Activities:

1) The ENGINEER will coordinate various aspects of the project development component as directed by the COUNTY.
2) The ENGINEER will act as an agent of the COUNTY when dealing with the ARCHITECT/Engineers hired by the COUNTY.
3) The ENGINEER will coordinate with the COUNTY on a weekly basis to ensure that the project is meeting all defined project goals.
4) The ENGINEER will QC/QA all construction cost estimates produced by the ARCHITECT/Engineers working on the project to ensure that the COUNTY stays within the defined budget.
5) The ENGINEER will perform other various coordination tasks as directed by the COUNTY on an "On-Call" basis to push the project through various aspects of project development.

EXHIBIT D
FEE PROPOSAL

Memorial Park
Construction Phase Services ~ FC320
Hidalgo County Precinct 4
Work Authorization No. 5

			MANHOURS				
Hidalgo County Precinct #4 Memorial Park Construction Management Services			Senior Project Manager	Construction Manager	Construction Inspector	Admin/ Clerical	Total
TASKS							
FC320							
	1	Construction Phase Services		280			280
	2	Meetings and Coordination with Hidalgo County Precinct 4, Architect, Civil Eng, etc		22			22
		Subtotal	**0**	**302**	**0**	**0**	**302**
Labor Hours			**0**	**302**	**0**	**0**	**302**
Hourly Base Rates			$ 80.00	$ 52.00	$ 28.00	$ 20.00	
Contract Rate FY2017			$ 244.73	$ 159.07	$ 85.65	$ 61.18	
Total Labor Costs			**$ -**	**$ 48,039.14**	**$ -**	**$ -**	**$ 48,039.14**

Direct Expenses Mileage: $0.56/mile $ 1,935.36

Total Direct Expenses $ 1,935.36

B2Z Engineering Total Cost **$ 49,974.50**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-228083

Date Filed:
06/23/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
B2Z Engineering, LLC
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-16-329-09-06
Precinct 4 "Road and Bridge, C.I.P. and Other Projects in General" (ON CALL) - Work Authorization No. 5 - Construction Phase Services for Memorial Park

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gonzalez, Aisha	Mission, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

ALICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
August 28, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Aisha Gonzalez, this the 23rd day of June, 20 17, to certify which, witness my hand and seal of office.

Alicia Rodriguez — Signature of officer administering oath

Alicia Rodriguez — Printed name of officer administering oath

Notary — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

B2Z Engineering, LLC
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-329-09-06
Precinct 4 "Road and Bridge, C.I.P. and Other Projects in General" (ON CALL) - Work Authorization No. 5 - Construction Phase Services for Memorial Park

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gonzalez, Aisha	Mission, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 27th day of **June** in the year **2017**
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
100 East Cano, 2nd Floor
Edinburg, Texas 78539
(956) 318-2600

and the Architect:
(Name, legal status, address and other information)

Nassri-Warren Group Architects, Inc., a Texas corporation
1801 South 2nd Street, Ste. 330
McAllen, Texas 78503
(956) 994-1900

for the following Project:
(Name, location and detailed description)

The Design and Construction of Memorial Park Ph. I for Hidalgo County Precinct 4, located at 107 Highway and Sunflower Road, Edinburg, Texas 78539.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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User Notes: (1851944816)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

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10 MISCELLANEOUS PROVISIONS

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12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE AIA DOCUMENT B101-2007
EXHIBIT B AIA DOCUMENT A201–2007, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AS REVISED
EXHIBIT C INSURANCE CERTIFICATE
EXHIBIT D SCOPE OF WORK AND RATE SCHEDULE

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:
(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Initial information is set forth in the scope of work attached hereto as Exhibit D.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined at a later date by mutual written agreement

.2 Substantial Completion date:

To be determined at a later date by mutual written agreement

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes in the Work in accordance with Section 3.6.5 and 4.

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§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects within Hidalgo County, Texas.

§ 1.5 The Architect acknowledges that it also does business as "The Warren Group Architects, Inc.", including in documentation submitted to the Owner such as the statement of qualifications and proposal for this Project. The Architect represents and warrants that (i) its legal name is Nassri-Warren Group Architects, Inc.; (ii) it is a Texas corporation; (iii) it is one and the same entity as "The Warren Group Architects, Inc."; (iii) that all agreements, certificates and other documents under or in such name are binding on the Architect , and the Owner may rely on them, to the same extent as if the same were in Architect's legal name; and (iv) that it has all power and authority necessary to enter into this Agreement and other documents under either name.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 INTENTIONALLY DELETED.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's Designated Representative is: Laura N. Warren, AIA, Principal.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner , unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect may disclose information specifically designated as confidential by Owner to the Architect's consultants only if the Architect has obtained the consultant's prior written agreement to maintain the confidentiality of such information.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the *requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall* reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$1,000,000 (See the attached Insurance Certificate)

.2 Automobile Liability

$1,000,000 (See the attached Insurance Certificate)

.3 Workers' Compensation

$1,000,000 (See the attached Insurance Certificate)

.4 Professional Liability

$1,000,000/$2,000,000 (See the attached Insurance Certificate)

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§ 2.6 ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

§ 2.6.4 The Architect shall provide a detailed cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the Project cost in accordance with Owner's requirements and procedures.

§ 2.6.5 Architect acknowledges and agrees that the Owner may, but is not obligated, to use an engineer as a construction manager for the construction of this Project. In the event Owner uses a construction manager, which may be an engineering firm, to provide construction management services for this Project, Architect shall coordinate with Owner and the construction manager regarding the provision of Architect's services hereunder and the provision of the construction manager's services for the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 As set forth in section 2.4.1 above, the Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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User Notes: (1851944816)

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1 Schedule Development and Monitoring;
§ 3.1.7.2 Programming (in coordination with Owner);
§ 3.1.7.3 **DELETED**
§ 3.1.7.4 Landscape Design;
§ 3.1.7.5 On-Site Project Representation;
§ 3.1.7.6 Record Drawings (in coordination with Contractor);
§ 3.1.7.7 Structural Design;
§ 3.1.7.8 Electrical and Planning Design; and
§ 3.1.7.9 Fast-track design services.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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User Notes: (1851944816)

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project."

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

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§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 If requested by the Owner participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner. and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner.

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the Contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

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However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and the Contractor of any observed deficiencies. Furthermore, job site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

§ 3.6.2.2 The Architect has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "B ", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

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The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA Document A201-2007 attached hereto as Exhibit "B" and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

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§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11th) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 **Warranty Phase-** The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

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ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Owner	Has been provided by Owner
§ 4.1.2	Multiple preliminary designs	Architect	4.2
§ 4.1.3	Measured drawings	Not Included	N/A
§ 4.1.4	Existing facilities surveys	Not Included	N/A
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Included	N/A
§ 4.1.6	Building information modeling	Not Included	N/A
(Row deleted)			
§ 4.1.7	Civil engineering	Not Included	N/A
§ 4.1.8	Landscape design	Not Included	N/A
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Included	N/A
§ 4.1.10	Value Analysis (B204™–2007)	Not Included	N/A
§ 4.1.11	Detailed cost estimating	Architect	4.2
§ 4.1.12	On-site project representation	Not Included	N/A
(Row deleted)			
§ 4.1.13	Conformed construction documents	Not Included	N/A
§ 4.1.14	As-Designed Record drawings	Not Included	N/A
§ 4.1.15	As-Constructed Record drawings	Not Included	N/A
§ 4.1.16	Post occupancy evaluation	Not Included	N/A
§ 4.1.17	Facility Support Services (B210™–2007)	Not Included	N/A
§ 4.1.18	Tenant-related services	Not Included	N/A
§ 4.1.19	Coordination of Owner's consultants	Not Included	N/A
§ 4.1.20	Telecommunications/data design	Not Included	N/A
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Included	N/A
§ 4.1.22	Commissioning (B211™–2007)	Not Included	N/A
§ 4.1.23	Extensive environmentally responsible design	Not Included	N/A
§ 4.1.24	LEED® Certification (B214™–2007)	Not Included	N/A
§ 4.1.25	Fast-track design services	Not Included	N/A
§ 4.1.26	Historic Preservation (B205™–2007)	Not Included	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Included	N/A

Services shown in the chart as not included in Additional Services include services that are included in this Agreement as Basic Services.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Exhibit D

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service (as defined in Section 1.1.7 of the AIA Document A201-2007 as modified by Owner attached hereto as Exhibit "B" and incorporated herein for all purposes) necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 INTENTIONALLY DELETED.

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at, a public hearing, dispute resolution proceeding or legal proceeding, except (1) where the Architect is party thereto, and (2) meetings of or hearings before the Commissioners Court in which the subject Project is a topic of discussion (in each excluded case, such attendance being included herein as Basic Services); and

.7 Consultation concerning replacement of Work resulting from fire or other cause during construction;

§ 4.3.2
(Paragraphs deleted)
INTENTIONALLY DELETED.

(Paragraphs deleted)
ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)
§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic

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evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 INTENTIONALLY DELETED.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election,

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the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

§ 6.4 INTENTIONALLY DELETED.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and

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upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

§ 7.3.1 INTENTIONALLY DELETED.

§ 7.4 INTENTIONALLY DELETED.

ARTICLE 8 CLAIMS AND DISPUTES
§ 8.1 GENERAL

§ 8.1.1 INTENTIONALLY DELETED.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.2 MEDIATION
§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to in writing by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by mediation . A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4
(Paragraphs deleted)
INTENTIONALLY DELETED.

§ 8.3 INTENTIONALLY DELETED.

§ 8.3.1 INTENTIONALLY DELETED.

(Paragraphs deleted)
§ 8.3.4 INTENTIONALLY DELETED.

§ 8.3.4.1 INTENTIONALLY DELETED.

(Paragraphs deleted)
ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give

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seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 INTENTIONALLY DELETED.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner. All references in this Agreement to the A201-2007 shall mean to the modified AIA Document A201-2007, General Conditions of the Contract for Construction, which is attached hereto as Exhibit "B".

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 INTENTIONALLY DELETED.

§ 10.7 INTENTIONALLY DELETED.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it

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to any other person except (1) to its employees, (2) to those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) to its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required by law.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)
The aggregate amount of Eighty Thousand Dollars and Zero Cents ($ 80, 000.00).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)
Exhibit D under Hourly Fee Schedule

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)
Exhibit D under Hourly Fee Schedule

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero (0%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Phase	Percentage of Amount from Section 11.1 Allocated to Phase			Amount from Section 11.1 Allocated to Phase
Schematic Design Phase	Ten	percent (	10 %)	$8,000.00
Design Development Phase	Zero	percent (	0 %)	$0.00
Construction Documents Phase	Sixty	percent (	60 %)	$48,000.00
Bidding Phase	Ten	percent (	10 %)	$8,000.00
Construction Phase/Contract Admin.	Twenty	percent (	20 %)	$16,000.00
Total Basic Compensation	One hundred	percent (	100 %)	**$80,000.00**

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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See Exhibit "D"

Employee or Category **Rate**

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;

.3 Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;

.4 Printing, reproductions, plots, standard form documents;

.5 Postage, handling and delivery of Instruments of Service;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

.10 DELETED

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.9

(Paragraphs deleted)

INTENTIONALLY DELETED.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero ($0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

At the rate established under Texas Government Code Section 2251.025

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a judicial proceeding

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Not applicable

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement between Owner and Architect

.2 AIA Document

(Paragraphs deleted)

A201™–2007, General Conditions of the Contract for Construction modified by the Owner

.3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Article 14 and 15, Additional Supplemental Conditions to the AIA Document B 101-2007
Exhibit B - AIA Document A201-2007, General Conditions of the Contract for Construction as modified by the Owner (as referenced in section 13.2.2)
Exhibit C - Insurance Certificate
Exhibit D - Scope of Work and Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER: **COUNTY OF HIDALGO**	**ARCHITECT:** **NASSRI-WARREN GROUP ARCHITECTS, INC.**
(Row deleted) **By:**	**By:**
(Signature) Ramon Garcia, County Judge *(Printed name and title)*	*(Signature)* Laura N. Warren, AIA, Principal *(Printed name and title)*
APPROVED AS TO FORM FOR COUNTY: **Atlas , Hall & Rodriguez, LLP**	**ATTEST:**
By:	**By:**
(Signature) Stephen L. Crain *(Printed name and title)*	*(Signature)* Arturo Guajardo Jr., County Clerk *(Printed name and title)*

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EXHIBIT A

to

Agreement dated June 27, 2017 between
Hidalgo County and Nassri-Warren Group Architects, Inc.
(The Design and Construction of Memorial Park Phase I)

Additional Supplemental Conditions to the AIA Document B101-2007

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HIDALGO COUNTY
ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE
AIA DOCUMENT B 101 – 2007

Standard Form of Agreement between Owner and Architect

ARTICLE 14

14.1 Requests for Payment. On of before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section **14.3**, below.

14.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of **14.1**.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

14.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 14 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

14.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

14.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

14.6 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

14.7 In the event of a conflict between the provisions of this Article 14, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 14 shall control.

ARTICLE 15 – OTHER CONDITIONS OR SERVICES

15.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Architect represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

15.2 The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

15.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

15.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

15.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ. Stat. Ann., art. 249(a), as amended.

15.6 Indemnification. To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners Court, elected officials, employees and agents (collectively "Indemnitees")

from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

15.7 Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 4.6 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

15.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

15.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

15.10 Architect covenants with Owner to obtain separate bids and/or contracts for the following phases of the construction of the Project:

.1 General Construction;

15.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

15.12 Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees to

furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

15.13 Time Extensions for Unusually Severe Weather. This provision specifies the procedures for the determination of time extensions for unusually severe weather. The listing below defines the monthly anticipated adverse weather for the Contract period and is based on National Oceanic and Atmospheric Administration data for the geographical location of the Project:

Monthly Anticipated Adverse Weather Calendar Days												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2	2	1	2	3	4	3	3	5	3	2	2	32

(1) **Determination.** The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the notice to proceed and continuing throughout the Contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather tabulated above. The term actual adverse weather days shall include days impacted by actual adverse weather days.

(2) The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated above have been incurred, the Owner will examine any subsequently occurring adverse weather days to determine whether the Contractor is entitled to a time extension. These subsequently occurring adverse weather days must prevent work for 50 percent or more of the Contractor's work day and delay work critical to the timely completion of the Project. The Owner will convert any delays to meeting the above requirements to calendar days and issue a Change Order in accordance with theses Standard General Conditions

(3) The Contractor's schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.

15.14 In the event of a conflict between the provisions of this Article 15, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 15 shall control.

EXHIBIT B

to

Agreement dated June 27, 2017 between
Hidalgo County and Nassri-Warren Group Architects, Inc.
(The Design and Construction of Memorial Park Phase I)

AIA Document A201-2007 General Conditions of the Contract for Construction, as revised

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General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
The Design and Construction of Memorial Park Ph. I for Hidalgo County Precinct 4, located at 107 Highway and Sunflower Road, Edinburg, Texas 78539.

THE OWNER:
(Name, legal status and address)
County of Hidalgo
100 East Cano, 2nd Floor
Edinburg, Texas 78539
(956) 318-2600

THE ARCHITECT:
(Name, legal status and address)
Nassri-Warren Group Architects, Inc., a Texas corporation
Laura N. Warren, AIA, Principal
1801 South 2nd Street, Ste. 330
McAllen, Texas 78503
(956) 994-1900

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Section 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and
(Paragraph Deleted)

regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Sections 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

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§ 1.1.6 THE SPECIFICATIONS
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.
If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.
§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications;
.6 Drawings, and in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 **DELETED.**

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due.

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The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

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ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or Architect's consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services

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made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to Sections 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Contractor's Warranty, Contractor shall promptly notify the Architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under Contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of

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Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. **if a specified product deviates from good construction practices;**
2. **if following the Specifications will affect any warranties; or**
3. **any objections which Contractor may have the Specifications.**

Nothing contained in Section 1.1.3 shall alter the responsibilities established in this Section.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Section 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;

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3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Ssection 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Section 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Section 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

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§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Section 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for

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document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and

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approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual

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costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 DELETED.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is

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interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Section 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Section 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any
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rescheduling.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE
The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the
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site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents

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require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in Section 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the

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Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of
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work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to
(Paragraph Deleted)

time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

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§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner and of any of the above mentioned parties (the "Indemnified Parties") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, corporation or other entity (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself to the extent covered by Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants

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in any such action include both Contractor and Owner, and Owner shall have reasonably concluded that there may be legal defenses available to it or the other Indemnified Parties that are different from, or additional to, or inconsistent with, those available to Contractor, then Owner shall have the right to select separate counsel to participate in the defense of such action on its own and the other Indemnified Parties behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification section. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Section 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction *(Paragraph Deleted)*

manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner. In the event Owner uses a construction manager for the Project, which may but need not be an engineer, the construction manager will be included in all such communications as appropriate to the construction manager's role.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13
DELETED.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the
(Paragraph Deleted)

subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.**§ 5.5** Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Sections 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change
(Paragraph Deleted)

Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

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.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Section 3.1.1 of the modified AIA Document A101 – 2007, Standard Form of Agreement Between Owner and Contractor, to which this AIA Document A201-2007, General Conditions of the Contract for Construction, is attached as an exhibit (the "A101"), per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other

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causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As provided in Section 4.5 of the A101, in the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of the Owner under this Contract, then the Owner may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 the Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann.
(Paragraph Deleted)

§271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an officer of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the

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amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the Contract Time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Sections 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted

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Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Sections 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and

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certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

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Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 **faulty or defective Work appearing after Substantial Completion.**

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity

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proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies

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will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit

Commercial General Liability
Bodily Injury/Property Damage $1,000,000.00 per occurrence
$2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability $1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (Section 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see Section 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in Section 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see Section 3.18);

.6 the following coverage:

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a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and Property Damage	$2,000,000.00 per occurrence $2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11..1.8 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.1.9 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article
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11.

§ 11.2 OWNER'S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

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§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

(Paragraph Deleted)

DELETED.

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§ 11.3.3 LOSS OF USE INSURANCE
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DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner's representative for decision.

§
11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

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§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Section 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation or other entity for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

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§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner's personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer;

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recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

(Paragraphs Deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents.

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Sections 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

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.5 **is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or**

.6 **otherwise does not fully comply with the Contract Documents.**

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Section 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Section 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

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.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of Claims shall state specifically the reason for the Claim, the date or dates of the cause or causes of the Claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all Claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost

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time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Contractor shall not be entitled to claims for additional time and/or increase in Contract Sum due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to

achieve substantial completion by the date indicated in the Contract, and

extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subsection 3.1.1 of the A101 per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult, and in no sense be considered a penalty.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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EXHIBIT C

to

Agreement dated June 27, 2017 between
Hidalgo County and Nassri-Warren Group Architects, Inc.
(The Design and Construction of Memorial Park Phase I)

Insurance Certificates

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Policy Number: Date Entered: 3/9/2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2017

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 have ADDITIONAL INSURED provisions or 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 RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, Texas 75080	CONTACT NAME: PHONE (A/C, No, Ext): (972)235-3030 FAX (A/C, No): (972)235-3556 E-MAIL ADDRESS: brunker@riskpro.us
INSURED Nassri-Warren Group Architects, Inc. 1801 South 2nd Street Suite 330 McAllen, TX 78503	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : SENTINEL INSURANCE COMPANY, LIMITED — 11000 INSURER B : Hartford Accident and Indemnity Company — 22357 INSURER C : Liberty Insurance Underwriters, Inc. — 19917 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:			46 SBA RP0246	9/6/2016	9/6/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			46 SBA RP0246 NO OWNED AUTOS	9/6/2016	9/6/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		46 WBC AF3933	5/22/2017	5/22/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1.000,000 $ 1,000,000 $ 1,000,000
A	Design Professional Liability			AEXNYABFZ5T001	3/9/2017	3/9/2018	Each Claim Aggregate	$1,000,000 $2,000,000

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

Coverage subject to all policy terms, conditions, exclusions and endorsements.

RE: Service Contract # C-17-184-00-00-Design of Memorial Park Ph. I for Precinct 4, located at Hwy. 107 and Sunflower Road, Edinburg, Texas 78539

CERTIFICATE HOLDER

County of Hidalgo
Attn: Purchasing Department
2812 S. Highway Bus 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



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Produced using Forms Boss Plus software, www.FormsBoss.com; Impressive Publishing 800-208-1977

EXHIBIT D

to

Agreement dated June 27, 2017 between
Hidalgo County and Nassri-Warren Group Architects, Inc.
(The Design and Construction of Memorial Park Phase I)

Scope of Work and Rate Schedule

Init.
/

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User Notes: (1851944816)

THE WARREN GROUP
ARCHITECTS INC.

1801 South 2nd Street, Ste. 330 McAllen, TX 78503

May 22, 2017

Mr. Joseph Palacios
Commissioner Precinct 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542
Phone: 956-383-3112

Re: HIDALGO COUNTY PRECINCT NO. 4 MEMORIAL PARK
PHASE I PROFESSIONAL SERVICES PROPOSAL

Dear Mr. Palacios:

It has been a pleasure working with you and your staff. We greatly appreciate the opportunity in working with you. As requested, following is our proposal of services for Phase I of the Memorial Park to be located at 107 and Sunflower Road Edinburg, Texas. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

UNDERSTANDINGS AND ASSUMPTIONS:

- The Site area is approximately 16.84 acres.
- Phase I will be designed to allow the Site Development to be done in Phases.
- Construction Documents will be done in a "Fast Track" Process.
- This proposal includes Structural, Electrical and Plumbing Engineering Services.
- This proposal includes Landscape and Irrigation Design.
- The Park Design is to include the following:
  - Memorial Monument Design
  - Windmill Memorial Design
  - Fountain Memorial Design
  - The site will be provided with gated entrances.
  - Parking with-in the perimeter fenced area.
  - Benched Planter/Seating area
  - "Sunken" Garden Site Features
  - Public Lighting coordination as part of the Infrastructure Design.
  - Playground features
  - Walking trails with outdoor work-out stations
- This proposal excludes Mechanical Engineering Design Services.
- This proposal excludes Civil Engineering (surveying). TWG will coordinate with Owner Consultant Civil Engineer.
- This proposal excludes Soil Testing.
- This proposal excludes Environmental Testing.
- This proposal excludes Geotechnical Services.

We propose to provide the following scope of services for this project for the stipulated sum fees for phase I respectively.

| PHASE I MASTER PLAN/SCHEMATIC DESIGN SERVICES: Stipulated Sum Fee of $ 8,000.00

Rendered Site Plan
Exterior Elevation Concept
Digital 2D Color Rendering

Based on Owner provided property survey and project information, our team had an initial meeting with PCT. 4 Commissioner Palacios to review the desired scope and program. Our team then developed a Preliminary Site Plan and issued for review and approval. Our team incorporated any changes- comments as made by Commissioner Palacios.

| PHASE I CONSTRUCTION DOCUMENTS: Stipulated Sum Fee of $ 48,000.00

Based on the approved Master Plan/Schematic Design, our team will develop the Phase I Master Plan Construction Documents, for the following as they may apply:

- Architectural, Electrical, and Plumbing Engineering plans and specifications for the purpose of final pricing, permitting and construction of the project.
- Structural Engineering documents will include framing plans and associated foundation and framing details based on Owner provided geotechnical soils report the building design development package. Structural design will also include, if needed, the footing design for the monument signs and a dumpster enclosure.
- Landscape and Irrigation Design

| BIDDING: Stipulated Sum Fee of $8,000.00

Our team will provide the plans in PDF format. We will attend a Pre-Bid Conference meeting and issue addendums addressing any questions that general contractors may have. Our team will also attend the bid opening, research lowest bidder's qualifications and references and provide a letter of recommendation of the qualified bidder.

| BASE CONSTRUCTION PHASE: Stipulated Sum Fee of $16,000.00

Nassri-Warren Group will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis:

- Attend a Pre-Construction meeting
- Provide periodic site visits during construction
- Review contractor's monthly construction estimates and provide recommendation of payment
- Review Requests for Information (RFI)
- Review field alterations, prepare change orders
- Review and evaluate shop drawings
- Review and evaluate materials and performance tests
- Prepare a "punch list" to determine final completion of contract
- Conduct a final inspection and report on the completion of the project

| **BASE TOTAL:** **Stipulated Sum Fee of $80,000.00**

| ADDITIONAL SERVICES: Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined. Please note: OUR TEAM WILL NOT PROVIDE-BILL FOR ADDITIONAL SERVICES UNLESS PREVIOUSLY APPROVED IN WRITING BY THE AUTHORIZED REPRESENTATIVE:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to state accessibility review and inspection reports.
- Value Engineering and review of alternate materials submitted by the Contractor.
- Additional construction phase project meetings, field reports and contractor correspondence.
- As Built Drawings.

| HOURLY FEE SCHEDULE:

Architectural services listed as hourly or requested in addition to the basic services listed above will be completed per our standard hourly fee schedule below or by separate proposal:

Principal	$200.00
Engineer and Associate	$150.00
Intern Architect	$95.00
Technical Assistant	$65.00
Clerical	$45.00

| REIMBURSABLE EXPENSES

All out of pocket expenses associated with the services provided will be reimbursed at cost plus zero percent. These fees may include travel expenses, mileage (.55/mile), printing and reproduction costs, delivery costs, and jurisdictional review fees, Texas Accessibility plan review and inspection fees, long distance phone costs, computer plots, postage, consulting engineer additional services, and special additional consultants. These reimbursable expenses are in addition to the architectural fees for services provided.

In House Plot/Print Rates:

Computer Plots

Large scale prints -	30”x42” Black & white laser copies	$ 7.00/each
	30”x42” Original color prints	$ 45.00/each
	24" x 36” Black & white laser copies	$ 5.00/each
	24" x 36” Original color prints	$ 30.00/each
	11”x17” Original color prints	$ 15.00/each
	11”x17” Black & white prints	$ 3.00/each

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-224938

Date Filed:
06/16/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Nassri-Warren Group Architects, Inc
McAllen , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Hidalgo, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-17-184-00-00
Design of Memorial Park Phase I for Precint 4, located at Hwy. 107 and Sunflower Road, Edinburg, Texas 78539

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Warren, Laura	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

BERTA RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-08-2019

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Laura Warren, this the 16th day of June, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath: Berta Rodriguez | Title of officer administering oath: AO - Lending Asst.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-224938

Date Filed:
06/16/2017

Date Acknowledged:
06/19/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Nassri-Warren Group Architects, Inc
McAllen , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-17-184-00-00
Design of Memorial Park Phase I for Precint 4, located at Hwy. 107 and Sunflower Road, Edinburg, Texas 78539

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Warren, Laura	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: FINAL REVISED by LEGAL(DG-06-23-17)-AIA - NASSRI-WARREN ARCHITECTS GROUP, INC.-PCT 4

From : Debra Goetz <dlg@atlashall.com> Tue, Jun 27, 2017 09:16 AM

Subject : RE: FINAL REVISED by LEGAL(DG-06-23-17) -AIA - NASSRI-WARREN ARCHITECTS GROUP, INC.-PCT 4 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Cc : 'Steve Crain' <scrain@atlashall.com>, 'Joseph Palacios' <joseph.palacios@co.hidalgo.tx.us>, 'Maria Lucio' <maria.lucio@co.hidalgo.tx.us>, 'Steven Cruz' <steven.cruz@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Dina Trevino' <dina.trevino@co.hidalgo.tx.us>, 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Letty,

Based on our discussion this morning, you are good to go with this one.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dlg@atlashall.com



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From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, June 27, 2017 9:12 AM
To: Debra Goetz
Cc: Steve Crain; Joseph Palacios; Maria Lucio; Steven Cruz; Darlene H. Betancourt; Dina Trevino; Martha Salazar; Rocio Villarreal
Subject: Re: FINAL REVISED by LEGAL(DG-06-23-17)-AIA - NASSRI-WARREN ARCHITECTS GROUP, INC.-PCT 4
Importance: High

Good morning, Ms. Goetz-

Please review the **FINAL generated** version **AIA B101 & A201 for Nassari-Warren Group Architects, Inc**. with revisions you provided yesterday. As discussed, I had issues generating the A201 on the new online AIA services, due, too many overwrites on this form. However, did have The AIA tech support generate the final and their may be some spaces that I am not able to control on my end due the newly online AIA service.

Please advise with your final review and approval as to form, as this document is on today's CC agenda.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us



From: "Debra Goetz" <dlg@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: "Steve Crain" <scrain@atlashall.com>, "Joseph Palacios" <joseph.palacios@co.hidalgo.tx.us>, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Dina Trevino"

<dina.trevino@co.hidalgo.tx.us>, "Martha Salazar"
<martha.salazar@co.hidalgo.tx.us>
Sent: Monday, June 26, 2017 11:20:37 AM
Subject: RE: FINAL REVISED by LEGAL(DG-06-23-17)-AIA - NASSRI-WARREN ARCHITECTS GROUP, INC.-PCT 4

Letty,

As discussed, new AIA documents, based on the versions you sent this morning, are attached. Please let me know if you have any questions or any formatting issues.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dlg@atlashall.com



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From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, June 26, 2017 8:38 AM
To: Debra Goetz
Cc: Steve Crain; Joseph Palacios; Maria Lucio; Steven Cruz; Darlene H. Betancourt; Dina Trevino; Martha Salazar
Subject: Re: FINAL REVISED by LEGAL(DG-06-23-17)-AIA - NASSRI-WARREN ARCHITECTS GROUP, INC.-PCT 4

Good morning, Ms. Goetz-
Here you go...per our conversation, your Final AIA review from last week.

Let me know if you need anything else.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us



From: "Debra Goetz" <dlg@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: "Steve Crain" <scrain@atlashall.com>, "Joseph Palacios" <joseph.palacios@co.hidalgo.tx.us>, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Sunday, June 25, 2017 5:14:57 PM
Subject: RE: FINAL REVISED by LEGAL(DG-06-22-17)-AIA - NASSRI-WARREN ARCHITECTS GROUP, INC.-PCT 4

Letty,

As you may know, because of an issue that arose with this project on Friday afternoon, we have been reviewing the proposed contract I went ahead and made the changes in the last Word version that I have (which are attached), but I recall from our conversations at the end of last week that you may have Word files that were revised more recently. If so, please send your Word files to me and I will revise them and get them back to you as early as possible on Monday.

Thank you,

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
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From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, June 23, 2017 8:23 AM
To: Debra Goetz
Cc: Steve Crain; Joseph Palacios; Maria Lucio; Steven Cruz; Darlene H. Betancourt; Dina Trevino; Martha Salazar
Subject: Re: FINAL REVISED by LEGAL(DG-06-22-17)-AIA - NASSRI-WARREN ARCHITECTS GROUP, INC.-PCT 4

Yay😀...
Thanks Ms. Goetz...

Lets try for Brewster Park now....

Have a great day....

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

😀...DON'T WORRY...BE HAPPY...😀

From: "Debra Goetz" <dlg@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: "Steve Crain" <scrain@atlashall.com>, "Joseph Palacios" <joseph.palacios@co.hidalgo.tx.us>, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, June 22, 2017 7:26:23 PM
Subject: RE: FINAL REVISED by LEGAL(DG-06-22-17)-AIA - NASSRI-WARREN ARCHITECTS GROUP, INC.-PCT 4

Letty,

The form of the agreement is approved.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dlg@atlashall.com



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From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, June 22, 2017 3:15 PM
To: Debra Goetz
Cc: Steve Crain; Joseph Palacios; Maria Lucio; Steven Cruz; Darlene H. Betancourt; Dina Trevino; Martha Salazar
Subject: Fwd: FINAL REVISED by LEGAL(DG-06-22-17)-AIA - NASSRI-WARREN ARCHITECTS GROUP, INC.-PCT 4
Importance: High

Ms. Goetz-
Attached, is Final generated AIA #**C-17-184-06-27** for: **Nassari-Warren Group Architects, Inc.** with revisions to chart as discussed.

Please advise with your final review and approval.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Debra Goetz" <dlg@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: "Steve Crain" <scrain@atlashall.com>, "Joseph Palacios" <joseph.palacios@co.hidalgo.tx.us>, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, June 22, 2017 1:12:16 PM
Subject: RE: FINAL REVISED/REVIEWED/APPROVED BY LEGAL(DG-06-16-17) - AIA B101 & A-201 - NASSRI-WARREN ARCHITECTS GROUP, INC.

The chart, at least in Word, looks right. Here's hoping the AIA processing doesn't give you issues. Before you convert it to final, please remove the green highlighting that is in 11.4 (in "Final showing markup"). While it should not change the final document, it may cause problems in the future if you use this as a form.

AI-60286 **Purchasing Department** **21. E. 2.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation by project engineer, South Texas Infrastructure Group, to award the base bid to the responsible vendor, RGV Asphalt, LLC, submitting the lowest and best bid [meeting all specifications] in the amount of $171,738.50 for the project titled: "Road Improvement to Sunflower Road" RFB-2017-128-05-24-HGO and subject to compliance with HB1295 and SAM .gov when/if applicable.

BACKGROUND

Eighteen (18) packets requested and distributed
Eleven (11) bids received, tabulated, and analyzed by project engineer

---

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-XXX-431-00-124-189-0-721

FUNDS AVAILABLE Y/N?: pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

*funding will be identified upon approval of contract.

Attachments

Recommendation by Engineer

Dept Approval

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/14/2017 02:57 PM
Budget & Management	Veronica Ortiz	06/14/2017 03:19 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Heidi Ortiz		Started On: 06/12/2017 01:31 PM
Final Approval Date: 06/23/2017		

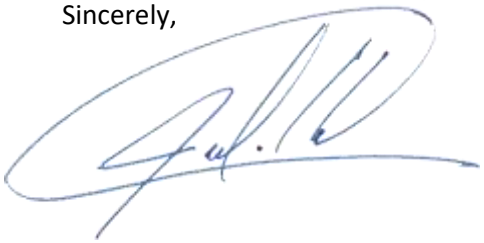
June 6, 2017

Joseph Palacios, Commissioner
Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg, TX 78542

Dear Mr. Palacios:

The lowest bidder for **"Road Improvements to Sunflower Rd Project"** Bid No. 2017-128-05-24-HGO is **RGV Asphalt, LLC.** Please see attached bid tabulation for the above mentioned project. Our recommendation based on the verified breakdown is to go with the lowest bidder with a Base Bid Price of **$171,738.50** (RGV Asphalt, LLC). Please advise on how to proceed.

Sincerely,



Julio Cerda, P.E.
President
South Texas Infrastructure Group, LLC

Sunflower Road Project BID NO: 2017-128-05-24-HGO June 6, 2017	
Company	**Base Bid Price**
Five Star Galaxy Construction, LLC	$194,834.07
IOC Company, LLC	$277,836.00
Artillery, LLC	$221,316.00
RG Enterprises, LLC dba G&G Contractors	$279,073.25
RGV Asphalt, LLC	**$171,738.50**
M.J.A. Construction, LLC	$191,781.43
GNH Company, LLC	$235,811.50
J.M. Construction	$227,364.00
Filegonia Site Contractors, LLC	$209,374.10
Gonzalez-De La Garza & Associates, LLC	$320,328.79
Rigney Construction, LLC	$273,946.93

Hidalgo County Purchasing Office

2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Commissioner Joseph Palacios
Hidalgo County Precinct No. 4

FROM: Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department

DATE: June 7, 2017

RE: **Request for Recommendations: Bid No. -2017-128-05-24-HGO**
Hidalgo County Precinct No. 4 - "Road Improvements to Sunflower Road"

We have received the recommendation from the engineer for the above-mentioned project (attached). Please advise if you wish to proceed with this bid to award or if you wish to reject and re-advertise.

I would like to present your recommendation on the Commissioners' Court Meeting of June 27, 2017; therefore, I need your response on or before June 12, 2017, @ 10:00 a.m. Please indicate your recommendation or any concerns in the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to **heidi.ortiz@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 7-1200-431-00-124-189-0-721

Recommendations/Concerns: RGV Asphalt, LLC

$ 171,738.50

Should you have any questions or require further information please do not hesitate to call me at 956-318-2626. Thank you in advance for your prompt attention to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Ramon Rodriguez	Road & Bridge	6/14/17

Enclosures

SOUTH TEXAS INFRASTRUCTURE GROUP

June 6, 2017

Joseph Palacios, Commissioner
Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg, TX 78542

Dear Mr. Palacios:

The lowest bidder for **"Road Improvements to Sunflower Rd Project"** Bid No. 2017-128-05-24-HGO is **RGV Asphalt, LLC.** Please see attached bid tabulation for the above mentioned project. Our recommendation based on the verified breakdown is to go with the lowest bidder with a Base Bid Price of **$171,738.50** (RGV Asphalt, LLC). Please advise on how to proceed.

Sincerely,

Julio Cerda, P.E.
President
South Texas Infrastructure Group, LLC

South Texas Infrastructure Group, LLC.
TBPE Reg. # F-15000

900 S. Stewart Rd. Suite 13 -- Mission, TX 78572
PH 956.424.3335 -- FX 956.583.7116

SOUTH TEXAS INFRASTRUCTURE GROUP

Sunflower Road Project BID NO: 2017-128-05-24-HGO June 6, 2017	
Company	**Base Bid Price**
Five Star Galaxy Construction, LLC	$194,834.07
IOC Company, LLC	$277,836.00
Artillery, LLC	$221,316.00
RG Enterprises, LLC dba G&G Contractors	$279,073.25
RGV Asphalt, LLC	**$171,738.50**
M.J.A. Construction, LLC	$191,781.43
GNH Company, LLC	$235,811.50
J.M. Construction	$227,364.00
Filegonia Site Contractors, LLC	$209,374.10
Gonzalez-De La Garza & Associates, LLC	$320,328.79
Rigney Construction, LLC	$273,946.93

South Texas Infrastructure Group, LLC.
TBPE Reg. # F-15000

900 S. Stewart Rd. Suite 13 -- Mission, TX 78572
PH 956.424.3335 -- FX 956.583.7116

AI-60315 **Purchasing Department** **21. F. 1.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Jessica Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

The Honorable Luis J. Garza, JP Pct 3 Place 1, is formally requesting to remove fixed assets from their inventory list with detailed description of said fixed assets attached as "Exhibit A" inventory.

BACKGROUND

As per physical inventory completed on 06/02/17.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact as the assets have no value.

Attachments

Affidavit - Exhibit A

Depreciation Form

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/15/2017 11:49 AM
Budget & Management	Veronica Ortiz	06/15/2017 12:18 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Jessica Salinas		Started On: 06/14/2017 03:52 PM
Final Approval Date: 06/23/2017		

AFFIDAVIT

State Of Texas |
|
County of Hidalgo |

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared Luis Garza, who after being duly sworn, deposes and says:

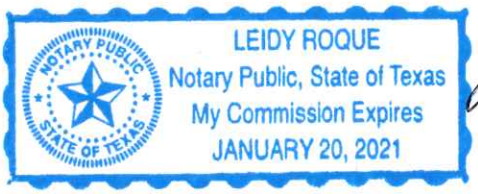
My name is Luis Garza and I am Justice of the Peace at the Hidalgo County JP 3 Place 1.

I am requesting that the Hidalgo County Commissioner's Court and/or the Hidalgo County Purchasing Department remove the items listed on Exhibit A, attached hereto, as inventory in this Department's possession. After exhausting all efforts to locate these items by the Purchasing Department, it has been determined that these items are no longer physically present in this Department or part of our inventory.

These items have been searched for by the Fixed Assets Division of the Purchasing Department with the assistance of Jessica Salinas and this department. Together, we have reviewed our current inventory.

The above is true and correct to the best of my knowledge.

Luis Garza



State of Texas |
|
County Of Hidalgo |

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas on this the 13th day of June, 2017.

NOTARY PUBLIC, State of Texas

HIDALGO COUNTY
JP PCT 3 - PLACE 1
2017 PHYSICAL INVENTORY

EXHIBIT A

TAG NO	QTY	DESCRIPTION		ACQ DATE	ACQ COST	SERIAL NO	PO NO
36475	1	DTK PC MODEL FEAT-03	ITEM NOT LOCATED	12/22/00	2,000.00	FCC F825K4FEAT03	-
46395	1	HP LASERJET 4250N PRINTER	ITEM NOT LOCATED	11/07/06	1,116.00	SCNGXL13915	574966
	2				$ 3,116.00		



HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By: JESSICA SALINAS
Requested By: DEBRA GONZALEZ
Date: 6/13/2017

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Current Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
36475	DTK PC MODEL FEAT-03	$2,000.00	12/22/2000	2000	2017	6	17	$200.00	$1,800.00	$300.00	$5,100.00	$0.00
46395	HP LASERJET 4250N PRINTER	$1,116.00	11/7/2006	2006	2017	6	11	$111.60	$1,004.40	$167.40	$1,841.40	$0.00
		$3,116.00						$311.60	$2,804.40		$6,941.40	$0.00

Historical Cost - Residual Value = $2,804.40

AI-60342 **Purchasing Department** **21. G. 1.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, etc.) as attached hereto for Hidalgo County Health & Human Services - "Primary Care Provider Network" - RFQ No. 2017-188-07-19-HGO, including the re-advertisement of project when/if applicable.

BACKGROUND

07-01-17 - First Advertisement
07-08-17 - Second Advertisement
07-19-17 - Opening

Fiscal Impact

Attachments

Legal Approval
Complete Packet

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/23/2017 01:33 PM
Budget & Management	Veronica Ortiz	06/23/2017 01:34 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Heidi Ortiz Started On: 06/19/2017 04:38 PM

Final Approval Date: 06/23/2017

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

RE: Primary Care Provider Services Network

From : Steve Crain <scrain@atlashall.com> Thu, Jun 22, 2017 04:24 PM
Subject : RE: Primary Care Provider Services Network
To : 'Heidi Garcia Ortiz' <heidi.ortiz@co.hidalgo.tx.us>

Looks OK.

From: Heidi Garcia Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Thursday, June 22, 2017 3:50 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Dairen Sarmiento <dairen.sarmiento@hchd.org>; Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Subject: Primary Care Provider Services Network

Good afternoon Mr. Crain:

Attached you will find the complete packet for the Primary Care Provider Services Network for your review and approval.

Thank you,

Heidi

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-900-4455 Cell Phone
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

July 3, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT (all funding sources, programs & entities)**
Request for Qualifications -**"Primary Care Provider Network - Hidalgo County Indigent Health Care Level 2 Pilot Program"**
RFQ Bid No: 2017-188-07-19-HGO

Dear Ladies/Gentlemen:

Enclosed, please find the Request for Qualifications (RFQ) packet. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, requirements and specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Qualifications process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4877.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/*hgo*
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR QUALIFICATIONS (RFQ)
HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT

"Primary Care Provider Network - Hidalgo County Indigent Health Care Level 2 Pilot Program"

RFQ No: 2017-188-07-19-HGO

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	5
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements, Insurance/Project Acknowledgement Forms	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	3
7.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	7
8.	Exhibit F, Certification Regarding Debarment	2
9.	Exhibit G, Title VI Appendices "A" through "E"	6
10.	Exhibit H, Proposers Affidavit	1
11.	Exhibit I, Provider Online Access Request Form	2
12.	Exhibit J, Provider Contact Information	2
13.	RFQ Submittal Checklist	1

The above mentioned items shall be found in this Request for Qualifications-RFQ packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

_____ _____

Martha L. Salazar, CPPB, Purchasing Agent Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT

(Including all funding sources, programs, and entities)

"Primary Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Pilot Program"

RFQ NO: 2017-188-07-19-HGO

Acceptance Due Date Beginning: **July 19, 2017**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Heidi Garcia Ortiz, Buyer III
(956) 318-2626 Ext. 4877
heidi.ortiz@co.hidalgo.tx.us

1. Sealed qualifications will be received for **"Hidalgo County Health & Human Services Department (Including all funding sources, programs, and entities) Primary Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Pilot Program"**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). A strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualification.

2. **One (1) original, three (3) copies** of all qualifications and **one (1) CD in PDF Format** are required with the respondent's name and address clearly typed/printed on the upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, **RFQ: 2017-188-07-19-HGO Hidalgo County Health & Human Services Department (Including all funding sources, programs, and entities) Primary Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Pilot Program"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **BEGINNING ON WEDNESDAY, JULY 19, 2017, AT 9:30 A.M. THE RFQ WILL HAVE OPEN ENROLLMENT FOR THE LIFE OF THE PROGRAM. AS ADDITIONAL QUALIFICATIONS ARE BEING RECEIVED, THEY WILL BE SENT TO THE HIDALGO COUNTY HEALTH & HUMAN SERVICES FOR EVALUATION AND SCORING. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities or to accept the proposal considered the best and most advantageous to Hidalgo County.**

   NO FACSIMILES OR EMAILS WILL BE ACCEPTED. QUALIFICATIONS RECEIVED AFTER JULY 19, 2017 WILL BE SENT TO HIDALOGO COUNTY HEALTH & HUMAN SERVICES TO BE EVALUATED AND SCORED.

   Additionally, all forms listed below must be properly executed and included with your RFQ:

   1. **Legal Notice (See page10);**
   2. **Insurance pages with Acknowledgment Forms (See Exhibit "C");**
   3. **Form CIQ-Conflict of Interest Questionnaire (See Exhibit "D");**
   4. **Vendor Bidder Application & W-9 forms (See Exhibit "E");**
   5. **Certification Regarding Debarment (See Exhibit "F");**
   6. **Proposer's Affidavit (See Exhibit "H");**
   7. **Provider Online Access Request Form (See Exhibit "I"**
   8. **Provider Contact Information (See Exhibit "J")**
   9. **RFQ Submittal Checklist (See page following Proposer's Affidavit); and**
   10. **SAMS.gov Registration Acknowledgement (See Number 17 below).**

3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate the County to accept the qualification.

4. County reserves the right to accept or reject any or all qualifications.

5. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda

as a part of their qualification.

6. The County is exempt from Federal Excise Tax, State Tax, and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

7. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

8. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

9. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official (Claims must be submitted on a CMS-1500 Form)
  c) Notation- **"Hidalgo County Health & Human Services Department (Including all funding sources, programs, and entities) RFQ: 2017-188-07-19-HGO-"Primary Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Pilot Program"**
  d) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Contact person for billing and payment questions:

HIDALGO COUNTY HUMAN SERVICES DIVISION
1304 S. 25th Ave.
Edinburg, Texas 78542
956-318-2011

10. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**July 19, 2017**
Award of Contract:	2017
Commence Work or Deliver Products:	2017

11. HIDALGO COUNTY HOLIDAYS:

2017 YEAR	
New Year's Day	01/02/17
Martin Luther King Day	01/16/17
President's Day	02/20/17
Good Friday	04/14/17
Memorial Day	05/29/17
Independence Day	07/04/17
Labor Day	09/04/17
Columbus Day	10/09/17
Veteran's Day	11/10/17
Thanksgiving Day	11/23/17-11/24/17
Christmas Day	12/25/17-12/26/17
New Year's Eve	01/01/18

~~12. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed by a surety company authorized to do business in Texas.~~ All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. **Register at SAMs System for Award Management @ www.sam.gov.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to the commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars ($25,000.00), as~~

~~required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

13. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. The bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

14. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT

HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioner's court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

15. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

16. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFQ packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide RFQ No. 2017-188-HGO, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to heidi.ortiz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted.

Therefore, failure to timely submit Form 1295 signed and notarized may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS **FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT** TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

17. If during the life of any contract or qualification awarded, the successful respondents' net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

18. Qualifications and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

19. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

20. Successful Respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County civil service system.

21. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

22. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate the contract immediately in the event of breach or default by successful respondent, or in the event, a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise, perform in accordance with the requirements.

23. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful Respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by the successful respondent.

24. Successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' nonconformity.

25. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas and will be performable exclusively in Hidalgo County, Texas.

26. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

27. Respondents must provide all documentation requested with this Qualification in their response (except for CIQ Form, if NOT APPLICABLE). Failure to provide this information may result in rejection of the qualification as non-conforming.

Request for Qualifications
For
HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
(Including all funding sources, programs, and entities)
"Primary Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Pilot Program"
RFQ NO: 2017-188-07-19-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned Respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any/or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Primary Care Provider: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

Requirements

HIDALGO COUNTY
HEALTH & HUMAN SERVICES DEPARTMENT
REQUEST FOR QUALIFICATIONS

"Primary Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Pilot Program"

RFQ# 2017-188-07-19-HGO

The County of Hidalgo is seeking to develop a network of Primary Care Physicians for eligible residents enrolled in the County Indigent Health Care Level 2 Pilot Program. The RFQ will have an open enrollment for the life of the pilot program as amended by Commissioners Court.

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Primary Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Pilot Program"** as specified herein. Statements of Qualifications will be accepted beginning at **9:30 A.M., on WEDNESDAY, JULY 19, 2017. The County Indigent Health Care Level 2 Pilot Program will have an open enrollment for the life of the program. All Statement of Qualifications submitted after July 19, 2017 will be sent to the Health & Human Services Department upon submission for evaluation, grading and approval.**

Deliver Submittal to:
RFQ Number: 2017-188-07-19-HGO
Hidalgo County Purchasing Department
2812 S. Bus. Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The Submittal Number, RFQ 2017-188-07-19-HGO "Primary Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Pilot Program", and opening date, Wednesday, July 19, 2017.

The following outlines the Request for Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

ADDITIONAL INFORMATION:
WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE at (956) 292-7612 or by email to heidi.ortiz@co.hidalgo.tx.us NO LATER THAN WEDNESDAY, July 12, 2017 at 5:00 P.M. Responses will be sent to all participants via facsimile or email by 5:00 P.M., on FRIDAY, July 14, 2017. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**. Hidalgo County is requesting that Statements of Qualifications be routed to Martha L. Salazar, Purchasing Agent, at 2812 S. Bus. Hwy 281 Edinburg, Texas 78539.

PROPOSER'S AFFIDAVIT: Prior to Contract Award, Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit H**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF STATEMENTS OF QUALIFICATIONS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in the case of submitter defaults, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

HAND DELIVERED STATEMENTS OF QUALIFICATIONS: Hidalgo County requires submitters, when hand delivering qualifications, to make sure that it is stamped with date and time by the County purchasing staff.

SIGNING OF QUALIFICATIONS: All submittals **MUST** be signed in order to be considered. **Please sign the original in BLUE INK.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County. The submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

SECTION II RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and three (3) copies** of the RFQ and **one (1) CD in PDF Format** shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the provider's understanding of the services required, and any local issues or concerns. This description should be concise, candid, and limited to three (3) pages in length.

PROVIDER QUALIFICATIONS: The County of Hidalgo is seeking to develop a network of

qualified and competent primary care physicians for eligible residents enrolled in the Hidalgo County Indigent Health Care Level 2 Pilot Program. Providers must be licensed in the State of Texas and must meet the following requirements:

- Primary Care Provider must be an active provider with Texas Medicaid
- Providers must be in good standing with the State of Texas and Texas Medicaid
- Primary Care Physician must practice in Hidalgo County
- Providers must enroll for online access with Hidalgo County for verification of eligibility and claim status
- All claims must be submitted on form CMS-1500
- Payment standards for primary care provider services will be paid based on the Fee Schedule of Texas Medicaid Physicians. Fee schedule can be verified at www.tmhp.com
- Outsourced laboratory and x-ray services require pre-authorization and the vendor must be notified to enroll with Hidalgo County as a Laboratory and X-Ray service provider prior to the service date
- SERVICES ARE SUBJECT TO PROGRAM FUNDING

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any certification/degree and insurance as required by HIDALGO COUNTY. *All applicable blank forms contained in this RFQ packet must be filled and submitted with the response, except the CIQ form (Exhibit D) that has to be submitted as instructed.*

Additionally, this section should include, but not be restricted to the following information:

A. Physician/practice name, address, phone number, and person to contact regarding the Statement of Qualification;

B. Qualifications and years of experience of the provider;

C. Ability to commence services;

PROGRAM RULES:
The Hidalgo County Health & Human Services staff will follow Chapter 61 of the Health and Safety Code with the exceptions listed below:

- Federal Poverty Guideline (FPG) will be limited to those that are under 50% and there is no other payor source.
- Basic Services excluded hospital inpatient/outpatient with the exception of lab and x-rays ordered at a hospital due to the relationship with the hospital groups.
- Optional Services include diabetic medical supplies and equipment only.
- Maximum benefit per fiscal year $3,000 per covered member.

FUNDING:
- CIHCP Level 2 Pilot Program funding will be from the general fund.
- Fiscal year funding is $1,000,000.00

PROGRAM ADMINISTRATION:
- Program will be administered by the Hidalgo County Human Services office
- Claims will be reviewed and audited for payment by the County Auditor
- Claims will be paid by the County Treasurer

DISCLAIMER:

- Program subject to available funding
- Client eligibility is not a guarantee of payment

PARTICIPANTS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be paid based on the Fee Schedule of Texas Medicaid Physicians.

SECTION III SELECTION AND SCHEDULES

EVALUATION SYSTEM: The evaluation consists of a 100-point scoring system.

Categories under the 100-point scoring system include the following listed criteria:

1) Qualifications of Provider (25 points).
2) The experience of Provider/Ability to Commit Resources (25 points).
3) Understanding of Services required (25 points).
4) Familiarity with Applicable Rules and Regulations (25)

Total = 100 points.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFQ.

SELECTION PROCEDURES: The RFQ shall be submitted according to the schedule below.

RFQ Submission: One (1) original and Three (3) copies of RFQs and **One (1) CD's in PDF Format** should be submitted to:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281
New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

Acceptance of RFQs will begin at **9:30 a.m. on Wednesday, July 19, 2017**. Requests for Qualifications submitted after July 19, 2017 will be evaluated upon receipt by County.

All costs and expenses associated with the preparation and submission of RFQ's shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

RFQ/SOQ Scoring and Ranking:

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County Request for Qualifications.

B. After the SOQs have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of creating a Primary Care Provider Network.

THE COUNTY OF HIDALGO RESERVES THE RIGHT TO REJECT ANY/OR ALL RFQ'S

EXHIBIT B

SELECTION CRITERIA
HIDALGO COUNTY
HEALTH & HUMAN SERVICES DEPARTMENT
REQUEST FOR QUALIFICATIONS

"Primary Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Pilot Program"

RFQ# 2017-188-07-19-HGO

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **Qualifications of Provider** **(25)**
2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	
2	The experience of Provider/Ability to Commit Resources	
3	Understanding of Services being requested	
4	Familiarity with Applicable Rules and Regulations	
	TOTAL	

COMMENTS:

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER	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
INSURED	INSURER A:
	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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ WC STATUTORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of Insurance for the required Insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Exhibit "D"

CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____
Signature of vendor doing business with the governmental entity

_____
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT "E"

Vendor Application
&
W9

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor[4]
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

[4] Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit "F"

Certificate Regarding Debarment

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application 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 government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Exhibit "H"

Proposer's Affidavit

EXHIBIT "H"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "PROFESSIONAL SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Qualifications and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

Exhibit "I"

Provider Online Access Request Form

PROVIDER ONLINE ACCESS REQUEST FORM

Providers can access the County Indigent Health Care Pilot Program and must check for patient eligibility and claim status through our website. In order to use the online service you must fill out this form and sign and fax it to 956-318-2019.

Once we receive this form, we will set up a user name and temporary password. We only provide one user account per provider. Should you have any questions please call 956-318-2011. Thank you.

REGISTRATION:

Provider Name:_____ Fed ID#_____

Person requesting access:_____ Title:_____

Address:_____

Telephone #:_____ Fax #:_____

ACKNOWLEDGEMENT

The undersigned organization by executing this acknowledgment certifies and agrees that in applying and utilizing the Online Services, the undersigned organization will utilize this online service only for its intended purpose and only for verification of patients the undersigned is providing medical services and for no other purpose. Any other use of this online service may terminate the use of this service by the undersigned organization and may submit the undersigned organization to civil and/or criminal penalties.

_____ _____

Signed Name of authorized person Date

Exhibit "J"

Provider Contact Information

PROVIDER CONTACT INFORMATION

Facility Name: _____

Facility Address: _____

Facility Telephone # _____ Facility Fax # _____

Facility Tax ID # _____ Service Type: Primary Care Provider or LAB

Group TPI # _____ Group NPI # _____

Facility Contact _____ Email Address _____

List all physicians practicing under the above tax ID#, their credentials, TPI # and NPI #

	Title	Name	TPI	NPI
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Billing Address _____

Billing Telephone # _____ Billing Fax # _____

Billing Contact _____ Email Address _____

Other Clinic Locations under the same Tax ID #

Clinic Address _____

Clinic Phone # _____ Clinic Fax # _____

Clinic Address _____

Clinic Phone # _____ Clinic Fax # _____

Clinic Address _____

Clinic Phone # _____ Clinic Fax # _____

Clinic Address _____

Clinic Phone # _____ Clinic Fax # _____

If additional lines are needed please use another sheet.

A provider must be a Texas Medicaid provider.

Revised 6-2017

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
"Primary Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Pilot Program"

RFQ No.: 2017-188-07-19-HGO

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" - Insurance & Project Acknowledgement forms (pages 3 & 4)

_____ Exhibit "D" - CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)

_____ Exhibit "E" - Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" - Certification Regarding Debarment

_____ Exhibit "H" - Proposer's Affidavit

_____ Exhibit "I" – Provider Online Access Request Form

_____ Exhibit "J" – Provider Contact Information

_____ SAMS.gov Registration - Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) and 1 CD in PDF format (see number 2 of Legal Notice).

AI-60343 **Purchasing Department** **21. G. 2.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice etc.) as attached hereto for Hidalgo County Health & Human Services - "Laboratory & X-ray Services Provider Network" RFQ No. 2017-189-07-19-HGO, including the re-advertisement of project when/if applicable.

BACKGROUND

07-01-17 - First Advertisement
07-08-17 - Second Advertisement
07-19-17 - Opening

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

To be supplied by Health & Human Services & Budget.

Attachments

Complete Packet
Legal Approval

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/23/2017 01:38 PM
Budget & Management	Veronica Ortiz	06/23/2017 01:51 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Heidi Ortiz		Started On: 06/19/2017 04:40 PM
Final Approval Date: 06/23/2017		

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

July 3, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT** (**all funding sources, programs & entities**)
Request for Qualifications -**"Laboratory and X-Ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program"**
RFQ Bid No: 2017-189-07-19-HGO

Dear Ladies/Gentlemen:

Enclosed, please find the Request for Qualifications (RFQ) packet. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, requirements and specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Qualifications process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4877.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/*hgo*
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR QUALIFICATIONS (RFQ)
HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT

"Laboratory and X-Ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program"

RFQ No: 2017-189-07-19-HGO

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	5
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements, Insurance/Project Acknowledgement Forms	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	3
7.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	7
8.	Exhibit F, Certification Regarding Debarment	2
9.	Exhibit G, Title VI Appendices "A" through "E"	6
10.	Exhibit H, Proposers Affidavit	1
11.	Exhibit I, Provider Online Access Request Form	2
12.	Exhibit J, Provider Contact Information	2
13.	RFQ Submittal Checklist	1

The above mentioned items shall be found in this Request for Qualifications-RFQ packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent _____ Date _____

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT

(Including all funding sources, programs, and entities)

"Laboratory and X-Ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program"

RFQ NO: 2017-189-07-19-HGO

Acceptance Due Date Beginning: **July 19, 2017**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Heidi Garcia Ortiz, Buyer III
(956) 318-2626 Ext. 4877
heidi.ortiz@co.hidalgo.tx.us

1. Sealed qualifications will be received for **"Hidalgo County Health & Human Services Department (Including all funding sources, programs, and entities) Laboratory and X-Ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program"**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). A strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all qualifications and **one (1) CD in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, **RFQ: 2017-189-07-19-HGO Hidalgo County Health & Health Services Department (Including all funding sources, programs, and entities) "Laboratory and X-Ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **BEGINNING AT 9:30 A.M., WEDNESDAY, JULY 19, 2017. THE RFQ WILL HAVE OPEN ENROLLMENT FOR THE LIFE OF THE PROGRAM. AS ADDITIONAL QUALIFICATIONS ARE BEING RECEIVED, THEY WILL BE SENT TO THE HIDALGO COUNTY HEALTH & HUMAN SERVICES FOR EVALUATION AND SCORING. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.**

   NO FACSIMILES OR EMAILS WILL BE ACCEPTED. QUALIFICATION RECEIVED AFTER JULY 19, 2017 WILL BE SENT TO HIDALGO COUNTY HEALTH & HUMAN SERVICES TO BE EVALUATED AND SCORED. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities or to accept the proposal considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your RFQ:

   1. **Legal Notice (See page10);**
   2. **Insurance pages with Acknowledgment Forms (See Exhibit "C");**
   3. **Form CIQ-Conflict of Interest Questionnaire (See Exhibit "D");**
   4. **Vendor Bidder Application & W-9 forms (See Exhibit "E");**
   5. **Certification Regarding Debarment (See Exhibit "F");**
   6. **Proposer's Affidavit (See Exhibit "H");**
   7. **Provider Online Access Request Form (See Exhibit "I")**
   8. **Provider Contact Information (See Exhibit "J")**
   9. **RFQ Submittal Checklist (See page following Proposer's Affidavit); and**
   10. **SAMS.gov Registration Acknowledgement (See Number 17 below).**

3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate the County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. County reserves the right to accept or reject any or all qualifications.

5. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

6. The County is exempt from Federal Excise Tax, State Tax, and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

7. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

8. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

9. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official **(Claims must be submitted on a CMS-1500 Form)**
  c) Notation- **"Hidalgo County Health & Human Services Department (Including all funding sources, programs, and entities) RFQ: 2017-189-07-19-HGO-"Laboratory and X-Ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program"**
  d) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Contact person for billing and payment questions:

HIDALGO COUNTY HUMAN SERVICES DIVISION
1304 S. 25th Ave.
Edinburg, Texas 78542

10. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**July 19, 2017**
Award of Contract:	2017
Commence Work or Deliver Products:	2017

11. HIDALGO COUNTY HOLIDAYS:

2017 YEAR	
New Year's Day	01/02/17
Martin Luther King Day	01/16/17
President's Day	02/20/17
Good Friday	04/14/17
Memorial Day	05/29/17
Independence Day	07/04/17
Labor Day	09/04/17
Columbus Day	10/09/17
Veteran's Day	11/10/17
Thanksgiving Day	11/23/17-11/24/17
Christmas Day	12/25/17-12/26/17
New Year's Eve	01/01/18

~~12. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed by a surety company authorized to do business in Texas.~~ All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. **Register at SAMs System for Award Management @ www.sam.gov.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to the commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor~~

~~*shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

13. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. The bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

14. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioner's court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

15. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

16. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFQ packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide RFQ No. 2017-189-HGO, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to

heidi.ortiz@co.hidalgo.tx.us. **Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:**

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS **FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT** TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

17. If during the life of any contract or qualification awarded, the successful respondents' net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

18. Qualifications and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

19. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

20. Successful Respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County civil service system.

21. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate the contract immediately in the event of breach or default by successful respondent, or in the event, a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise, perform in accordance with the requirements.

22. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on

account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful Respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by the successful respondent.

23. Successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' nonconformity.

24. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas and will be performable exclusively in Hidalgo County, Texas.

25. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

26. Respondents must provide all documentation requested with this Qualification in their response (except for CIQ Form, if NOT APPLICABLE). Failure to provide this information may result in rejection of the qualification as non-conforming.

Request for Qualifications
For
HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
(Including all funding sources, programs, and entities)
"Laboratory and X-Ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program"
RFQ NO: 2017-189-07-19-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned Respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any/or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Primary Care Provider Name: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

Requirements

HIDALGO COUNTY
HEALTH & HUMAN SERVICES DEPARTMENT
REQUEST FOR QUALIFICATIONS

"Laboratory and X-Ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program"

RFQ# 2017-189-07-19-HGO

The County of Hidalgo is seeking to develop a network of laboratory and X-ray services for eligible residents enrolled in the County Indigent Health Care Level 2 Pilot Program. Services must be ordered by a primary care provider (enrolled with Hidalgo County) for the care of an eligible resident. The RFQ will have an open enrollment for the life of the pilot program as amended by Commissioners Court.

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Laboratory and X-ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program"** as specified herein. Statements of Qualifications will be accepted beginning at **9:30 A.M., on WEDNESDAY, JULY 19, 2017.** **The Level 2 Pilot Program will have open enrollment for the life of the program.** Statements of Qualification submitted after July 19, 2017 will be sent to the Health & Human Services Department upon submission for evaluation, grading, and approval.

Deliver Submittal to:
RFQ Number: 2017-189-07-19-HGO
Hidalgo County Purchasing Department
2812 S. Bus. Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The Submittal Number, RFQ 2017-189-07-19-HGO "Laboratory and X-Ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program", and Opening Date, Wednesday, July 19, 2017.

The following outlines the Request for Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

ADDITIONAL INFORMATION:
WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE at (956) 292-7612 or by email to heidi.ortiz@co.hidalgo.tx.us **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**. Hidalgo County is requesting that Statements of Qualifications be routed to Martha L. Salazar, Purchasing Agent, at 2812 S. Bus. Hwy 281 Edinburg, Texas 78539.

PROPOSER'S AFFIDAVIT: Prior to Contract Award, Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit H**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF STATEMENTS OF QUALIFICATIONS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in the case of submitter defaults, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

HAND DELIVERED STATEMENTS OF QUALIFICATIONS: Hidalgo County requires submitters, when hand delivering qualifications, to make sure that it is stamped with date and time by the County purchasing staff.

SIGNING OF QUALIFICATIONS: All submittals **MUST** be signed in order to be considered. **Please sign the original in BLUE INK.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County. The submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

SECTION II RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and three (3) copies** of the RFQ and **one (1) CD in PDF Format** shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the provider's understanding of the services required, and any local issues or concerns. This description should be concise, candid, and limited to three (3) pages in length.

PROVIDER QUALIFICATIONS: The County of Hidalgo is seeking to develop a network of qualified and competent laboratory and x-ray service providers for eligible residents enrolled in

the Hidalgo County Indigent Health Care Level 2 Pilot Program. Providers must be registered and licensed in the State of Texas and must meet the following requirements:

- Providers for laboratory services and x-ray services must be an active provider with Texas Medicaid
- Providers must be in good standing with the State of Texas and Texas Medicaid
- Providers must enroll for online access with Hidalgo County for verification of eligibility and claim status
- All claims must be submitted on form CMS-1500
- Payment standards for laboratory and x-ray services will be paid based on the Fee Schedule of Texas Medicaid Physicians. Fee schedule can be verified at www.tmhp.com
- SERVICES ARE SUBJECT TO PROGRAM FUNDING

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any certification and insurance as required by HIDALGO COUNTY. *All applicable blank forms contained in this RFQ packet must be filled and submitted with the response, except the CIQ form (Exhibit D) that has to be submitted as instructed.*

Additionally, this section should include, but not be restricted to the following information:

A. Laboratory name, address, phone number, and person to contact regarding the Statement of Qualification;

B. Qualifications and years of experience of the provider;

C. Ability to commence services;

PROGRAM RULES:
The Hidalgo County Health & Human Services staff will follow Chapter 61 of the Health and Safety Code with the exceptions listed below:

- Federal Poverty Guideline (FPG) will be limited to those that are under 50% and there is no other payor source.
- Basic Services excluded hospital inpatient/outpatient with the exception of lab and x-rays ordered at a hospital due to the relationship with the hospital groups.
- Optional Services include diabetic medical supplies and equipment only.
- Maximum benefit per fiscal year $3,000 per covered member.

FUNDING:
- CIHCP Level 2 Pilot Program funding will be from the general fund.
- Fiscal year funding is $1,000,000.00

PROGRAM ADMINISTRATION:
- Program will be administered by the Hidalgo County Human Services office
- Claims will be reviewed and audited for payment by the County Auditor
- Claims will be paid by the County Treasurer

DISCLAIMER:
- Program subject to available funding
- Client eligibility is not a guarantee of payment

PARTICIPANTS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be paid based on the Fee Schedule of Texas Medicaid Physicians.

SECTION III SELECTION AND SCHEDULES

EVALUATION SYSTEM: The evaluation consists of a 100-point scoring system.

Categories under the 100-point scoring system include the following listed criteria:

1) Qualifications of Provider (25 points).
2) The experience of Provider/Ability to Commit Resources (25 points).
3) Understanding of Services required (25 points).
4) Familiarity with Applicable Rules and Regulations (25)

Total = 100 points.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFQ.

SELECTION PROCEDURES: The RFQ shall be submitted according to the schedule below.

RFQ Submission: One (1) original and Three (3) copies of RFQs and **One (1) CD in PDF Format** should be submitted to:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281
New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

Acceptance of RFQs will begin at 9:30 **a.m. on Wednesday, July 19, 2017**. Level 2 Pilot Program will have open enrollment for the life of the program. Additional Statements of Qualification will be evaluated upon receipt by County.

All costs and expenses associated with the preparation and submission of RFQ's shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

RFQ/SOQ Scoring and Ranking:

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County Request for Qualifications.

B. After the SOQs have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of creating a Laboratory and X-ray Provider Network.

THE COUNTY OF HIDALGO RESERVES THE RIGHT TO REJECT ANY/OR ALL RFQ'S

EXHIBIT B

SELECTION CRITERIA
HIDALGO COUNTY
HEALTH & HUMAN SERVICES DEPARTMENT
REQUEST FOR QUALIFICATIONS

"Laboratory and X-Ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program"

RFQ# 2017-189-07-19-HGO

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **Qualifications of Provider** **(25)**
2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	
2	The experience of Provider/Ability to Commit Resources	
3	Understanding of Services being requested	
4	Familiarity with Applicable Rules and Regulations	
	TOTAL	

COMMENTS:

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT

(Including all funding sources, programs, and entities)

"Laboratory and X-Ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program"

RFQ NO: 2017-189-07-19-HGO

Acceptance Due Date Beginning: **July 19, 2017**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Heidi Garcia Ortiz, Buyer III
(956) 318-2626 Ext. 4877
heidi.ortiz@co.hidalgo.tx.us

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of Insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER	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
INSURED	INSURER A:
	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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Exhibit "D"

CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT "E"

Vendor Application
&
W9

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit "F"

Certificate Regarding Debarment

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application 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 government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Exhibit "H"

Proposer's Affidavit

EXHIBIT "H"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING FOR "PROFESSIONAL SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Qualifications and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

Exhibit "I"

Provider Online Access Request Form

PROVIDER ONLINE ACCESS REQUEST FORM

Providers can access the County Indigent Health Care Pilot Program and must check for patient eligibility and claim status through our website. In order to use the online service you must fill out this form and sign and fax it to 956-318-2019.

Once we receive this form, we will set up a user name and temporary password. We only provide one user account per provider. Should you have any questions please call 956-318-2011. Thank you.

REGISTRATION:

Provider Name:_____ Fed ID#_____

Person requesting access:_____ Title:_____

Address:_____

Telephone #:_____ Fax #:_____

ACKNOWLEDGEMENT

The undersigned organization by executing this acknowledgment certifies and agrees that in applying and utilizing the Online Services, the undersigned organization will utilize this online service only for its intended purpose and only for verification of patients the undersigned is providing medical services and for no other purpose. Any other use of this online service may terminate the use of this service by the undersigned organization and may submit the undersigned organization to civil and/or criminal penalties.

_____ _____

Signed Name of authorized person Date

Exhibit "J"

Provider Contact Information

PROVIDER CONTACT INFORMATION

Facility Name: _____

Facility Address: _____

Facility Telephone # _____ Facility Fax # _____

Facility Tax ID # _____ Service Type: Primary Care Provider or LAB

Group TPI # _____ Group NPI # _____

Facility Contact _____ Email Address _____

List all physicians practicing under the above tax ID#, their credentials, TPI # and NPI #

	Title	Name	TPI	NPI
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Billing Address _____

Billing Telephone # _____ Billing Fax # _____

Billing Contact _____ Email Address _____

Other Clinic Locations under the same Tax ID #

Clinic Address _____

Clinic Phone # _____ Clinic Fax # _____

Clinic Address _____

Clinic Phone # _____ Clinic Fax # _____

Clinic Address _____

Clinic Phone # _____ Clinic Fax # _____

Clinic Address _____

Clinic Phone # _____ Clinic Fax # _____

If additional lines are needed please use another sheet.

A provider must be a Texas Medicaid provider.

Revised 6-2017

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
"Laboratory and X-Ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program"

RFQ No.: 2017-189-07-19-HGO

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" - Insurance & Project Acknowledgement forms (pages 3 & 4)

_____ Exhibit "D" - CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)

_____ Exhibit "E" - Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" - Certification Regarding Debarment

_____ Exhibit "H" - Proposer's Affidavit

_____ Exhibit "I" – Provider Online Access Request Form

_____ Exhibit "J" – Provider Contact Information

_____ SAMS.gov Registration - Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) and One (1) CD in PDF format (see number 2 of Legal Notice).

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

RE: Laboratory & X-ray

From : Steve Crain <scrain@atlashall.com> Thu, Jun 22, 2017 04:23 PM
Subject : RE: Laboratory & X-ray
To : 'Heidi Garcia Ortiz' <heidi.ortiz@co.hidalgo.tx.us>

Looks OK.

From: Heidi Garcia Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Thursday, June 22, 2017 3:41 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Dairen Sarmiento <dairen.sarmiento@hchd.org>; Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Subject: Laboratory & X-ray

Good afternoon Mr. Crain:

Attached you will find the complete packet for the Laboratory & X-ray Provider Network for review and approval.

Thank you,

Heidi

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-900-4455 Cell Phone
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

AI-60016 **Purchasing Department** **21. G. 3.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Hector Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under Local Government Code (262.024 (Section A)(2)) " An item necessary to preserve or protect the public health or safety of the residents of the county";

B. Requesting authority to enter into a Regional Insertion Order Agreement with approval to execute same with National CineMedia, LLC for the Hidalgo County Health & Human Services Department for: On Screen Regional segment advertisement "Theater Advertisement" from 6/30/2017 - 9/21/2017 through requisition# 343140 in the total amount of $15,994.00 for the purpose of providing Public Health Awareness Outreach Services as necessary to protect the health and safety of the residents of Hidalgo County..

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-10-340-012-6-540

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available through requisition#343140

Attachments

Req# 343140
Req#343140 Quote
Req#343140 Legal Approval-Agreement
Req#343140 Vendor Email Consent
Req#343140 1295
National CineMedia Acknowledged 1295
Req#343140 Duns# National CineMedia

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/19/2017 01:55 PM
Budget & Management	Veronica Ortiz	06/19/2017 03:33 PM

Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Hector Garcia		Started On: 05/25/2017 02:43 PM
Final Approval Date: 06/23/2017		

Requisition

Req # 00343140

PO #

Date: 05/23/17

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: **JOSIE ESCALANT**
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		START DATE: 6/2/17 - 8/24/17 TOPIC: HIDALGO HEALTH DEPARTMENT - TEEN HPV 12 WEEKS DO NOT DUPLICATE ORDER		
12.00	EACH	CREATIVE #: 417935 THEATER CODE:CNK114 THEATER NAME: MAIN PLACE LOCATION: MCALLEN, TEXAS # SCREENS: 6 NET RATE:$12.00 TOTAL PER WEEK $72.00	72.00	864.00
12.00	EACH	CREATIVE #417935 : THEATER CODE: CNK212 THEATER NAME:MOVIES 10 LOCATION: WESLACO, TEXAS # SCREENS:10 NET RATE: $14.00 TOTAL PER WEEK $140.00	140.00	1,680.00
12.00	EACH	CREATIVE #417935 : THEATER CODE: CNK093 THEATER NAME: MOVIES 17 LOCATION: MCALLEN, TEXAS # SCREENS:17 NET RATE: $16.00 TOTAL PER WEEK $272.00	272.00	3,264.00
12.00	EACH	ON SCREEN ADVERTISEMENT CREATIVE #417935 : THEATER CODE: CNK1074 THEATER NAME: PHARR TOWN CENTER LOCATION: PHARR, TEXAS # SCREENS:16 NET RATE: $20.00 TOTAL PER WEEK $320.00	320.00	3,840.00
12.00	EACH	ON SCREEN ADVERTISEMENT, CREATIVE #417935 : THEATER CODE: CNK261 THEATER NAME: TINSELTOWN LOCATION: MISSION, TEXAS # SCREENS:17 NET RATE: $20.00 TOTAL PER WEEK $340.00	340.00	4,080.00
12.00	EACH	ON SCREEN ADVERTISEMENT CREATIVE #417935 : THEATER CODE: CNK1080 THEATER NAME:TRENTON CROSSING LOCATION: EDINBURG, TEXAS # SCREENS:6 NET RATE: $18.00 TOTAL PER WEEK $108.00	108.00	1,296.00
12.00	EACH	LOBBY ENTERTAINMENT NETWORK CREATIVE #41735 THEATER CODE: CNK114 THEATER NAME: MAIN PLACE LOCATION: MCALLEN, TEXAS # SCREENS 6 NET RATE $10.00 PER WEEK X 12 WEEKS NET MEDIA $120.00	10.00	120.00
12.00	EACH	LOBBY ENTERTAINMENT NETWORK CREATIVE #41735 THEATER CODE: CNK212 THEATER NAME: MOVIES 10 LOCATION: WESLACO, TEXAS # SCREENS 10 NET RATE $10.00 PER WEEK X 12 WEEKS NET MEDIA $120.00	10.00	120.00
12.00	EACH	LOBBY ENTERTAINMENT NETWORK CREATIVE #41735 THEATER CODE: CNK093 THEATER NAME: MOVIES 17 LOCATION: MCALLEN, TEXAS # SCREENS 17 NET RATE $10.00 PER WEEK X 12 WEEKS NET MEDIA $120.00	10.00	120.00
12.00	EACH	LOBBY ENTERTAINMENT NETWORK CREATIVE #41735 THEATER CODE: CNK1074 THEATER NAME: PHARR TOWN CENTER LOCATION: PHARR, TEXAS # SCREENS 16 NET RATE $10.00 PER WEEK X 12 WEEKS NET MEDIA $120.00	10.00	120.00
12.00	EACH	LOBBY ENTERTAINMENT NETWORK CREATIVE #41735 THEATER CODE: CNK261 THEATER NAME: TINSELTOWN MISSION LOCATION: MISSION, TEXAS # SCREENS 17 NET RATE $10.00 PER WEEK X 12 WEEKS NET MEDIA $120.00	10.00	120.00

Authorized By: _____

Requisition

Req # 00343140

PO #

Date: 05/23/17

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
12.00	EACH	LOBBY ENTERTAINMENT NETWORK CREATIVE #41735 THEATER CODE: CNK1080 THEATER NAME: TENTON CROSSING LOCATION: EDINUBRG, TEXAS # SCREENS 6 NET RATE $10.00 PER WEEK X 12 WEEKS NET MEDIA $120.00	10.00	120.00
1.00	EACH	MEDIA SERVICE	250.00	250.00
		Account No	Encumbrance	
		7-1293-441-10-340-012-6-540	15,994.00	
			Freight	.00
			Total	15,994.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

In-Theater Advertising Proposal
Prepared for Hidalgo County Health Department
Created for Patricia Garcia

2017 Summer



June 05, 2017
Created by Connie Franco
Email: Connie.Franco@ncm.com
Phone: +1 (956) 318-0810
Fax: (956) 380-0885

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows

Advertiser Information	**Billing Information**	**Account Director Information**
Hidalgo County Health Department 1304 S 25th Ave Edinburg, TX 78542-7205 Phone: 956-383-6221 Fax: Patricia Garcia patricia.garcia@hchd.org	Hidalgo County Health Department 1304 S 25th Ave Edinburg, TX 78542-7205 Phone: (956) 383-6221 Fax: Sylvia Pena sylvia.pena@hchd.org	Name: Connie Franco Phone: +1 (956) 318-0810 Fax: (956) 380-0885 Email: Connie.Franco@ncm.com **Account Director 2** Name: **Account Director 3** Name:

Order: ORD-1704-02210 **Type:** New

Teen HPV - 12 wks

Regional Segment 1

Start: 6/30/2017 **End:** 9/21/2017

Weeks: 12.00 **Weight:** Best Available **Duration/Units:** 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
421858	CNK114	Main Place	Mcallen, Texas	6	$12.00	$864.00
421858	CNK212	Movies 10	Weslaco, Texas	10	$14.00	$1,680.00
421858	CNK093	Movies 17	Mcallen, Texas	17	$16.00	$3,264.00
421858	CNK1074	Pharr Town Center	Pharr, Texas	16	$20.00	$3,840.00
421858	CNK261	Tinseltown Mission	Mission, Texas	17	$20.00	$4,080.00
421858	CNK1080	Trenton Crossing	Edinburg, Texas	6	$18.00	$1,296.00

Regional LEN

Start: 6/30/2017 **End:** 9/21/2017

Weeks: 12.00 **Weight:** Best Available **Duration/Units:** 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
421858	CNK114	Main Place	Mcallen, Texas	6	$10.00	$120.00
421858	CNK212	Movies 10	Weslaco, Texas	10	$10.00	$120.00

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

421858	CNK093	Movies 17	Mcallen, Texas	17	$10.00	$120.00
421858	CNK1074	Pharr Town Center	Pharr, Texas	16	$10.00	$120.00
421858	CNK261	Tinseltown Mission	Mission, Texas	17	$10.00	$120.00
421858	CNK1080	Trenton Crossing	Edinburg, Texas	6	$10.00	$120.00

Proposed rates are held 4 weeks from the date of this proposal

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

Payment	Comments & Special Instructions:		
Payment Terms: Monthly **Payment Method:** Check **P.O. Number:**		**Total Media**	**$15,744.00**
		Media Services	**$250.00**
		Creative Services	**$0.00**
		Other Services	**$0.00**
		Total Due	**$15,994.00**

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM

Advertiser Name/Title: Date: National CineMedia, LLC 06/05/17

Pending Client Signature **Pending Creative Approval**

Order Number: ORD-1704-02210

A	B	C	D	E	F
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit

NCM
AMERICA'S MOVIE NETWORK

Billing Acknowledgement

To be completed by the Client's accounts payable/accounting department

Client Name:	
AP Contact Name:	
AP Address:	
AP Phone:	
AP E-mail:	

Order Number:	
Billing Frequency Requested:	☐ Bill in Full (payment due 30 days from Contract Start Date) ☐ Monthly Installments ***PLEASE NOTE**: Online advertising is billed based on the number of actual monthly impressions and cannot be billed in equal monthly installments.* ☐ Other*

Purchase Order number to be referenced (when applicable): ☐

Check this box if you would like to receive electronic invoices: ☐

*Other Billing Instructions:

Creative Production Order Form

Advertiser Information	Billing Information	Account Director: Connie Franco
Hidalgo County Health Department 1304 S 25th Ave Edinburg, TX 78542-7205 Phone: 956-383-6221 Fax: Patricia Garcia patricia.garcia@hchd.org	Hidalgo County Health Department 1304 S 25th Ave Edinburg, TX 78542-7205 Phone: (956) 383-6221 Fax: Sylvia Pena sylvia.pena@hchd.org	Phone: +1 (956) 318-0810 Fax: (956) 380-0885 Email: Connie.Franco@ncm.com

Order: ORD-1704-02210 **Type:** New

Creative Name: 2017 Summer -Teen HPV -OL9 ***421858***
Start Date: 6/30/2017
Ratings: G, PG, PG-13, R
Notes / Special Instructions:

Media Services:

Description	Fee
Ad Provided by Client	$250.00

Media Services SubTotal: $250.00

Creative Services:

Description	Fee

Creative Services SubTotal: $0.00

When sending your media/creative materials to us, please include this Creative Production Order Form with your materials.

Send materials to:
National CineMedia
Attention: Sales Operations
9110 East Nichols Avenue Suite 200
Centennial, Colorado 80112

Please submit all creative materials promptly. If your creative is not received within NCM's standard production turnaround time, the on-screen start date for your ad will be delayed.

Thank you!

Zimbra **hector.garcia1@co.hidalgo.tx.us**

Fwd: Approval for Regional Insertion Order Agreement for Health Department

From : Robert Vina <robert.vina@da.co.hidalgo.tx.us> Wed, Jun 07, 2017 10:42 AM

Subject : Fwd: Approval for Regional Insertion Order Agreement for Health Department 1 attachment

To : hector garcia1 <hector.garcia1@co.hidalgo.tx.us>

Cc : patricia garcia <patricia.garcia@hchd.org>, Victor Garza <victor.garza@da.co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Good Morning Mr. Garcia,
As requested, we reviewed the Regional Insertion Order Agreement with NCM. The agreement is approved as to form with indicated modifications, which need to be initialed by both parties.

Please feel free to contact me if you have any questions.
Thank you,

Robert Viña III

Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
Edinburg, TX 78539
(956) 292-7609 EXT 8187
(956) 292-7619 FAX

robert.vina@da.co.hidalgo.tx.us

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****

On Fri, Jun 2, 2017 at 4:44 PM, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> wrote:

> Can one of you look at this.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

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****

---------- Forwarded message ----------
From: **Hector A. Garcia** <hector.garcia1@co.hidalgo.tx.us>
Date: Fri, Jun 2, 2017 at 4:21 PM
Subject: Approval for Regional Insertion Order Agreement for Health Department
To: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Good Afternoon Josephine,

Wanted to see if we could please get your approval on the attached agreement for the Health Department.

Respectfully,

--
Hector Garcia, Procurement Specialist II
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539
T:(956) 318-2626 x 4857
F:(956) 292-7612

HCHD & NCM-Regional Insertion Order Agreement.pdf
1 MB

Regional Insertion Order Agreement

Rq# 343140

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

NATIONAL CINEMEDIA, LLC ADVERTISING REGIONAL INSERTION ORDER AND AGREEMENT
Terms and Conditions

The Agreement between National CineMedia, LLC ("NCM") and Advertiser will include, and all Advertising exhibited by NCM for Advertiser will be subject to, the following Terms and Conditions:

1. **NCM Services.** Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement.

2. **In-Theatre Advertising.** All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or group of motion pictures with particular movie ratings. The screen count or theatre locations for In-Theatre Advertising that are set forth on the Order may be substituted by NCM in its reasonable discretion upon notice to Advertiser.

3. **Internet and Online Advertising.** The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the "**IAB Terms**"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the IAB Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the IAB Terms and Section III(c) of the IAB Terms is deleted. In the event of any conflict between the terms of this Agreement and the IAB Terms, the terms of this Agreement will control.

4. **Fees and Payment.** Advertiser will pay all fees as specified on each Order within 30 days of invoice. If Advertiser fails to pay NCM any undisputed amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.

5. **Advertiser Obligations.** In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 7 business days in advance but not more than 20 business days in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising (dependent upon Advertising vehicle selected or if otherwise agreed to by the parties).

6. **Content.**

6.1 Advertiser Content. All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("**Content**") provided by Advertiser for use in the Advertising ("**Advertiser Content**") is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at http://adspecs.ncm.com. NCM reserves the right to make technical changes to Advertiser Content to ensure conformance with technical specifications. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo or other branding of a third party without prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason. NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to liability arising from any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "**Licenses**") necessary or appropriate to exhibit, distribute, broadcast, publicly present and publicly perform the Advertising and as necessary or appropriate for the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising in connection with the promotion of NCM's business.

6.2 NCM Content. All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("**NCM Content**"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

7. **Promotional Materials.** All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including, without limitation, toys, food, objects or other materials ("**Promotional Materials**") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. All Promotional Materials, including, without limitation, lobby displays, are subject to NCM and theatre approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILLING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

8. **Representations and Warranties.** Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any self-regulatory rules or guidelines that are applicable to, or to which the Advertiser, the agency or the Advertiser Content, Advertising or Promotional Materials may be subject, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials are free from defects and

INITIALS

(6) to the Advertiser's knowledge, the Advertiser...

Reg# 343140

INITIALS

materials in workmanship. Advertiser further covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. **Disclaimer and Limitation of Liability.** NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT ~~DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.~~ ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR NCM'S FAILURE TO EXHIBIT THE ADVERTISING AS SET FORTH ON THE ORDER WILL BE FOR NCM TO "MAKE-GOOD" (MAKE AVAILABLE TO ADVERTISER AN ALTERNATIVE TIME PERIOD OF REASONABLY COMPARABLE VALUE FOR THE RE-EXHIBITION OF SUCH ADVERTISING) WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER.

10. **Indemnification.** TO THE EXTENT ALLOWED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries, exhibitors and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, any Promotional Materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

11. **Termination and Remedies.** NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days' notice to Advertiser for any other reason. Upon termination for breach by Advertiser, Advertiser will not be entitled to the refund of any prepaid fees. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. **Cancellation.** ~~Advertiser may not modify or cancel this Agreement except by written consent of NCM.~~

13. **Insurance.** ~~Advertiser represents that it maintains a general liability insurance policy (with a financially sound and reputable insurance company) in such amounts as Advertiser deems reasonably adequate for its business and as required to perform its obligations hereunder. NCM and its affiliates will be named as additional insureds on such policy, and the policy will provide that it will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.~~

14. **Additional Terms.** Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assign to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of ~~Colorado~~ TEXAS excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in ~~Arapahoe~~ HIDALGO County, ~~Colorado~~ TEXAS for any dispute concerning the interpretation or effect of this Agreement. ~~In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury.~~ In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, reasonable attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. In the event that any terms that may appear on an Advertiser's or agency's form of purchase order, insertion order, or other order form vary from or conflict with the terms of this Agreement (including without limitation pre-printed terms), the terms of this Agreement will control. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Advertiser executes this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder.

Advertiser may terminate this Agreement immediately upon any breach by NCM of this Agreement (In addition to any other available remedy) or upon not less than 30 days' notice to NCM for any other reason. Parties may modify this contract by written mutual agreement.

From: "SouthCentralBin" <SouthCentralBin@ncm.com
<mailto:SouthCentralBin@ncm.com>>
To: "Connie Franco" <Connie.Franco@ncm.com
<mailto:Connie.Franco@ncm.com>>, "SouthCentralBin"
<SouthCentralBin@ncm.com <mailto:SouthCentralBin@ncm.com>>
Subject: *RE: Approval for Regional Insertion Order Agreement for
Health Department*

Hi Connie

Our legal department has approved the changes to the attached
provided that they sign our IO, both parties initial the changes to
T&Cs, and the County doesn't require us to sign a PO or other doc
with additional terms and conditions.

Please let me know if you have any questions.

Thanks

cid:image001.png@01D0875E.2D1A5380

Tiffany Lopo
/Senior Advertising Specialist/

9110 E. Nichols Ave., Suite 200
Centennial, CO 80112

*P*303.957.1832
*F *720.874.5220

ncm.com <http://ncm.com/>

cid:image002.png@01D0875E.2D1A5380
<http://blog.ncm.com/>cid:image003.jpg@01D0875E.2D1A5380

<https://www.facebook.com/nationalcinemediancm>cid:image004.jpg@01D0875E.2D1A5380
<https://twitter.com/ncmnews>cid:image005.jpg@01D0875E.2D1A5380
<https://www.linkedin.com/company/national-cinemedia-ncm>

*
*

*From:*Connie Franco
Sent: Wednesday, June 7, 2017 10:56 AM
To: SouthCentralBin <SouthCentralBin@ncm.com
<mailto:SouthCentralBin@ncm.com>>
Subject: FW: Approval for Regional Insertion Order Agreement for
Health Department

Hi,

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-216087

Date Filed:
05/31/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
National CineMedia, LLC
Centennial, CO United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Health & Human Services

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
343140
Cinema advertising services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

SARAH IRENE WEISS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144019373
MY COMMISSION EXPIRES MAY 9, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mark Chandler, this the 30th day of May, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Sarah Weiss	Sarah I Weiss	Notary

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-216087

Date Filed:
05/31/2017

Date Acknowledged:
06/09/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

National CineMedia, LLC
Centennial, CO United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Health & Human Services

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

343140
Cinema advertising services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Username Password

Log In

Forgot Username? Forgot Password? Create an Account

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

National Cinemedia, LLC

DUNS: 197732162 CAGE Code: 8AMF7

Status: Active

9110 E Nichols Ave Ste 200
Englewood, CO, 80112-3451 ,
UNITED STATES

Expiration Date: 09/27/2017

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: National Cinemedia, LLC
Business Type: Business or Organization
Last Updated By: Debbie Baughman
Registration Status: Active
Activation Date: 09/27/2016
Expiration Date: 09/27/2017

Exclusion Summary

Active Exclusion Records? No

AI-60221 **Purchasing Department** **21. H. 1.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Melanie Esparza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Requesting authorization for removal from inventory due to trade in of elections equipment (see exhibit A) Transfer Forms, previously declared surplus on 2/6/2017, AI-58401.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact. Credit for trade in was given at time of purchase. County will receive certification of proper disposal of items.
Ref PO# 757007

Attachments

AI with approved minutes
Depreciation Table
signed forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/15/2017 12:16 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Melanie Esparza Started On: 06/08/2017 02:01 PM

Final Approval Date: 06/23/2017

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

2. AI-58379 a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):
1. District Clerk
2. District Judges
3. Constable Pct 1
4. Constable Pct. 3

Martha Salazar requested no action on Item.23.A.2.A and B.

Court took no action on Item.23.A.2.A and B.

3. AI-58267 A. Requesting approval to declare the items listed in Exhibit "A" (attached herein), office furniture, equipment, vehicles, and boats as "Surplus" for the purpose of sale through online auction scheduled for 2-17-2017 thru 03-03-2017 in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received on either auction date,

B. Requesting authority to publish advertisement for the auction of surplus scheduled for 2-17-2017 including but not limited to Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions.

Martha Salazar requested no action on Item.23.A.3.A. and B.

Court took no action on Item.23.A.3.A. and B.

Court proceeded to Item.23.B.1.

4. AI-58401 A. Acceptance of Quote #00001409 from HART InterCivic, awarded vendor, through BuyBoard Coop. Program Contract #460-14 Voting Equipment [as approved by state of Texas Certification Process] including the Contract document [reviewed/approved as to form by HC-DA/Civil Section] with authority to purchase same through a submitted Electronic Requisition and processed Purchase Order System in the amount of $5,491,500.00 [with details on both the Contract document and/with attached Quote herein] and approval to have County Judge to execute HART Interactive Contract Documents and subject to compliance with form 1295 and any other statutory/policy requirements, if and when applicable;

Valde Guerra advised that four individuals signed up under Open Forum regarding this item.

Judge Garcia commented that his reason for previously tabling the item was due to the possibility of the state getting involved in the process and the county being able to purchase the machines at a cheaper price. However, according to the judge, they inquired into it and at the moment the State of Texas is facing some deficit and will not be helping counties in the purchase of voting machines.

Commissioner Palacios requested Pepe Caso, Chief Administrator for Precinct 4, to read a summary of bills regarding the matter.

Caso informed that they accounted with the help from a legislative intern to assist with findings of the HB 199, SB 230 and HB 1452. According to the chief administrator, SB 230 essentially removes the cap on the amount of counties on which county wide polling can take place. Also, HB 1452 calls for a mandatory study on cyber attacks to election machines. As per Caso, SB 405 would have the most impact on any decision, as it calls for mandatory print receipts along with any voting cast on electronic machines. Caso affirmed to Commissioner Palacios that these are bills that have just being introduced.

As stated by Pepe Caso, on January 6, 2017, The Department of Home Land Security designated election machines as critical infrastructure.

Valde Guerra restated, that the Open Forum and Public Participation Form are one in the same. The public participation form is use to document the subject matter that an individual wants to bring up to the court. On the other hand, the open forum is to discuss issues that may or may not be on the agenda.

Court permitted open forum individuals to speak first.

1) Jim Barnes stated that in Hidalgo County there has been no indication that election machines have been tempered with. However, paper ballots have been questioned and have been the topic of law suits for invalidated election. Barnes favored the HART machines by stating that every electronic vote has a pedigree, serial number and where it's cast from. As an election judge, Barnes assured that HART machines are easier to manage and are in compliance with the state and federal regulations. He requested approval to buy the machines.

2) Mel Sanders affirmed his position to approve the HART machines. Sanders argued that as an election judge, he sees that having paper ballots will only increase the need for more poll watchers and further training. Assuring that most election judges do not favor paper ballots.

3) Grace Rivera informed that she has worked as an election judge at the elections annex and reminded the court that the average age of an elections judge is 65 years old. If they decide on paper ballots, it will take tremendous amount of time to count the ballots. She petitioned the court to consider the amount of work it will take the poll workers and election judges to count paper ballots.

4) Fern McClaugherty declared that paper ballots are easier to temper with. She requested the court to approve the resolution that was previously signed. Once more, restating that these machines are not connected to the internet and any cheating can be done at any other time. McClaugherty, reminded the court that there were several workshops to test both machines and HART proved to be the best of the two and hardest to be tempered with.

Furthermore, McClaugherty disclosed to the court that she received an e-mail stating objection, however the most relevant statement in the e-mail is towards Yvonne Ramon, Elections Administrator. McClaugherty, pointed out that the administrator's name was mentioned fourteen times. In any case, the O.W.L. member made clear that this is not about the elections administrator; it is about the court selecting the best machine for the county. McClaugherty requested the court to purchase the HART machines and do the right thing for the voters of Hidalgo County.

5) Mike Carrera argued that if the court approves the HART machines, they'll be rushing into making a decision. Stating that he is not for nor against the machines; disputed that technology changes rapidly. Carrera advised the court to wait until the end of legislature to find out more about the outcome.

6) Leslie Gower informed that she spoke with former Secretary of State Carlos Casco, Travis County Executive Director, Nueces County, Brazos County, Collin County and legislators. According to Gower, Casco disclosed that the machines purchased in 2004 were based on standards put together from that year. She discussed that buying machines now, based on the current standards does not make sense. She suggested waiting until the state is able to organize contracts with vendors and perhaps obtain a cheaper price. On the other hand, she noted that paper ballots and mail ballots are completely different. Assuring that paper ballots are more secure because there're watchers at the polling stations.

7) Nathan Schwarz announced he has worked as a central county judge, ballot board member, elections judge, poll watchers and data analysts for several county elections. Shwarz implied that HART machines are an option to satisfy the elections administrator desires to have voting centers. Additionally, claiming that Yvonne Ramon refused to pay to poll workers to escort the bags containing PEB cards and CF cards. Further, declaring that Ramon does not provide access to the EL 155 and EL 155 U.

8) Abel Prado communicated that in lieu of the state not being able to assist with the purchase of the voting machines, it makes the situation even more important because there's the need to save money. He stressed the importance of SB 405 which can affect the way elections are conducted. Noting that paper and mail ballots are completely different. Prado affirmed that committing fraud with paper ballots would take hours in order to persuade an election. Additionally, Prado claimed that Stephanie R. witnessed four instances of voting intimidation, has failed a complaint.

Commissioner Flores stated his inclination to wait on making a decision until the legislature is completely done.

Commissioner Cantu questioned the longevity of the current machines. With regards, Mike Sosa stated that based on his professional experience the machines can last about a month or so. The machines were bought in 2005 and the life expectancy is about 10 years; about 700 machines are used for general elections. Sosa explained that the PEB cards can't be cleared anymore and there are no new parts. The newest machines at hand were bought refurbished in 2012.

Sosa explained to the court that if the current machines are utilize for the next general election they could see problems with the PEB cards because it won't clear correctly the first time, possibly showing a different election. Additionally, HART will give the county money and destroy the machines.

Arturo Guajardo, Jr., Hidalgo County Clerk and Vice Chairman of the Elections Commission, notified he too asked similar questions to Yvonne Ramon regarding the life expectancy and performance of the current machines. As per Guajardo, Ramon disclosed serious concerns. He reminded the court that the last election cycle was challenged and questioned the results, creating several law suits. As the elections commission, they set a series of workshops to test both machines side by side. Judge Garcia specified that the two machines placed side by side were from ES&S and HART.
The county clerk emphasized that these two are the only machines in the State of Texas that are certified. Honorable Guajardo affirmed that the elections committee voted unanimously in favor of the HART machines.

Judge Garcia disclosed that the elections committee is composed of himself, Arturo Guajardo, Jr. Hidalgo County Clerk, Pablo Villarreal, Tax-Assessor & Collector, Democratic Chair and Republican Chair.

Commissioner Palacios questioned the potential outcome of the SB 405.

In reference, Felice Liston stated that the HART system is an electronic system as well as paper system, much like Verity. When the electronic HART system was developed and designed it was 100% electronic. However, a few years later HART developed a piece that could be added to the system to provide voter verifier audit trail or paper trail. Liston commented that if SB 405 passes through the current current legislature session, they'll do the same. However, the Verity electronic system already allows for a paper trail record to be printed after the vote is cast by the elections department.

Commissioner Palacios noted that he was concern over having the ability to print a paper ballot if needed.

Guajardo, Vice Chairman of the Elections Commission, informed the court that the process was done over the course of a year, through out the process they also worked to identify the funding. Once more, restating that they held workshops for the public and election judges and received feedback from both. Guajardo affirmed that Yvonne Ramon was open throughout the entire process. Additionally, cautioning the court about running the next election with the current machines.

Judge Garcia articulated that they have gone through the process, compared both machines, the elections board voted unanimously to approve the HART machines and it appears by all indication that the people who actually tested the machines agree that HART machines are more practical.

Commissioner Palacios asked Felice Liston about the future cost to keep up with the legislature demands. Liston informed that when they added the paper trail piece to the current Verity system, it cost about $1,000 per system.

Commissioner Fuentes questioned Liston about staying in compliance with future demands and regulations. With regards, Liston reminded the court that HART InterCivic has been in the elections industry since 1912. Liston stated that

in order to stay in business the company is required to be certified at the state and federal level, whether be law or election code; she guaranteed that the Verity system will continue to meet all requirements. Regarding future costs, she advised that they wouldn't know the cost until an specific requirement is pass by the state legislature and time frame being required for all voting systems across Texas.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 -Unanimously

B. Pursuant to TxLGC 263.152(a)(2), approval to declare "Surplus" all ES&S Ivotronic Voting Equipment, Accessories, Software and authority for HC [upon the anniversary of renewals] issuing written notices of non-renewing maintenance and support agreements [as detailed on schedule attached hereto] with actual "trade-in" of the items to HART InterCivic [with corresponding credit of $750K] with transfer of all equipment as agreed upon by both HART Interactive & Hidalgo County [through Elections Dept.] and pursuant to contract terms/conditions;

Description	Duration / End Date	Qty.	Deadline to mail Termination Letter
Ivotronic Voting Machines	2/1/2016 - 1/31/2017	267 Plus 650 Machines	12/31/2016
Ivotronic Voting Machines	5/1/2016 - 4/30/2017	70 Voting Machines	3/30/2017
Unity Software Renewal License	7/1/2016 - 6/30/2017	1 Software License	5/30/2017
Unity ERM Software Renewal License	9/1/2016 - 8/31/2017	1 Software License	7/31/2017
Ivotronic Voting Machines	8/1/2016 - 7/31/2017	464 Voting Machines	6/30/2017

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Court proceeded to Item.7.A.

B. **Pct. 1**

1. **AI-58254** a. Recommendation by project engineer, Sames Engineering & Surveying to award the Base Bid to the responsible vendor **M.J.A. Construction** - submitting the lowest and best bid meeting all specifications for FEMA project "Paving & Drainage Improvements-Las Nubes Dr., Marlen St., Lott Rd., & Old River Rd." in the amount as listed below:

RFB: 2016-401-12-28-YZV	
	AMOUNT
Las Nubes Drive	$ 36,815.00 $ 78,605.10 $239,826.75
Marlen Street	$201,221.65
Lott Road	
Old River Road	
TOTAL BASE BID	**$556,468.50**

b. Pursuant to TX Local Government Code 262.031 and in the interest of expediting a project's progress, requesting authority/ approval for the Precinct Commissioner or designee: David Suarez, Chief Administrator to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits..'. The original contract price may not be decreased by 18% or more without the consent of the contractor".

Martha Salazar requested no action on Item.23.B.1.A and B.

Court took no action on Item.23.B.1.A and B.

2. **AI-58397** Pct. #1 requests approval to exercise [pursuant to Article 3.3 (5)-Termination of Agreement #08-227-02-09 between Hidalgo County and TEDSI Infrastructure Group to provide general engineering services for: Mile 6 West Road Improvements & between SH 107 & Mile 9 North and includes authority to send the required (30) day termination notice with an effective day of February 6, 2017.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info
Elections

	Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%
	2000								
1	35584	ES&S 550 OMR Ballot Scanner System	44,115.00	12/28/00	2000	2017	6	17	$4,411.50
			44,115.00						
	2006	Software							
1	43843	HAVA-BALLOT ON DEMAND SOFTWARE	19,369.29	1/3/06	2006	2017	5	11	$1,936.93
2	43844	ELECTION DATA MANAGER SOFTWARE	13,835.20	1/3/06	2006	2017	7	11	$1,383.52
3	43845	I VOTRONIC IMAGE MANAGER SOFTWARE	5,534.08	1/3/06	2006	2017	7	11	$553.41
4	43846	HARDWARE PROGRAMMING MGR SOFTWARE	55,341.72	1/3/06	2006	2017	7	11	$5,534.17
			94,080.29						
	2006								
1	44755	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
2	44756	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
3	44757	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
4	44758	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
5	44759	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
6	44760	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
7	44761	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
8	44762	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
9	44763	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
10	44764	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
11	44765	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
12	44766	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
13	44767	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
14	44768	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
15	44769	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
16	44770	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
17	44771	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
18	44772	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
19	44773	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
20	44774	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
21	44775	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
22	44776	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
23	44777	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
24	44778	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
25	44779	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
26	44780	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
27	44781	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
28	44782	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
29	44783	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
30	44784	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
31	44785	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
32	44786	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
33	44787	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
34	44788	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
35	44789	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
36	44790	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
37	44791	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
38	44792	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
39	44793	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
40	44794	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
41	44795	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
42	44796	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
43	44797	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
44	44798	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
45	44799	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70

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	Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%
46	44800	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
47	44801	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
48	44802	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
49	44803	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
50	44804	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
51	44805	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
52	44806	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
53	44807	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
54	44808	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
55	44809	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
56	44810	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
57	44811	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
58	44812	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
59	44813	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
60	44814	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
61	44815	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
62	44816	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
63	44817	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
64	44818	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
65	44819	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
66	44820	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
67	44821	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
68	44822	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
69	44823	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
70	44824	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
71	44825	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
72	44826	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
73	44827	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
74	44828	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
75	44829	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
76	44830	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
77	44831	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
78	44832	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
79	44833	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
80	44834	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
81	44835	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
82	44836	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
83	44837	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
84	44838	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
85	44839	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
86	44840	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
87	44841	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
88	44842	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
89	44843	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
90	44844	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
91	44845	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
92	44846	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
93	44847	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
94	44848	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
95	44849	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
96	44850	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
97	44851	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
98	44852	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
99	44853	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
100	44854	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
101	44855	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70

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	Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%
102	44856	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
103	44857	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
104	44858	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
105	44859	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
106	44860	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
107	44861	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
108	44862	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
109	44863	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
110	44864	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
111	44865	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
112	44866	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
113	44867	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
114	44868	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
115	44869	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
116	44870	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
117	44871	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
118	44872	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
119	44873	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
120	44874	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
121	44875	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
122	44876	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
123	44877	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
124	44878	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
125	44879	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
126	44880	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
127	44881	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
128	44882	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
129	44883	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
130	44884	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
131	44885	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
132	44886	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
133	44887	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
134	44888	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
135	44889	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
136	44890	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
137	44891	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
138	44892	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
139	44893	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
140	44894	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
141	44895	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
142	44896	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
143	44897	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
144	44898	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
145	44899	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
146	44900	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
147	44901	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
148	44902	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
149	44903	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
150	44904	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
151	44905	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
152	44906	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
153	44907	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
154	44908	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
155	44909	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
156	44910	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
157	44911	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70

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158	44912	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
159	44913	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
160	44914	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
161	44915	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
162	44916	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
163	44917	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
164	44918	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
165	44919	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
166	44920	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
167	44921	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
168	44922	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
169	44923	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
170	44924	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
171	44925	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
172	44926	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
173	44927	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
174	44928	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
175	44929	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
176	44930	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
177	44931	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
178	44932	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
179	44933	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
180	44934	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
181	44935	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
182	44936	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
183	44937	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
184	44938	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
185	44939	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
186	44940	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
187	44941	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
188	44942	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
189	44943	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
190	44944	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
191	44945	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
192	44946	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
193	44947	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
194	44948	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
195	44949	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
196	44950	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
197	44951	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
198	44952	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
199	44953	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
200	44954	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
201	44955	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
202	44956	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
203	44957	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
204	44958	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
205	44959	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
206	44960	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
207	44961	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
208	44962	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
209	44963	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
210	44964	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
211	44965	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
212	44966	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
213	44967	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70

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	Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%
214	44968	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
215	44969	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
216	44970	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
217	44971	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
218	44972	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
219	44973	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
220	44974	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
221	44975	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
222	44976	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
223	44977	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
224	44978	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
225	44979	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
226	44980	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
227	44981	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
228	44982	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
229	44983	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
230	44984	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
231	44985	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
232	44986	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
233	44987	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
234	44988	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
235	44989	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
236	44990	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
237	44991	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
238	44992	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
239	44993	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
240	44994	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
241	44995	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
242	44996	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
243	44997	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
244	44998	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
245	44999	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
246	45000	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
247	45001	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
248	45002	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
249	45003	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
250	45004	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
251	45005	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
252	45006	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
253	45007	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
254	45008	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
255	45009	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
256	45010	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
257	45011	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
258	45012	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
259	45013	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
260	45014	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
261	45015	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
262	45016	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
263	45017	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
264	45018	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
265	45019	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
266	45020	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
267	45021	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
268	45022	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
269	45023	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70

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	Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%
270	45024	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
271	45025	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
272	45026	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
273	45027	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
274	45028	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
275	45029	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
276	45030	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
277	45031	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
278	45032	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
279	45033	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
280	45034	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
281	45035	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
282	45036	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
283	45037	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
284	45038	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
285	45039	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
286	45040	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
287	45041	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
288	45042	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
289	45043	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
290	45044	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
291	45045	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
292	45046	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
293	45047	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
294	45048	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
295	45049	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
296	45050	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
297	45051	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
298	45052	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
299	45053	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
300	45054	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
301	45055	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
302	45056	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
303	45057	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
304	45058	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
305	45059	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
306	45060	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
307	45061	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
308	45062	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
309	45063	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
310	45064	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
311	45065	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
312	45066	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
313	45067	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
314	45068	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
315	45069	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
316	45070	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
317	45071	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
318	45072	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
319	45073	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
320	45074	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
321	45075	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
322	45076	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
323	45077	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
324	45078	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
325	45079	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70

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326	45080	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
327	45081	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
328	45082	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
329	45083	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
330	45084	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
331	45085	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
332	45086	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
333	45087	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
334	45088	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
335	45089	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
336	45090	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
337	45091	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
338	45092	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
339	45093	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
340	45094	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
341	45095	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
342	45096	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
343	45097	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
344	45098	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
345	45099	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
346	45100	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
347	45101	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
348	45102	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
349	45103	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
350	45104	15" IVOTRONIC VOTING UNIT	2,767.04	1/3/06	2006	2017	7	11	$276.70
351	45105	15" SUPERVISOR UNIT/PEB	2,435.00	1/3/06	2006	2017	7	11	$243.50
352	45106	15" SUPERVISOR UNIT/PEB	2,435.00	1/3/06	2006	2017	7	11	$243.50
353	45107	15" SUPERVISOR UNIT/PEB	2,435.00	1/3/06	2006	2017	7	11	$243.50
354	45108	15" SUPERVISOR UNIT/PEB	2,435.00	1/3/06	2006	2017	7	11	$243.50
355	45109	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
356	45110	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
357	45111	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
358	45112	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
359	45113	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
360	45114	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
361	45115	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
362	45116	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
363	45117	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
364	45118	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
365	45119	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
366	45120	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
367	45121	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
368	45122	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
369	45123	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
370	45124	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
371	45125	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
372	45126	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
373	45127	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
374	45128	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
375	45129	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
376	45130	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
377	45131	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
378	45132	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
379	45133	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
380	45134	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
381	45135	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49

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	Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%
382	45136	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
383	45138	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
384	45139	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
385	45140	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
386	45141	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
387	45142	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
388	45143	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
389	45144	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
390	45145	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
391	45146	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
392	45147	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
393	45148	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
394	45149	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
395	45150	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
396	45151	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
397	45152	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
398	45153	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
399	45154	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
400	45155	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
401	45156	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
402	45157	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
403	45158	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
404	45159	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
405	45160	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
406	45161	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
407	45162	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
408	45163	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
409	45164	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
410	45165	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
411	45166	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
412	45167	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
413	45168	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
414	45169	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
415	45170	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
416	45171	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
417	45172	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
418	45173	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
419	45174	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
420	45175	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
421	45176	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
422	45177	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
423	45178	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
424	45179	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
425	45180	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
426	45181	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
427	45182	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
428	45182	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
429	45183	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
430	45184	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
431	45185	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
432	45186	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
433	45187	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
434	45188	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
435	45189	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
436	45190	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
437	45191	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49

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438	45192	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
439	45193	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
440	45194	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
441	45195	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
442	45196	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
443	45197	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
444	45198	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
445	45199	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
446	45200	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
447	45201	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
448	45202	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
449	45203	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
450	45204	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
451	45205	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
452	45206	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
453	45207	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
454	45208	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
455	45209	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
456	45210	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
457	45211	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
458	45212	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
459	45213	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
460	45214	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
461	45215	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
462	45216	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
463	45217	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
464	45218	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
465	45219	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
466	45220	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
467	45221	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
468	45222	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
469	45223	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
470	45224	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
471	45225	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
472	45226	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
473	45227	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
474	45228	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
475	45229	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
476	45230	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
477	45231	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
478	45232	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
479	45233	15" ADA VOTING UNIT	3,314.91	1/3/06	2006	2017	7	11	$331.49
480	45234	OKI C9300 PRINTER	10,271.26	1/3/06	2006	2017	5	11	$1,027.13
			1,402,839.01						

2006

1	45345	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
2	45346	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
3	45347	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
4	45348	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
5	45349	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
6	45350	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
7	45351	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
8	45352	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
9	45353	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
10	45354	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61

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	Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%
11	45355	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
12	45356	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
13	45357	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
14	45358	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
15	45359	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
16	45360	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
17	45361	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
18	45362	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
19	45363	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
20	45364	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
21	45365	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
22	45366	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
23	45367	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
24	45368	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
25	45369	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
26	45370	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
27	45371	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
28	45372	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
29	45373	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
30	45374	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
31	45375	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
32	45376	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
33	45377	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
34	45378	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
35	45379	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
36	45380	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
37	45381	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
38	45382	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
39	45383	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
40	45384	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
41	45385	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
42	45386	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
43	45387	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
44	45388	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
45	45389	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
46	45390	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
47	45391	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
48	45392	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
49	45393	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
50	45394	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
51	45395	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
52	45396	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
53	45397	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
54	45398	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
55	45399	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
56	45400	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
57	45401	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
58	45402	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
59	45403	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
60	45404	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
61	45405	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
62	45406	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
63	45407	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
64	45408	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
65	45409	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
66	45410	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61

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67	45411	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
68	45412	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
69	45413	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
70	45414	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
71	45415	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
72	45416	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
73	45417	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
74	45418	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
75	45419	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
76	45420	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
77	45421	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
78	45422	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
79	45423	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
80	45424	15" IVOTRONIC VOTER UNIT	2,576.13	4/4/06	2006	2017	7	11	$257.61
81	45425	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
82	45426	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
83	45427	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
84	45428	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
85	45429	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
86	45430	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
87	45431	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
88	45432	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
89	45433	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
90	45434	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
91	45435	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
92	45436	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
93	45437	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
94	45438	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
95	45439	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
96	45440	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
97	45441	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
98	45442	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
99	45443	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
100	45444	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
101	45445	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
102	45446	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
103	45447	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
104	45448	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
105	45449	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
106	45450	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
107	45451	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
108	45452	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
109	45453	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
110	45454	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
111	45456	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
112	45457	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
113	45458	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
114	45459	15" ADA VOTING UNIT	3,086.20	4/4/06	2006	2017	7	11	$308.62
115	45460	IVOTRONICS SUPERVISOR TERMINAL	2,266.99	4/4/06	2006	2017	7	11	$226.70
116	45461	IVOTRONICS SUPERVISOR TERMINAL	2,266.99	4/4/06	2006	2017	7	11	$226.70
117	45462	IVOTRONIC TRAINING TOOL (12" DRE)	3,601.43	4/4/06	2006	2017	7	11	$360.14
118	45463	650 CENTRAL SCANNER TABLE	39,672.19	4/4/06	2006	2017	7	11	$3,967.22
119	45464	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
120	45465	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
121	45466	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
122	45467	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00

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123	45468	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
124	45469	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
125	45470	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
126	45471	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
127	45472	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
128	45473	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
129	45474	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
130	45475	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
131	45476	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
132	45477	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
133	45478	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
134	45479	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
135	45480	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
136	45481	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
137	45482	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
138	45483	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
139	45484	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
140	45485	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
141	45486	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
142	45487	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
143	45488	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
144	45489	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
145	45490	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
146	45491	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
147	45492	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
148	45493	15" ADA VOTING UNIT	3,770.00	4/4/06	2006	2017	7	11	$377.00
			471,928.80						

2006 Software

1	45546	476 FIRMWARE USAGE AGR IVOTRONIC	14,280.00	5/30/06	2006	2017	5	11	$1,428.00
2	45547	BALLOT IMAGE MGR-LIC AGRMT	2,000.00	5/30/06	2006	2017	5	11	$200.00
3	45548	BALLOT ON DEMAND-LIC AGRMT	1,000.00	5/30/06	2006	2017	5	11	$100.00
4	45549	ELECTION DATA MANAGER-LIC AGRMT	2,500.00	5/30/06	2006	2017	5	11	$250.00
5	45550	HARDWARE PROG MGR-LIC AGRMT	10,000.00	5/30/06	2006	2017	5	11	$1,000.00
6	45551	IVOTRONIC IMAGE MGR-LIC AGRMT	2,500.00	5/30/06	2006	2017	5	11	$250.00
			32,280.00						

2006

1	45645	15" ADA VOTING UNIT	3,095.00	8/15/06	2006	2017	7	11	$309.50
2	45646	15" ADA VOTING UNIT	3,095.00	8/15/06	2006	2017	7	11	$309.50
3	45647	15" ADA VOTING UNIT	3,095.00	8/15/06	2006	2017	7	11	$309.50
4	45648	15" ADA VOTING UNIT	3,095.00	8/15/06	2006	2017	7	11	$309.50
5	45649	15" ADA VOTING UNIT	3,095.00	8/15/06	2006	2017	7	11	$309.50
6	45650	15" ADA VOTING UNIT	3,095.00	8/15/06	2006	2017	7	11	$309.50
7	45651	15" ADA VOTING UNIT	3,095.00	8/15/06	2006	2017	7	11	$309.50
8	45652	15" ADA VOTING UNIT	3,095.00	8/15/06	2006	2017	7	11	$309.50
9	45653	15" ADA VOTING UNIT	3,095.00	8/15/06	2006	2017	7	11	$309.50
10	45654	15" ADA VOTING UNIT	3,095.00	8/15/06	2006	2017	7	11	$309.50
11	45655	15" ADA VOTING UNIT	3,095.00	8/15/06	2006	2017	7	11	$309.50
12	45656	15" ADA VOTING UNIT	3,095.00	8/15/06	2006	2017	7	11	$309.50
13	45657	15" ADA VOTING UNIT	3,095.00	8/15/06	2006	2017	7	11	$309.50
14	45658	15" ADA VOTING UNIT	3,095.00	8/15/06	2006	2017	7	11	$309.50
15	45659	15" ADA VOTING UNIT	3,095.00	8/15/06	2006	2017	7	11	$309.50
			46,425.00						

2008

1	47041	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50

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	Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%
2	47042	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
3	47043	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
4	47044	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
5	47045	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
6	47046	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
7	47047	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
8	47048	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
9	47049	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
10	47050	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
11	47051	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
12	47052	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
13	47053	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
14	47054	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
15	47055	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
16	47056	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
17	47057	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
18	47058	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
19	47059	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
20	47060	15" ADA VOTER UNIT	2,555.00	12/30/08	2008	2017	7	9	$255.50
21	47061	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
22	47062	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
23	47063	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
24	47064	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
25	47065	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
26	47066	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
27	47067	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
28	47068	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
29	47069	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
30	47070	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
31	47071	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
32	47072	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
33	47073	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
34	47074	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
35	47075	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
36	47076	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
37	47077	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
38	47078	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
39	47079	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
40	47080	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
41	47081	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
42	47082	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
43	47083	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
44	47084	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
45	47085	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
46	47086	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
47	47087	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
48	47088	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
49	47089	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
50	47090	15" ADA VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
51	47091	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
52	47092	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
53	47093	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
54	47094	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
55	47095	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
56	47096	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
57	47097	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00

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58	47098	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
59	47099	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
60	47100	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
61	47101	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
62	47102	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
63	47103	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
64	47104	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
65	47105	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
66	47106	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
67	47107	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
68	47108	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
69	47109	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
70	47110	15" IVOTRONIC VOTER UNIT	3,050.00	12/30/08	2008	2017	7	9	$305.00
			203,600.00						

	Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%
	2011								
1	54696	OKIDATA C9650 BALLOT PRINTER	4,675.00	12/29/11	2011	2017	6	6	$467.50
			4,675.00						

	Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%
	2012								
1	54724	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
2	54725	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
3	54726	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
4	54727	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
5	54728	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
6	54729	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
7	54730	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
8	54731	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
9	54732	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
10	54733	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
11	54734	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
12	54735	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
13	54736	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
14	54737	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
15	54738	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
16	54739	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
17	54740	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
18	54741	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
19	54742	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
20	54743	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
21	54744	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
22	54745	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
23	54746	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
24	54747	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
25	54748	USED 15" ADA VOTING UNIT	1,721.54	3/20/12	2012	2017	7	5	$172.15
26	54749	USED 15" ADA VOTING UNIT	1,721.53	3/20/12	2012	2017	7	5	$172.15
27	54750	USED 15" ADA VOTING UNIT	1,721.53	3/20/12	2012	2017	7	5	$172.15
28	54751	USED 15" ADA VOTING UNIT	1,721.53	3/20/12	2012	2017	7	5	$172.15
29	54752	USED 15" ADA VOTING UNIT	1,721.53	3/20/12	2012	2017	7	5	$172.15
30	54753	USED 15" ADA VOTING UNIT	1,721.53	3/20/12	2012	2017	7	5	$172.15
31	54754	USED 15" ADA VOTING UNIT	1,721.53	3/20/12	2012	2017	7	5	$172.15

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
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Elections

	Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%
32	54755	USED 15" ADA VOTING UNIT	1,721.53	3/20/12	2012	2017	7	5	$172.15
33	54756	USED 15" ADA VOTING UNIT	1,721.53	3/20/12	2012	2017	7	5	$172.15
34	54757	USED 15" ADA VOTING UNIT	1,721.53	3/20/12	2012	2017	7	5	$172.15
35	54758	USED 15" ADA VOTING UNIT	1,721.53	3/20/12	2012	2017	7	5	$172.15
36	54759	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
37	54760	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
38	54761	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
39	54762	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
40	54763	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
41	54764	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
42	54765	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
43	54766	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
44	54767	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
45	54768	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
46	54769	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
47	54770	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
48	54771	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
49	54772	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
50	54773	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
51	54774	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
52	54775	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
53	54776	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
54	54777	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
55	54778	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
56	54779	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
57	54780	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
58	54781	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
59	54782	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
60	54783	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
61	54784	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
62	54785	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
63	54786	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
64	54787	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
65	54788	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
66	54789	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
67	54790	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
68	54791	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
69	54792	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
70	54793	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
71	54794	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
72	54795	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
73	54796	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
74	54797	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
75	54798	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
76	54799	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
77	54800	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
78	54801	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
79	54802	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
80	54803	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
81	54804	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
82	54805	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
83	54806	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
84	54807	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
85	54808	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
86	54809	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
87	54810	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

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Elections

	Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%
88	54811	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
89	54812	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
90	54813	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
91	54814	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
92	54815	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
93	54816	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
94	54817	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
95	54818	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
96	54819	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
97	54820	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
98	54821	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
99	54822	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
100	54823	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
101	54824	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
102	54825	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
103	54826	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
104	54827	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
105	54828	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
106	54829	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
107	54830	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
108	54831	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
109	54832	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
110	54833	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
111	54834	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
112	54835	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
113	54836	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
114	54837	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
115	54838	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
116	54839	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
117	54840	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
118	54841	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
119	54842	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
120	54843	USED 15" IVOTRONIC VOTER UNIT	1,619.96	3/20/12	2012	2017	7	5	$162.00
			197,950.40						

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$39,703.50	$6,617.25	$39,703.50	$0.00	1
$39,703.50		**excided life**	-$4,411.50	
$17,432.36	$3,486.47	$17,432.36	$0.00	2
$12,451.68	$1,778.81	$12,451.68	$0.00	3
$4,980.67	$711.52	$4,980.67	$0.00	4
$49,807.55	$7,115.36	$49,807.55	$0.00	5
$84,672.26		**excided life**	-$9,408.03	
$2,490.34	$355.76	$2,490.34	$0.00	6
$2,490.34	$355.76	$2,490.34	$0.00	7
$2,490.34	$355.76	$2,490.34	$0.00	8
$2,490.34	$355.76	$2,490.34	$0.00	9
$2,490.34	$355.76	$2,490.34	$0.00	10
$2,490.34	$355.76	$2,490.34	$0.00	11
$2,490.34	$355.76	$2,490.34	$0.00	12
$2,490.34	$355.76	$2,490.34	$0.00	13
$2,490.34	$355.76	$2,490.34	$0.00	14
$2,490.34	$355.76	$2,490.34	$0.00	15
$2,490.34	$355.76	$2,490.34	$0.00	16
$2,490.34	$355.76	$2,490.34	$0.00	17
$2,490.34	$355.76	$2,490.34	$0.00	18
$2,490.34	$355.76	$2,490.34	$0.00	19
$2,490.34	$355.76	$2,490.34	$0.00	20
$2,490.34	$355.76	$2,490.34	$0.00	21
$2,490.34	$355.76	$2,490.34	$0.00	22
$2,490.34	$355.76	$2,490.34	$0.00	23
$2,490.34	$355.76	$2,490.34	$0.00	24
$2,490.34	$355.76	$2,490.34	$0.00	25
$2,490.34	$355.76	$2,490.34	$0.00	26
$2,490.34	$355.76	$2,490.34	$0.00	27
$2,490.34	$355.76	$2,490.34	$0.00	28
$2,490.34	$355.76	$2,490.34	$0.00	29
$2,490.34	$355.76	$2,490.34	$0.00	30
$2,490.34	$355.76	$2,490.34	$0.00	31
$2,490.34	$355.76	$2,490.34	$0.00	32
$2,490.34	$355.76	$2,490.34	$0.00	33
$2,490.34	$355.76	$2,490.34	$0.00	34
$2,490.34	$355.76	$2,490.34	$0.00	35
$2,490.34	$355.76	$2,490.34	$0.00	36
$2,490.34	$355.76	$2,490.34	$0.00	37
$2,490.34	$355.76	$2,490.34	$0.00	38
$2,490.34	$355.76	$2,490.34	$0.00	39
$2,490.34	$355.76	$2,490.34	$0.00	40
$2,490.34	$355.76	$2,490.34	$0.00	41
$2,490.34	$355.76	$2,490.34	$0.00	42
$2,490.34	$355.76	$2,490.34	$0.00	43
$2,490.34	$355.76	$2,490.34	$0.00	44
$2,490.34	$355.76	$2,490.34	$0.00	45
$2,490.34	$355.76	$2,490.34	$0.00	46
$2,490.34	$355.76	$2,490.34	$0.00	47
$2,490.34	$355.76	$2,490.34	$0.00	48
$2,490.34	$355.76	$2,490.34	$0.00	49
$2,490.34	$355.76	$2,490.34	$0.00	50

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$2,490.34	$355.76	$2,490.34	$0.00	51
$2,490.34	$355.76	$2,490.34	$0.00	52
$2,490.34	$355.76	$2,490.34	$0.00	53
$2,490.34	$355.76	$2,490.34	$0.00	54
$2,490.34	$355.76	$2,490.34	$0.00	55
$2,490.34	$355.76	$2,490.34	$0.00	56
$2,490.34	$355.76	$2,490.34	$0.00	57
$2,490.34	$355.76	$2,490.34	$0.00	58
$2,490.34	$355.76	$2,490.34	$0.00	59
$2,490.34	$355.76	$2,490.34	$0.00	60
$2,490.34	$355.76	$2,490.34	$0.00	61
$2,490.34	$355.76	$2,490.34	$0.00	62
$2,490.34	$355.76	$2,490.34	$0.00	63
$2,490.34	$355.76	$2,490.34	$0.00	64
$2,490.34	$355.76	$2,490.34	$0.00	65
$2,490.34	$355.76	$2,490.34	$0.00	66
$2,490.34	$355.76	$2,490.34	$0.00	67
$2,490.34	$355.76	$2,490.34	$0.00	68
$2,490.34	$355.76	$2,490.34	$0.00	69
$2,490.34	$355.76	$2,490.34	$0.00	70
$2,490.34	$355.76	$2,490.34	$0.00	71
$2,490.34	$355.76	$2,490.34	$0.00	72
$2,490.34	$355.76	$2,490.34	$0.00	73
$2,490.34	$355.76	$2,490.34	$0.00	74
$2,490.34	$355.76	$2,490.34	$0.00	75
$2,490.34	$355.76	$2,490.34	$0.00	76
$2,490.34	$355.76	$2,490.34	$0.00	77
$2,490.34	$355.76	$2,490.34	$0.00	78
$2,490.34	$355.76	$2,490.34	$0.00	79
$2,490.34	$355.76	$2,490.34	$0.00	80
$2,490.34	$355.76	$2,490.34	$0.00	81
$2,490.34	$355.76	$2,490.34	$0.00	82
$2,490.34	$355.76	$2,490.34	$0.00	83
$2,490.34	$355.76	$2,490.34	$0.00	84
$2,490.34	$355.76	$2,490.34	$0.00	85
$2,490.34	$355.76	$2,490.34	$0.00	86
$2,490.34	$355.76	$2,490.34	$0.00	87
$2,490.34	$355.76	$2,490.34	$0.00	88
$2,490.34	$355.76	$2,490.34	$0.00	89
$2,490.34	$355.76	$2,490.34	$0.00	90
$2,490.34	$355.76	$2,490.34	$0.00	91
$2,490.34	$355.76	$2,490.34	$0.00	92
$2,490.34	$355.76	$2,490.34	$0.00	93
$2,490.34	$355.76	$2,490.34	$0.00	94
$2,490.34	$355.76	$2,490.34	$0.00	95
$2,490.34	$355.76	$2,490.34	$0.00	96
$2,490.34	$355.76	$2,490.34	$0.00	97
$2,490.34	$355.76	$2,490.34	$0.00	98
$2,490.34	$355.76	$2,490.34	$0.00	99
$2,490.34	$355.76	$2,490.34	$0.00	100
$2,490.34	$355.76	$2,490.34	$0.00	101
$2,490.34	$355.76	$2,490.34	$0.00	102
$2,490.34	$355.76	$2,490.34	$0.00	103
$2,490.34	$355.76	$2,490.34	$0.00	104
$2,490.34	$355.76	$2,490.34	$0.00	105
$2,490.34	$355.76	$2,490.34	$0.00	106

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$2,490.34	$355.76	$2,490.34	$0.00	107
$2,490.34	$355.76	$2,490.34	$0.00	108
$2,490.34	$355.76	$2,490.34	$0.00	109
$2,490.34	$355.76	$2,490.34	$0.00	110
$2,490.34	$355.76	$2,490.34	$0.00	111
$2,490.34	$355.76	$2,490.34	$0.00	112
$2,490.34	$355.76	$2,490.34	$0.00	113
$2,490.34	$355.76	$2,490.34	$0.00	114
$2,490.34	$355.76	$2,490.34	$0.00	115
$2,490.34	$355.76	$2,490.34	$0.00	116
$2,490.34	$355.76	$2,490.34	$0.00	117
$2,490.34	$355.76	$2,490.34	$0.00	118
$2,490.34	$355.76	$2,490.34	$0.00	119
$2,490.34	$355.76	$2,490.34	$0.00	120
$2,490.34	$355.76	$2,490.34	$0.00	121
$2,490.34	$355.76	$2,490.34	$0.00	122
$2,490.34	$355.76	$2,490.34	$0.00	123
$2,490.34	$355.76	$2,490.34	$0.00	124
$2,490.34	$355.76	$2,490.34	$0.00	125
$2,490.34	$355.76	$2,490.34	$0.00	126
$2,490.34	$355.76	$2,490.34	$0.00	127
$2,490.34	$355.76	$2,490.34	$0.00	128
$2,490.34	$355.76	$2,490.34	$0.00	129
$2,490.34	$355.76	$2,490.34	$0.00	130
$2,490.34	$355.76	$2,490.34	$0.00	131
$2,490.34	$355.76	$2,490.34	$0.00	132
$2,490.34	$355.76	$2,490.34	$0.00	133
$2,490.34	$355.76	$2,490.34	$0.00	134
$2,490.34	$355.76	$2,490.34	$0.00	135
$2,490.34	$355.76	$2,490.34	$0.00	136
$2,490.34	$355.76	$2,490.34	$0.00	137
$2,490.34	$355.76	$2,490.34	$0.00	138
$2,490.34	$355.76	$2,490.34	$0.00	139
$2,490.34	$355.76	$2,490.34	$0.00	140
$2,490.34	$355.76	$2,490.34	$0.00	141
$2,490.34	$355.76	$2,490.34	$0.00	142
$2,490.34	$355.76	$2,490.34	$0.00	143
$2,490.34	$355.76	$2,490.34	$0.00	144
$2,490.34	$355.76	$2,490.34	$0.00	145
$2,490.34	$355.76	$2,490.34	$0.00	146
$2,490.34	$355.76	$2,490.34	$0.00	147
$2,490.34	$355.76	$2,490.34	$0.00	148
$2,490.34	$355.76	$2,490.34	$0.00	149
$2,490.34	$355.76	$2,490.34	$0.00	150
$2,490.34	$355.76	$2,490.34	$0.00	151
$2,490.34	$355.76	$2,490.34	$0.00	152
$2,490.34	$355.76	$2,490.34	$0.00	153
$2,490.34	$355.76	$2,490.34	$0.00	154
$2,490.34	$355.76	$2,490.34	$0.00	155
$2,490.34	$355.76	$2,490.34	$0.00	156
$2,490.34	$355.76	$2,490.34	$0.00	157
$2,490.34	$355.76	$2,490.34	$0.00	158
$2,490.34	$355.76	$2,490.34	$0.00	159
$2,490.34	$355.76	$2,490.34	$0.00	160
$2,490.34	$355.76	$2,490.34	$0.00	161
$2,490.34	$355.76	$2,490.34	$0.00	162

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$2,490.34	$355.76	$2,490.34	$0.00	163
$2,490.34	$355.76	$2,490.34	$0.00	164
$2,490.34	$355.76	$2,490.34	$0.00	165
$2,490.34	$355.76	$2,490.34	$0.00	166
$2,490.34	$355.76	$2,490.34	$0.00	167
$2,490.34	$355.76	$2,490.34	$0.00	168
$2,490.34	$355.76	$2,490.34	$0.00	169
$2,490.34	$355.76	$2,490.34	$0.00	170
$2,490.34	$355.76	$2,490.34	$0.00	171
$2,490.34	$355.76	$2,490.34	$0.00	172
$2,490.34	$355.76	$2,490.34	$0.00	173
$2,490.34	$355.76	$2,490.34	$0.00	174
$2,490.34	$355.76	$2,490.34	$0.00	175
$2,490.34	$355.76	$2,490.34	$0.00	176
$2,490.34	$355.76	$2,490.34	$0.00	177
$2,490.34	$355.76	$2,490.34	$0.00	178
$2,490.34	$355.76	$2,490.34	$0.00	179
$2,490.34	$355.76	$2,490.34	$0.00	180
$2,490.34	$355.76	$2,490.34	$0.00	181
$2,490.34	$355.76	$2,490.34	$0.00	182
$2,490.34	$355.76	$2,490.34	$0.00	183
$2,490.34	$355.76	$2,490.34	$0.00	184
$2,490.34	$355.76	$2,490.34	$0.00	185
$2,490.34	$355.76	$2,490.34	$0.00	186
$2,490.34	$355.76	$2,490.34	$0.00	187
$2,490.34	$355.76	$2,490.34	$0.00	188
$2,490.34	$355.76	$2,490.34	$0.00	189
$2,490.34	$355.76	$2,490.34	$0.00	190
$2,490.34	$355.76	$2,490.34	$0.00	191
$2,490.34	$355.76	$2,490.34	$0.00	192
$2,490.34	$355.76	$2,490.34	$0.00	193
$2,490.34	$355.76	$2,490.34	$0.00	194
$2,490.34	$355.76	$2,490.34	$0.00	195
$2,490.34	$355.76	$2,490.34	$0.00	196
$2,490.34	$355.76	$2,490.34	$0.00	197
$2,490.34	$355.76	$2,490.34	$0.00	198
$2,490.34	$355.76	$2,490.34	$0.00	199
$2,490.34	$355.76	$2,490.34	$0.00	200
$2,490.34	$355.76	$2,490.34	$0.00	201
$2,490.34	$355.76	$2,490.34	$0.00	202
$2,490.34	$355.76	$2,490.34	$0.00	203
$2,490.34	$355.76	$2,490.34	$0.00	204
$2,490.34	$355.76	$2,490.34	$0.00	205
$2,490.34	$355.76	$2,490.34	$0.00	206
$2,490.34	$355.76	$2,490.34	$0.00	207
$2,490.34	$355.76	$2,490.34	$0.00	208
$2,490.34	$355.76	$2,490.34	$0.00	209
$2,490.34	$355.76	$2,490.34	$0.00	210
$2,490.34	$355.76	$2,490.34	$0.00	211
$2,490.34	$355.76	$2,490.34	$0.00	212
$2,490.34	$355.76	$2,490.34	$0.00	213
$2,490.34	$355.76	$2,490.34	$0.00	214
$2,490.34	$355.76	$2,490.34	$0.00	215
$2,490.34	$355.76	$2,490.34	$0.00	216
$2,490.34	$355.76	$2,490.34	$0.00	217
$2,490.34	$355.76	$2,490.34	$0.00	218

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$2,490.34	$355.76	$2,490.34	$0.00	219
$2,490.34	$355.76	$2,490.34	$0.00	220
$2,490.34	$355.76	$2,490.34	$0.00	221
$2,490.34	$355.76	$2,490.34	$0.00	222
$2,490.34	$355.76	$2,490.34	$0.00	223
$2,490.34	$355.76	$2,490.34	$0.00	224
$2,490.34	$355.76	$2,490.34	$0.00	225
$2,490.34	$355.76	$2,490.34	$0.00	226
$2,490.34	$355.76	$2,490.34	$0.00	227
$2,490.34	$355.76	$2,490.34	$0.00	228
$2,490.34	$355.76	$2,490.34	$0.00	229
$2,490.34	$355.76	$2,490.34	$0.00	230
$2,490.34	$355.76	$2,490.34	$0.00	231
$2,490.34	$355.76	$2,490.34	$0.00	232
$2,490.34	$355.76	$2,490.34	$0.00	233
$2,490.34	$355.76	$2,490.34	$0.00	234
$2,490.34	$355.76	$2,490.34	$0.00	235
$2,490.34	$355.76	$2,490.34	$0.00	236
$2,490.34	$355.76	$2,490.34	$0.00	237
$2,490.34	$355.76	$2,490.34	$0.00	238
$2,490.34	$355.76	$2,490.34	$0.00	239
$2,490.34	$355.76	$2,490.34	$0.00	240
$2,490.34	$355.76	$2,490.34	$0.00	241
$2,490.34	$355.76	$2,490.34	$0.00	242
$2,490.34	$355.76	$2,490.34	$0.00	243
$2,490.34	$355.76	$2,490.34	$0.00	244
$2,490.34	$355.76	$2,490.34	$0.00	245
$2,490.34	$355.76	$2,490.34	$0.00	246
$2,490.34	$355.76	$2,490.34	$0.00	247
$2,490.34	$355.76	$2,490.34	$0.00	248
$2,490.34	$355.76	$2,490.34	$0.00	249
$2,490.34	$355.76	$2,490.34	$0.00	250
$2,490.34	$355.76	$2,490.34	$0.00	251
$2,490.34	$355.76	$2,490.34	$0.00	252
$2,490.34	$355.76	$2,490.34	$0.00	253
$2,490.34	$355.76	$2,490.34	$0.00	254
$2,490.34	$355.76	$2,490.34	$0.00	255
$2,490.34	$355.76	$2,490.34	$0.00	256
$2,490.34	$355.76	$2,490.34	$0.00	257
$2,490.34	$355.76	$2,490.34	$0.00	258
$2,490.34	$355.76	$2,490.34	$0.00	259
$2,490.34	$355.76	$2,490.34	$0.00	260
$2,490.34	$355.76	$2,490.34	$0.00	261
$2,490.34	$355.76	$2,490.34	$0.00	262
$2,490.34	$355.76	$2,490.34	$0.00	263
$2,490.34	$355.76	$2,490.34	$0.00	264
$2,490.34	$355.76	$2,490.34	$0.00	265
$2,490.34	$355.76	$2,490.34	$0.00	266
$2,490.34	$355.76	$2,490.34	$0.00	267
$2,490.34	$355.76	$2,490.34	$0.00	268
$2,490.34	$355.76	$2,490.34	$0.00	269
$2,490.34	$355.76	$2,490.34	$0.00	270
$2,490.34	$355.76	$2,490.34	$0.00	271
$2,490.34	$355.76	$2,490.34	$0.00	272
$2,490.34	$355.76	$2,490.34	$0.00	273
$2,490.34	$355.76	$2,490.34	$0.00	274

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$2,490.34	$355.76	$2,490.34	$0.00	275
$2,490.34	$355.76	$2,490.34	$0.00	276
$2,490.34	$355.76	$2,490.34	$0.00	277
$2,490.34	$355.76	$2,490.34	$0.00	278
$2,490.34	$355.76	$2,490.34	$0.00	279
$2,490.34	$355.76	$2,490.34	$0.00	280
$2,490.34	$355.76	$2,490.34	$0.00	281
$2,490.34	$355.76	$2,490.34	$0.00	282
$2,490.34	$355.76	$2,490.34	$0.00	283
$2,490.34	$355.76	$2,490.34	$0.00	284
$2,490.34	$355.76	$2,490.34	$0.00	285
$2,490.34	$355.76	$2,490.34	$0.00	286
$2,490.34	$355.76	$2,490.34	$0.00	287
$2,490.34	$355.76	$2,490.34	$0.00	288
$2,490.34	$355.76	$2,490.34	$0.00	289
$2,490.34	$355.76	$2,490.34	$0.00	290
$2,490.34	$355.76	$2,490.34	$0.00	291
$2,490.34	$355.76	$2,490.34	$0.00	292
$2,490.34	$355.76	$2,490.34	$0.00	293
$2,490.34	$355.76	$2,490.34	$0.00	294
$2,490.34	$355.76	$2,490.34	$0.00	295
$2,490.34	$355.76	$2,490.34	$0.00	296
$2,490.34	$355.76	$2,490.34	$0.00	297
$2,490.34	$355.76	$2,490.34	$0.00	298
$2,490.34	$355.76	$2,490.34	$0.00	299
$2,490.34	$355.76	$2,490.34	$0.00	300
$2,490.34	$355.76	$2,490.34	$0.00	301
$2,490.34	$355.76	$2,490.34	$0.00	302
$2,490.34	$355.76	$2,490.34	$0.00	303
$2,490.34	$355.76	$2,490.34	$0.00	304
$2,490.34	$355.76	$2,490.34	$0.00	305
$2,490.34	$355.76	$2,490.34	$0.00	306
$2,490.34	$355.76	$2,490.34	$0.00	307
$2,490.34	$355.76	$2,490.34	$0.00	308
$2,490.34	$355.76	$2,490.34	$0.00	309
$2,490.34	$355.76	$2,490.34	$0.00	310
$2,490.34	$355.76	$2,490.34	$0.00	311
$2,490.34	$355.76	$2,490.34	$0.00	312
$2,490.34	$355.76	$2,490.34	$0.00	313
$2,490.34	$355.76	$2,490.34	$0.00	314
$2,490.34	$355.76	$2,490.34	$0.00	315
$2,490.34	$355.76	$2,490.34	$0.00	316
$2,490.34	$355.76	$2,490.34	$0.00	317
$2,490.34	$355.76	$2,490.34	$0.00	318
$2,490.34	$355.76	$2,490.34	$0.00	319
$2,490.34	$355.76	$2,490.34	$0.00	320
$2,490.34	$355.76	$2,490.34	$0.00	321
$2,490.34	$355.76	$2,490.34	$0.00	322
$2,490.34	$355.76	$2,490.34	$0.00	323
$2,490.34	$355.76	$2,490.34	$0.00	324
$2,490.34	$355.76	$2,490.34	$0.00	325
$2,490.34	$355.76	$2,490.34	$0.00	326
$2,490.34	$355.76	$2,490.34	$0.00	327
$2,490.34	$355.76	$2,490.34	$0.00	328
$2,490.34	$355.76	$2,490.34	$0.00	329
$2,490.34	$355.76	$2,490.34	$0.00	330

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$2,490.34	$355.76	$2,490.34	$0.00	331
$2,490.34	$355.76	$2,490.34	$0.00	332
$2,490.34	$355.76	$2,490.34	$0.00	333
$2,490.34	$355.76	$2,490.34	$0.00	334
$2,490.34	$355.76	$2,490.34	$0.00	335
$2,490.34	$355.76	$2,490.34	$0.00	336
$2,490.34	$355.76	$2,490.34	$0.00	337
$2,490.34	$355.76	$2,490.34	$0.00	338
$2,490.34	$355.76	$2,490.34	$0.00	339
$2,490.34	$355.76	$2,490.34	$0.00	340
$2,490.34	$355.76	$2,490.34	$0.00	341
$2,490.34	$355.76	$2,490.34	$0.00	342
$2,490.34	$355.76	$2,490.34	$0.00	343
$2,490.34	$355.76	$2,490.34	$0.00	344
$2,490.34	$355.76	$2,490.34	$0.00	345
$2,490.34	$355.76	$2,490.34	$0.00	346
$2,490.34	$355.76	$2,490.34	$0.00	347
$2,490.34	$355.76	$2,490.34	$0.00	348
$2,490.34	$355.76	$2,490.34	$0.00	349
$2,490.34	$355.76	$2,490.34	$0.00	350
$2,490.34	$355.76	$2,490.34	$0.00	351
$2,490.34	$355.76	$2,490.34	$0.00	352
$2,490.34	$355.76	$2,490.34	$0.00	353
$2,490.34	$355.76	$2,490.34	$0.00	354
$2,490.34	$355.76	$2,490.34	$0.00	355
$2,191.50	$313.07	$2,191.50	$0.00	356
$2,191.50	$313.07	$2,191.50	$0.00	357
$2,191.50	$313.07	$2,191.50	$0.00	358
$2,191.50	$313.07	$2,191.50	$0.00	359
$2,983.42	$426.20	$2,983.42	$0.00	360
$2,983.42	$426.20	$2,983.42	$0.00	361
$2,983.42	$426.20	$2,983.42	$0.00	362
$2,983.42	$426.20	$2,983.42	$0.00	363
$2,983.42	$426.20	$2,983.42	$0.00	364
$2,983.42	$426.20	$2,983.42	$0.00	365
$2,983.42	$426.20	$2,983.42	$0.00	366
$2,983.42	$426.20	$2,983.42	$0.00	367
$2,983.42	$426.20	$2,983.42	$0.00	368
$2,983.42	$426.20	$2,983.42	$0.00	369
$2,983.42	$426.20	$2,983.42	$0.00	370
$2,983.42	$426.20	$2,983.42	$0.00	371
$2,983.42	$426.20	$2,983.42	$0.00	372
$2,983.42	$426.20	$2,983.42	$0.00	373
$2,983.42	$426.20	$2,983.42	$0.00	374
$2,983.42	$426.20	$2,983.42	$0.00	375
$2,983.42	$426.20	$2,983.42	$0.00	376
$2,983.42	$426.20	$2,983.42	$0.00	377
$2,983.42	$426.20	$2,983.42	$0.00	378
$2,983.42	$426.20	$2,983.42	$0.00	379
$2,983.42	$426.20	$2,983.42	$0.00	380
$2,983.42	$426.20	$2,983.42	$0.00	381
$2,983.42	$426.20	$2,983.42	$0.00	382
$2,983.42	$426.20	$2,983.42	$0.00	383
$2,983.42	$426.20	$2,983.42	$0.00	384
$2,983.42	$426.20	$2,983.42	$0.00	385
$2,983.42	$426.20	$2,983.42	$0.00	386

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$2,983.42	$426.20	$2,983.42	$0.00	387
$2,983.42	$426.20	$2,983.42	$0.00	388
$2,983.42	$426.20	$2,983.42	$0.00	389
$2,983.42	$426.20	$2,983.42	$0.00	390
$2,983.42	$426.20	$2,983.42	$0.00	391
$2,983.42	$426.20	$2,983.42	$0.00	392
$2,983.42	$426.20	$2,983.42	$0.00	393
$2,983.42	$426.20	$2,983.42	$0.00	394
$2,983.42	$426.20	$2,983.42	$0.00	395
$2,983.42	$426.20	$2,983.42	$0.00	396
$2,983.42	$426.20	$2,983.42	$0.00	397
$2,983.42	$426.20	$2,983.42	$0.00	398
$2,983.42	$426.20	$2,983.42	$0.00	399
$2,983.42	$426.20	$2,983.42	$0.00	400
$2,983.42	$426.20	$2,983.42	$0.00	401
$2,983.42	$426.20	$2,983.42	$0.00	402
$2,983.42	$426.20	$2,983.42	$0.00	403
$2,983.42	$426.20	$2,983.42	$0.00	404
$2,983.42	$426.20	$2,983.42	$0.00	405
$2,983.42	$426.20	$2,983.42	$0.00	406
$2,983.42	$426.20	$2,983.42	$0.00	407
$2,983.42	$426.20	$2,983.42	$0.00	408
$2,983.42	$426.20	$2,983.42	$0.00	409
$2,983.42	$426.20	$2,983.42	$0.00	410
$2,983.42	$426.20	$2,983.42	$0.00	411
$2,983.42	$426.20	$2,983.42	$0.00	412
$2,983.42	$426.20	$2,983.42	$0.00	413
$2,983.42	$426.20	$2,983.42	$0.00	414
$2,983.42	$426.20	$2,983.42	$0.00	415
$2,983.42	$426.20	$2,983.42	$0.00	416
$2,983.42	$426.20	$2,983.42	$0.00	417
$2,983.42	$426.20	$2,983.42	$0.00	418
$2,983.42	$426.20	$2,983.42	$0.00	419
$2,983.42	$426.20	$2,983.42	$0.00	420
$2,983.42	$426.20	$2,983.42	$0.00	421
$2,983.42	$426.20	$2,983.42	$0.00	422
$2,983.42	$426.20	$2,983.42	$0.00	423
$2,983.42	$426.20	$2,983.42	$0.00	424
$2,983.42	$426.20	$2,983.42	$0.00	425
$2,983.42	$426.20	$2,983.42	$0.00	426
$2,983.42	$426.20	$2,983.42	$0.00	427
$2,983.42	$426.20	$2,983.42	$0.00	428
$2,983.42	$426.20	$2,983.42	$0.00	429
$2,983.42	$426.20	$2,983.42	$0.00	430
$2,983.42	$426.20	$2,983.42	$0.00	431
$2,983.42	$426.20	$2,983.42	$0.00	432
$2,983.42	$426.20	$2,983.42	$0.00	433
$2,983.42	$426.20	$2,983.42	$0.00	434
$2,983.42	$426.20	$2,983.42	$0.00	435
$2,983.42	$426.20	$2,983.42	$0.00	436
$2,983.42	$426.20	$2,983.42	$0.00	437
$2,983.42	$426.20	$2,983.42	$0.00	438
$2,983.42	$426.20	$2,983.42	$0.00	439
$2,983.42	$426.20	$2,983.42	$0.00	440
$2,983.42	$426.20	$2,983.42	$0.00	441
$2,983.42	$426.20	$2,983.42	$0.00	442

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$2,983.42	$426.20	$2,983.42	$0.00	443
$2,983.42	$426.20	$2,983.42	$0.00	444
$2,983.42	$426.20	$2,983.42	$0.00	445
$2,983.42	$426.20	$2,983.42	$0.00	446
$2,983.42	$426.20	$2,983.42	$0.00	447
$2,983.42	$426.20	$2,983.42	$0.00	448
$2,983.42	$426.20	$2,983.42	$0.00	449
$2,983.42	$426.20	$2,983.42	$0.00	450
$2,983.42	$426.20	$2,983.42	$0.00	451
$2,983.42	$426.20	$2,983.42	$0.00	452
$2,983.42	$426.20	$2,983.42	$0.00	453
$2,983.42	$426.20	$2,983.42	$0.00	454
$2,983.42	$426.20	$2,983.42	$0.00	455
$2,983.42	$426.20	$2,983.42	$0.00	456
$2,983.42	$426.20	$2,983.42	$0.00	457
$2,983.42	$426.20	$2,983.42	$0.00	458
$2,983.42	$426.20	$2,983.42	$0.00	459
$2,983.42	$426.20	$2,983.42	$0.00	460
$2,983.42	$426.20	$2,983.42	$0.00	461
$2,983.42	$426.20	$2,983.42	$0.00	462
$2,983.42	$426.20	$2,983.42	$0.00	463
$2,983.42	$426.20	$2,983.42	$0.00	464
$2,983.42	$426.20	$2,983.42	$0.00	465
$2,983.42	$426.20	$2,983.42	$0.00	466
$2,983.42	$426.20	$2,983.42	$0.00	467
$2,983.42	$426.20	$2,983.42	$0.00	468
$2,983.42	$426.20	$2,983.42	$0.00	469
$2,983.42	$426.20	$2,983.42	$0.00	470
$2,983.42	$426.20	$2,983.42	$0.00	471
$2,983.42	$426.20	$2,983.42	$0.00	472
$2,983.42	$426.20	$2,983.42	$0.00	473
$2,983.42	$426.20	$2,983.42	$0.00	474
$2,983.42	$426.20	$2,983.42	$0.00	475
$2,983.42	$426.20	$2,983.42	$0.00	476
$2,983.42	$426.20	$2,983.42	$0.00	477
$2,983.42	$426.20	$2,983.42	$0.00	478
$2,983.42	$426.20	$2,983.42	$0.00	479
$2,983.42	$426.20	$2,983.42	$0.00	480
$2,983.42	$426.20	$2,983.42	$0.00	481
$2,983.42	$426.20	$2,983.42	$0.00	482
$2,983.42	$426.20	$2,983.42	$0.00	483
$2,983.42	$426.20	$2,983.42	$0.00	484
$9,244.13	$1,848.83	$9,244.13	$0.00	485
$1,262,555.11		**excided life**	-$140,283.90	

$2,318.52	$331.22	$2,318.52	$0.00	486
$2,318.52	$331.22	$2,318.52	$0.00	487
$2,318.52	$331.22	$2,318.52	$0.00	488
$2,318.52	$331.22	$2,318.52	$0.00	489
$2,318.52	$331.22	$2,318.52	$0.00	490
$2,318.52	$331.22	$2,318.52	$0.00	491
$2,318.52	$331.22	$2,318.52	$0.00	492
$2,318.52	$331.22	$2,318.52	$0.00	493
$2,318.52	$331.22	$2,318.52	$0.00	494
$2,318.52	$331.22	$2,318.52	$0.00	495

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$2,318.52	$331.22	$2,318.52	$0.00	496
$2,318.52	$331.22	$2,318.52	$0.00	497
$2,318.52	$331.22	$2,318.52	$0.00	498
$2,318.52	$331.22	$2,318.52	$0.00	499
$2,318.52	$331.22	$2,318.52	$0.00	500
$2,318.52	$331.22	$2,318.52	$0.00	501
$2,318.52	$331.22	$2,318.52	$0.00	502
$2,318.52	$331.22	$2,318.52	$0.00	503
$2,318.52	$331.22	$2,318.52	$0.00	504
$2,318.52	$331.22	$2,318.52	$0.00	505
$2,318.52	$331.22	$2,318.52	$0.00	506
$2,318.52	$331.22	$2,318.52	$0.00	507
$2,318.52	$331.22	$2,318.52	$0.00	508
$2,318.52	$331.22	$2,318.52	$0.00	509
$2,318.52	$331.22	$2,318.52	$0.00	510
$2,318.52	$331.22	$2,318.52	$0.00	511
$2,318.52	$331.22	$2,318.52	$0.00	512
$2,318.52	$331.22	$2,318.52	$0.00	513
$2,318.52	$331.22	$2,318.52	$0.00	514
$2,318.52	$331.22	$2,318.52	$0.00	515
$2,318.52	$331.22	$2,318.52	$0.00	516
$2,318.52	$331.22	$2,318.52	$0.00	517
$2,318.52	$331.22	$2,318.52	$0.00	518
$2,318.52	$331.22	$2,318.52	$0.00	519
$2,318.52	$331.22	$2,318.52	$0.00	520
$2,318.52	$331.22	$2,318.52	$0.00	521
$2,318.52	$331.22	$2,318.52	$0.00	522
$2,318.52	$331.22	$2,318.52	$0.00	523
$2,318.52	$331.22	$2,318.52	$0.00	524
$2,318.52	$331.22	$2,318.52	$0.00	525
$2,318.52	$331.22	$2,318.52	$0.00	526
$2,318.52	$331.22	$2,318.52	$0.00	527
$2,318.52	$331.22	$2,318.52	$0.00	528
$2,318.52	$331.22	$2,318.52	$0.00	529
$2,318.52	$331.22	$2,318.52	$0.00	530
$2,318.52	$331.22	$2,318.52	$0.00	531
$2,318.52	$331.22	$2,318.52	$0.00	532
$2,318.52	$331.22	$2,318.52	$0.00	533
$2,318.52	$331.22	$2,318.52	$0.00	534
$2,318.52	$331.22	$2,318.52	$0.00	535
$2,318.52	$331.22	$2,318.52	$0.00	536
$2,318.52	$331.22	$2,318.52	$0.00	537
$2,318.52	$331.22	$2,318.52	$0.00	538
$2,318.52	$331.22	$2,318.52	$0.00	539
$2,318.52	$331.22	$2,318.52	$0.00	540
$2,318.52	$331.22	$2,318.52	$0.00	541
$2,318.52	$331.22	$2,318.52	$0.00	542
$2,318.52	$331.22	$2,318.52	$0.00	543
$2,318.52	$331.22	$2,318.52	$0.00	544
$2,318.52	$331.22	$2,318.52	$0.00	545
$2,318.52	$331.22	$2,318.52	$0.00	546
$2,318.52	$331.22	$2,318.52	$0.00	547
$2,318.52	$331.22	$2,318.52	$0.00	548
$2,318.52	$331.22	$2,318.52	$0.00	549
$2,318.52	$331.22	$2,318.52	$0.00	550
$2,318.52	$331.22	$2,318.52	$0.00	551

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$2,318.52	$331.22	$2,318.52	$0.00	552
$2,318.52	$331.22	$2,318.52	$0.00	553
$2,318.52	$331.22	$2,318.52	$0.00	554
$2,318.52	$331.22	$2,318.52	$0.00	555
$2,318.52	$331.22	$2,318.52	$0.00	556
$2,318.52	$331.22	$2,318.52	$0.00	557
$2,318.52	$331.22	$2,318.52	$0.00	558
$2,318.52	$331.22	$2,318.52	$0.00	559
$2,318.52	$331.22	$2,318.52	$0.00	560
$2,318.52	$331.22	$2,318.52	$0.00	561
$2,318.52	$331.22	$2,318.52	$0.00	562
$2,318.52	$331.22	$2,318.52	$0.00	563
$2,318.52	$331.22	$2,318.52	$0.00	564
$2,318.52	$331.22	$2,318.52	$0.00	565
$2,777.58	$396.80	$2,777.58	$0.00	566
$2,777.58	$396.80	$2,777.58	$0.00	567
$2,777.58	$396.80	$2,777.58	$0.00	568
$2,777.58	$396.80	$2,777.58	$0.00	569
$2,777.58	$396.80	$2,777.58	$0.00	570
$2,777.58	$396.80	$2,777.58	$0.00	571
$2,777.58	$396.80	$2,777.58	$0.00	572
$2,777.58	$396.80	$2,777.58	$0.00	573
$2,777.58	$396.80	$2,777.58	$0.00	574
$2,777.58	$396.80	$2,777.58	$0.00	575
$2,777.58	$396.80	$2,777.58	$0.00	576
$2,777.58	$396.80	$2,777.58	$0.00	577
$2,777.58	$396.80	$2,777.58	$0.00	578
$2,777.58	$396.80	$2,777.58	$0.00	579
$2,777.58	$396.80	$2,777.58	$0.00	580
$2,777.58	$396.80	$2,777.58	$0.00	581
$2,777.58	$396.80	$2,777.58	$0.00	582
$2,777.58	$396.80	$2,777.58	$0.00	583
$2,777.58	$396.80	$2,777.58	$0.00	584
$2,777.58	$396.80	$2,777.58	$0.00	585
$2,777.58	$396.80	$2,777.58	$0.00	586
$2,777.58	$396.80	$2,777.58	$0.00	587
$2,777.58	$396.80	$2,777.58	$0.00	588
$2,777.58	$396.80	$2,777.58	$0.00	589
$2,777.58	$396.80	$2,777.58	$0.00	590
$2,777.58	$396.80	$2,777.58	$0.00	591
$2,777.58	$396.80	$2,777.58	$0.00	592
$2,777.58	$396.80	$2,777.58	$0.00	593
$2,777.58	$396.80	$2,777.58	$0.00	594
$2,777.58	$396.80	$2,777.58	$0.00	595
$2,777.58	$396.80	$2,777.58	$0.00	596
$2,777.58	$396.80	$2,777.58	$0.00	597
$2,777.58	$396.80	$2,777.58	$0.00	598
$2,777.58	$396.80	$2,777.58	$0.00	599
$2,040.29	$291.47	$2,040.29	$0.00	600
$2,040.29	$291.47	$2,040.29	$0.00	601
$3,241.29	$463.04	$3,241.29	$0.00	602
$35,704.97	$5,100.71	$35,704.97	$0.00	603
$3,393.00	$484.71	$3,393.00	$0.00	604
$3,393.00	$484.71	$3,393.00	$0.00	605
$3,393.00	$484.71	$3,393.00	$0.00	606
$3,393.00	$484.71	$3,393.00	$0.00	607

Prepared By: Omar Salinas
Requested By: Yvonne Ramon
2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$3,393.00	$484.71	$3,393.00	$0.00	608
$3,393.00	$484.71	$3,393.00	$0.00	609
$3,393.00	$484.71	$3,393.00	$0.00	610
$3,393.00	$484.71	$3,393.00	$0.00	611
$3,393.00	$484.71	$3,393.00	$0.00	612
$3,393.00	$484.71	$3,393.00	$0.00	613
$3,393.00	$484.71	$3,393.00	$0.00	614
$3,393.00	$484.71	$3,393.00	$0.00	615
$3,393.00	$484.71	$3,393.00	$0.00	616
$3,393.00	$484.71	$3,393.00	$0.00	617
$3,393.00	$484.71	$3,393.00	$0.00	618
$3,393.00	$484.71	$3,393.00	$0.00	619
$3,393.00	$484.71	$3,393.00	$0.00	620
$3,393.00	$484.71	$3,393.00	$0.00	621
$3,393.00	$484.71	$3,393.00	$0.00	622
$3,393.00	$484.71	$3,393.00	$0.00	623
$3,393.00	$484.71	$3,393.00	$0.00	624
$3,393.00	$484.71	$3,393.00	$0.00	625
$3,393.00	$484.71	$3,393.00	$0.00	626
$3,393.00	$484.71	$3,393.00	$0.00	627
$3,393.00	$484.71	$3,393.00	$0.00	628
$3,393.00	$484.71	$3,393.00	$0.00	629
$3,393.00	$484.71	$3,393.00	$0.00	630
$3,393.00	$484.71	$3,393.00	$0.00	631
$3,393.00	$484.71	$3,393.00	$0.00	632
$3,393.00	$484.71	$3,393.00	$0.00	633
$424,735.92		**exceeded life**	-$47,192.88	

$12,852.00	$2,570.40	$12,852.00	$0.00	634
$1,800.00	$360.00	$1,800.00	$0.00	635
$900.00	$180.00	$900.00	$0.00	636
$2,250.00	$450.00	$2,250.00	$0.00	637
$9,000.00	$1,800.00	$9,000.00	$0.00	638
$2,250.00	$450.00	$2,250.00	$0.00	639
$29,052.00		**exceeded life**	-$3,228.00	

$2,785.50	$397.93	$2,785.50	$0.00	640
$2,785.50	$397.93	$2,785.50	$0.00	641
$2,785.50	$397.93	$2,785.50	$0.00	642
$2,785.50	$397.93	$2,785.50	$0.00	643
$2,785.50	$397.93	$2,785.50	$0.00	644
$2,785.50	$397.93	$2,785.50	$0.00	645
$2,785.50	$397.93	$2,785.50	$0.00	646
$2,785.50	$397.93	$2,785.50	$0.00	647
$2,785.50	$397.93	$2,785.50	$0.00	648
$2,785.50	$397.93	$2,785.50	$0.00	649
$2,785.50	$397.93	$2,785.50	$0.00	650
$2,785.50	$397.93	$2,785.50	$0.00	651
$2,785.50	$397.93	$2,785.50	$0.00	652
$2,785.50	$397.93	$2,785.50	$0.00	653
$2,785.50	$397.93	$2,785.50	$0.00	654
$41,782.50		**exceeded life**	-$4,642.50	

$2,299.50	$328.50	$2,299.50	$0.00	655

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$2,299.50	$328.50	$2,299.50	$0.00	656
$2,299.50	$328.50	$2,299.50	$0.00	657
$2,299.50	$328.50	$2,299.50	$0.00	658
$2,299.50	$328.50	$2,299.50	$0.00	659
$2,299.50	$328.50	$2,299.50	$0.00	660
$2,299.50	$328.50	$2,299.50	$0.00	661
$2,299.50	$328.50	$2,299.50	$0.00	662
$2,299.50	$328.50	$2,299.50	$0.00	663
$2,299.50	$328.50	$2,299.50	$0.00	664
$2,299.50	$328.50	$2,299.50	$0.00	665
$2,299.50	$328.50	$2,299.50	$0.00	666
$2,299.50	$328.50	$2,299.50	$0.00	667
$2,299.50	$328.50	$2,299.50	$0.00	668
$2,299.50	$328.50	$2,299.50	$0.00	669
$2,299.50	$328.50	$2,299.50	$0.00	670
$2,299.50	$328.50	$2,299.50	$0.00	671
$2,299.50	$328.50	$2,299.50	$0.00	672
$2,299.50	$328.50	$2,299.50	$0.00	673
$2,299.50	$328.50	$2,299.50	$0.00	674
$2,745.00	$392.14	$2,745.00	$0.00	675
$2,745.00	$392.14	$2,745.00	$0.00	676
$2,745.00	$392.14	$2,745.00	$0.00	677
$2,745.00	$392.14	$2,745.00	$0.00	678
$2,745.00	$392.14	$2,745.00	$0.00	679
$2,745.00	$392.14	$2,745.00	$0.00	680
$2,745.00	$392.14	$2,745.00	$0.00	681
$2,745.00	$392.14	$2,745.00	$0.00	682
$2,745.00	$392.14	$2,745.00	$0.00	683
$2,745.00	$392.14	$2,745.00	$0.00	684
$2,745.00	$392.14	$2,745.00	$0.00	685
$2,745.00	$392.14	$2,745.00	$0.00	686
$2,745.00	$392.14	$2,745.00	$0.00	687
$2,745.00	$392.14	$2,745.00	$0.00	688
$2,745.00	$392.14	$2,745.00	$0.00	689
$2,745.00	$392.14	$2,745.00	$0.00	690
$2,745.00	$392.14	$2,745.00	$0.00	691
$2,745.00	$392.14	$2,745.00	$0.00	692
$2,745.00	$392.14	$2,745.00	$0.00	693
$2,745.00	$392.14	$2,745.00	$0.00	694
$2,745.00	$392.14	$2,745.00	$0.00	695
$2,745.00	$392.14	$2,745.00	$0.00	696
$2,745.00	$392.14	$2,745.00	$0.00	697
$2,745.00	$392.14	$2,745.00	$0.00	698
$2,745.00	$392.14	$2,745.00	$0.00	699
$2,745.00	$392.14	$2,745.00	$0.00	700
$2,745.00	$392.14	$2,745.00	$0.00	701
$2,745.00	$392.14	$2,745.00	$0.00	702
$2,745.00	$392.14	$2,745.00	$0.00	703
$2,745.00	$392.14	$2,745.00	$0.00	704
$2,745.00	$392.14	$2,745.00	$0.00	705
$2,745.00	$392.14	$2,745.00	$0.00	706
$2,745.00	$392.14	$2,745.00	$0.00	707
$2,745.00	$392.14	$2,745.00	$0.00	708
$2,745.00	$392.14	$2,745.00	$0.00	709
$2,745.00	$392.14	$2,745.00	$0.00	710
$2,745.00	$392.14	$2,745.00	$0.00	711

Prepared By: Omar Salinas
Requested By: Yvonne Ramon
2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$2,745.00	$392.14	$2,745.00	$0.00	712
$2,745.00	$392.14	$2,745.00	$0.00	713
$2,745.00	$392.14	$2,745.00	$0.00	714
$2,745.00	$392.14	$2,745.00	$0.00	715
$2,745.00	$392.14	$2,745.00	$0.00	716
$2,745.00	$392.14	$2,745.00	$0.00	717
$2,745.00	$392.14	$2,745.00	$0.00	718
$2,745.00	$392.14	$2,745.00	$0.00	719
$2,745.00	$392.14	$2,745.00	$0.00	720
$2,745.00	$392.14	$2,745.00	$0.00	721
$2,745.00	$392.14	$2,745.00	$0.00	722
$2,745.00	$392.14	$2,745.00	$0.00	723
$2,745.00	$392.14	$2,745.00	$0.00	724
$183,240.00		**exceeded life**	-$20,360.00	

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$4,207.50	$701.25	$4,207.50	$0.00	725
$4,207.50		**exceeded life**	-$467.50	

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$1,549.39	$221.34	$1,549.39	$0.00	726
$1,549.39	$221.34	$1,549.39	$0.00	727
$1,549.39	$221.34	$1,549.39	$0.00	728
$1,549.39	$221.34	$1,549.39	$0.00	729
$1,549.39	$221.34	$1,549.39	$0.00	730
$1,549.39	$221.34	$1,549.39	$0.00	731
$1,549.39	$221.34	$1,549.39	$0.00	732
$1,549.39	$221.34	$1,549.39	$0.00	733
$1,549.39	$221.34	$1,549.39	$0.00	734
$1,549.39	$221.34	$1,549.39	$0.00	735
$1,549.39	$221.34	$1,549.39	$0.00	736
$1,549.39	$221.34	$1,549.39	$0.00	737
$1,549.39	$221.34	$1,549.39	$0.00	738
$1,549.39	$221.34	$1,549.39	$0.00	739
$1,549.39	$221.34	$1,549.39	$0.00	740
$1,549.39	$221.34	$1,549.39	$0.00	741
$1,549.39	$221.34	$1,549.39	$0.00	742
$1,549.39	$221.34	$1,549.39	$0.00	743
$1,549.39	$221.34	$1,549.39	$0.00	744
$1,549.39	$221.34	$1,549.39	$0.00	745
$1,549.39	$221.34	$1,549.39	$0.00	746
$1,549.39	$221.34	$1,549.39	$0.00	747
$1,549.39	$221.34	$1,549.39	$0.00	748
$1,549.39	$221.34	$1,549.39	$0.00	749
$1,549.39	$221.34	$1,549.39	$0.00	750
$1,549.38	$221.34	$1,549.38	$0.00	751
$1,549.38	$221.34	$1,549.38	$0.00	752
$1,549.38	$221.34	$1,549.38	$0.00	753
$1,549.38	$221.34	$1,549.38	$0.00	754
$1,549.38	$221.34	$1,549.38	$0.00	755
$1,549.38	$221.34	$1,549.38	$0.00	756

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$1,549.38	$221.34	$1,549.38	$0.00	757
$1,549.38	$221.34	$1,549.38	$0.00	758
$1,549.38	$221.34	$1,549.38	$0.00	759
$1,549.38	$221.34	$1,549.38	$0.00	760
$1,457.96	$208.28	$1,457.96	$0.00	761
$1,457.96	$208.28	$1,457.96	$0.00	762
$1,457.96	$208.28	$1,457.96	$0.00	763
$1,457.96	$208.28	$1,457.96	$0.00	764
$1,457.96	$208.28	$1,457.96	$0.00	765
$1,457.96	$208.28	$1,457.96	$0.00	766
$1,457.96	$208.28	$1,457.96	$0.00	767
$1,457.96	$208.28	$1,457.96	$0.00	768
$1,457.96	$208.28	$1,457.96	$0.00	769
$1,457.96	$208.28	$1,457.96	$0.00	770
$1,457.96	$208.28	$1,457.96	$0.00	771
$1,457.96	$208.28	$1,457.96	$0.00	772
$1,457.96	$208.28	$1,457.96	$0.00	773
$1,457.96	$208.28	$1,457.96	$0.00	774
$1,457.96	$208.28	$1,457.96	$0.00	775
$1,457.96	$208.28	$1,457.96	$0.00	776
$1,457.96	$208.28	$1,457.96	$0.00	777
$1,457.96	$208.28	$1,457.96	$0.00	778
$1,457.96	$208.28	$1,457.96	$0.00	779
$1,457.96	$208.28	$1,457.96	$0.00	780
$1,457.96	$208.28	$1,457.96	$0.00	781
$1,457.96	$208.28	$1,457.96	$0.00	782
$1,457.96	$208.28	$1,457.96	$0.00	783
$1,457.96	$208.28	$1,457.96	$0.00	784
$1,457.96	$208.28	$1,457.96	$0.00	785
$1,457.96	$208.28	$1,457.96	$0.00	786
$1,457.96	$208.28	$1,457.96	$0.00	787
$1,457.96	$208.28	$1,457.96	$0.00	788
$1,457.96	$208.28	$1,457.96	$0.00	789
$1,457.96	$208.28	$1,457.96	$0.00	790
$1,457.96	$208.28	$1,457.96	$0.00	791
$1,457.96	$208.28	$1,457.96	$0.00	792
$1,457.96	$208.28	$1,457.96	$0.00	793
$1,457.96	$208.28	$1,457.96	$0.00	794
$1,457.96	$208.28	$1,457.96	$0.00	795
$1,457.96	$208.28	$1,457.96	$0.00	796
$1,457.96	$208.28	$1,457.96	$0.00	797
$1,457.96	$208.28	$1,457.96	$0.00	798
$1,457.96	$208.28	$1,457.96	$0.00	799
$1,457.96	$208.28	$1,457.96	$0.00	800
$1,457.96	$208.28	$1,457.96	$0.00	801
$1,457.96	$208.28	$1,457.96	$0.00	802
$1,457.96	$208.28	$1,457.96	$0.00	803
$1,457.96	$208.28	$1,457.96	$0.00	804
$1,457.96	$208.28	$1,457.96	$0.00	805
$1,457.96	$208.28	$1,457.96	$0.00	806
$1,457.96	$208.28	$1,457.96	$0.00	807
$1,457.96	$208.28	$1,457.96	$0.00	808
$1,457.96	$208.28	$1,457.96	$0.00	809
$1,457.96	$208.28	$1,457.96	$0.00	810
$1,457.96	$208.28	$1,457.96	$0.00	811
$1,457.96	$208.28	$1,457.96	$0.00	812

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

2/7/2017

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value	
$1,457.96	$208.28	$1,457.96	$0.00	813
$1,457.96	$208.28	$1,457.96	$0.00	814
$1,457.96	$208.28	$1,457.96	$0.00	815
$1,457.96	$208.28	$1,457.96	$0.00	816
$1,457.96	$208.28	$1,457.96	$0.00	817
$1,457.96	$208.28	$1,457.96	$0.00	818
$1,457.96	$208.28	$1,457.96	$0.00	819
$1,457.96	$208.28	$1,457.96	$0.00	820
$1,457.96	$208.28	$1,457.96	$0.00	821
$1,457.96	$208.28	$1,457.96	$0.00	822
$1,457.96	$208.28	$1,457.96	$0.00	823
$1,457.96	$208.28	$1,457.96	$0.00	824
$1,457.96	$208.28	$1,457.96	$0.00	825
$1,457.96	$208.28	$1,457.96	$0.00	826
$1,457.96	$208.28	$1,457.96	$0.00	827
$1,457.96	$208.28	$1,457.96	$0.00	828
$1,457.96	$208.28	$1,457.96	$0.00	829
$1,457.96	$208.28	$1,457.96	$0.00	830
$1,457.96	$208.28	$1,457.96	$0.00	831
$1,457.96	$208.28	$1,457.96	$0.00	832
$1,457.96	$208.28	$1,457.96	$0.00	833
$1,457.96	$208.28	$1,457.96	$0.00	834
$1,457.96	$208.28	$1,457.96	$0.00	835
$1,457.96	$208.28	$1,457.96	$0.00	836
$1,457.96	$208.28	$1,457.96	$0.00	837
$1,457.96	$208.28	$1,457.96	$0.00	838
$1,457.96	$208.28	$1,457.96	$0.00	839
$1,457.96	$208.28	$1,457.96	$0.00	840
$1,457.96	$208.28	$1,457.96	$0.00	841
$1,457.96	$208.28	$1,457.96	$0.00	842
$1,457.96	$208.28	$1,457.96	$0.00	843
$1,457.96	$208.28	$1,457.96	$0.00	844
$1,457.96	$208.28	$1,457.96	$0.00	845
$178,155.36			$19,795.04	

RECEIVED JUN 14 2017

POSTED

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-226

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
11	15" IVOTRONIC VOTING UNIT	44760	V5138900	F
12	15" IVOTRONIC VOTING UNIT	44761	V5132366	F
13	15" IVOTRONIC VOTING UNIT	44762	V5138254	F
14	15" IVOTRONIC VOTING UNIT	44763	V5133055	F
15	15" IVOTRONIC VOTING UNIT	44764	V5138742	F
16	15" IVOTRONIC VOTING UNIT	44765	V5138165	F
17	15" IVOTRONIC VOTING UNIT	44766	V5138903	F
18	15" IVOTRONIC VOTING UNIT	44767	V5138816	F
19	15" IVOTRONIC VOTING UNIT	44768	V5134803	F
20	15" IVOTRONIC VOTING UNIT	44769	V5133707	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-227

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
21	15" IVOTRONIC VOTING UNIT	44770	V5134501	F
22	15" IVOTRONIC VOTING UNIT	44771	V5136071	F
23	15" IVOTRONIC VOTING UNIT	44772	V5132879	F
24	15" IVOTRONIC VOTING UNIT	44773	V5137782	F
25	15" IVOTRONIC VOTING UNIT	44774	V5134360	F
26	15" IVOTRONIC VOTING UNIT	44775	V5138093	F
27	15" IVOTRONIC VOTING UNIT	44776	V5133109	F
28	15" IVOTRONIC VOTING UNIT	44777	V5132809	F
29	15" IVOTRONIC VOTING UNIT	44778	V5133678	F
30	15" IVOTRONIC VOTING UNIT	44779	V5138307	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

EFFECTIVE DATE 03/01/13

RECEIVED
JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-228

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
31	15" IVOTRONIC VOTING UNIT	44780	V5138275	F
32	15" IVOTRONIC VOTING UNIT	44781	V5138042	F
33	15" IVOTRONIC VOTING UNIT	44782	V5138714	F
34	15" IVOTRONIC VOTING UNIT	44783	V5132977	F
35	15" IVOTRONIC VOTING UNIT	44784	V5133747	F
36	15" IVOTRONIC VOTING UNIT	44785	V5133838	F
37	15" IVOTRONIC VOTING UNIT	44786	V5138088	F
38	15" IVOTRONIC VOTING UNIT	44787	V5124639	F
39	15" IVOTRONIC VOTING UNIT	44788	V5133763	F
40	15" IVOTRONIC VOTING UNIT	44789	V5138654	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-14-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-229

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
41	15" IVOTRONIC VOTING UNIT	44790	V5135898	F
42	15" IVOTRONIC VOTING UNIT	44791	V5122800	F
43	15" IVOTRONIC VOTING UNIT	44792	V5138739	F
44	15" IVOTRONIC VOTING UNIT	44793	V5138668	F
45	15" IVOTRONIC VOTING UNIT	44794	V5133130	F
46	15" IVOTRONIC VOTING UNIT	44795	V5132462	F
47	15" IVOTRONIC VOTING UNIT	44796	V5138204	F
48	15" IVOTRONIC VOTING UNIT	44797	V5131823	F
49	15" IVOTRONIC VOTING UNIT	44798	V5134744	F
50	15" IVOTRONIC VOTING UNIT	44799	V5136423	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-230

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

RECEIVED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
51	15" IVOTRONIC VOTING UNIT	44800	V5133075	F
52	15" IVOTRONIC VOTING UNIT	44801	V5119933	F
53	15" IVOTRONIC VOTING UNIT	44802	V5133114	F
54	15" IVOTRONIC VOTING UNIT	44803	V5125638	F
55	15" IVOTRONIC VOTING UNIT	44804	V5138260	F
56	15" IVOTRONIC VOTING UNIT	44805	V5132088	F
57	15" IVOTRONIC VOTING UNIT	44806	V5133616	F
58	15" IVOTRONIC VOTING UNIT	44807	V5133045	F
59	15" IVOTRONIC VOTING UNIT	44808	V5120159	F
60	15" IVOTRONIC VOTING UNIT	44809	V5131542	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	CN	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-231

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

Processed

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
61	15" IVOTRONIC VOTING UNIT	44810	V5132493	F
62	15" IVOTRONIC VOTING UNIT	44811	V5133026	F
63	15" IVOTRONIC VOTING UNIT	44812	V5138381	F
64	15" IVOTRONIC VOTING UNIT	44813	V5122986	F
65	15" IVOTRONIC VOTING UNIT	44814	V5133797	F
66	15" IVOTRONIC VOTING UNIT	44815	V5122753	F
67	15" IVOTRONIC VOTING UNIT	44816	V5137905	F
68	15" IVOTRONIC VOTING UNIT	44817	V5135324	F
69	15" IVOTRONIC VOTING UNIT	44818	V5122105	F
70	15" IVOTRONIC VOTING UNIT	44819	V5124929	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED
JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-232

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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Passed ID

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
71	15" IVOTRONIC VOTING UNIT	44820	V5119959	F
72	15" IVOTRONIC VOTING UNIT	44821	V5121690	F
73	15" IVOTRONIC VOTING UNIT	44822	V5134365	F
74	15" IVOTRONIC VOTING UNIT	44823	V5133660	F
75	15" IVOTRONIC VOTING UNIT	44824	V5127785	F
76	15" IVOTRONIC VOTING UNIT	44825	V5138369	F
77	15" IVOTRONIC VOTING UNIT	44826	V5115263	F
78	15" IVOTRONIC VOTING UNIT	44827	V5134120	F
79	15" IVOTRONIC VOTING UNIT	44828	V5128825	F
80	15" IVOTRONIC VOTING UNIT	44829	V5133352	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED
JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-233

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
81	15" IVOTRONIC VOTING UNIT	44830	V5128374	F
82	15" IVOTRONIC VOTING UNIT	44831	V5133112	F
83	15" IVOTRONIC VOTING UNIT	44832	V5124139	F
84	15" IVOTRONIC VOTING UNIT	44833	V5104078-C	F
85	15" IVOTRONIC VOTING UNIT	44834	V5133460	F
86	15" IVOTRONIC VOTING UNIT	44835	V5110450-C	F
87	15" IVOTRONIC VOTING UNIT	44836	V5118028	F
88	15" IVOTRONIC VOTING UNIT	44837	V5121800	F
89	15" IVOTRONIC VOTING UNIT	44838	V5132467	F
90	15" IVOTRONIC VOTING UNIT	44839	V5125487	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 14 2017

POSTED

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-234

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
91	15" IVOTRONIC VOTING UNIT	44840	V5132219	F
92	15" IVOTRONIC VOTING UNIT	44841	V5137953	F
93	15" IVOTRONIC VOTING UNIT	44842	V5133782	F
94	15" IVOTRONIC VOTING UNIT	44843	V5133216	F
95	15" IVOTRONIC VOTING UNIT	44844	V5124815	F
96	15" IVOTRONIC VOTING UNIT	44845	V5123165	F
97	15" IVOTRONIC VOTING UNIT	44846	V5125284	F
98	15" IVOTRONIC VOTING UNIT	44847	V5133189	F
99	15" IVOTRONIC VOTING UNIT	44848	V5127881	F
100	15" IVOTRONIC VOTING UNIT	44849	V5122965	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-235

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

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Posted

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
101	15" IVOTRONIC VOTING UNIT	44850	V5138017	F
102	15" IVOTRONIC VOTING UNIT	44851	V5138759	F
103	15" IVOTRONIC VOTING UNIT	44852	v5133650	F
104	15" IVOTRONIC VOTING UNIT	44853	v5132620	F
105	15" IVOTRONIC VOTING UNIT	44854	v5133914	F
106	15" IVOTRONIC VOTING UNIT	44855	v5137869	F
107	15" IVOTRONIC VOTING UNIT	44856	v5138273	F
108	15" IVOTRONIC VOTING UNIT	44857	v5130960	F
109	15" IVOTRONIC VOTING UNIT	44858	V5126457	F
110	15" IVOTRONIC VOTING UNIT	44859	V5128642	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
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RECEIVED JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-236

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

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RECEIVED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
111	15" IVOTRONIC VOTING UNIT	44860	V5133349	F
112	15" IVOTRONIC VOTING UNIT	44861	V5122462	F
113	15" IVOTRONIC VOTING UNIT	44862	V5133939	F
114	15" IVOTRONIC VOTING UNIT	44863	V5134718	F
115	15" IVOTRONIC VOTING UNIT	44864	V5136732	F
116	15" IVOTRONIC VOTING UNIT	44865	V5133177	F
117	15" IVOTRONIC VOTING UNIT	44866	V5134800	F
118	15" IVOTRONIC VOTING UNIT	44867	V5134706	F
119	15" IVOTRONIC VOTING UNIT	44868	V5134645	F
120	15" IVOTRONIC VOTING UNIT	44869	V5134526	F

FIXED ASSET DIVISION USE ONLY

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DEPT.

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-237

CONTACT INFORMATION:

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SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

PROCESSED

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
121	15" IVOTRONIC VOTING UNIT	44870	V5134634	F
122	15" IVOTRONIC VOTING UNIT	44871	V5138250	F
123	15" IVOTRONIC VOTING UNIT	44872	V5134726	F
124	15" IVOTRONIC VOTING UNIT	44873	V5138239	F
125	15" IVOTRONIC VOTING UNIT	44874	V5118428	F
126	15" IVOTRONIC VOTING UNIT	44875	V5132486	F
127	15" IVOTRONIC VOTING UNIT	44876	V5129835	F
128	15" IVOTRONIC VOTING UNIT	44877	V5131535	F
129	15" IVOTRONIC VOTING UNIT	44878	V5133382	F
130	15" IVOTRONIC VOTING UNIT	44879	V5132901	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CM	
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 14 2017

POSTED

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-238

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
131	15" IVOTRONIC VOTING UNIT	44880	V5122834	F
132	15" IVOTRONIC VOTING UNIT	44881	V5133383	F
133	15" IVOTRONIC VOTING UNIT	44882	V5133476	F
134	15" IVOTRONIC VOTING UNIT	44883	V5118177	F
135	15" IVOTRONIC VOTING UNIT	44884	V5104504-C	F
136	15" IVOTRONIC VOTING UNIT	44885	V5103278-C	F
137	15" IVOTRONIC VOTING UNIT	44886	V5123241	F
138	15" IVOTRONIC VOTING UNIT	44887	V5130318	F
139	15" IVOTRONIC VOTING UNIT	44888	V5120568	F
140	15" IVOTRONIC VOTING UNIT	44889	V5125920	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-239

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	ES&S 550 OMR BALLOT SCANNER SYSTEM	35584	285238	F
2	HAVA-BALLOT ON DEMAND SOFTWARE	43843	SOFTWARE	F
3	ELECTION DATA MANAGER SOFTWARE	43844	SOFTWARE	F
4	I VOTRONIC IMAGE MANAGER SOFTWARE	43845	SOFTWARE	F
5	HARDWARE PROGRAMMING MGR SOFTWARE	43846	SOFTWARE	F
6	15" IVOTRONIC VOTING UNIT	44755	V5134644	F
7	15" IVOTRONIC VOTING UNIT	44756	V5134630	F
8	15" IVOTRONIC VOTING UNIT	44757	V5132810	F
9	15" IVOTRONIC VOTING UNIT	44758	v5133192	F
10	15" IVOTRONIC VOTING UNIT	44759	V5133659	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

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DEPT.

AMOUNT $ $

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CR	6/14/17
Person receiving Item(s)			
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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-240

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
141	15" IVOTRONIC VOTING UNIT	44890	V5138263	F
142	15" IVOTRONIC VOTING UNIT	44891	V5132975	F
143	15" IVOTRONIC VOTING UNIT	44892	V5132603	F
144	15" IVOTRONIC VOTING UNIT	44893	V5132725	F
145	15" IVOTRONIC VOTING UNIT	44894	V5127083	F
146	15" IVOTRONIC VOTING UNIT	44895	V5102108-C	F
147	15" IVOTRONIC VOTING UNIT	44896	V5118347	F
148	15" IVOTRONIC VOTING UNIT	44897	V5125702	F
149	15" IVOTRONIC VOTING UNIT	44898	V5128003	F
150	15" IVOTRONIC VOTING UNIT	44899	V5121767	F

FIXED ASSET DIVISION USE ONLY

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DEPT.

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramón	Yvonne Ramón CN	6/14/17
Person receiving Item(s)			
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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-241

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
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(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
151	15" IVOTRONIC VOTING UNIT	44900	V5130736	F
152	15" IVOTRONIC VOTING UNIT	44901	V5118105	F
153	15" IVOTRONIC VOTING UNIT	44902	V5121744	F
154	15" IVOTRONIC VOTING UNIT	44903	V5102458-C	F
155	15" IVOTRONIC VOTING UNIT	44904	V5130394	F
156	15" IVOTRONIC VOTING UNIT	44905	V5137794	F
157	15" IVOTRONIC VOTING UNIT	44906	V5120802	F
158	15" IVOTRONIC VOTING UNIT	44907	V5133910	F
159	15" IVOTRONIC VOTING UNIT	44908	V5130494	F
160	15" IVOTRONIC VOTING UNIT	44909	V5121202	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-242

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
161	15" IVOTRONIC VOTING UNIT	44910	V5138152	F
162	15" IVOTRONIC VOTING UNIT	44911	V5125640	F
163	15" IVOTRONIC VOTING UNIT	44912	V5105512-C	F
164	15" IVOTRONIC VOTING UNIT	44913	V5129897	F
165	15" IVOTRONIC VOTING UNIT	44914	V5132600	F
166	15" IVOTRONIC VOTING UNIT	44915	V5126317	F
167	15" IVOTRONIC VOTING UNIT	44916	V5133222	F
168	15" IVOTRONIC VOTING UNIT	44917	V5110424-C	F
169	15" IVOTRONIC VOTING UNIT	44918	V5133027	F
170	15" IVOTRONIC VOTING UNIT	44919	V5123515	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
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DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-243

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
171	15" IVOTRONIC VOTING UNIT	44920	V5125292	F
172	15" IVOTRONIC VOTING UNIT	44921	V5121341	F
173	15" IVOTRONIC VOTING UNIT	44922	V5133305	F
174	15" IVOTRONIC VOTING UNIT	44923	V5106556-C	F
175	15" IVOTRONIC VOTING UNIT	44924	V5122119	F
176	15" IVOTRONIC VOTING UNIT	44925	V5134100	F
177	15" IVOTRONIC VOTING UNIT	44926	V5138282	F
178	15" IVOTRONIC VOTING UNIT	44927	V5118661	F
179	15" IVOTRONIC VOTING UNIT	44928	V5128189	F
180	15" IVOTRONIC VOTING UNIT	44929	V5130101	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED
JUL 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-244

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

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RECEIVED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
181	15" IVOTRONIC VOTING UNIT	44930	V5133952	F
182	15" IVOTRONIC VOTING UNIT	44931	V5101403-C	F
183	15" IVOTRONIC VOTING UNIT	44932	V5128202	F
184	15" IVOTRONIC VOTING UNIT	44933	V5101228-C	F
185	15" IVOTRONIC VOTING UNIT	44934	V5117861	F
186	15" IVOTRONIC VOTING UNIT	44935	V5132560	F
187	15" IVOTRONIC VOTING UNIT	44936	V5136439	F
188	15" IVOTRONIC VOTING UNIT	44937	V5127050	F
189	15" IVOTRONIC VOTING UNIT	44938	V5134790	F
190	15" IVOTRONIC VOTING UNIT	44939	V5129579	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramón	Yvonne Ramón	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-245

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
191	15" IVOTRONIC VOTING UNIT	44940	V5131852	F
192	15" IVOTRONIC VOTING UNIT	44941	V5123426	F
193	15" IVOTRONIC VOTING UNIT	44942	V5130109	F
194	15" IVOTRONIC VOTING UNIT	44943	V5134226	F
195	15" IVOTRONIC VOTING UNIT	44944	V5130360	F
196	15" IVOTRONIC VOTING UNIT	44945	V5134528	F
197	15" IVOTRONIC VOTING UNIT	44946	V5123991	F
198	15" IVOTRONIC VOTING UNIT	44947	V5103657-C	F
199	15" IVOTRONIC VOTING UNIT	44948	V5128977	F
200	15" IVOTRONIC VOTING UNIT	44949	V5126406	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramón	Yvonne Ramón	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-246

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

Passed

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
201	15" IVOTRONIC VOTING UNIT	44950	V5127605	F
202	15" IVOTRONIC VOTING UNIT	44951	V5131829	F
203	15" IVOTRONIC VOTING UNIT	44952	V5131680	F
204	15" IVOTRONIC VOTING UNIT	44953	V5128459	F
205	15" IVOTRONIC VOTING UNIT	44954	V5133140	F
206	15" IVOTRONIC VOTING UNIT	44955	V5133207	F
207	15" IVOTRONIC VOTING UNIT	44956	V5127137	F
208	15" IVOTRONIC VOTING UNIT	44957	V5122770	F
209	15" IVOTRONIC VOTING UNIT	44958	V5128741	F
210	15" IVOTRONIC VOTING UNIT	44959	V5128065	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/C	LOC

FROM TO

DEPT.

AMOUNT $ $

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

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EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-247

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
211	15" IVOTRONIC VOTING UNIT	44960	V5126363	F
212	15" IVOTRONIC VOTING UNIT	44961	V5128444	F
213	15" IVOTRONIC VOTING UNIT	44962	V5139817	F
214	15" IVOTRONIC VOTING UNIT	44963	V5127635	F
215	15" IVOTRONIC VOTING UNIT	44964	V5121722	F
216	15" IVOTRONIC VOTING UNIT	44965	V5127873	F
217	15" IVOTRONIC VOTING UNIT	44966	V5124714	F
218	15" IVOTRONIC VOTING UNIT	44967	V5126294	F
219	15" IVOTRONIC VOTING UNIT	44968	V5120948	F
220	15" IVOTRONIC VOTING UNIT	44969	V5121972	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED
JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-248

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
221	15" IVOTRONIC VOTING UNIT	44970	V5127221	F
222	15" IVOTRONIC VOTING UNIT	44971	V5120374	F
223	15" IVOTRONIC VOTING UNIT	44972	V5117223	F
224	15" IVOTRONIC VOTING UNIT	44973	V5127278	F
225	15" IVOTRONIC VOTING UNIT	44974	V5127973	F
226	15" IVOTRONIC VOTING UNIT	44975	V5118292	F
227	15" IVOTRONIC VOTING UNIT	44976	V5139955	F
228	15" IVOTRONIC VOTING UNIT	44977	V5119949	F
229	15" IVOTRONIC VOTING UNIT	44978	V5139873	F
230	15" IVOTRONIC VOTING UNIT	44979	V5122313	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-249

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL.: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
231	15" IVOTRONIC VOTING UNIT	44980	V5128464	F
232	15" IVOTRONIC VOTING UNIT	44981	V5120586	F
233	15" IVOTRONIC VOTING UNIT	44982	V5122933	F
234	15" IVOTRONIC VOTING UNIT	44983	V5128372	F
235	15" IVOTRONIC VOTING UNIT	44984	V5124798	F
236	15" IVOTRONIC VOTING UNIT	44985	V5124075	F
237	15" IVOTRONIC VOTING UNIT	44986	V5139306	F
238	15" IVOTRONIC VOTING UNIT	44987	V5129005	F
239	15" IVOTRONIC VOTING UNIT	44988	V5124373	F
240	15" IVOTRONIC VOTING UNIT	44989	V5119608	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

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Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-250

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
241	15" IVOTRONIC VOTING UNIT	44990	V5121665	F
242	15" IVOTRONIC VOTING UNIT	44991	V5131024	F
243	15" IVOTRONIC VOTING UNIT	44992	V5125541	F
244	15" IVOTRONIC VOTING UNIT	44993	V5130500	F
245	15" IVOTRONIC VOTING UNIT	44994	V5120950	F
246	15" IVOTRONIC VOTING UNIT	44995	V5125697	F
247	15" IVOTRONIC VOTING UNIT	44996	V5128092	F
248	15" IVOTRONIC VOTING UNIT	44997	V5126151	F
249	15" IVOTRONIC VOTING UNIT	44998	V5132577	F
250	15" IVOTRONIC VOTING UNIT	44999	V5127778	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

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Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

The transfer is hereby approved by the Purchasing Agent

PRINT NAME	SIGNATURE	DATE
MARTHA L. SALAZAR	Martha L Salazar	6-15-17

Contact Person transferring item(s) out

PRINT NAME	SIGNATURE	DATE
Yvonne Ramon	Yvonne Ramon	6/14/17

Person receiving Item(s)

PRINT NAME	SIGNATURE	DATE

Reviewed & Processed by FA Division

PRINT NAME	SIGNATURE	DATE

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-251

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
251	15" IVOTRONIC VOTING UNIT	45000	V5116820	F
252	15" IVOTRONIC VOTING UNIT	45001	V5128290	F
253	15" IVOTRONIC VOTING UNIT	45002	V5127809	F
254	15" IVOTRONIC VOTING UNIT	45003	V5139945	F
255	15" IVOTRONIC VOTING UNIT	45004	V5121684	F
256	15" IVOTRONIC VOTING UNIT	45005	V5130996	F
257	15" IVOTRONIC VOTING UNIT	45006	V5132543	F
258	15" IVOTRONIC VOTING UNIT	45007	V5132684	F
259	15" IVOTRONIC VOTING UNIT	45008	V5121617	F
260	15" IVOTRONIC VOTING UNIT	45009	V5126426	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-252

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
261	15" IVOTRONIC VOTING UNIT	45010	V5140239	F
262	15" IVOTRONIC VOTING UNIT	45011	V5127326	F
263	15" IVOTRONIC VOTING UNIT	45012	V5128661	F
264	15" IVOTRONIC VOTING UNIT	45013	V5119143	F
265	15" IVOTRONIC VOTING UNIT	45014	V5129996	F
266	15" IVOTRONIC VOTING UNIT	45015	V5133047	F
267	15" IVOTRONIC VOTING UNIT	45016	V5130556	F
268	15" IVOTRONIC VOTING UNIT	45017	V5120239	F
269	15" IVOTRONIC VOTING UNIT	45018	V5127924	F
270	15" IVOTRONIC VOTING UNIT	45019	V5131027	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
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TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-253

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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Posted

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
271	15" IVOTRONIC VOTING UNIT	45020	V5127657	F
272	15" IVOTRONIC VOTING UNIT	45021	V5124182	F
273	15" IVOTRONIC VOTING UNIT	45022	V5131373	F
274	15" IVOTRONIC VOTING UNIT	45023	V5135412	F
275	15" IVOTRONIC VOTING UNIT	45024	V5131430	F
276	15" IVOTRONIC VOTING UNIT	45025	V5121980	F
277	15" IVOTRONIC VOTING UNIT	45026	V5126393	F
278	15" IVOTRONIC VOTING UNIT	45027	V5118579	F
279	15" IVOTRONIC VOTING UNIT	45028	V5128068	F
280	15" IVOTRONIC VOTING UNIT	45029	V5130886	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-254

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
281	15" IVOTRONIC VOTING UNIT	45030	V5112483	F
282	15" IVOTRONIC VOTING UNIT	45031	V5132397	F
283	15" IVOTRONIC VOTING UNIT	45032	V5128871	F
284	15" IVOTRONIC VOTING UNIT	45033	V5130954	F
285	15" IVOTRONIC VOTING UNIT	45034	V5279131	F
286	15" IVOTRONIC VOTING UNIT	45035	V5130729	F
287	15" IVOTRONIC VOTING UNIT	45036	V5138036	F
288	15" IVOTRONIC VOTING UNIT	45037	V5130652	F
289	15" IVOTRONIC VOTING UNIT	45038	V5130301	F
290	15" IVOTRONIC VOTING UNIT	45039	V5130246	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
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EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-255

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE: 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
291	15" IVOTRONIC VOTING UNIT	45040	V5132682	F
292	15" IVOTRONIC VOTING UNIT	45041	V5130332	F
293	15" IVOTRONIC VOTING UNIT	45042	V5120005	F
294	15" IVOTRONIC VOTING UNIT	45043	v5132060	F
295	15" IVOTRONIC VOTING UNIT	45044	v5134651	F
296	15" IVOTRONIC VOTING UNIT	45045	V5120813	F
297	15" IVOTRONIC VOTING UNIT	45046	V5124135	F
298	15" IVOTRONIC VOTING UNIT	45047	V5130110	F
299	15" IVOTRONIC VOTING UNIT	45048	V5138411	F
300	15" IVOTRONIC VOTING UNIT	45049	V5133144	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

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Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-256

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
301	15" IVOTRONIC VOTING UNIT	45050	V5121445	F
302	15" IVOTRONIC VOTING UNIT	45051	V5127898	F
303	15" IVOTRONIC VOTING UNIT	45052	V5120177	F
304	15" IVOTRONIC VOTING UNIT	45053	V5130592	F
305	15" IVOTRONIC VOTING UNIT	45054	V5135233	F
306	15" IVOTRONIC VOTING UNIT	45055	V5131414	F
307	15" IVOTRONIC VOTING UNIT	45056	V5133416	F
308	15" IVOTRONIC VOTING UNIT	45057	V5130569	F
309	15" IVOTRONIC VOTING UNIT	45058	V5138746	F
310	15" IVOTRONIC VOTING UNIT	45059	V5122552	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT $		$

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
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EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-257

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | **PHONE.** 956-318-2570 | **FAX NO.:**956-393-2039 | **E-MAIL:** yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
311	15" IVOTRONIC VOTING UNIT	45060	V5138822	F
312	15" IVOTRONIC VOTING UNIT	45061	V5136702	F
313	15" IVOTRONIC VOTING UNIT	45062	V5132308	F
314	15" IVOTRONIC VOTING UNIT	45063	V5133760	F
315	15" IVOTRONIC VOTING UNIT	45064	V5131627	F
316	15" IVOTRONIC VOTING UNIT	45065	V5102926-C	F
317	15" IVOTRONIC VOTING UNIT	45066	V5128207	F
318	15" IVOTRONIC VOTING UNIT	45067	V5129507	F
319	15" IVOTRONIC VOTING UNIT	45068	V5130682	F
320	15" IVOTRONIC VOTING UNIT	45069	V5131445	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramón	Yvonne Ramón CN	6/14/17
Person receiving Item(s)			
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DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED
JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-258

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
321	15" IVOTRONIC VOTING UNIT	45070	V5130583	F
322	15" IVOTRONIC VOTING UNIT	45071	V5124463	F
323	15" IVOTRONIC VOTING UNIT	45072	V5130347	F
324	15" IVOTRONIC VOTING UNIT	45073	V5132272	F
325	15" IVOTRONIC VOTING UNIT	45074	V5123274	F
326	15" IVOTRONIC VOTING UNIT	45075	V5132502	F
327	15" IVOTRONIC VOTING UNIT	45076	V5130819	F
328	15" IVOTRONIC VOTING UNIT	45077	V5132293	F
329	15" IVOTRONIC VOTING UNIT	45078	V5130582	F
330	15" IVOTRONIC VOTING UNIT	45079	V5116090	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

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Contact Person transferring item(s) out	Yvonne Ramón	Yvonne Ramón CN	6/14/17
Person receiving Item(s)			
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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-259

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
331	15" IVOTRONIC VOTING UNIT	45080	V5117954	F
332	15" IVOTRONIC VOTING UNIT	45081	V5140127	F
333	15" IVOTRONIC VOTING UNIT	45082	V5140309	F
334	15" IVOTRONIC VOTING UNIT	45083	V5128897	F
335	15" IVOTRONIC VOTING UNIT	45084	V5142475	F
336	15" IVOTRONIC VOTING UNIT	45085	V5142396	F
337	15" IVOTRONIC VOTING UNIT	45086	V5119161	F
338	15" IVOTRONIC VOTING UNIT	45087	V5142403	F
339	15" IVOTRONIC VOTING UNIT	45088	V5119016	F
340	15" IVOTRONIC VOTING UNIT	45089	V5120825	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
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Person receiving Item(s)			
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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-260

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
341	15" IVOTRONIC VOTING UNIT	45090	V5140390	F
342	15" IVOTRONIC VOTING UNIT	45091	V5118981	F
343	15" IVOTRONIC VOTING UNIT	45092	V5117151	F
344	15" IVOTRONIC VOTING UNIT	45093	V5119130	F
345	15" IVOTRONIC VOTING UNIT	45094	V5112990	F
346	15" IVOTRONIC VOTING UNIT	45095	V5140251	F
347	15" IVOTRONIC VOTING UNIT	45096	V5142387	F
348	15" IVOTRONIC VOTING UNIT	45097	V5140448	F
349	15" IVOTRONIC VOTING UNIT	45098	V5140289	F
350	15" IVOTRONIC VOTING UNIT	45099	V5142447	F

FIXED ASSET DIVISION USE ONLY

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DEPT.		
AMOUNT	$	$

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JUN 1 4 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-261

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

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Posted

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
351	15" IVOTRONIC VOTING UNIT	45100	V5118230	F
352	15" IVOTRONIC VOTING UNIT	45101	V5140407	F
353	15" IVOTRONIC VOTING UNIT	45102	V5142035	F
354	15" IVOTRONIC VOTING UNIT	45103	V5140276	F
355	15" IVOTRONIC VOTING UNIT	45104	V5121094	F
356	15" SUPERVISOR UNIT/PEB	45105	S5139205	F
357	15" SUPERVISOR UNIT/PEB	45106	S5139356	F
358	15" SUPERVISOR UNIT/PEB	45107	S5139462	F
359	15" SUPERVISOR UNIT/PEB	45108	S5139978	F
360	15" ADA VOTING UNIT	45109	V5124772	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/C	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon cd	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 1 4 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-262

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
361	15" ADA VOTING UNIT	45110	V5129001	F
362	15" ADA VOTING UNIT	45111	V5123075	F
363	15" ADA VOTING UNIT	45112	V5125804	F
364	15" ADA VOTING UNIT	45113	V5124679	F
365	15" ADA VOTING UNIT	45114	V5127725	F
366	15" ADA VOTING UNIT	45115	V5118910	F
367	15" ADA VOTING UNIT	45116	V5128303	F
368	15" ADA VOTING UNIT	45117	V5124462	F
369	15" ADA VOTING UNIT	45118	V5128859	F
370	15" ADA VOTING UNIT	45119	V5121124	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/C	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-263

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
371	15" ADA VOTING UNIT	45120	V5136481	F
372	15" ADA VOTING UNIT	45121	V5119584	F
373	15" ADA VOTING UNIT	45122	V5125857	F
374	15" ADA VOTING UNIT	45123	V5129032	F
375	15" ADA VOTING UNIT	45124	V5119500	F
376	15" ADA VOTING UNIT	45125	V5125054	F
377	15" ADA VOTING UNIT	45126	V5126122	F
378	15" ADA VOTING UNIT	45127	V5120784	F
379	15" ADA VOTING UNIT	45128	V5135537	F
380	15" ADA VOTING UNIT	45129	V5117855	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 14 2017

POSTED

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-264

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
381	15" ADA VOTING UNIT	45130	V5123875	F
382	15" ADA VOTING UNIT	45131	V5119578	F
383	15" ADA VOTING UNIT	45132	V5124187	F
384	15" ADA VOTING UNIT	45133	V5124611	F
385	15" ADA VOTING UNIT	45134	V5112125	F
386	15" ADA VOTING UNIT	45135	V5119977	F
387	15" ADA VOTING UNIT	45136	V5122409	F
388	15" ADA VOTING UNIT	45137	V5126384	F
389	15" ADA VOTING UNIT	45138	V5136648	F
390	15" ADA VOTING UNIT	45139	V5124304	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-265

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
391	15" ADA VOTING UNIT	45140	V5118558	F
392	15" ADA VOTING UNIT	45141	V5135571	F
393	15" ADA VOTING UNIT	45142	V5118220	F
394	15" ADA VOTING UNIT	45143	V5140206	F
395	15" ADA VOTING UNIT	45144	V5119260	F
396	15" ADA VOTING UNIT	45145	V5142395	F
397	15" ADA VOTING UNIT	45146	V5118869	F
398	15" ADA VOTING UNIT	45147	V5142392	F
399	15" ADA VOTING UNIT	45148	V5118588	F
400	15" ADA VOTING UNIT	45149	V5118686	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Marcela L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CM	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED
JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-266

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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Received

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
401	15" ADA VOTING UNIT	45150	V5132865	F
402	15" ADA VOTING UNIT	45151	V5118113	F
403	15" ADA VOTING UNIT	45152	V5140391	F
404	15" ADA VOTING UNIT	45153	V5142602	F
405	15" ADA VOTING UNIT	45154	V5118556	F
406	15" ADA VOTING UNIT	45155	V5138029	F
407	15" ADA VOTING UNIT	45156	V5113755	F
408	15" ADA VOTING UNIT	45157	V5140322	F
409	15" ADA VOTING UNIT	45158	V5121073	F
410	15" ADA VOTING UNIT	45159	V5142448	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED
JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-267

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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Received

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
411	15" ADA VOTING UNIT	45160	V5119360	F
412	15" ADA VOTING UNIT	45161	V5142599	F
413	15" ADA VOTING UNIT	45162	V5140268	F
414	15" ADA VOTING UNIT	45163	V5140355	F
415	15" ADA VOTING UNIT	45164	V5118916	F
416	15" ADA VOTING UNIT	45165	V5140319	F
417	15" ADA VOTING UNIT	45166	V5140436	F
418	15" ADA VOTING UNIT	45167	V5118088	F
419	15" ADA VOTING UNIT	45168	V5142428	F
420	15" ADA VOTING UNIT	45169	V5119144	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon cd	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

JUN 14 2017

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-268

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

Unsecured

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
421	15" ADA VOTING UNIT	45170	V5136232	F
422	15" ADA VOTING UNIT	45171	V5142012	F
423	15" ADA VOTING UNIT	45172	V5142007	F
424	15" ADA VOTING UNIT	45173	V5118828	F
425	15" ADA VOTING UNIT	45174	V5142450	F
426	15" ADA VOTING UNIT	45175	V5118062	F
427	15" ADA VOTING UNIT	45176	V5118959	F
428	15" ADA VOTING UNIT	45177	V5142391	F
429	15" ADA VOTING UNIT	45178	V5118307	F
430	15" ADA VOTING UNIT	45179	V5117892	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-269

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
431	15" ADA VOTING UNIT	45180	V5140315	F
432	15" ADA VOTING UNIT	45181	V5119229	F
433	15" ADA VOTING UNIT	45182	V5117944	F
434	15" ADA VOTING UNIT	45183	V5118565	F
435	15" ADA VOTING UNIT	45184	V5118367	F
436	15" ADA VOTING UNIT	45185	V5118881	F
437	15" ADA VOTING UNIT	45186	V5119045	F
438	15" ADA VOTING UNIT	45187	V5118514	F
439	15" ADA VOTING UNIT	45188	V5118170	F
440	15" ADA VOTING UNIT	45189	V5118922	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-270

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
441	15" ADA VOTING UNIT	45190	V5117873	F
442	15" ADA VOTING UNIT	45191	V5119031	F
443	15" ADA VOTING UNIT	45192	V5117970	F
444	15" ADA VOTING UNIT	45193	V5142566	F
445	15" ADA VOTING UNIT	45194	V5142402	F
446	15" ADA VOTING UNIT	45195	V5118474	F
447	15" ADA VOTING UNIT	45196	V5142423	F
448	15" ADA VOTING UNIT	45197	V5122718	F
449	15" ADA VOTING UNIT	45198	V5118306	F
450	15" ADA VOTING UNIT	45199	V5128397	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

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PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-271

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
451	15" ADA VOTING UNIT	45200	V5130454	F
452	15" ADA VOTING UNIT	45201	V5142597	F
453	15" ADA VOTING UNIT	45202	V5113011	F
454	15" ADA VOTING UNIT	45203	V5117947	F
455	15" ADA VOTING UNIT	45204	V5118365	F
456	15" ADA VOTING UNIT	45205	V5140398	F
457	15" ADA VOTING UNIT	45206	V5142411	F
458	15" ADA VOTING UNIT	45207	V5142025	F
459	15" ADA VOTING UNIT	45208	V5119815	F
460	15" ADA VOTING UNIT	45209	V5118320	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CR	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-272

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
461	15" ADA VOTING UNIT	45210	V5118553	F
462	15" ADA VOTING UNIT	45211	V5118245	F
463	15" ADA VOTING UNIT	45212	v5113193	F
464	15" ADA VOTING UNIT	45213	v5118296	F
465	15" ADA VOTING UNIT	45214	V5118009	F
466	15" ADA VOTING UNIT	45215	V5111929	F
467	15" ADA VOTING UNIT	45216	V5140441	F
468	15" ADA VOTING UNIT	45217	V5118357	F
469	15" ADA VOTING UNIT	45218	V5118819	F
470	15" ADA VOTING UNIT	45219	V5128456	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CM	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-273

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
471	15" ADA VOTING UNIT	45220	V5142420	F
472	15" ADA VOTING UNIT	45221	V5129147	F
473	15" ADA VOTING UNIT	45222	V5124268	F
474	15" ADA VOTING UNIT	45223	V5140409	F
475	15" ADA VOTING UNIT	45224	V5140236	F
476	15" ADA VOTING UNIT	45225	V5119001	F
477	15" ADA VOTING UNIT	45226	V5117834	F
478	15" ADA VOTING UNIT	45227	V5142443	F
479	15" ADA VOTING UNIT	45228	V5119261	F
480	15" ADA VOTING UNIT	45229	V5122438	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon cv	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-274

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
481	15" ADA VOTING UNIT	45230	V5142029	F
482	15" ADA VOTING UNIT	45231	V5142044	F
483	15" ADA VOTING UNIT	45232	V5111808	F
484	15" ADA VOTING UNIT	45233	V5140369	F
485	OKI C9300 PRINTER	45234	40B1000203	F
486	15" IVOTRONIC VOTER UNIT	45345	V5152932	F
487	15" IVOTRONIC VOTER UNIT	45346	V5152880	F
488	15" IVOTRONIC VOTER UNIT	45347	V5152557	F
489	15" IVOTRONIC VOTER UNIT	45348	V5152543	F
490	15" IVOTRONIC VOTER UNIT	45349	V5152238	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon cd	6/14/17
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DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-275

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
491	15" IVOTRONIC VOTER UNIT	45350	V5154567	F
492	15" IVOTRONIC VOTER UNIT	45351	V5154481	F
493	15" IVOTRONIC VOTER UNIT	45352	V5154479	F
494	15" IVOTRONIC VOTER UNIT	45353	V5152305	F
495	15" IVOTRONIC VOTER UNIT	45354	V5154599	F
496	15" IVOTRONIC VOTER UNIT	45355	V5152927	F
497	15" IVOTRONIC VOTER UNIT	45356	V5154590	F
498	15" IVOTRONIC VOTER UNIT	45357	V5152563	F
499	15" IVOTRONIC VOTER UNIT	45358	V5152895	F
500	15" IVOTRONIC VOTER UNIT	45359	V5152560	F

FIXED ASSET DIVISION USE ONLY

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
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EFFECTIVE DATE 03/01/13

RECEIVED JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-276

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
501	15" IVOTRONIC VOTER UNIT	45360	V5152828	F
502	15" IVOTRONIC VOTER UNIT	45361	V5152540	F
503	15" IVOTRONIC VOTER UNIT	45362	V5152826	F
504	15" IVOTRONIC VOTER UNIT	45363	V5152894	F
505	15" IVOTRONIC VOTER UNIT	45364	V5152858	F
506	15" IVOTRONIC VOTER UNIT	45365	V5152248	F
507	15" IVOTRONIC VOTER UNIT	45366	V5152870	F
508	15" IVOTRONIC VOTER UNIT	45367	V5152845	F
509	15" IVOTRONIC VOTER UNIT	45368	V5154485	F
510	15" IVOTRONIC VOTER UNIT	45369	V5154475	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT $		$

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-277

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
511	15" IVOTRONIC VOTER UNIT	45370	V5152893	F
512	15" IVOTRONIC VOTER UNIT	45371	V5152869	F
513	15" IVOTRONIC VOTER UNIT	45372	V5152853	F
514	15" IVOTRONIC VOTER UNIT	45373	V5149189	F
515	15" IVOTRONIC VOTER UNIT	45374	V5152872	F
516	15" IVOTRONIC VOTER UNIT	45375	V5152857	F
517	15" IVOTRONIC VOTER UNIT	45376	V5152982	F
518	15" IVOTRONIC VOTER UNIT	45377	V5152991	F
519	15" IVOTRONIC VOTER UNIT	45378	V5152725	F
520	15" IVOTRONIC VOTER UNIT	45379	V5152373	F

FIXED ASSET DIVISION USE ONLY

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
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RECEIVED JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-278

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
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PASSED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
521	15" IVOTRONIC VOTER UNIT	45380	V5152875	F
522	15" IVOTRONIC VOTER UNIT	45381	V5152994	F
523	15" IVOTRONIC VOTER UNIT	45382	V5151911	F
524	15" IVOTRONIC VOTER UNIT	45383	V5154610	F
525	15" IVOTRONIC VOTER UNIT	45384	V5152223	F
526	15" IVOTRONIC VOTER UNIT	45385	V5154587	F
527	15" IVOTRONIC VOTER UNIT	45386	V5152431	F
528	15" IVOTRONIC VOTER UNIT	45387	V5154603	F
529	15" IVOTRONIC VOTER UNIT	45388	V5152999	F
530	15" IVOTRONIC VOTER UNIT	45389	V5152995	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-279

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
531	15" IVOTRONIC VOTER UNIT	45390	V5154828	F
532	15" IVOTRONIC VOTER UNIT	45391	V5152303	F
533	15" IVOTRONIC VOTER UNIT	45392	V5152532	F
534	15" IVOTRONIC VOTER UNIT	45393	V5154474	F
535	15" IVOTRONIC VOTER UNIT	45394	V5154489	F
536	15" IVOTRONIC VOTER UNIT	45395	V5154597	F
537	15" IVOTRONIC VOTER UNIT	45396	V5154472	F
538	15" IVOTRONIC VOTER UNIT	45397	V5154476	F
539	15" IVOTRONIC VOTER UNIT	45398	V5153022	F
540	15" IVOTRONIC VOTER UNIT	45399	V5152892	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

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DEPT.

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

EFFECTIVE DATE 03/01/13

RECEIVED
JUN 14 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-280

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
541	15" IVOTRONIC VOTER UNIT	45400	V5151944	F
542	15" IVOTRONIC VOTER UNIT	45401	V5152533	F
543	15" IVOTRONIC VOTER UNIT	45402	V5154600	F
544	15" IVOTRONIC VOTER UNIT	45403	V5154480	F
545	15" IVOTRONIC VOTER UNIT	45404	V5154482	F
546	15" IVOTRONIC VOTER UNIT	45405	V5152694	F
547	15" IVOTRONIC VOTER UNIT	45406	V5154471	F
548	15" IVOTRONIC VOTER UNIT	45407	V5154292	F
549	15" IVOTRONIC VOTER UNIT	45408	V5154469	F
550	15" IVOTRONIC VOTER UNIT	45409	V5153244	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

RECEIVED JUN 14 2017

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-281

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

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INITIAL BY STAFF: DATE:

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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
551	15" IVOTRONIC VOTER UNIT	45410	V5152283	F
552	15" IVOTRONIC VOTER UNIT	45411	V5152302	F
553	15" IVOTRONIC VOTER UNIT	45412	V5154832	F
554	15" IVOTRONIC VOTER UNIT	45413	V5154673	F
555	15" IVOTRONIC VOTER UNIT	45414	V5149149	F
556	15" IVOTRONIC VOTER UNIT	45415	V5154747	F
557	15" IVOTRONIC VOTER UNIT	45416	V5152280	F
558	15" IVOTRONIC VOTER UNIT	45417	V5152990	F
559	15" IVOTRONIC VOTER UNIT	45418	V5155113	F
560	15" IVOTRONIC VOTER UNIT	45419	V5154646	F

FIXED ASSET DIVISION USE ONLY

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
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EFFECTIVE DATE 03/01/13

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

RECEIVED
JUN 14 2017
BY

TF# 2017-282

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
561	15" IVOTRONIC VOTER UNIT	45420	V5154611	F
562	15" IVOTRONIC VOTER UNIT	45421	V5152527	F
563	15" IVOTRONIC VOTER UNIT	45422	V5153260	F
564	15" IVOTRONIC VOTER UNIT	45423	V5152416	F
565	15" IVOTRONIC VOTER UNIT	45424	V5154602	F
566	15" ADA VOTING UNIT	45425	V5154598	F
567	15" ADA VOTING UNIT	45426	V5152092	F
568	15" ADA VOTING UNIT	45427	V5155011	F
569	15" ADA VOTING UNIT	45428	V5154405	F
570	15" ADA VOTING UNIT	45429	V5154397	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

RECEIVED JUN 14 2017

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-283

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

RECEIVED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
571	15" ADA VOTING UNIT	45430	V5155022	F
572	15" ADA VOTING UNIT	45431	V5152022	F
573	15" ADA VOTING UNIT	45432	V5154380	F
574	15" ADA VOTING UNIT	45433	V5155075	F
575	15" ADA VOTING UNIT	45434	V5155036	F
576	15" ADA VOTING UNIT	45435	V5152556	F
577	15" ADA VOTING UNIT	45436	V5154752	F
578	15" ADA VOTING UNIT	45437	V5154967	F
579	15" ADA VOTING UNIT	45438	V5152833	F
580	15" ADA VOTING UNIT	45439	V5152889	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED
JUN 15 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-284

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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Passed

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
581	15" ADA VOTING UNIT	45440	V5152207	F
582	15" ADA VOTING UNIT	45441	V5152100	F
583	15" ADA VOTING UNIT	45442	V5152084	F
584	15" ADA VOTING UNIT	45443	V5154577	F
585	15" ADA VOTING UNIT	45444	V5152252	F
586	15" ADA VOTING UNIT	45445	V5154388	F
587	15" ADA VOTING UNIT	45446	V5148567	F
588	15" ADA VOTING UNIT	45447	V5154375	F
589	15" ADA VOTING UNIT	45448	V5155032	F
590	15" ADA VOTING UNIT	45449	V5140042	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/C	LOC

FROM TO

DEPT.

AMOUNT $ $

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon cd	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 15 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-285

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | **PHONE.** 956-318-2570 | **FAX NO.:**956-393-2039 | **E-MAIL:** yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

PASSED

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
591	15" ADA VOTING UNIT	45450	V5151773	F
592	15" ADA VOTING UNIT	45451	V5148573	F
593	15" ADA VOTING UNIT	45452	V5151957	F
594	15" ADA VOTING UNIT	45453	V5151809	F
595	15" ADA VOTING UNIT	45454	V5154996	F
596	15" ADA VOTING UNIT	45456	V5151952	F
597	15" ADA VOTING UNIT	45457	V5151953	F
598	15" ADA VOTING UNIT	45458	V5152263	F
599	15" ADA VOTING UNIT	45459	V5154591	F
600	IVOTRONICS SUPERVISOR TERMINAL	45460	S5149814	F

FIXED ASSET DIVISION USE ONLY

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FROM **TO**

DEPT.

AMOUNT $ $

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	4-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

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EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 15 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-286

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
601	IVOTRONICS SUPERVISOR TERMINAL	45461	S5151932	F
602	IVOTRONIC TRAINING TOOL (12" DRE)	45462	V0119754	F
603	650 CENTRAL SCANNER TABLE	45463	3905-7319	F
604	15" ADA VOTING UNIT	45464	V5152493	F
605	15" ADA VOTING UNIT	45465	V5154714	F
606	15" ADA VOTING UNIT	45466	V5152271	F
607	15" ADA VOTING UNIT	45467	V5154712	F
608	15" ADA VOTING UNIT	45468	V5154716	F
609	15" ADA VOTING UNIT	45469	V5151950	F
610	15" ADA VOTING UNIT	45470	V5151991	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-287

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
611	15" ADA VOTING UNIT	45471	V5153277	F
612	15" ADA VOTING UNIT	45472	V5152001	F
613	15" ADA VOTING UNIT	45473	V5152196	F
614	15" ADA VOTING UNIT	45474	V5154728	F
615	15" ADA VOTING UNIT	45475	V5154606	F
616	15" ADA VOTING UNIT	45476	V5151943	F
617	15" ADA VOTING UNIT	45477	V5154579	F
618	15" ADA VOTING UNIT	45478	V5154706	F
619	15" ADA VOTING UNIT	45479	V5152538	F
620	15" ADA VOTING UNIT	45480	V5152881	F

FIXED ASSET DIVISION USE ONLY

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	FROM	TO
DEPT.		
AMOUNT	$	$

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar CN	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-288

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | **PHONE.** 956-318-2570 | **FAX NO.:**956-393-2039 | **E-MAIL:** yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
621	15" ADA VOTING UNIT	45481	V5154720	F
622	15" ADA VOTING UNIT	45482	V5151029	F
623	15" ADA VOTING UNIT	45483	V5152865	F
624	15" ADA VOTING UNIT	45484	V5152000	F
625	15" ADA VOTING UNIT	45485	V5148287	F
626	15" ADA VOTING UNIT	45486	V5153276	F
627	15" ADA VOTING UNIT	45487	V5152008	F
628	15" ADA VOTING UNIT	45488	V5151997	F
629	15" ADA VOTING UNIT	45489	V5154726	F
630	15" ADA VOTING UNIT	45490	V5154533	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED
JUN 15 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-289

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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PASSED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
631	15" ADA VOTING UNIT	45491	V5154736	F
632	15" ADA VOTING UNIT	45492	V5155012	F
633	15" ADA VOTING UNIT	45493	V5155043	F
634	476 FIRMWARE USAGE AGR IVOTRONIC	45546	SOFTWARE	F
635	BALLOT IMAGE MGR-LIC AGRMT	45547	SOFTWARE	F
636	BALLOT ON DEMAND-LIC AGRMT	45548	SOFTWARE	F
637	ELECTION DATA MANAGER-LIC AGRMT	45549	SOFTWARE	F
638	HARDWARE PROG MGR-LIC AGRMT	45550	SOFTWARE	F
639	IVOTRONIC IMAGE MGR-LIC AGRMT	45551	SOFTWARE	F
640	15" ADA VOTING UNIT	45645	V5163689	F

FIXED ASSET DIVISION USE ONLY

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DEPT.

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Person receiving Item(s)			
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EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-290

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
641	15" ADA VOTING UNIT	45646	V5128146	F
642	15" ADA VOTING UNIT	45647	V5126902	F
643	15" ADA VOTING UNIT	45648	V5129744	F
644	15" ADA VOTING UNIT	45649	V5122385	F
645	15" ADA VOTING UNIT	45650	V5163426	F
646	15" ADA VOTING UNIT	45651	V5163437	F
647	15" ADA VOTING UNIT	45652	V5157642	F
648	15" ADA VOTING UNIT	45653	V5163470	F
649	15" ADA VOTING UNIT	45654	V5163901	F
650	15" ADA VOTING UNIT	45655	V5163728	F

FIXED ASSET DIVISION USE ONLY

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CV	6/14/17
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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-291

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

PASSED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
651	15" ADA VOTING UNIT	45656	V5163874	F
652	15" ADA VOTING UNIT	45657	V5124126	F
653	15" ADA VOTING UNIT	45658	V5163906	F
654	15" ADA VOTING UNIT	45659	V5122938	F
655	15" ADA VOTING UNIT	47041	V5183874	F
656	15" ADA VOTING UNIT	47042	V5183631	F
657	15" ADA VOTING UNIT	47043	V5185028	F
658	15" ADA VOTING UNIT	47044	V5185438	F
659	15" ADA VOTING UNIT	47045	V5183928	F
660	15" ADA VOTING UNIT	47046	V5184786	F

FIXED ASSET DIVISION USE ONLY

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
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RECEIVED
JUN 15 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-292

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

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PROCESSED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
661	15" ADA VOTING UNIT	47047	V5186411	F
662	15" ADA VOTING UNIT	47048	V5188335	F
663	15" ADA VOTING UNIT	47049	V5180498	F
664	15" ADA VOTING UNIT	47050	V5183817	F
665	15" ADA VOTING UNIT	47051	V5183954	F
666	15" ADA VOTING UNIT	47052	V5187145	F
667	15" ADA VOTING UNIT	47053	V5186798	F
668	15" ADA VOTING UNIT	47054	V5183506	F
669	15" ADA VOTING UNIT	47055	V5180616	F
670	15" ADA VOTING UNIT	47056	V5185045	F

FIXED ASSET DIVISION USE ONLY

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
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TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 15 2017

POSTED

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-293

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
671	15" ADA VOTING UNIT	47057	V5185112	F
672	15" ADA VOTING UNIT	47058	V5182309	F
673	15" ADA VOTING UNIT	47059	V5185543	F
674	15" ADA VOTING UNIT	47060	V5184826	F
675	15" ADA VOTING UNIT	47061	V5187587	F
676	15" ADA VOTING UNIT	47062	V5186933	F
677	15" ADA VOTING UNIT	47063	V5187406	F
678	15" ADA VOTING UNIT	47064	V5184988	F
679	15" ADA VOTING UNIT	47065	V5187378	F
680	15" ADA VOTING UNIT	47066	V5183485	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT $		$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

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RECEIVED
JUN 15 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-294

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
681	15" ADA VOTING UNIT	47067	V5187382	F
682	15" ADA VOTING UNIT	47068	V5187103	F
683	15" ADA VOTING UNIT	47069	V5187884	F
684	15" ADA VOTING UNIT	47070	V5186850	F
685	15" ADA VOTING UNIT	47071	V5187098	F
686	15" ADA VOTING UNIT	47072	V5185825	F
687	15" ADA VOTING UNIT	47073	V5187081	F
688	15" ADA VOTING UNIT	47074	V5183509	F
689	15" ADA VOTING UNIT	47075	V5185379	F
690	15" ADA VOTING UNIT	47076	V5187625	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CM	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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ASSET TRANSFER FORM

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TF# 2017-295

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
691	15" ADA VOTING UNIT	47077	V5187684	F
692	15" ADA VOTING UNIT	47078	V5185588	F
693	15" ADA VOTING UNIT	47079	V5185529	F
694	15" ADA VOTING UNIT	47080	V5185542	F
695	15" ADA VOTING UNIT	47081	V5186440	F
696	15" ADA VOTING UNIT	47082	V5185789	F
697	15" ADA VOTING UNIT	47083	V5187461	F
698	15" ADA VOTING UNIT	47084	V5187030	F
699	15" ADA VOTING UNIT	47085	V5186615	F
700	15" ADA VOTING UNIT	47086	V5187607	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

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DEPT.

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
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TF# 2017-296

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

PASSED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
701	15" ADA VOTING UNIT	47087	V5187692	F
702	15" ADA VOTING UNIT	47088	V5185532	F
703	15" ADA VOTING UNIT	47089	V5184913	F
704	15" ADA VOTING UNIT	47090	V5187894	F
705	15" IVOTRONIC VOTER UNIT	47091	V5187602	F
706	15" IVOTRONIC VOTER UNIT	47092	V5186627	F
707	15" IVOTRONIC VOTER UNIT	47093	V5185383	F
708	15" IVOTRONIC VOTER UNIT	47094	V5185107	F
709	15" IVOTRONIC VOTER UNIT	47095	V5187606	F
710	15" IVOTRONIC VOTER UNIT	47096	V5186061	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-297

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL.: yvonne.ramon@co.hidalgo.tx.us

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RECEIVED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
711	15" IVOTRONIC VOTER UNIT	47097	V5187083	F
712	15" IVOTRONIC VOTER UNIT	47098	V5186474	F
713	15" IVOTRONIC VOTER UNIT	47099	V5187459	F
714	15" IVOTRONIC VOTER UNIT	47100	V5187877	F
715	15" IVOTRONIC VOTER UNIT	47101	V5183682	F
716	15" IVOTRONIC VOTER UNIT	47102	V5187848	F
717	15" IVOTRONIC VOTER UNIT	47103	V5185147	F
718	15" IVOTRONIC VOTER UNIT	47104	V5183588	F
719	15" IVOTRONIC VOTER UNIT	47105	V5183855	F
720	15" IVOTRONIC VOTER UNIT	47106	V5186832	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

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DEPT.		
AMOUNT	$	$

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
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TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-298

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

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RECEIVED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
721	15" IVOTRONIC VOTER UNIT	47107	V5187463	F
722	15" IVOTRONIC VOTER UNIT	47108	V5187778	F
723	15" IVOTRONIC VOTER UNIT	47109	V5176122	F
724	15" IVOTRONIC VOTER TERMINAL W/BOOTH	47110	V5185246	F
725	OKIDATA C9650 BALLOT PRINTER	54696	AL18036866A0	F
726	USED 15" ADA VOTING UNIT	54724	V5166789	F
727	USED 15" ADA VOTING UNIT	54725	V5146711	F
728	USED 15" ADA VOTING UNIT	54726	V5166295	F
729	USED 15" ADA VOTING UNIT	54727	V5166748	F
730	USED 15" ADA VOTING UNIT	54728	V5143828	F

FIXED ASSET DIVISION USE ONLY

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CA	6/14/17
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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-299

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
731	USED 15" ADA VOTING UNIT	54729	V5143498	F
732	USED 15" ADA VOTING UNIT	54730	V5143724	F
733	USED 15" ADA VOTING UNIT	54731	V5143970	F
734	USED 15" ADA VOTING UNIT	54732	V5145231	F
735	USED 15" ADA VOTING UNIT	54733	V5166521	F
736	USED 15" ADA VOTING UNIT	54734	V5166732	F
737	USED 15" ADA VOTING UNIT	54735	V5143964	F
738	USED 15" ADA VOTING UNIT	54736	V5166207	F
739	USED 15" ADA VOTING UNIT	54737	V5166214	F
740	USED 15" ADA VOTING UNIT	54738	V5166464	F

FIXED ASSET DIVISION USE ONLY

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FROM TO

DEPT.

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon CN	6/14/17
Person receiving Item(s)			
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DATE INITIAL

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 15 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-300

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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Received

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
741	USED 15" ADA VOTING UNIT	54739	V5143923	F
742	USED 15" ADA VOTING UNIT	54740	V5165773	F
743	USED 15" ADA VOTING UNIT	54741	V5183878	F
744	USED 15" ADA VOTING UNIT	54742	V5144035	F
745	USED 15" ADA VOTING UNIT	54743	V5147723	F
746	USED 15" ADA VOTING UNIT	54744	V5144057	F
747	USED 15" ADA VOTING UNIT	54745	V5142147	F
748	USED 15" ADA VOTING UNIT	54746	V5143193	F
749	USED 15" ADA VOTING UNIT	54747	V5144036	F
750	USED 15" ADA VOTING UNIT	54748	V5143950	F

FIXED ASSET DIVISION USE ONLY

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-301

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
751	USED 15" ADA VOTING UNIT	54749	V5143125	F
752	USED 15" ADA VOTING UNIT	54750	V5165515	F
753	USED 15" ADA VOTING UNIT	54751	V5142624	F
754	USED 15" ADA VOTING UNIT	54752	V5143453	F
755	USED 15" ADA VOTING UNIT	54753	V5146580	F
756	USED 15" ADA VOTING UNIT	54754	V5138843	F
757	USED 15" ADA VOTING UNIT	54755	V5144232	F
758	USED 15" ADA VOTING UNIT	54756	V5142832	F
759	USED 15" ADA VOTING UNIT	54757	V5142842	F
760	USED 15" ADA VOTING UNIT	54758	V5143435	F

FIXED ASSET DIVISION USE ONLY

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DEPT.

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-302

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

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RECEIVED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
761	USED 15" ADA VOTING UNIT	54759	V5141777	F
762	USED 15" IVOTRONIC VOTER UNIT	54760	V5167167	F
763	USED 15" IVOTRONIC VOTER UNIT	54761	V5143568	F
764	USED 15" IVOTRONIC VOTER UNIT	54762	V5185251	F
765	USED 15" IVOTRONIC VOTER UNIT	54763	V5166857	F
766	USED 15" IVOTRONIC VOTER UNIT	54764	V5146248	F
767	USED 15" IVOTRONIC VOTER UNIT	54765	V5107677-C	F
768	USED 15" IVOTRONIC VOTER UNIT	54766	V5105439-C	F
769	USED 15" IVOTRONIC VOTER UNIT	54767	V5166770	F
770	USED 15" IVOTRONIC VOTER UNIT	54768	V5104866-C	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED
JUN 15 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-303

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE: 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
771	USED 15" IVOTRONIC VOTER UNIT	54769	V5165330	F
772	USED 15" IVOTRONIC VOTER UNIT	54770	V5105780-C	F
773	USED 15" IVOTRONIC VOTER UNIT	54771	V5163211	F
774	USED 15" IVOTRONIC VOTER UNIT	54772	V5106933-C	F
775	USED 15" IVOTRONIC VOTER UNIT	54773	V5155186	F
776	USED 15" IVOTRONIC VOTER UNIT	54774	V5108956-C	F
777	USED 15" IVOTRONIC VOTER UNIT	54775	V5105156-C	F
778	USED 15" IVOTRONIC VOTER UNIT	54776	V5166685	F
779	USED 15" IVOTRONIC VOTER UNIT	54777	V5184829	F
780	USED 15" IVOTRONIC VOTER UNIT	54778	V5105214-C	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines trailed in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-15-17
Contact Person transferring item(s) out	Yvonne Ramon	Yvonne Ramon	6/14/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 15 2017 BY

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-304

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

PASSED

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
781	USED 15" IVOTRONIC VOTER UNIT	54779	V5166324	F
782	USED 15" IVOTRONIC VOTER UNIT	54780	V5146152	F
783	USED 15" IVOTRONIC VOTER UNIT	54781	V5145477	F
784	USED 15" IVOTRONIC VOTER UNIT	54782	V5164008	F
785	USED 15" IVOTRONIC VOTER UNIT	54783	V5166501	F
786	USED 15" IVOTRONIC VOTER UNIT	54784	V5166236	F
787	USED 15" IVOTRONIC VOTER UNIT	54785	V5163484	F
788	USED 15" IVOTRONIC VOTER UNIT	54786	V5104975-C	F
789	USED 15" IVOTRONIC VOTER UNIT	54787	V5108694-C	F
790	USED 15" IVOTRONIC VOTER UNIT	54788	V5143054	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

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	PRINT NAME	SIGNATURE	DATE
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DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 15 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-305

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
791	USED 15" IVOTRONIC VOTER UNIT	54789	V5144804	F
792	USED 15" IVOTRONIC VOTER UNIT	54790	V5149233	F
793	USED 15" IVOTRONIC VOTER UNIT	54791	V5142975	F
794	USED 15" IVOTRONIC VOTER UNIT	54792	V5109615-C	F
795	USED 15" IVOTRONIC VOTER UNIT	54793	V5146414	F
796	USED 15" IVOTRONIC VOTER UNIT	54794	V5121263	F
797	USED 15" IVOTRONIC VOTER UNIT	54795	V5166793	F
798	USED 15" IVOTRONIC VOTER UNIT	54796	V5104384-C	F
799	USED 15" IVOTRONIC VOTER UNIT	54797	V5105079-C	F
800	USED 15" IVOTRONIC VOTER UNIT	54798	V5106861-C	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

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DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED
JUN 15 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-306

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
801	USED 15" IVOTRONIC VOTER UNIT	54799	V5166749	F
802	USED 15" IVOTRONIC VOTER UNIT	54800	V5106916-C	F
803	USED 15" IVOTRONIC VOTER UNIT	54801	V5169182	F
804	USED 15" IVOTRONIC VOTER UNIT	54802	V5143004	F
805	USED 15" IVOTRONIC VOTER UNIT	54803	V5108867-C	F
806	USED 15" IVOTRONIC VOTER UNIT	54804	V5104895-C	F
807	USED 15" IVOTRONIC VOTER UNIT	54805	V5106070-C	F
808	USED 15" IVOTRONIC VOTER UNIT	54806	V5145247	F
809	USED 15" IVOTRONIC VOTER UNIT	54807	V5146818	F
810	USED 15" IVOTRONIC VOTER UNIT	54808	V5141737	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

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DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 15 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-307

CONTACT INFORMATION:

NAME (PRINT) Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
811	USED 15" IVOTRONIC VOTER UNIT	54809	V5109540-C	F
812	USED 15" IVOTRONIC VOTER UNIT	54810	V5163161	F
813	USED 15" IVOTRONIC VOTER UNIT	54811	V5164031	F
814	USED 15" IVOTRONIC VOTER UNIT	54812	V5134345	F
815	USED 15" IVOTRONIC VOTER UNIT	54813	V5105314-C	F
816	USED 15" IVOTRONIC VOTER UNIT	54814	V5185231	F
817	USED 15" IVOTRONIC VOTER UNIT	54815	V5165061	F
818	USED 15" IVOTRONIC VOTER UNIT	54816	V5166483	F
819	USED 15" IVOTRONIC VOTER UNIT	54817	V5166196	F
820	USED 15" IVOTRONIC VOTER UNIT	54818	V5104270-C	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

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EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 15 2017

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-308

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
821	USED 15" IVOTRONIC VOTER UNIT	54819	V5104145-C	F
822	USED 15" IVOTRONIC VOTER UNIT	54820	V5104451-C	F
823	USED 15" IVOTRONIC VOTER UNIT	54821	V5163431	F
824	USED 15" IVOTRONIC VOTER UNIT	54822	V5145105	F
825	USED 15" IVOTRONIC VOTER UNIT	54823	V5105566-C	F
826	USED 15" IVOTRONIC VOTER UNIT	54824	V5147443	F
827	USED 15" IVOTRONIC VOTER UNIT	54825	V5136401	F
828	USED 15" IVOTRONIC VOTER UNIT	54826	V5163386	F
829	USED 15" IVOTRONIC VOTER UNIT	54827	V5163575	F
830	USED 15" IVOTRONIC VOTER UNIT	54828	V5147586	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: machines traded in for new equipment

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

EFFECTIVE DATE 03/01/13

RECEIVED JUN 15 2017

POSTED

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-309

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
831	USED 15" IVOTRONIC VOTER UNIT	54829	V5110251-C	F
832	USED 15" IVOTRONIC VOTER UNIT	54830	V5107039-C	F
833	USED 15" IVOTRONIC VOTER UNIT	54831	V5186213	F
834	USED 15" IVOTRONIC VOTER UNIT	54832	V5166394	F
835	USED 15" IVOTRONIC VOTER UNIT	54833	V5144375	F
836	USED 15" IVOTRONIC VOTER UNIT	54834	V5166787	F
837	USED 15" IVOTRONIC VOTER UNIT	54835	V5166576	F
838	USED 15" IVOTRONIC VOTER UNIT	54836	V5149511	F
839	USED 15" IVOTRONIC VOTER UNIT	54837	V5162120	F
840	USED 15" IVOTRONIC VOTER UNIT	54838	V5104951-C	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

RECEIVED JUN 15 2017 BY

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus-Trade In	9999
TRANSFER FROM:	Hidalgo County Elections Department	130

TF# 2017-310

CONTACT INFORMATION:

NAME (PRINT Yvonne Ramon | PHONE. 956-318-2570 | FAX NO.:956-393-2039 | E-MAIL: yvonne.ramon@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
841	USED 15" IVOTRONIC VOTER UNIT	54839	V5166642	F
842	USED 15" IVOTRONIC VOTER UNIT	54840	V5107648-C	F
843	USED 15" IVOTRONIC VOTER UNIT	54841	V5110512-C	F
844	USED 15" IVOTRONIC VOTER UNIT	54842	V5104188-C	F
845	USED 15" IVOTRONIC VOTER UNIT	54843	V5118344	F

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT $		$

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

AI-60301 **Purchasing Department** **21. H. 2.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

CLARIFICATION ON AI-32562 REG. ON 06/26/12 for the Vendor's name change from **SOE Software to SOE Software dba SCYTL** to continue "Sole Source Declaration" for SOE SOFTWARE/dba Scytl with authority to purchase and continue with the agreement for the following software with licenses, support and maintenance services detailed herein:
CLARITY ENR PRICING SERVICE PRICE for the following years:
Service

	Fee	Invoicing Date
Clarity ENR Implementation New ENR Platform and Annual Maintenance Fee * 7/01/17-06/30/18	$19,200	July 1st , 2017
Clarity ENR Annual Maintenance 07/1/18-06/30/19	$15,200	June 1st, 2018
Clarity ENR Annual Maintenance 7/01/19-06/30/20	$15,200	June 1st, 2019

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-414-00-130-001-0-336

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req #344518 for SOE Software Corp. d/b/a SCYTL; funds available as of 6-21-17. User department must have funds identified and available for subsequent years.

In accordance with article 9.1 of agreement, **the County (i.e. customer) is required to pay Subscription fees upfront at the beginning of each year term.**

Attachments

Affidavit

Sole source Declaration Memo
Texas Loc. Gov Code
REQ 344518
HB 1295 & Acknowledgement
SCYTL Revised Agreement
Legal Review

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/15/2017 02:47 PM
Budget & Management	Veronica Ortiz	06/15/2017 02:48 PM
Ivan Cantu	Ivan Cantu	06/21/2017 10:19 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Elena Gomez		Started On: 06/13/2017 04:15 PM
Final Approval Date: 06/23/2017		

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Bill Murphy a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Bill Murphy. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: SOE Software.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Clarity Election Night Reporting (ENR) Clarity Control Election Project Mgmt
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature [signature]

SWORN AND SUBSCRIBED TO under oath before me on 6th day of June, 2012.

[signature]
NOTARY PUBLIC

Notary Public State of Florida
Michael Greenman
My Commission DD879725
Expires 06/27/2013

Michael Greenman
PRINTED NAME

6/27/2013
MY COMMISSION EXPIRES

COMPANY NAME: SOE Software
ADDRESS, CITY, STATE & ZIP CODE: 5426 Bay Center Dr. Ste 525
PHONE: (813) 865-7548 NUMBER:
CONTACT NAME AND TITLE: Bill Murphy, Director of Business Development
WEB ADDRESS: www.SOESoftware.com EMAIL: bmurphy@soesoftware.com
FEDERAL TAX ID NUMBER: 82-0565032 TEXAS SALES TAX NUMBER: N/A

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
SOLE SOURCE DECLARATION

"ORDER"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Date: June 26, 2012

Re: "Sole Source Declaration" - SOE Software

Hidalgo County Elections Department wishes to acquire software specific including, but not limited to:

A. enhancing activities related to the preparation, organization and planning to the elections process;
B. aiding with gathering, organization, and presentation of election results;

SOE Software is the sole proprietary developer/creator and distributor of Clarity Election Suite (specifically Clarity ENR and CONTROL modules). Companies that desire to sell these software products must not only purchase them from SOE but also sign "non-compete" agreements.

Therefore, as the Hidalgo County Elections Department in order to improve, expand and efficiently operate the election process must purchase from SOE Software the sole creator/developer/distributor of the Clarity ENR and CONTROL modules including licenses, maintenance and support and related services.

(c) A county may receive bids or proposals under this subchapter in hard-copy format or through electronic transmission. A county shall accept any bids or proposals submitted in hard-copy format.

Added by Acts 2001, 77th Leg., ch. 1063, § 1, eff. Sept. 1, 2001.

§ 262.023. Competitive Requirements for Certain Purchases

(a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding $50,000, the commissioners court of the county must:

(1) comply with the competitive bidding or competitive proposal procedures prescribed by this subchapter;

(2) use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or

(3) comply with a method described by Subchapter H, Chapter 271.

(b) The requirements established by Subsection (a) apply to contracts for which payment will be made from current funds or bond funds or through anticipation notes authorized by Chapter 1431, Government Code, or time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271).[1]

(b–1) A county that complies with a method described by Subchapter H, Chapter 271, as provided by Subsection (a)(3), to enter into a contract for which payment will be made through anticipation notes authorized by Chapter 1431, Government Code, may not issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) $10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007; Acts 2009, 81st Leg., ch. 1266, § 4, eff. June 19, 2009.

[1] V.T.C.A., Local Government Code § 271.041 et seq.

Section 2 of Acts 2007, 80th Leg., ch. 689 provides:

"The changes in law made by this Act apply only to a contract entered into on or after the effective date [Sept. 1, 2007] of this Act. A contract entered into before the effective date of this Act is governed by the law in effect when the contract was entered into, and the former law is continued in effect for that purpose."

Section 17 of Acts 2009, 81st Leg., ch. 1266 provides:

"The change in law made by this Act applies only to a claim that arises under a contract executed on or after the effective date of this Act. A claim that arises under a contract executed before the effective date of this Act is governed by the law as it existed immediately before the effective date of this Act, and that law is continued in effect for that purpose."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; [1] or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 59(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, § 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, § 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, § 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 442, § 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, § 1, eff. June 15, 2001; Acts 2007, 80th Leg., ch. 1272, § 3, eff. Sept. 1, 2007.

[1] V.T.C.A., Bus. & Com. Code § 17.81 et. seq.

§ 262.0241. Mandatory Exemptions: Certain Recreational Services

(a) This section applies only to a county that:

(1) has a population of 20,000 or less; and

(2) owns not more than one golf course open for public use.

(b) The competitive bidding and competitive proposal procedures prescribed by this subchapter do not apply to the purchase of:

(1) management services for:

(A) a county-owned golf course; or

(B) a retail facility owned by the county and located on the premises of the golf course; and

(2) landscape maintenance services for a county-owned golf course.

Added by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

Requisition

Req # 00344518

PO #

Date: 06/14/17

Bill To: x
x

Vendor : 399515
SOE SOFTWARE CORPORATION
SCYTL
5426 BAY CENTER DRIVE, SUITE 525
TAMPA FL 33609
FAX (813)207-2047

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: Mel Esparza
956-318-2570

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	Annual Assurance Clarity ENR (Election Night Reporting) 07/01/2017-06/30/2018	15,200.00	15,200.00
1.00	EACH	Election Night Reporting (ENR) Web02 Implementation Fee (One Time Charge)	4,000.00	4,000.00
		Account No	Encumbrance	
		7-1100-414-00-130-001-0-336	19,200.00	
			Freight	.00
			Total	19,200.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-224085

Date Filed:
06/15/2017

Date Acknowledged:
06/15/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SOE Software Corporation dba Scytl
Tampa, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Elections Office
Req # 344518

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

SOE Software Saas Agreement
Software for Election Night Reporting

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
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SOE Software Corporation dba Scytl
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Hidalgo County Elections Office

Req. 344518 Req # 344518

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SOE Software Saas Agreement
Software for Election Night Reporting

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Holly M. Elliott
Commission # FF931579
Expires: October 28, 2019
Bonded thru Aaron Notary

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Marc Frakello, this the 15th day of June, 20 17, to certify which, witness my hand and seal of office.

Holly M. Elliott — Holly M. Elliott — Office Manager

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

SUBSCRIPTION AGREEMENT
Between
Hidalgo County Election Department
&
SOE SOFTWARECORPORATION (d/b/a SCYTL)

PREAMBLE

This SUBSCRIPTION AGREEMENT (the "Agreement") is entered into as of this 1st of July, 2017 by and between Hidalgo County with address at 101 S 10th Ave, Edinburg, TX 78539, United States (the "Customer") and SOESoftware Corporation (d/b/a SCYTL) a corporation existing under the laws of Florida, with principal offices at 5426 Bay Center Drive, Suite 525, Tampa, FL 33609("SCYTL"). Collectively, SCYTL and the Customershall be referred to as the "PARTIES" and each separately as the "PARTY".

RECITALS

A. SCYTL is a technology company specializing in providing election management and online voting solutions. SCYTL has developed and is the rightful owner/SCYTL is the rightful Licensor of a (Election Night Reporting), among other solutions (hereinafter referred to as the SOFTWARE).

B. The Customer has decided to retain the services of SCYTL to provide the SOFTWARE on a SaaS model.

C. The PARTIES desire to enter into this SaaSAgreement so as SCYTL will license the Software to the Customer and provide it with associated services under the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the PARTIES agree as follows:

ARTICLE 1. - DEFINITIONS

- Documentation: means standard documentation including setup and back-office user guides in English
- Customer: means Hidalgo County Elections
- SaaS: Software as a Service.
- SCYTL: SOE SOFTWARE CORPORATION
- Software: Election Night Reporting
- Subscription: the services and license provided by SCYTL to the Customer under the terms and conditions of this Agreement as defined in Articles 2 and 3.

ARTICLE 2.-SOFTWARE SUBSCRIPTION

2.1. Provision of the SOFTWARE.Under the terms and conditions hereunder agreed SCYTL provides the Customer with (i) the SOFTWAREas SaaS; (ii) Maintenance and support services as defined in Article 4; and (iii) hosting for the SOFTWARE(all of them referred hereinafter as the Subscription).

2.2. Grant of License. Subject to the terms and conditions of this Agreement and payment of the Subscription fees, Scytl hereby grants the Customera non-exclusive, non-perpetual, non-transferable license to use the SOFTWARE and the Documentation for internal purposes.

2.3. Reservation of Rights. The SOFTWAREand Documentation are licensed, not sold. SCYTL and affiliates own and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights), in and to the SOFTWAREand Documentation and any copies, corrections, bug fixes, enhancements, modifications, Updates, Upgrades, or new versions thereof, all of which shall be deemed part of the SOFTWARE, as the case may be, and subject to all of the provisions of this Agreement. The Customershall keep the SOFTWAREand Documentation free and clear of all liens, encumbrances and/or security interests. No rights are granted to the Customer pursuant to this Agreement other than as expressly set forth in this Agreement.

2.4. Restrictions.The Customer shall not (and shall not allow its customers or any third party) to: (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE and/or Documentation, except to the extent that such restriction is permitted by applicable law; (b) circumvent any user limits or other license timing or use restrictions that are built into the SOFTWARE; (c) sell, resell, rent, lend, transfer, distribute, license, sublicense or grant any rights in the SOFTWAREand/or Documentation in any form to any person without the written consent of Scytl except for the right to authorize the use of the SOFTWAREby its customers under the terms and conditions hereunder agreed; (d) remove any proprietary notices, labels, or marks from the SOFTWARE and/or Documentation except those trademarks which are configurable; (e) unbundle any component of the SOFTWARE and/or Documentation; (f) build a product or service that is competitive with the SOFTWARE; (g) copy any ideas, features, functions or graphics of the SOFTWARE and/or Documentation; (h) copy, frame or mirror any part of the SOFTWARE; (i) permit any third party to access the SOFTWARE or (i) use the SOFTWARE and/or the Documentation in violation of applicable laws.

ARTICLE 3. -HOSTING AND INSTALLATION

3.1. SCYTL shall provide the Customer with the following services included in the Subscription Fee as defined in Article 2.

a. Hosting of the SOFTWARE in SCYTL's servers in a Cloud Hosted Data Center rented by SCYTL located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty four (24) hours per day except for scheduled maintenance.
b. Installation, test and initial system set up in the servers in the Data Center.

c. Standard documentation including setup and back-office user guides in English.

3.2. SCYTL shall provide the Customer with the following hosting support and service level:

a. Availability of 99.9% uptime (excluding scheduled maintenance windows).
b. Reporting tools will be available upon request to show historic data.
c. Full infrastructure and network redundancy using distributed cloud locations.

ARTICLE 4. - MAINTENANCE AND SUPPORT

4.1.During the Term of this Agreement SCYTL shall provide the Customer with maintenance services and third level support in accordance with the Service Level Agreement attached hereto as an Appendix1, being integral part of this Agreement, which shall consist of (i) the updating and upgrading of the SOFTWARE and (ii) the modification and/or adaptation of the SOFTWARE in order to correct and solve any defects, errors or malfunctions in the SOFTWARE;

4.2 The PARTIES have appointed the following persons as their respective Single Point of Contact (SPOC)

CUSTOMER: Hilda Salinas
Email: hilda.a.salinas@co.hidalgo.tx.us

SCYTL: Maria Kolsen
Email: Maria.Kolsen@Scytl.com

ARTICLE 5. - CUSTOMER AND CUSTOMER DATA

5.1. As between SCYTL and the Customer, Customer exclusively owns all rights, title and interest in and to all its Data.

5.2. Scytl shall not access Customer's Data, except to prevent or respond to service or technical problems or otherwise at Customer request. SCYTL shall not disclose any Customer Data except as compelled by law or as expressly permitted in writing by Customer.

ARTICLE 6. -DATA PROTECTION

6.1. In order to provide Maintenance and Support Services, under this Agreement SCYTL may need to have access or process personal data under the control of the Customer. In that case, SCTYL, as data processor, undertakes to comply with the requirements set forth in the applicable data protection laws and regulations and, in particular:

a. to process the personal data only in accordance with the instructions provided by the Customer as data controller;

b. to not apply or use the personal data for a purpose other than set out in this Agreement, and
c. to not communicate the personal data to other persons even for their preservation.

6.2. SCTYL warrants having in place the required security measures to avoid loss or unauthorized access or use of the personal data to be processed by SCTYL on behalf of theCustomer under this Agreement.

6.3. Upon termination of this Agreement pursuant to Article 8, SCYTL shall destroy or return to the Customer the personal data processed by SCYTL on behalf of the Customer under this Agreement together with any support or document containing personal data.

ARTICLE 7. -CUSTOMER RESPONSIBILITIES.

7.1. The Customer is responsible for all activities that occur in its accounts and for its compliance with the Subscription Agreement.

7.2. The Customer shall: (i) use best practices and have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the SOFTWARE, and notify Scytl promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, provincial, federal and foreign laws in using the SOFTWARE.

7.3. The CUSTOMER acknowledges that SCYTL's ability to deliver the SOFTWARE and the related Services is dependent upon CUSTOMER's full and timely cooperation with SCYTL.

7.4. SCYTL will not be liable for any delays in the delivery caused by CUSTOMER or resulting from CUSTOMER's failure to fulfill any of its obligations.

ARTICLE 8. -SUBSCRIPTION TERM AND TERMINATION

8.1. This Agreement shall be valid and remain in full force and effect for a term of three (3) years as of the Effective Date (the Initial Term)

8.2. By mutual agreement, the PARTIES may, but shall not be obliged to, renew this Agreement in writing (each new term the "Renewal Term").

8.3. This Agreement may be terminated, within the Initial Term or any Renewal Term, for cause upon thirty (30) calendar days prior written notice in the event a Party hereto:

a. Is in material breach of this Agreement and fails to remedy such breach within thirty (30) calendar days after receipt of prior written notice by the non-defaulting Party pursuant to Article 17.1 of this Agreement.
b. Does not pay the yearly Subscription Fee, after being requested in writing to do so by SCYTL and without prejudice of the interests set forth in Article 9.6.

c. Becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
d. Commitment of Current Revenues. In the event that during the term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees to use its best 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 each party hereto.

8.4.Upon termination or expiration of this Agreement the Customer shall unless otherwise set forth in this Article 8 immediately cease the use of the SOFTWARE and if applicable delete and/or destroy all copies of the SOFTWARE.

8.5. Termination shall not relieve the CUSTOMER of the obligation to pay any fees accrued or payable to SCYTL prior to the effective date of termination.

ARTICLE 9. -FEES FOR SUBSCRIPTION AND OTHER SERVICES

9.1. The Customer shall pay to SCYTL as the price of the Subscription (Subscription fee) for the Initial Term the following fees per year which will be paid upfront at the beginning of each year term:

Indicate

9.2. At least ninety (90) days from the end of the (Initial Subscription) Term, the PARTIES agree to review this Subscription Agreement and, should both PARTIES agree to renew or extend the Subscription (The Renewal Term), SCYTL may increase the License fee for any Renewal Term by at least thirty (30) days' prior notice to ET.

9.3. Unless otherwise provided to the contrary in this Agreement, all fees are non-cancellable, non-refundable cannot be decreased during the relevant SubscriptionTerm and will be maintained up to 251,130registered voters.

9.4. All Fees, whether for the Initial Term or any of the Renewal Term, are exclusive of taxes.

9.5. If the Customer does not pay an invoice by the due date for payment, SCYTL may charge and the Customershall pay in conjunction with the unpaid amount, interest at the rate lesser of 2% per month or the maximum rate permitted by law, calculated on the daily balance of the unpaid amount from the due date for payment until that unpaid amount (including accrued interest) is paid in full.

Service	Fee	Invoicing Date

Clarity ENR Implementation New ENR Platform and Annual Maintenance Fee * 7/01/17-06/30/18	$19,200	July 1st , 2017
Clarity ENR Annual Maintenance 07/1/18-06/30/19	$15,200	June 1st, 2018
Clarity ENR Annual Maintenance 7/01/19-06/30/20	$15,200	June 1st, 2019

ARTICLE 10 - SCOPE AND LIMITATION OF AFFILIATE'S AUTHORITY

Nothing in this Agreement shall be deemed to create an agency relationship or the relationship of employer and employee, master and servant, franchiser and franchisee, partnership or joint venture between the PARTIES. It is understood that the relationship between SCYTL and the Customer shall be that of independent contractors.

ARTICLE 11. - CONFIDENTIAL INFORMATION

11.1. Each PARTY agrees and shall undertake to ensure that any and all information received by it in connection with this Agreement which is derived from the Agreement or another PARTY (however acquired and in whatever form) and which is designated by means of appropriate text to be or otherwise should be seen to be of a proprietary or confidential nature shall be treated by it as confidential, and neither PARTY shall disclose all or any part of it to any third-party or otherwise seek to exploit all or any part of it without the prior written consent of the other PARTY. This Article11shall not apply to information which at any time comes into the public domain through no fault of any PARTY.

11.2. Each PARTY agrees to make all reasonable efforts to prevent any of its employees or personnel or any other person(s) from obtaining or making any unauthorized use of, or affecting any disclosure of, any confidential information.

11.3. Any confidential information furnished by a PARTY shall remain the property of the PARTY from which it is derived and, upon termination of this Agreement for any cause whatsoever, the other PARTY shall cease to use the same and shall destroy or return the same to the PARTY from which it is derived together with all related documents and copies.

11.4. Notwithstanding Article 8 with respect to the term of this contract, the obligations in this Article 11shall bind the PARTIES during the term of this Agreement and for three (3) years after this Agreement is terminated for whatever cause.

11.5. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) was known to the Recipient before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of

confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this Agreement; or (f) is disclosed by the Recipient, without a confidentiality requirement imposed on the third party receiving the disclosure, with the Discloser's prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order.

ARTICLE 12. - WARRANTIES AND DISCLAIMERS

12.1. SCYTL represents and warrants that (i) the SOFTWARE will perform materially in accordance with the specifications and requirements of Annex I for the Subscription Term; (ii) the SOFTWARE will not contain any Malicious Code at the time of delivery to the Customer; (iii) SCYTL owns the rights in the SOFTWARE and Documentation to grant to the Customer the rights to use the SOFTWARE and Documentation granted herein; and (iv) to its knowledge, the SOFTWARE and Documentation do not infringe any intellectual property rights of any third party. SCYTL does not warrant, however, that the Customer's use of the SOFTWARE will be uninterrupted and that the operation of the SOFTWARE will be error-free.

12.2. In the event of a breach during the applicable warranty period of one or more of the warranties set forth in Section 12.1hereof, SCYTL shall use reasonable commercial efforts to correct such breach of the warranty. If Scytl is unable to remedy the breach of warranty within a reasonable time, SCYTL shall refund the purchase price of the SOFTWARE.

12.3. The foregoing warranty is only applicable if SCYTL receives written notice of a breach of warranty within thirty (30) days after the end of the applicable warranty period. Such notice must contain sufficient information regarding the circumstances under which the warranty breach can be observed. The warranty shall not apply to the extent that the breach is caused by misuse, negligence, accident, unauthorized modification, alteration, customization or repair, improper operation or maintenance.

12.4. THE WARRANTIES SET OUT IN SECTION 12 HEREOF ARE THE ONLY WARRANTIES PROVIDED BY SCYTL AND THE REMEDIES SET OUT IN SECTION 12.2 HEREOF ARE THE SOLE AND EXCLUSIVE REMEDIES OF ETFOR A BREACH OF WARRANTY.

ARTICLE 13. -INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

13.1. Subject to this Agreement, SCYTL shall defend, indemnify and hold the Customer harmless against any loss, damage or costs (including reasonable legal fees) incurred in connection with claims, demands, suits, or proceedings made or brought against the Customer by a third party alleging that the use of the SOFTWARE and Documentation as contemplated hereunder infringes the intellectual property rights of a third party (each an "Infringement Claim"); provided, that the Customer(a) promptly gives written notice of the Infringement Claim to SCYTL; (b) gives SCYTL sole control of the defense and settlement of the Infringement Claim (provided that SCYTL may not settle or defend any Infringement Claim unless it unconditionally releases the Customer of all liability); and (c) provides to Scylla reasonable assistance and information.

13.2.If (a) SCYTL becomes aware of an actual or potential Infringement Claim, or (b) the Customer providesSCYTL with notice of an actual or potential Infringement Claim, SCYTL may (or in the case of an injunction against the Customer, shall), at SCYTL' sole option and determination: (i) procure for the Customer the right to continue to use the SOFTWARE; or (ii) replace or modify the SOFTWARE with equivalent or better SOFTWARE so that the Customer's use is no longer infringing; or (iii) if (i) and (ii) are not commercially reasonable, as determined by Scytl in its sole discretion, terminate the license(s) for such SOFTWARE and refund to the Customer that portion of any prepaid subscription fees that is applicable to the period following the termination of the Subscription pursuant to this Section 13, less any outstanding moneys owed on such affected portion of the SOFTWARE.

13.3. The indemnity in this Article does not extend to (1) any Infringement Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the SOFTWARE furnished by SCYTL with other products, SOFTWARE or services not provided or approved by SCYTL, other than SOFTWARE designed by SCYTL with certain commercial hardware or other commercially available SOFTWARE, if such infringement would have been avoided but for such combination; (2) any Infringement Claim related to or in connection with any modification of the SOFTWARE by anyone other than SCYTL if such infringement would have been avoided but for such combination; (3) any Infringement Claim in respect to any version of the SOFTWARE other than the most current version; or (4) any use, distribution, sublicensing or exercise of any other right outside the scope of the licenses granted in this Agreement.

13.4. THIS ARTICLE 13 CONTAINS SCYTL' ENTIRE LIABILITY, AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, FOR INFRINGEMENT CLAIMS.

ARTICLE 14. -CUSTOMER INDEMNIFICATION

To the extent permitted under the Constitution and laws of the State of Texas, the Customershall defend, indemnify and hold SCYTL harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with any claims, demands, suits, or proceedings made or brought against SCYTL by a third party alleging that the Customer's Data orthe Customer use of the SOFTWARE and Documentation in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that SCYTL (a) promptly gives written notice of the third party claim to the Customer; (b) gives the Customer sole control of the defense and settlement of the third party claim (provided that the Customer may not settle or defend any third party claim unless it unconditionally releases SCYTL of all liability); and (c) provides to the Customer, at the Customer's cost, all reasonable assistance and information.

ARTICLE 15. - LIMITATION OF LIABILITY

15.1. SUBJECT TO SECTION 15.3. HEREOF, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS).

15.2. Limitation of Liability. SUBJECT TO SECTION 15.3 HEREOF, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENTOR RELATING TO THE SUBJECT MATTER HEREOF FOR ALL CLAIMS, COSTS, LOSSES AND DAMAGES EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM THE CUSTOMER HEREUNDER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

15.3. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (II) INDEMNIFICATION CLAIMS, (III) DAMAGES ARISING FROM INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; (IV) ANY CLAIMS FOR NON-PAYMENT, (V) FRAUD OR WILLFUL MISCONDUCT, OR (VI) BODILY INJURY OR DEATH.

ARTICLE 16.-NOTICES

16.1.All notices given pursuant to this Agreement shall be given personally or be sent by facsimile, e-mail or hand delivery; or by express delivery/courier service to a PARTY's address set forth in Articles 16.2 and 16.3, with all postage or other charges of conveyance prepaid and shall be effective upon the actual receipt thereof.

16.2. Unless and until otherwise notified to SCYTL, Customer's address for the purposes of this agreement shall be:

Hidalgo County Elections Department
101 S 10th Ave, Edinburg, TX 78539, AL 35801

Attention: Yvonne Ramon, Elections Administrator
E-mail: yvonne.ramon@co.hidalgo.tx.us

16.3. Unless and until otherwise notified to the Customer, SCYTL's address for the purposes of this agreement shall be:

SOE SOFTWARE CORPORATION
5426 Bay Center Drive, Suite 525,
Tampa, FL 33609
Attention: Marc Fratello
Email: marc.fratello@scytl.com
c.c.:
Scytl Secure Electronic Voting S.A.
1-3 PlacaGallaPlacida
08006 Barcelona
Spain
Attention: Mrs. Silvia Caparrós de Olmedo
Email: silvia.caparros@scytl.com

ARTICLE 17- OTHER PROVISIONS

17.1. Cure any failure by a PARTY to meet any of its obligations under this Agreement, must be brought to the other PARTY's attention, in writing. The defaulting PARTY shall have thirty (30) days after receiving such notification to cure such failure and meet its obligations.

17.2. No Waiversthe failure of either PARTY to this Agreement to exercise any of its rights hereunder upon breach by the other PARTY or any condition, covenant or provision contained in this Agreement shall not be construed as a waiver thereof, nor as a waiver of the same or any other default subsequently occurring.

17.3. Headings The headings of the articles and sections in this Agreement are employed, and are for, the convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meanings of the PARTIES.

17.4. Severability if any provision of this Agreement is determined to be unenforceable, the remaining provisions of the Agreement shall remain in effect to the extent possible in the absence of the unenforceable provision.

17.5. Authority Each PARTY represents and warrants that the undersigned has full authority to execute this Agreement and to bind the PARTY to the terms and provisions herein.

17.6. Jurisdiction This Agreement shall be construed in accordance with and governed by the laws of Florida and each party agrees to submit to the jurisdiction of the courts of Texas.

17.7. Entire Agreement This Agreement contains the entire agreement between the PARTIES, and all prior or contemporaneous agreements and understandings, oral or written (including, without limitation, any correspondence, proposed drafts or term sheets) are merged herein and superseded hereby. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless done so in writing and signed by both PARTIES.

17.8. Transfer of Right Neither PARTY shall transfer or assign any and all of its rights or obligations under this Agreement without the prior written consent of the other PARTY. Consent shall not be unreasonably withheld.

17.9. Force Majeure Neither PARTY will be responsible for any failure to perform hereunder due to unforeseen circumstances or cause beyond the non-performing PARTY's reasonable control including, without limiting the foregoing, a strike or other labor disturbance, lock-out, riot, delay in transportation, the inability to secure labor, materials, supplies or equipment, an act of God or the elements, fire, flood, or accidents, an act of war or conditions arising out of or attributable to war, laws, rules, and regulations of any governmental authority, procedures relating to environmental matters, delay in the issuance of required permits or approvals with respect to any operations or activities, or any other matters or conditions which are beyond the reasonable control of such PARTY, whether or not similar to the matters and conditions herein specifically enumerated. This Article 17.9 does not apply to excuse a failure to make payments when due.

17.10 Counterparts This Agreement may be executed in two or more counterparts, and each counterpart shall become binding when the other(s) has or have been signed as if it had been signed by

each PARTY. Facsimile signatures shall be considered original signatures for the purposes of execution and enforcement of the rights and obligations described herein.

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on this date first written above intending to be bound thereby,

CUSTOMER	**SOE SOFTWARE CORPORATION** (D/b/a SCYTL)
_____	_____
By: Ramon Garcia County Judge	By: Marc Fratello General Manager

Zimbra **elena.gomez@co.hidalgo.tx.us**

Re: Elections-ENR agreement

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Tue, Jun 20,

Subject : Re: Elections-ENR agreement

To : Elena Gomez <elena.gomez@co.hidalgo.tx.us>

Subject to the requested revisions having been made, I approve form of the agreement with SCYTL.

Please let me know if you should need any additional informatio

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

AI-60407 **Purchasing Department** **21. I. 1.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following for C-CAP-17-124-05-16-El Paraiso Subdivision between Hidalgo County and Castle Enterprises, LLC, as submitted through project engineer Javier Hinojosa Engineering:

A. Final construction contract (CC previously approved to award on 05-16-17) in the amount of $205,914.93;

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee (Norma Ceballos) to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:** 7-1312-431-00-123-247-0-72X

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available through req # 345165 as of 06/23/2017.

Attachments

paraiso contract

262.031

ai request

1

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/22/2017 05:30 PM
Budget & Management	Veronica Ortiz	06/23/2017 08:35 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Yvette Salinas Started On: 06/22/2017 01:55 PM
Final Approval Date: 06/23/2017

HIDALGO COUNTY PRECINCT #3
BORDER COLONIA ACCESS PROGRAM
ROUND III

TECHNICAL SPECIFICATIONS FOR TURN KEY

BID NO. CAP-17-124-04-26-YSS

EL PARAISO SUBDIVISION

N. Montana Street (N - S)	CSJ#3C-1080-247
Paradise Circle	CSJ#3C-1080-247
N. Montana Street (E - W)	CSJ#3C-1080-247

JAVIER HINOJOSA ENGINEERING
416 E. DOVE AVENUE
McALLEN, TEXAS 78504
(956) 668-1588
FAX: (956) 994-8102
E-mail: javhin@rgv.rr.com
TBPE FIRM NO. F-1295

PURCHASING DEPARTMENT
County Of Hidalgo

April 24, 2017

RE:
ADDENDUM NO.1
FOR BID No.: CAP-17-124-04-26 -YSS
"ROAD AND DRAINAGE CONSTRUCTION FOR EL PARAISO SUBDIVISION"
HIDALGO COUNTY PRECINCT NO. 3

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1**, in connection with **HIDALGO COUNTY PRECINCT NO. 3** request for bids for **"ROAD AND DRAINAGE CONSTRUCTION FOR EL PARAISO SUBDIVISION"**.

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice via email to javhin@rgv.rr.com and/or marking receipt in your bid form.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at 956-668-1588.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for Hidalgo County Precinct No. 3 –**" ROAD AND DRAINAGE CONSTRUCTION FOR EL PARAISO SUBDIVISION"**.

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: Linda Castillo
ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Enclosures

MLS/yss

ADDENDUM NO. 1

April 24, 2017

"ROAD AND DRAINAGE CONSTRUCTION FOR EL PARAISO SUBDIVISION"
Hidalgo County Precinct No. 3
BID NO.: CAP-17-124-04-26-YSS

PLEASE NOTE CHANGES AS FOLLOWS IN THE AS NOTED ON THE FOLLOWING :

Item No. 1 : The attached Statement of Credentials replaces the form found in the bid documents. These Statement of Credentials are to be utilized in submission of the bid.

I, Linda Castillo, acknowledge receipt of ADDENDUM NO. 1 dated, April 24, 2017, for RFB-HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM **"ROAD AND DRAINAGE CONSTRUCTION FOR EL PARAISO SUBDIVISION"**

Castle Enterprises, LLC
Printed Bidder Name

4/24/2017
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

TABLE OF CONTENTS
CAP-17-124-04-26-YSS
EL PARAISO SUBDIVISION

1) Advertisement and Invitation for Bids
2) Hidalgo County Revised Legal Notice
3) Bidder Acknowledgement
3a) Statement of Credentials
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond
10a) RFB Check list

11) **Exhibit C**
   - **a.** Insurance

12) General Conditions of the Agreement
13) Title 29 Labor Standards
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications
   - **a.** Technical Specifications
   - **b.** Hidalgo County Specifications as per 340
   - **c.** Government Specifications & Special Provisions

17) **Exhibit B**
   - **a.** Debarment
   - **b.** W-9
   - **c.** Bidder/Vendor Application
   - **d1.** Conflict of Interest Questionnaire
   - **e.** Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**
   - **a.** Government code Ch 2258
   - **b.** Prevailing Wage Rate
   - **c.** Davis Bacon (USE MOST CURRENT)

19) **Exhibit E**
   - **a.** Checklist
   - **b.** Change Order
   - **c.** Application for Payment
   - **d.** Estimate Quantity Update Worksheet
   - **e.** Schedule of Values
   - **f.** Contract Time Statement

g. Colonia Testing Requirements
h. List of Suppliers
i. Partial Release of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
k. Prevailing Wage Rates Certificate Statement
l. Certificate of Construction Completion
m. Contractor's Affidavit of Release of Liens
n. Payment Schedule
o. Quantity Work Sheet
p. Retainage Release TXDOT Final Inspection letter

20) Exhibit G, Title VI Appendices "A" through "E"

21) Construction Identification Sign

REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO.3 with sealed bids on:
CAP-17-124-04-26-YSS"ROAD & DRAINAGE CONSTRUCTION FOREL PARAISO SUBDIVISION"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%**of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of**JAVIER HINOJOSA ENGINEERING, 416 E. DOVE AVENUE McAllen, Texas 78504,**Phone No **956-668-1588**for the amount of **$150.00 each.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, APRIL 19, 2017**at **2:00P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **CAP-17-124-04-26-YSS "ROAD & DRAINAGE CONSTRUCTION FOR EL PARAISO SUBDIVISION"**on the lower left hand corner of sealed envelopes/and or packets. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, HidalgoCounty Purchasing Agent
HidalgoCounty Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy281
Edinburg, Texas78539

Physical Location:
Hidalgo County Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd& Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, APRIL 26, 2017**at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281,HidalgoCountyNewAdministrationBuilding, Edinburg, Texas78539**.NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx.D.O.T.) and Urban County Program CDBG funds.

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this **5TH DAY OFAPRIL, 2017.**

MARTHA L. SALAZAR, CPPB
HIDALGOCOUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

DATE: _____

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"HIDALGO COUNTY PRECINCT NO. 3 - ROAD & DRAINAGE CONSTRUCTION OF EL PARAISO SUBDIVISION"**
Bid No: CAP-17-124-04-26-YSS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration, **as packets have been modified.**

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss
Enclosures

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY-PCT NO. 3

"HIDALGO COUNTY - ROAD & DRAINAGE CONSTRUCTION FOR EL PARAISO SUBDIVISION"

Acceptance Date: April 26, 2017

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yvette Salinas
Tel: (956) 318-2626 Ext. 4874
yvette.salinas@co.hidalgo.tx.us

Sealed bids will be received for **"HIDALGO COUNTY –BCAP Pct No. 3-"ROAD & DRAINAGE CONSTRUCTION FOR EL PARAISO SUBDIVISION"** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

1. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: CAP-17-124-04-26-YSS "HIDALGO COUNTY- BCAP Pct No. 3 - ROAD & DRAINAGE CONSTRUCTION FOR EL PARAISO SUBDIVISION"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MONTH DAY, 2017. NO FACSIMILES, EMAILSOR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "HIDALGO COUNTY- BCAP Pct No. 3 "ROAD & DRAINAGE CONSTRUCTION FOR EL PARAISO SUBDIVISION" - RFB NO.: CAP-17-124-04-26-YSS"** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page/Form – Procurement Form – Areas of Specialization (See**Exhibit "#5"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**)(if applicable);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

2. Hidalgo County reserves the right to: A. separate and accept, or eliminate anyitem(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid."Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

3. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

4. For work to be performed at a County owned or operated location, each bidder shall, in its sole

discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)
d) Notation - "HIDALGO COUNTY-RFB NO.: **CAP-17-124-04-26-YSS**"
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Pct No. 1
Attn: Noemi De Los Rios
1902 Joe Stephens Ave., Ste. 101
Weslaco, TX 78599
(956) 968-8733

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	April 26, 2017
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____, 2017

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all

bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

21. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, Chapter 176 of the Texas Local GovernmentCode requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit E, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with HidalgoCounty for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with HidalgoCounty are encouraged to refer to Texas Local Government

Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFBProject No. (2016-000), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: xxxxx.xxxxx@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYSFROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295.*HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

24. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

29. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Request for Bid
for
HIDALGO COUNTY
BCAP Pct No. 3
"ROAD & DRAINAGE CONSTRUCTION FOR EL PARAISO SUBDIVISION"
BID NO.: CAP-17-124-04-26-YSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New AdministrationBuilding
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that HidalgoCounty reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Castle Enterprises, LLC
Address: 2210 Mayo Rd, Monte Alto, TX 78538
By: Linda Castillo
Printed Name: Linda Castillo
Title: Owner

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: Castle Enterprises, LLC

Address: 2210 Mayo Rd, Monte Alto, TX 78538

Date Organized: 03/2011 Date Incorporated: 03/2011

Office Number: (956) 743-5417 Fax Number: (956) 743-5419

Number of years in business under present name: 6 yrs.

Type of work performed by your company: General Construction. Road and utilities.

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: Please See Attached.

Address:

Ph/Fx Number: Email:

Scope of Work Description:

Date Completed: Total Cost:

****

2. Owner:

Address:

Please See Attached.

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

Please See Attached.

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

Failure to submit the information as required may result in a disqualification of your bid.

None

6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this 26th day of April, 2017.

Linda Castillo

By Linda Castillo

Title Owner

Subscribed and sworn to me this 24th day of April, 2017

By: (Yvonne Gonzalez)

Notary Public in and for Hidalgo County, Texas

My commission expires Jan 25th 2021

YVONNE GONZALEZ
Notary Public, State of Texas
Comm. Expires 01-25-2021
Notary ID 12219823

Attachment to Bidders Qualifications:
List of Current Projects: Castle Enterprises, LLC

Project Name	Project Owner	Engineer/Architect	Contract Price
City of Penitas – Other Public Facility Improvements Project (Concrete Parking Lot)	City of Penitas 1111 South Main St. Penitas, Texas 78576	LeFevre Engineering 612 W Nolana McAllen, Texas 78504	$45,554.90
CSP #17-69, Paving Repair and Maintenance Services	Edinburg CISD 411 N 8th Street Edinburg, TX 78541	Edinburg CISD	TBD
City of Alton – Sanitary Sewer Improvements Palm Subdivision No. 2	City of Alton 509 S. Alton Blvd. Alton, Texas 78573	Javier Hinojosa Engineering 416 E Dove Ave McAllen, TX 78504	$129,660.00
Minnesota-Cesar Chavez Area Drainage Improvements	Hidalgo County Drainage District #1 902 N. Doolittle Road, Edinburg, TX 78542	Quintanilla, Headley & Associates 124 E. Stubbs Street Edinburg, TX 78539	$339,732.77

Attachment to Bidders Qualifications:
List of Projects Completed: Castle Enterprises, LLC

Project Name	Project Owner	Engineer/Architect	Contract Price
Donna Emergency Generator Installation	City of Donna 1304 Silver Ave. Donna, Texas 78537	Sames Engineering 200 South Cage Boulevard Pharr, Texas 78577	$95,000.00
Texas Department Of Transportation Gas line Installation/Parking lot	Texas Department of Transportation Austin Texas 150 E. Riverside Drive Austin, Texas 78704	Ken Newman Texas Department of Transportation Austin Texas 512-416-3211	$69,000.00
Alton City Alleyway Project	Steve Pena-Assistant City Manager City of Alton Office: 956-432-0760	Steve Pena-Assistant City Manager City of Alton Office: 956-432-0760	$30,000.00
Alton City La Pointe Paving Project	Steve Pena-Assistant City Manager City of Alton Office: 956-432-0760	Steve Pena-Assistant City Manager City of Alton Office: 956-432-0760	$103,000.00
Hidalgo County Housing Authority Villa Sandoval Waterline Replacement Project	Hidalgo County 2812 S. Business Highway 281 Edinburg, Texas 78539	Mata Garcia Architects 1314 Ivy Avenue McAllen, Texas 78501	$42,000.00
Elsa Housing Authority Los Vecinos Apartment Sewer and drainage Improvements	Elsa Housing Authority 1004 Live Oak Street Elsa, Texas 78543	GMS Architects 1150 Paredes Line Road Brownsville, Texas 78521	$259,000.00
Hidalgo County Urban County Project San Juan Drainage & Street Improvements Project	Hidalgo County 2812 S. Business Highway 281 Edinburg, Texas 78539	Ronnie Cruz Cruz - Hogan Consultants 956-682-5022	$249,000.00
City of San Juan 3 Street Improvements	City of San Juan 709 S. Nebraska San Juan, Texas 78589	Ronnie Cruz Cruz - Hogan Consultants 956-682-5022	$69,000.00
Hidalgo County Pct. No. 3 Randolph Barnett Street Improvements	Hidalgo County 2812 S. Business Highway 281 Edinburg, Texas 78539	Javier Hinojosa Engineering 956-668-1588	$80,000.00
Hidalgo County Pct. No. 1 Saenz Ave Street Improvements Project	Hidalgo County 2812 S. Business Highway 281 Edinburg, Texas 78539	Jose A. Sanchez- TEDSI Infrastructure, Engineer 956-424-7898	$223,000.00

Attachment to Bidders Qualifications:
List of Projects Completed: Castle Enterprises, LLC

Edinburg Housing Authority **El Jardin Apartments Paving Improvements**	Edinburg Housing Authority 910 S Sugar Rd Edinburg, TX	Rio Delta Engineering 921 S. 10th Street Edinburg, Texas 78539	$79,000.00
City of Penitas **Barcelona Heights Drainage and Street Improvements**	City of Penitas 1111 South Main St. Penitas, Texas 78576	Sames Engineering 200 South Cage Boulevard Pharr, Texas 78577	$240,000.00
Edinburg Housing Authority **Viviendas Ramirez Apartments Paving Improvements**	Edinburg Housing Authority 910 S Sugar Rd Edinburg, TX	Rio Delta Engineering 921 S. 10th Street Edinburg, Texas 78539	$108,000.00
City of McAllen **Radio Shop Building**	City Of McAllen 1300 West Houston McAllen, Texas 78504	Zef Medrano City Of McAllen 1300 West Houston McAllen, Texas 78504	97,000.00

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # **3** (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, April 26, 2017 at 9:30 a.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # **3** Border Colonia Access Program.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the

closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): Border Access Colonia Project Round **III**
Grant No. 3C1080247
Subdivision Name **El Paraiso Subdivision**

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **120 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$250** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **Javier Hinojosa Engineering Attn: Javier Hinojosa, P.E., 416 E. Dove Avenue, McAllen, Texas 78504** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility.

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

11. Adjustment of Sanitary Sewer manholes and water valves to be incidental to price bid for Right of Way preparation.

12. Relocation of all mailboxes to be considered incidental to price bid for Right of Way Preparation.

BID FORM

Company Name:	Castle Enterprises, LLC
Signature:	Linda Castillo
Printed Name:	Linda Castillo

BID FORM

HIDALGO COUNTY PRECINCT NO. 3
BORDER COLONIA ACCESS PROJECT
CAP-17-124-04-26-YSS
ROAD AND DRAINAGE CONSTRUCTION FOR EL PARAISO SUBDIVISION

BID ITEMS FOR ROAD CONSTRUCTION

TXDOT Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words		Unit Price In Figures	Total Extension In Figures
PAVING							
100	16.21	STA	Preparing ROW	three hundred forty eight	Dollars	$ 348.00	$ 5,641.08
				zero	Cents		
110	3,151	CY	Excavation (Roadway)	five	Dollars	$ 5.80	$ 18,275.80
				eighty	Cents		
247	6,125	SY	8" Flex Base (Compl in place) (TY E GR 4)	seven	Dollars	$ 7.17	$ 43,916.25
				seventeen	Cents		
310	1,224	GAL	ASPH Matrl (MC-30)	seven	Dollars	$ 7.54	$ 9,228.96
				fifty-four	Cents		
340	5,225	SY	1 1/2" ASPH Conc (TY D)	seven	Dollars	$ 7.93	$ 41,434.25
				ninety-three	Cents		
502	4.0	MO	Barricades, Sign and Traffic Handling	one thousand two hundred seventy-six	Dollars	$ 1,276.00	$ 5,104.00
				zero	Cents		
530	90	SY	Turnouts (ASPH-CONC-PAV)(PBS-2)	eighteen	Dollars	$ 18.51	$ 1,665.90
				fifty-one	Cents		
530	563	SY	Driveway (ASPH-PAV) (PB-1)	eleven	Dollars	$ 11.31	$ 6,367.53
				thirty-one	Cents		
530	487	SY	Driveway (Concrete 3000 PSI)	seventeen	Dollars	$ 17.40	$ 8,473.80
				forty	Cents		
531	60	SY	Concrete Sidewalk	seventeen	Dollars	$ 17.21	$ 1,032.60
				twenty-one	Cents		

one hundred forty-one thousand one hundred forty and seventeen cents

Roadway Subtotal	$ 141,140.17

OPENED
9:36 11-16-17

Witnessed

Company Name:	Castle Enterprises, LLC
Signature:	Linda Castillo
Printed Name:	Linda Castillo

DRAINAGE

529	3,242	LF	2" Roll Over Concrete Curb & Gutter (18")	eight Dollars eighty-four Cents	$ 8.84	$ 28,659.28
465	4	EA	Type "A" Inlet	one thousand nine hundred ~~fourteen~~ Dollars zero Cents	$ 1,914.00	$ 7,656.00
465	3	EA	Type "A1" Manhole	two thousand eighty eight Dollars zero Cents	$ 2,088.00	$ 6,264.00
464	368	LF	24" RC Pipe	forty-nine Dollars thirteen Cents	$ 49.13	$ 18,079.84
464	70	LF	18" RC Pipe	thirty-nine Dollars thirty four Cents	$ 39.34	$ 2,753.80
464	2	EA	Safety End Treatment	six hundred eighty Dollars ninety-two Cents	$ 680.92	$ 1,361.84

Drainage Subtotal	$ 64,774.76

Bid Total	$ 205,914.93

OPENED
9:36 11-26-17

Witnessed

BIDDER/COMPANY NAME: Castle Enterprises, LLC
AUTHORIZED SIGNATURE: Linda Castillo
PRINTED NAME: Linda Castillo
TITLE: Owner

Company Name:	Castle Enterprises, LLC
Signature:	Linda Castillo
Printed Name:	Linda Castillo

CONTINUATION OF BID PACKAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid within **120 calendar days** as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (_____) or a Bid Bond in the Sum of $10,295.75 Dollars (5%), which is agreed shall be collected and retained by the **Owner** under the Conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	4/24/2017	Linda Castille	#2		
#3			#4		

Respectfully submitted,

Castle Enterprises, LLC
Name of Firm

By: Linda Castille 4/26/2017
Signature Date

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OR REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER

Owner
Title

2210 Mario Rd
Address

Monte Alto, TX 78538

(956) 743-5417
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

Company Name:	Castle Enterprises, LLC
Signature:	Linda Castille
Printed Name:	

Western Surety Company

BID BOND
(Percentage)

Bond Number: 71901092

KNOW ALL PERSONS BY THESE PRESENTS, That we Castle Enterprises, LLC of 2210 Marro Rd., Monte Alto, TX 78538, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto Hidalgo County of 2802 S. Business Hwy 281, Edinburg, TX 78539, hereinafter referred to as the Obligee, in the sum of Five (5%) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for CAP-17-124-04-26-YSS Road and Drainage Construction For Paraiso Sub.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 26th day of April, 2017.

Castle Enterprises, LLC
(Principal)

By Linda Castillo (Seal)

Western Surety Company
(Surety)

By Janice Ismail (Seal)
Attorney-in-Fact

Form F5876

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71901092

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Naniece Ismail

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Castle Enterprises, LLC

Obligee: Hidalgo County

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of July 26, 2017, but until such time shall be irrevocable and in full force and effect.

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 26th day of April, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 26th day of April, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of April, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5308-1-2016

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-124-05-16

This Agreement, entered into this **16th** day of **May**, 2017 by and between Hidalgo County (hereinafter called the "OWNER," and, **Castle Enterprises, LLC** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

EL PARAISO SUBDIVISION

Hereinafter called the project, for the sum of Two Hundred Five Thousand Nine Hundred Fourteen Dollars and Binety-Three Cents ($205,914.93) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa Engineering**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **120** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $250.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, **May 16, 2017**.

CONTRACTOR: Linda Castillo
Print Name & Title: Linda Castillo, Owner
Name of Firm: Castle Enterprises, LLC

Address: 2210 Marro Road
Monte Alto, Texas 78538
Fed I.D. #/SS #: 90-0677704

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 2nd day of June, 2017, by Linda Castillo, Owner of and on behalf of Castle Enterprises, LLC.
(Title) (A corporation)

YVONNE GONZALEZ
Notary Public, State of Texas
Comm. Expires 01-25-2021
Notary ID 12219823

Notary Public-Signature

APPROVED AS TO FORM:

BY: _____
Assitant District Attorney

DATE: 6-22-2017

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Hidalgo)

Linda Castillo, being first duly sworn, deposes and says that:

(1) He is Linda Castillo, of Castle Enterprises, LLC, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

YVONNE GONZALEZ
Notary Public, State of Texas
Comm. Expires 01-25-2021
Notary ID 12219823

(Signed) Linda Castillo

Owner
(Title)

Subscribed and sworn to before me on this 26th
Day of April, 2017

Notary
Title

Western Surety Company

PERFORMANCE BOND

Bond Number: 71913682

KNOW ALL PERSONS BY THESE PRESENTS, That we Castle Enterprises, LLC

of

2210 Marro Rd., Monte Alto, TX 78538, hereinafter

referred to as the Principal, and Western Surety Company,

as Surety, are held and firmly bound unto Hidalgo County

of 2802 S. Business Hwy 281, Edinburg, TX 78539, hereinafter

referred to as the Obligee, in the sum of Two Hundred Five Thousand Nine Hundred Fourteen and 93/100

Dollars ($ 205,914.93), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the _____ day of _____,

_____, for CAP-17-124-04-26-YSS Road and Drainage Construction For Paraiso Sub.

_____.

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 23rd day of May, 2017.

Castle Enterprises, LLC
(Principal)

By Linda Castle (Seal)

Western Surety Company
(Surety)

By _____ (Seal)
Nanieca Ismail ~~Attorney-in-Fact~~

Form F4597

Western Surety Company

PAYMENT BOND

Bond Number: 71913682

KNOW ALL PERSONS BY THESE PRESENTS, That we Castle Enterprises, LLC of 2210 Marro Rd., Monte Alto, TX 78538, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto Hidalgo County of 2802 S. Business Hwy 281, Edinburg, TX 78539, hereinafter referred to as the Obligee, in the sum of Two Hundred Five Thousand Nine Hundred Fourteen and 93/100 Dollars ($205,914.93), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated _____ day of _____, _____, for CAP-17-124-04-26-YSS Road and Drainage Construction For Paraiso Sub. copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

(a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED, SEALED AND DATED this 23rd day of May, 2017.

Castle Enterprises, LLC
(Principal)
By Linda Castles (Seal)

Western Surety Company
(Surety)
By _____ (Seal)
Nanïece Lemail Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71913682

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Naniece Ismail

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Castle Enterprises, LLC

Obligee: Hidalgo County

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of September 29, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 23rd day of May, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 23rd day of May, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 23rd day of May, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-1-2016

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. 71913682.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
333 South Wabash
Chicago, IL 60604

Telephone: (312) 822-5000

Figure: 28 TAC §1.601(a)(3)

IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 **PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 **ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR BIDS
HIDALGO COUNTY - BCAP PRECINCT NO. 3
ROAD AND DRAINAGE CONSTRUCTION FOR EL PARAISO SUBDIVISION

RFB No.: CAP-20XX-000-00-00-YSS

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" – Insurance Acknowledgement Forms

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt (if applicable).

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgementwww.sam.gov

_____ Bid Bond

_____ One (1) Original, Three (3) Copies of Bid(s) (see number 2 of Legal Notice).

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, Linda Castillo, authorized representative for Castle Enterprises, LLC
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

☑ have already been met, see attached copy of insurance certificate.

Linda Castillo
Authorized Representative

4/26/2017
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/2017

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
Juan J Rodriguez Insurance Agency
1004 N Illinois Ave
Weslaco, Texas

CONTACT NAME: Juan J Rodriguez
PHONE (A/C, No, Ext): 956-969-0911 FAX (A/C, No): 956-969-0933
E-MAIL ADDRESS: jrodriguez5@farmersagent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Rocking Casualty Company	
INSURER B : Texas County Mutual	
INSURER C : Texas Mutual Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Castle Enterprises, LLC
2210 Marro Rd
Monte Alto, Texas 78538

COVERAGES **CERTIFICATE NUMBER:** **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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		RTXG20980-00	02/23/2017	02/23/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 50,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			45054594	08/15/2016	08/15/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UM BI/UM/UIM PD	$ $ $ $ $	 500,000 500,000 500,000 500/500/100K
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001320103	02/15/2017	02/15/2018	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	500,000 500,000 500,000

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

2011 GMC YUKON 1GK52MEF0BR267116
2013 FORD FUSION 3FA6P0HRXDR234683
2011 CHRYSLER 200 1C3BC4FG2BN530962

ADDITIONAL INSURED: Hidalgo County Precinct #3, BORDER COLONIA PROGRAM ROUND III, EL PARAISO SUBDIVISION

CERTIFICATE HOLDER
HIDALGO COUNTY
2812 S BUSINESS HWY 281
EDINBURG, TEXAS 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

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ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	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
INSURED	INSURER A:
	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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CL[illegible] ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

SAMPLE

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Castle Enterprises, LLC, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: N A.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Linda Castillo
Authorized Signature

4/26/2017.
Date

Castle Enterprises, LLC.
Company

2210 Marro Rd.
Address

Monte Alto, TX 78538.
City, State, Zip

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm **Javier Hinojosa Engineering**.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or

instrumentality's.
(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.
(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be
performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

GENERAL NOTES AND STANDARD SPECIFICATIONS

ITEM 247. Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "E" materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 PSI Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

Technical Specifications

TECHNICAL SPECIFICATIONS

ITEM	DESCRIPTION
Item 100	Preparing Right of Way
Item 110	Excavation (Roadway)
Item 247	Flexible Base
Item 310	Prime Coat
Item 340	Dense-Graded Hot-Mix Asphalt
Item 400	Excavation and Backfill for Structures
Item 402	Trench Excavation Protection
Item 464	Reinforced Concrete Pipe
Item 465	Junction Boxes, Manholes, and Inlets
Item 502	Barricades, Signs and Traffic Handling
Item 506	Temporary Erosion, Sedimentation and Environmental Controls
Item 529	Concrete Curb, Gutter and Combined Curb and Gutter
Item 530	Driveways and Turnouts

Item 100
Preparing Right of Way

1. DESCRIPTION

Prepare the right of way and designated easements for construction operations by removing and disposing of all obstructions when removal of such obstructions is not specifically shown on the plans to be paid by other Items.

2. CONSTRUCTION

Protect designated features on the right of way and prune trees and shrubs as directed. Do not park equipment, service equipment, store materials, or disturb the root area under the branches of trees designated for preservation. Treat cuts on trees with an approved tree wound dressing within 20 min. of making a pruning cut or otherwise causing damage to the tree when shown on the plans. Follow all local and state regulations when burning. Pile and burn brush at approved locations as directed. Coordinate work with state and federal authorities when working in state or national forests or parks. Test, remove, and dispose of hazardous materials in accordance with Article 6.10., "Hazardous Materials."

Clear areas shown on the plans of all obstructions, except those landscape features that are to be preserved. Such obstructions include remains of houses and other structures, foundations, floor slabs, concrete, brick, lumber, plaster, septic tank drain fields, basements, abandoned utility pipes or conduits, equipment, fences, retaining walls, and other items as specified on the plans. Remove vegetation and other landscape features not designated for preservation, curb and gutter, driveways, paved parking areas, miscellaneous stone, sidewalks, drainage structures, manholes, inlets, abandoned railroad tracks, scrap iron, and debris, whether above or below ground. Removal of live utility facilities is not included in this Item. Remove culverts, storm sewers, manholes, and inlets in proper sequence to maintain traffic and drainage.

Notify the Engineer in writing when items not shown on the plans and not reasonably detectable (buried with no obvious indication of presence) are encountered and required to be removed. These items will be handled in accordance with Article 4.5., "Differing Site Conditions."

Remove obstructions not designated for preservation to 2 ft. below natural ground in areas receiving embankment. Remove obstructions to 2 ft. below the excavation level in areas to be excavated. Remove obstructions to 1 ft. below natural ground in all other areas. Cut trees and stumps off to ground level when allowed by the plans or directed. Plug the remaining ends of abandoned underground structures over 3 in. in diameter with concrete to form a tight closure. Backfill, compact, and restore areas where obstructions have been removed unless otherwise directed. Use approved material for backfilling. Dispose of wells in accordance with Item 103, "Disposal of Wells."

Accept ownership, unless otherwise directed, and dispose of removed materials and debris at locations off the right of way in accordance with local, state, and federal requirements.

3. MEASUREMENT

This Item will be measured by the acre; by the 100-ft. station, regardless of the width of the right of way; or by each tree removed.

4. PAYMENT

For "acre" and "station" measurement, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preparing Right of Way." For "each"

measurement, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preparing Right of Way (Tree)" of the diameter specified. This price is full compensation for pruning of designated trees and shrubs; removal and disposal of structures and obstructions; backfilling of holes; furnishing and placing concrete for plugs; and equipment, labor, tools, and incidentals.

Total payment of this Item will not exceed 10% of the original contract amount until final acceptance. The remainder will be paid on the estimate after the final acceptance under Article 5.12., "Final Acceptance."

Item 110
Excavation

1. DESCRIPTION

Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

2. CONSTRUCTION

Accept ownership of unsuitable or excess material and dispose of material in accordance with local, state, and federal regulations at locations outside the right of way.

Maintain drainage in the excavated area to avoid damage to the roadway section. Correct any damage to the subgrade caused by weather at no additional cost to the Department.

Shape slopes to avoid loosening material below or outside the proposed grades. Remove and dispose of slides as directed.

2.1. **Rock Cuts**. Excavate to finish subgrade. Manipulate and compact subgrade in accordance with Section 132.3.4., "Compaction Methods," unless excavation is to clean homogenous rock at finish subgrade elevation. Use approved embankment material compacted in accordance with Section 132.3.4., "Compaction Methods," to replace undercut material at no additional cost if excavation extends below finish subgrade.

2.2. **Earth Cuts**. Excavate to finish subgrade. Scarify subgrade to a uniform depth at least 6 in. below finish subgrade elevation in areas where base or pavement structure will be placed on subgrade. Manipulate and compact subgrade in accordance with Section 132.3.4., "Compaction Methods."

Take corrective measures as directed if unsuitable material is encountered below subgrade elevations.

2.3. **Subgrade Tolerances**. Excavate to within 1/2 in. in cross-section and 1/2 in. in 16 ft. measured longitudinally for turnkey construction. Excavate to within 0.1 ft. in cross-section and 0.1 ft. in 16 ft. measured longitudinally for staged construction.

3. MEASUREMENT

This Item will be measured by the cubic yard in its original position as computed by the method of average end areas.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Limits of measurement for excavation in retaining wall areas will be as shown on the plans.

Shrinkage or swelling factors will not be considered in determining the calculated quantities.

4. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Roadway)," "Excavation (Channel),"

"Excavation (Special)," or "Excavation (Roadway and Channel)." This price is full compensation for authorized excavation; drying; undercutting subgrade and reworking or replacing the undercut material in rock cuts; hauling; disposal of material not used elsewhere on the project; scarification and compaction; and equipment, labor, materials, tools, and incidentals.

Drying required deeper than 6 in. below subgrade elevation will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Excavation and replacement of unsuitable material below subgrade elevations will be performed and paid for in accordance with the applicable bid items. However, if Item 132, "Embankment," is not included in the Contract, payment for replacement of unsuitable material will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

When a slide not due to the Contractor's negligence or operation occurs, payments for removal and disposal of the slide material will be in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Excavation in backfill areas of retaining walls will not be measured or paid for directly but will be subsidiary to pertinent Items.

Item 247
Flexible Base

1. DESCRIPTION

Construct a foundation course composed of flexible base.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

2.1. **Aggregate.** Furnish aggregate of the type and grade shown on the plans and meeting the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1 unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1–2	Grade 3	Grade 4[2]	Grade 5
Master gradation sieve size (cumulative % retained)	Tex-110-E				
2-1/2"		0	0	As shown on the plans	0
1-3/4"		0–10	0–10		0–5
7/8"		10–35	–		10–35
3/8"		30–65	–		35–65
#4		45–75	45–75		45–75
#40		65–90	50–85		70–90
Liquid Limit, % Max	Tex-104-E	40	40	As shown on the plans	35
Plasticity Index, Max[1]	Tex-106-E	10	12	As shown on the plans	10
Plasticity index, Min[1]		As shown on the plans	As shown on the plans	As shown on the plans	As shown on the plans
Wet ball mill, % Max	Tex-116-E	40	–	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve		20	–	As shown on the plans	20
Min compressive strength, psi	Tex-117-E			As shown on the plans	
lateral pressure 0 psi		35	–		–
lateral pressure 3 psi		–	–		90
lateral pressure 15 psi		175	–		175

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

2.1.1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

2.1.2. **Material Types**. Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following:

2.1.2.1. **Type A**. Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.

2.1.2.2. **Type B**. Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.

2.1.2.3. **Type C**. Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.

2.1.2.4. **Type D**. Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.1.3.2., "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.

2.1.2.5. **Type E**. Caliche, iron ore or as otherwise shown on the plans.

2.1.3. **Recycled Material**. Recycled asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.

2.1.3.1. **Limits on Percentage**. Do not exceed 20% RAP by weight, when RAP is allowed, unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.

2.1.3.2. **Recycled Material (Including Crushed Concrete) Requirements**.

2.1.3.2.1. **Contractor-Furnished Recycled Materials**. Provide recycled materials that have a maximum sulfate content of 3,000 ppm when tested in accordance with Tex-145-E. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.

2.1.3.2.2. **Department-Furnished Required Recycled Materials**. When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:

- Department-required recycled material will not be subject to the requirements in Table 1,
- Contractor-furnished materials are subject to the requirements in Table 1 and this Item,
- the final product, blended, will be subject to the requirements in Table 1, and
- for final product, unblended (100% Department-furnished required recycled material), the liquid limit, plasticity index, wet ball mill, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

2.1.3.2.3. **Department-Furnished and Allowed Recycled Materials**. When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

2.1.3.3. **Recycled Material Sources**. Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved.

2.2. **Water**. Furnish water free of industrial wastes and other objectionable matter.

2.3. **Material Sources**. Expose the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work.

3.1. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

3.2. When ride quality measurement is required, provide a high speed or lightweight inertial profiler certified at the Texas A&M Transportation Institute. Provide equipment certification documentation. Display a current decal on the equipment indicating the certification expiration date.

4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise shown on the plans. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

4.1. **Preparation of Subgrade or Existing Base**. Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when shown on the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

Proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying when shown on the plans or directed. Correct soft spots as directed.

4.2. **Placing**. Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the

shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

4.3. **Compaction**. Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

4.3.1. **Ordinary Compaction**. Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

4.3.2. **Density Control**. Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction within ±2 percentage points of the optimum moisture content as determined by Tex-113-E. Measure the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Do not achieve density by drying the material after compaction.

The Engineer will determine roadway density and moisture content of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

4.4. **Finishing**. After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

Correct grade deviations greater than 1/4 in. in 16 feet measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Correct by loosening and adding, or removing material. Reshape and re-compact in accordance with Section 247.4.3., "Compaction."

4.5. **Curing**. Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

4.6. **Ride Quality**. This section applies to the final travel lanes that receive a 1 or 2 course surface treatment for the final surface, unless otherwise shown on the plans. Measure ride quality of the base course after placement of the prime coat and before placement of the surface treatment, unless otherwise approved. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile measurements to the Engineer in electronic data files within 3 days after placement of the prime coat using the format specified in Tex-1001-S. The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less for each wheelpath, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality until placement of the next course, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

5. MEASUREMENT

Flexible base will be measured as follows:

- **Flexible Base (Complete In Place)**. The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery)**. The ton or any cubic yard method.
- **Flexible Base (Stockpile Delivery)**. The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

5.1. **Cubic Yard in Vehicle**. By the cubic yard in vehicles of uniform capacity at the point of delivery.

5.2. **Cubic Yard in Stockpile**. By the cubic yard in the final stockpile position by the method of average end areas.

5.3. **Cubic Yard in Final Position**. By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.

5.4. **Square Yard**. By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

5.5. **Ton**. By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.4., "Changes in the Work."

6.1. **Flexible Base (Complete In Place)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

6.2. **Flexible Base (Roadway Delivery)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

6.3. **Flexible Base (Stockpile Delivery)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

Item 310
Prime Coat

1. DESCRIPTION

Prepare and treat existing or newly constructed surface with an asphalt binder or other specialty prime coat binder material. Apply blotter material as required.

2. MATERIALS

2.1. **Binder**. Use material of the type and grade shown on the plans in accordance with Item 300, "Asphalts, Oils, and Emulsions," or as listed in the Department's MPL for prime coat binders.

2.2. **Blotter**. Use either base course sweepings obtained from cleaning the base or native sand as blotter materials unless otherwise shown on the plans or approved.

3. EQUIPMENT

Provide applicable equipment in accordance with Article 316.3., "Equipment."

4. CONSTRUCTION

4.1. **General**. Apply the mixture when the air temperature is at or above 60°F, or above 50°F and rising. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.

Do not permit traffic, hauling, or placement of subsequent courses over freshly constructed prime coats. Maintain the primed surface until placement of subsequent courses or acceptance of the work.

4.2. **Surface Preparation**. Prepare the surface by sweeping or other approved methods. Lightly sprinkle the surface with water before applying bituminous material, when directed, to control dust and ensure absorption.

4.3. **Application**.

4.3.1. **Binder**. The Engineer will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils, and Emulsions," or by the material manufacturer. Apply material within 15°F of the selected temperature but do not exceed the maximum allowable temperature.

Distribute the material smoothly and evenly at the rate selected by the Engineer. Roll the freshly applied prime coat with a pneumatic-tire roller to ensure penetration when directed.

4.3.2. **Blotter**. Spread blotter material before allowing traffic to use a primed surface. Apply blotter material to primed surface at the specified rate when "Prime Coat and Blotter" is shown on the plans as a bid item or as directed. Apply blotter to spot locations when "Prime Coat" is shown on the plans as a bid item or as directed to accommodate traffic movement through the work area. Remove blotter material before placing the surface. Dispose of blotter material according to applicable state and federal requirements.

5. MEASUREMENT

This Item will be measured by the gallon of binder placed and accepted.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Prime Coat" or "Prime Coat and Blotter" of the type and grade of binder specified. This price is full compensation for cleaning and sprinkling the area to be primed; materials, including blotter material; and rolling, equipment, labor, tools, and incidentals.

Item 340

Dense-Graded Hot-Mix Asphalt (Small Quantity)

1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. This specification is intended for small quantity (SQ) HMA projects, typically under 5,000 tons total production.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

2.1. **Aggregate**. Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in Tex-100-E for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in Tex-200-F, Part II.

2.1.1. **Coarse Aggregate**. Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program* (AQMP) (Tex-499-A) is listed in the BRSQC.

2.1.1.1. **Blending Class A and Class B Aggregates**. Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

2.1.2. **Intermediate Aggregate**. Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used that are free from organic impurities.

The Engineer may test the intermediate aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

2.1.3. **Fine Aggregate**. Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. No more than 15% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	Tex-499-A (AQMP)	As shown on the plans
Deleterious material, %, Max	Tex-217-F, Part I	1.5
Decantation, %, Max	Tex-217-F, Part II	1.5
Micro-Deval abrasion, %	Tex-461-A	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30
Crushed face count,[2] %, Min	Tex-460-A, Part I	85
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, Max	Tex-107-E	3
Combined Aggregate[3]		
Sand equivalent, %, Min	Tex-203-F	45

1. Not used for acceptance purposes. Optional test used by the Engineer as an indicator of the need for further investigation.
2. Only applies to crushed gravel.
3. Aggregates, without mineral filler, RAP, RAS, or additives, combined as used in the job-mix formula (JMF).

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

2.2. **Mineral Filler**. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with Tex-107-E to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
- meets the gradation requirements in Table 3.

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

2.3. **Baghouse Fines**. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

2.4. **Asphalt Binder**. Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.

2.5. **Tack Coat**. Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Specialized or preferred tack coat materials may be allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

The Engineer will obtain at least one sample of the tack coat binder per project in accordance with Tex-500-C, Part III, and test it to verify compliance with Item 300, "Asphalts, Oils, and Emulsions." The Engineer will obtain the sample from the asphalt distributor immediately before use.

2.6. **Additives**. Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation, such as the bill of lading, showing the quantity of additives used in the project unless otherwise directed.

2.6.1. **Lime and Liquid Antistripping Agent**. When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.

2.6.2. **Warm Mix Asphalt (WMA)**. Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.

WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.

Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.

2.7. **Recycled Materials**. Use of RAP and RAS is permitted unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with Tex-236-F. The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.

Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:

- **Surface**. The final HMA lift placed at or near the top of the pavement structure;
- **Intermediate**. Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
- **Base**. Mixtures placed greater than 8.0 in. from the riding surface.

2.7.1. **RAP**. RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2 in. sieve. Fractionated RAP is defined as 2 or more RAP stockpiles, divided into coarse and fine fractions.

Use of Contractor-owned RAP, including HMA plant waste, is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. This allowance does not apply to a Contractor using unfractionated RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

The coarse RAP stockpile will contain only material retained by processing over a 3/8-in. or 1/2-in. screen unless otherwise approved. The fine RAP stockpile will contain only material passing the 3/8-in. or 1/2-in. screen unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in.

or 1/2-in. screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse or fine fractionated RAP or the combination of both coarse and fine fractionated RAP.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with Tex-406-A, Part I. Determine the plasticity index in accordance with Tex-106-E if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

Table 4
Maximum Allowable Amounts of RAP[1]

Maximum Allowable Fractionated RAP[2] (%)			Maximum Allowable Unfractionated RAP[3] (%)		
Surface	Intermediate	Base	Surface	Intermediate	Base
20.0	30.0	40.0	10.0	10.0	10.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.
2. Up to 5% RAS may be used separately or as a replacement for fractionated RAP.
3. Unfractionated RAP may not be combined with fractionated RAP or RAS.

2.7.2. **RAS**. Use of post-manufactured RAS or post-consumer RAS (tear-offs) is permitted unless otherwise shown on the plans. Up to 5% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEQ. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with Tex-200-F, Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 5.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines." Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department's MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with Tex-217-F, Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8. **Substitute Binders**. Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified, if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., "Performance-Graded Binders;" and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test (Tex-242-F) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

Table 5
Allowable Substitute PG Binders and Maximum Recycled Binder Ratios

Originally Specified PG Binder	Allowable Substitute PG Binder	Maximum Ratio of Recycled Binder[1] to Total Binder (%)		
		Surface	Intermediate	Base
HMA				
76-22[2]	70-22 or 64-22	20.0	20.0	20.0
	70-28 or 64-28	30.0	35.0	40.0
70-22[2]	64-22	20.0	20.0	20.0
	64-28 or 58-28	30.0	35.0	40.0
64-22[2]	58-28	30.0	35.0	40.0
76-28[2]	70-28 or 64-28	20.0	20.0	20.0
	64-34	30.0	35.0	40.0
70-28[2]	64-28 or 58-28	20.0	20.0	20.0
	64-34 or 58-34	30.0	35.0	40.0
64-28[2]	58-28	20.0	20.0	20.0
	58-34	30.0	35.0	40.0
WMA[3]				
76-22[2]	70-22 or 64-22	30.0	35.0	40.0
70-22[2]	64-22 or 58-28	30.0	35.0	40.0
64-22[4]	58-28	30.0	35.0	40.0
76-28[2]	70-28 or 64-28	30.0	35.0	40.0
70-28[2]	64-28 or 58-28	30.0	35.0	40.0
64-28[4]	58-28	30.0	35.0	40.0

1. Combined recycled binder from RAP and RAS.
2. Use no more than 20.0% recycled binder when using this originally specified PG binder.
3. WMA as defined in Section 340.2.6.2., "Warm Mix Asphalt (WMA)."
4. When used with WMA, this originally specified PG binder is allowed for use at the maximum recycled binder ratios shown in this table.

3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

4. CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, "Control of the Work." Schedule and participate in a pre-paving meeting with the Engineer on or before the first day of paving unless otherwise directed.

4.1. **Certification**. Personnel certified by the Department-approved hot-mix asphalt certification program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2 certified specialist.

Table 6
Test Methods, Test Responsibility, and Minimum Certification Levels

Test Description	Test Method	Contractor	Engineer	Level[1]
1. Aggregate and Recycled Material Testing				
Sampling	Tex-221-F	✓	✓	1A
Dry sieve	Tex-200-F, Part I	✓	✓	1A
Washed sieve	Tex-200-F, Part II	✓	✓	1A
Deleterious material	Tex-217-F, Parts I & III	✓	✓	1A
Decantation	Tex-217-F, Part II	✓	✓	1A
Los Angeles abrasion	Tex-410-A		✓	TxDOT
Magnesium sulfate soundness	Tex-411-A		✓	TxDOT
Micro-Deval abrasion	Tex-461-A		✓	2
Crushed face count	Tex-460-A	✓	✓	2
Flat and elongated particles	Tex-280-F	✓	✓	2
Linear shrinkage	Tex-107-E	✓	✓	2
Sand equivalent	Tex-203-F	✓	✓	2
Organic impurities	Tex-408-A	✓	✓	2
2. Asphalt Binder & Tack Coat Sampling				
Asphalt binder sampling	Tex-500-C, Part II	✓	✓	1A/1B
Tack coat sampling	Tex-500-C, Part III	✓	✓	1A/1B
3. Mix Design & Verification				
Design and JMF changes	Tex-204-F	✓	✓	2
Mixing	Tex-205-F	✓	✓	2
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F	✓	✓	1A
VMA[2] (calculation only)	Tex-204-F	✓	✓	2
Rice gravity	Tex-227-F	✓	✓	1A
Ignition oven correction factors[3]	Tex-236-F	✓	✓	2
Indirect tensile strength	Tex-226-F	✓	✓	2
Hamburg Wheel test	Tex-242-F	✓	✓	2
Boil test	Tex-530-C	✓	✓	1A
4. Production Testing				
Mixture sampling	Tex-222-F	✓	✓	1A
Molding (TGC)	Tex-206-F		✓	1A
Molding (SGC)	Tex-241-F		✓	1A
Laboratory-molded density	Tex-207-F		✓	1A
VMA[2] (calculation only)	Tex-204-F		✓	1A
Rice gravity	Tex-227-F		✓	1A
Gradation & asphalt binder content[3]	Tex-236-F		✓	1A
Moisture content	Tex-212-F		✓	1A
Hamburg Wheel test	Tex-242-F		✓	2
Boil test	Tex-530-C		✓	1A
5. Placement Testing				
Trimming roadway cores	Tex-207-F	✓	✓	1A/1B
In-place air voids	Tex-207-F		✓	1A/1B
Establish rolling pattern	Tex-207-F	✓		1B
Ride quality measurement	Tex-1001-S	✓	✓	Note 4

1. Level 1A, 1B, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.
2. Voids in mineral aggregates.
3. Refer to Section 340.4.8.3., "Production Testing," for exceptions to using an ignition oven.
4. Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.

4.2. **Reporting, Testing, and Responsibilities.** Use Department-provided templates to record and calculate all test data pertaining to the mixture design. The Engineer will use Department templates for any production and placement testing. Obtain the current version of the templates at http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html or from the Engineer.

The maximum allowable time for the Engineer to exchange test data with the Contractor is as given in Table 7 unless otherwise approved. The Engineer will immediately report to the Contractor any test result that requires suspension of production or placement or that fails to meet the specification requirements.

Subsequent mix placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., "Conformity with Plans, Specifications, and Special Provisions."

Table 7
Reporting Schedule

Description	Reported By	Reported To	To Be Reported Within
Production Testing			
Gradation	Engineer	Contractor	1 working day of completion of the test
Asphalt binder content			
Laboratory-molded density			
VMA (calculation)			
Hamburg Wheel test			
Moisture content			
Boil test			
Binder tests			
Placement Testing			
In-place air voids	Engineer	Contractor	1 working day of completion of the test[1]

1. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

4.3. **Mixture Design.**

4.3.1. **Design Requirements.** The Contractor may design the mixture using a Texas Gyratory Compactor (TGC) or a Superpave Gyratory Compactor (SGC) unless otherwise shown on the plans. Use the dense-graded design procedure provided in Tex-204-F. Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

4.3.1.1. **Target Laboratory-Molded Density When The TGC Is Used.** Design the mixture at a 96.5% target laboratory-molded density. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.

4.3.1.2. **Design Number of Gyrations (Ndesign) When The SGC Is Used.** Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to no less than 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test in accordance with Tex-242-F, and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;

- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

Table 8
Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	100.0[1]	–	–	–	–
1-1/2"	98.0–100.0	100.0[1]	–	–	–
1"	78.0–94.0	98.0–100.0	100.0[1]	–	–
3/4"	64.0–85.0	84.0–98.0	95.0–100.0	100.0[1]	–
1/2"	50.0–70.0	–	–	98.0–100.0	100.0[1]
3/8"	–	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	30.0–50.0	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	22.0–36.0	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	8.0–23.0	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	3.0–19.0	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
Design VMA, % Minimum					
–	12.0	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA, % Minimum					
–	11.5	12.5	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.

Table 9
Laboratory Mixture Design Properties

Mixture Property	Test Method	Requirement
Target laboratory-molded density, % (TGC)	Tex-207-F	96.5[1]
Design gyrations (Ndesign for SGC)	Tex-241-F	50[2]
Indirect tensile strength (dry), psi	Tex-226-F	85–200[3]
Boil test[4]	Tex-530-C	–

1. Increase to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.
2. Adjust within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
3. The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
4. Used to establish baseline for comparison to production results. May be waived when approved.

Table 10
Hamburg Wheel Test Requirements

High-Temperature Binder Grade	Test Method	Minimum # of Passes @ 12.5 mm[1] Rut Depth, Tested @ 50°C
PG 64 or lower	Tex-242-F	10,000[2]
PG 70		15,000[3]
PG 76 or higher		20,000

1. When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the Ndesign level (SGC) to no less than 35 gyrations.
2. May be decreased to no less than 5,000 passes when shown on the plans.
3. May be decreased to no less than 10,000 passes when shown on the plans.

4.3.2. **Job-Mix Formula Approval.** The job-mix formula (JMF) is the combined aggregate gradation, target laboratory-molded density (or Ndesign level), and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When

WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture and request that the Department perform the Hamburg Wheel test if opting to have the Department perform the test. The Engineer will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise determined. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. Provide split samples of the mixtures and blank samples used to determine the ignition oven correction factors. The Engineer will determine the aggregate and asphalt correction factors from the ignition oven used for production testing in accordance with Tex-236-F.

The Engineer will use a TGC calibrated in accordance with Tex-914-K in molding production samples. Provide an SGC at the Engineer's field laboratory for use in molding production samples if the SGC is used to design the mix.

The Engineer may perform Tex-530-C and retain the tested sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.

4.3.3. **JMF Adjustments.** If JMF adjustments are necessary to achieve the specified requirements, the adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of the current JMF listed in Table 11.

The Engineer may adjust the asphalt binder content to maintain desirable laboratory density near the optimum value while achieving other mix requirements.

Table 11
Operational Tolerances

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	Must be within master grading limits in Table 8	±5.0[1,2]
Individual % retained for sieves smaller than #8 and larger than #200			±3.0[1,2]
% passing the #200 sieve			±2.0[1,2]
Asphalt binder content, %	Tex-236-F	±0.5	±0.3[2]
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0
VMA, %, min	Tex-204-F	Note 3	Note 3

1. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
2. Only applies to mixture produced for Lot 1 and higher.
3. Mixture is required to meet Table 8 requirements.

4.4. **Production Operations.** Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.4.1. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and

discernible increments) in accordance with Item 320, "Equipment for Asphalt Concrete Pavement," unless otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

4.4.2. **Mixing and Discharge of Materials**. Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed 350°F (or 275°F for WMA) and is not lower than 215°F. The Department will not pay for or allow placement of any mixture produced above 350°F.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. The Engineer may determine the moisture content by oven-drying in accordance with Tex-212-F, Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. The Engineer will obtain the sample immediately after discharging the mixture into the truck, and will perform the test promptly.

4.5. **Hauling Operations**. Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department's MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 340.4.6.3.2., "Hauling Equipment." Use other hauling equipment only when allowed.

4.6. **Placement Operations**. Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour, or as directed. Use a hand-held thermal camera or infrared thermometer to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket unless otherwise directed. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines, or as directed. Ensure that all finished surfaces will drain properly.

Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 12 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

Table 12
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
A	3.00	6.00	2.00
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

4.6.1. **Weather Conditions**. Place mixture when the roadway surface temperature is at or above 60°F unless otherwise approved. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.

4.6.2. **Tack Coat**. Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller to remove streaks and other irregular patterns when directed.

4.6.3. **Lay-Down Operations**.

4.6.3.1. **Windrow Operations**. Operate windrow pickup equipment so that when hot-mix is placed in windrows substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

4.6.3.2. **Hauling Equipment**. Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability unless otherwise allowed.

4.6.3.3. **Screed Heaters**. Turn off screed heaters, to prevent overheating of the mat, if the paver stops for more than 5 min.

4.7. **Compaction**. Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids.

Furnish the type, size, and number of rollers required for compaction as approved. Use a pneumatic-tire roller to seal the surface unless excessive pickup of fines occurs. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

Use the control strip method shown in Tex-207-F, Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.8. **Production Acceptance.**

4.8.1. **Production Lot.** Each day of production is defined as a production lot. Lots will be sequentially numbered and correspond to each new day of production. Note that lots are not subdivided into sublots for this specification.

4.8.2. **Production Sampling.**

4.8.2.1. **Mixture Sampling.** The Engineer may obtain mixture samples in accordance with Tex-222-F at any time during production.

4.8.2.2. **Asphalt Binder Sampling.** The Engineer may obtain or require the Contractor to obtain 1 qt. samples of the asphalt binder at any time during production from a port located immediately upstream from the mixing drum or pug mill in accordance with Tex-500-C, Part II. The Engineer may test any of the asphalt binder samples to verify compliance with Item 300, "Asphalts, Oils, and Emulsions."

4.8.3. **Production Testing.** The Engineer will test at the frequency listed in the Department's *Guide Schedule of Sampling and Testing* and this specification. The Engineer may suspend production if production tests do not meet specifications or are not within operational tolerances listed in Table 11. Take immediate corrective action if the Engineer's laboratory-molded density on any sample is less than 95.0% or greater than 98.0%, to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may use alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that Tex-236-F does not yield reliable results. Use the applicable test procedure if an alternate test method is selected.

Table 13
Production and Placement Testing

Description	Test Method
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F
Individual % retained for sieves smaller than #8 and larger than #200	
% passing the #200 sieve	
Laboratory-molded density	Tex-207-F
Laboratory-molded bulk specific gravity	
In-Place air voids	
VMA	Tex-204-F
Moisture content	Tex-212-F, Part II
Theoretical maximum specific (Rice) gravity	Tex-227-F
Asphalt binder content	Tex-236-F
Hamburg Wheel test	Tex-242-F
Recycled Asphalt Shingles (RAS)[1]	Tex-217-F, Part III
Asphalt binder sampling and testing	Tex-500-C
Tack coat sampling and testing	Tex-500-C, Part III
Boil test	Tex-530-C

1. Testing performed by the Construction Division or designated laboratory.

4.8.3.1. **Voids in Mineral Aggregates (VMA).** The Engineer may determine the VMA for any production lot. Take immediate corrective action if the VMA value for any lot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the lot to be left in place without payment.

4.8.3.2. **Hamburg Wheel Test**. The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 10. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire lot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department-approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Construction Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

4.8.4. **Individual Loads of Hot-Mix**. The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9. **Placement Acceptance**.

4.9.1. **Placement Lot**. A placement lot is defined as the area placed during a production lot (one day's production). Placement lot numbers will correspond with production lot numbers.

4.9.2. **Miscellaneous Areas**. Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 12. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of pavement unless another rate is shown on the plans. Compact miscellaneous areas in accordance with Section 340.4.7., "Compaction." Miscellaneous areas are not subject to in-place air void determination except for temporary detours when shown on the plans.

4.9.3. **Placement Sampling**. Provide the equipment and means to obtain and trim roadway cores on site. On site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement lot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side at each location selected by the Engineer for in-place air void determination unless otherwise shown on the plans. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness.

Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with Tex-207-F if the core heights meet the minimum untrimmed value listed in Table 12. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the date and lot number on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after they are trimmed and will retain custody of the cores until the Department's testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at http://www.txdot.gov/business/specifications.htm to provide a secure means and process that protects the integrity of the cores during transport.

Instead of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.4. **Placement Testing**. The Engineer may measure in-place air voids at any time during the project to verify specification compliance.

4.9.4.1. **In-Place Air Voids**. The Engineer will measure in-place air voids in accordance with Tex-207-F and Tex-227-F. Cores not meeting the height requirements in Table 12 will not be tested. Before drying to a constant weight, cores may be pre-dried using a Corelok or similar vacuum device to remove excess moisture. The Engineer will use the corresponding theoretical maximum specific gravity to determine the air void content of each core. The Engineer will use the average air void content of the 2 cores to determine the in-place air voids at the selected location.

The Engineer will use the vacuum method to seal the core if required by Tex-207-F. The Engineer will use the test results from the unsealed core if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

Take immediate corrective action when the in-place air voids exceed the range of 3.8% and 8.5% to bring the operation within these tolerances. The Engineer may suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or greater than 9.9%. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids. Areas defined in Section 340.9.2., "Miscellaneous Areas," are not subject to in-place air void determination.

4.9.5. **Irregularities**. Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities and areas where the mixture does not bond to the existing pavement. If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.6. **Ride Quality**. Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Article 340.5., "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt (SQ)" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials including tack coat, placement, equipment, labor, tools, and incidentals.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Payment adjustment for ride quality, if applicable, will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

Item 400
Excavation and Backfill for Structures

1. DESCRIPTION

Excavate for placement and construction of structures and backfill structures. Cut and restore pavement.

2. MATERIALS

Use materials that meet the requirements of the following Items.

- Item 401, "Flowable Backfill"
- Item 421, "Hydraulic Cement Concrete"
- DMS-4600, "Hydraulic Cement"

3. CONSTRUCTION

3.1. **Excavation.**

3.1.1. **General.** Excavate to the lines and grades shown on the plans or as directed. Provide slopes, benching, sheeting, bracing, pumping, and bailing as necessary to maintain the stability and safety of excavations up to 5 ft. deep. Excavation protection for excavations deeper than 5 ft. are governed by Item 402, "Trench Excavation Protection," and Item 403, "Temporary Special Shoring." Use satisfactory excavated material as backfill or as embankment fill in accordance with Item 132, "Embankment." Dispose of material not incorporated into the final project off the right of way in accordance with federal, state, and local regulations.

Keep any topsoil that has been removed separate, and replace it, as nearly as feasible, in its original position when excavating for installation of structures across private property or beyond the limits of the embankment. Restore the area to an acceptable condition.

Excavate drilled shafts in accordance with Item 416, "Drilled Shaft Foundations."

3.1.1.1. **Obstructions.** Remove obstructions to the proposed construction, including trees and other vegetation, debris, and structures, over the width of the excavation to a depth of 1 ft. below the bottom of excavation. Remove as required to clear the new structure and plug in an approved manner if abandoned storm drains, sewers, or other drainage systems are encountered. Restore the bottom of the excavation to grade by backfilling after removing obstructions in accordance with this Item. Dispose of surplus materials in accordance with federal, state, and local regulations.

3.1.1.2. **Excavation in Streets.** Cut pavement and base to neat lines when structures are installed in streets, highways, or other paved areas. Restore pavement structure after completion of excavation and backfilling.

Maintain and control traffic in accordance with the approved traffic control plan and the TMUTCD.

3.1.1.3. **Utilities.** Comply with the requirements of Article 7.19., "Responsibility for Damage Claims." Conduct work with minimum disturbance of existing utilities, and coordinate work in or near utilities with the utility owners. Inform utility owners before work begins, allowing them enough time to identify, locate, reroute, or make other adjustments to utility lines.

Avoid cutting or damaging underground utility lines that are to remain in place. Promptly notify the utility company if damage occurs. Provide temporary flumes across the excavation while open if an active sanitary

sewer line is damaged during excavation, and restore the lines when backfilling has progressed to the original bedding lines of the cut sewer.

3.1.1.4. **De-Watering**. Construct or place structures in the presence of water only if approved. Place precast members, pipe, and concrete only on a dry, firm surface. Remove water by bailing, pumping, well-point installation, deep wells, underdrains, or other approved method.

Remove standing water in a manner that does not allow water movement through or alongside concrete being placed if structures are approved for placement in the presence of water. Pump or bail only from a suitable sump separated from the concrete work while placing structural concrete or for a period of at least 36 hr. thereafter. Pump or bail during placement of seal concrete only to the extent necessary to maintain a static head of water within the cofferdam. Pump or bail to de-water inside a sealed cofferdam only after the seal has aged at least 36 hr.

Place a stabilizing material in the bottom of the excavation if the bottom of an excavation cannot be de-watered to the point the subgrade is free of mud or it is difficult to keep reinforcing steel clean. Use flexible base, cement-stabilized base or backfill, lean concrete, or other approved stabilizing material. Provide concrete with at least 275 lb. of cement per cubic yard, if lean concrete is used, and place to a minimum depth of 3 in. Stabilizing material placed for the convenience of the Contractor will be at the Contractor's expense.

3.1.2. **Bridge Foundations and Retaining Walls**. Do not disturb material below the bottom of footing grade. Do not backfill to compensate for excavation that has extended below grade. Fill the area with concrete at the time the footing is placed if excavation occurs below the proposed footing grade. Additional concrete placed will be at the Contractor's expense.

Take core samples to determine the character of the supporting materials if requested. Provide an intact sample adequate to judge the character of the founding material. Take these cores when the excavation is close to completion. Cores should be approximately 5 ft. deeper than the proposed founding grade.

Remove loose material if the founding stratum is rock or another hard material, and clean and cut it to a firm surface that is level, stepped, or serrated, as directed. Clean out soft seams, and fill with concrete at the time the footing is placed.

Place the foundation once the Engineer has inspected the excavation and authorized changes have been made to provide a uniform bearing condition if the material at the footing grade of a retaining wall, bridge bent, or pier is a mixture of compressible and incompressible material.

3.1.3. **Cofferdams**. The term "cofferdam" designates any temporary or removable structure constructed to hold surrounding earth, water, or both out of the excavation whether the structure is formed of soil, timber, steel, concrete, or a combination of these. Use pumping wells or well points for de-watering cofferdams if required.

Submit details and design calculations for sheet-pile or other types of cofferdams requiring structural members bearing the seal of a licensed professional engineer for review before constructing the cofferdam. The Department reserves the right to reject designs. Design structural systems to comply with the AASHTO *Standard Specifications for Highway Bridges* or AASHTO LRFD *Bridge Design Specifications*. Interior dimensions of cofferdams must provide enough clearance for the construction, inspection, and removal of required forms and, if necessary, enough room to allow pumping outside the forms. Extend sheet-pile cofferdams well below the bottom of the footings, and make concrete seals as well braced and watertight as practicable.

Use Class E concrete for foundation seals unless otherwise specified. Place concrete foundation seals in accordance with Item 420, "Concrete Substructures." Seals placed for the convenience of the Contractor will be at the Contractor's expense.

Make the excavation deep enough to allow for swelling of the material at the base of the excavation during pile-driving operations when the Engineer judges it to be impractical to de-water inside a cofferdam and a

concrete seal is to be placed around piling driven within the cofferdam. Remove swelling material to the bottom of the seal grade after driving the piling. Remove the foundation material to exact footing grades where it is possible to de-water inside the cofferdam without placing a seal after driving piling. Do not backfill a foundation to compensate for excavation that has been extended below grade; fill such areas below grade with concrete at the time the seals or footings are placed.

Remove cofferdams after completing the substructure without disturbing or damaging the structure unless otherwise provided.

3.1.4. **Culverts and Storm Drains**. When the design requires special bedding conditions for culverts or storm drains, an excavation diagram will be shown on the plans. Do not exceed these limits of excavation.

Construct pipe structures in an open cut with vertical sides extending to a point 1 ft. above the pipe unless otherwise shown on the plans. When site conditions or the plans do not prohibit sloping the cut, the excavation may be stepped or laid back to a stable slope beginning 1 ft. above the pipe. Maintain the stability of the excavation throughout the construction period.

Construct the embankment for pipe to be installed in fill above natural ground to an elevation at least 1 ft. above the top of the pipe, and then excavate for the pipe.

3.1.4.1. **Unstable Material**. Remove the material to a depth of no more than 2 ft. below the grade of the structure when unstable soil is encountered at established footing grade, unless the Engineer authorizes additional depth. Replace soil removed with stable material in uniform layers no greater than 8 in. deep (loose measurement). Each layer must have enough moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.

Use special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other approved material when it is not feasible to construct a stable foundation as outlined above.

3.1.4.2. **Incompressible Material**. Remove the incompressible material to 6 in. below the footing grade, backfill with an approved compressible material, and compact in accordance with Section 400.3.3., "Backfill," if rock, part rock, or other incompressible material is encountered at established footing grade while placing prefabricated elements.

3.2. **Shaping and Bedding**. Place at least 2 in. of fine granular material for precast box sections on the base of the excavation before placing the box sections. Use bedding as shown in Figure 1 for pipe installations. Use Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material. Undercut the excavation at least 4 in. where cement-stabilized backfill is indicated on the plans and backfill with stabilized material to support the pipe or box at the required grade.

B_c - Outside diameter or horizontal dimension

D - Inside diameter of pipe

d - Min. bedding material below pipe

D	d
≤ 27"	3"
30" to 60"	4"
≥ 66"	6"

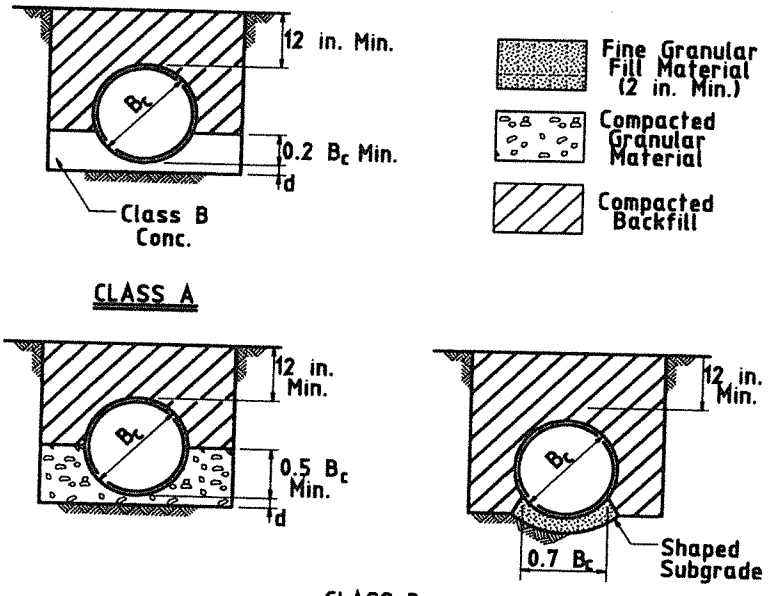


Figure 1
Bedding Diagrams

3.3. **Backfill.**

3.3.1. **General.** Backfill the excavation after placement of the permanent structure as soon as practical. Use backfill free from stones large enough to interfere with compaction; large or frozen lumps that will not break down readily under compaction; and wood or other extraneous material. Obtain backfill material from excavation or from other sources.

Place backfill in layers no greater than 10 in. deep (loose measurement) in areas not supporting a completed roadbed, retaining wall, or embankment. Place backfill in uniform layers no greater than 8 in. deep (loose measurement) in areas supporting a portion of a roadbed, retaining wall, or embankment. Compact each layer to meet the density requirements of the roadbed, retaining wall, embankment material, or as shown on the plans.

Bring each layer of backfill material to the moisture content needed to obtain the required density. Use mechanical tamps or rammers to compact the backfill. Rollers may be used to compact backfill if feasible.

Cohesionless materials may be used for backfilling. Use cohesionless materials that conform to the requirements of Table 1.

Table 1
Cohesionless Material Gradation Limits

Sieve Size	Percent Retained
3"	0
#10	See Note[1]
#200	90–100

1. No. 10 sieve requirements are 0 to 30% retained when used as aggregate for cement-stabilized backfill.

Compact cohesionless materials using vibratory equipment, water-ponding, or a combination of both.

3.3.2. **Bridge Foundations, Retaining Walls, Manholes/Inlets, and Box Culverts**. Place backfill against the structure only after the concrete has reached the design strength required in Item 421, "Hydraulic Cement Concrete."

Backfill retaining walls with material meeting the requirements of Item 423, "Retaining Walls." Backfill around bridge foundations, manholes/inlets and culverts using material with particles no more than 4 in. in greatest dimension and a gradation that permits thorough compaction. Use rock or gravel mixed with soil if the percentage of fines is enough to fill all voids and ensure a uniform and thoroughly compacted mass of proper density.

Use mechanical tamps and rammers to avoid damage to the structure where backfill material is being placed too close to the structure to permit compaction with blading and rolling equipment.

Avoid wedging action of backfill against structures. Step or serrate slopes bounding the excavation to prevent such action. Place backfill uniformly around bridge foundations. Place backfill equally and in uniform layers along both sides of manholes/inlets and culverts.

The Engineer may require backfilling of structures excavated into hard, erosion-resistant material, and subject to erosive forces, with stone or lean concrete.

Box culverts may be opened to traffic as soon as enough backfill and embankment has been placed over the top to protect culverts against damage from heavy construction equipment. Repair damage to culvert caused by construction traffic at no additional expense to the Department.

3.3.3. **Pipe**. Bring backfill material to the proper moisture condition after installing bedding and pipe as required and place it equally along both sides of the pipe in uniform layers no greater than 8 in. deep (loose measurement). Compact each lift mechanically. Thoroughly compact materials placed under the haunches of the pipe to prevent damage or displacement of the pipe. Place backfill in this manner to the top-of-pipe elevation. Place and compact backfill above the top of the pipe in accordance with Section 400.3.3.1., "General."

The Engineer may reject backfill material containing more than 20% by weight of material retained on a 3 in. sieve with large lumps not easily broken down or that cannot be spread in loose layers. Material excavated by a trenching machine will generally meet the requirements of this Section as long as large stones are not present.

Place and compact additional material where pipe extends beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved until the minimum cover has been provided.

3.3.4. **Cement-Stabilized Backfill.** Backfill the excavation to the elevations shown with cement-stabilized backfill when shown on the plans. Use cement-stabilized backfill that contains aggregate conforming to the gradation limits shown in Table 1, water, and a minimum of 7% hydraulic cement based on the dry weight of the aggregate, in accordance with Tex-120-E.

Place cement-stabilized backfill equally along the sides of structures to prevent strain on or displacement of the structure. Fill voids when placing cement-stabilized backfill. Use hand-operated tampers if necessary to fill voids.

3.3.5. **Flowable Backfill.** Backfill the excavation with flowable backfill to the elevations indicated when shown on the plans. Prevent the structure from being displaced during the placement of the flowable fill, and prevent flowable fill from entering manholes/inlets and culverts, and drainage structures.

4. MEASUREMENT

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

4.1. **Structural Excavation.** Unless shown on the plans as a pay item, structural excavation quantities shown are for information purposes only.

When structural excavation is specified as a pay item, structural excavation for pipe headwalls, inlets, manholes, culvert or storm drain extensions less than 15 ft. long, bridge abutments, retaining walls, and side road and private entrance pipe culverts will not be measured. No allowance will be made for variance from plans quantity incurred by an alternate bid.

When specified as a pay item, structural excavation will be measured by the cubic yard as computed by the average end areas method. Excavation diagrams on the plans take precedence over the provisions of this Article.

4.1.1. **Boundaries of Measurement.**

4.1.1.1. **Pipe.**

4.1.1.1.1. **Pipe up to 42 Inches.** For pipe up to 42 in. nominal or equivalent diameter, no material outside of vertical planes 1 ft. beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

4.1.1.1.2. **Pipe Larger than 42 Inches.** For pipes larger than 42 in. nominal or equivalent diameter, no material outside of vertical planes located 2 ft. beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

Quantities for excavation in fill above natural ground include 1 ft. above the top of the pipe regardless of the height of completed fill. Excavation for pipe will be measured between the extreme ends of the completed structure including end appurtenances as shown on the plans and from centerline to centerline of inlets, manholes, etc.

4.1.1.2. **Structural Plate Structures.** No material outside of vertical planes 3 ft. beyond and parallel to the horizontal projection of the outside surfaces of the structure will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the limits of measurement will be extended to vertical planes located 1/2 of the span beyond the horizontal projection of the outside surfaces of the structure.

4.1.1.3. **Footings, Walls, Boxes, and Other Excavation.** No material outside of vertical planes 1 ft. beyond and parallel to the edges of the footings or outside walls will be included whether or not a cofferdam or shoring is

used. When plans provide the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

Where excavation in addition to that allowed for the footings is required for other portions of the structure, measurement for the additional excavation will be limited laterally by vertical planes 1 ft. beyond the face of the member and parallel to it, and vertically to a depth of 1 ft. below the bottom of the member.

4.1.1.4. **Excavation near Roadways and Channels**. At structure sites other than culverts and pipe excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation. Roadway and channel excavation will be paid under Item 110, "Excavation." For culverts except side road and private entrance culverts, excavation within the limits of the structure and below or outside the limits of the completed roadway excavation will be measured as structural excavation.

4.1.2. **Falsework**. No measurement will be made for excavation necessary for placing forms or falsework that exceeds the limits given in Section 400.4.1.1., "Boundaries of Measurement."

4.1.3. **Swelling**. Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile-driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile-driving operations.

4.1.4. **Cave-Ins**. Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

4.1.5. **Undercut**. Where rock or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade directed to be removed will be measured for payment.

4.1.6. **Grade Change**. Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized.

4.2. **Cement-Stabilized Backfill**. Cement-stabilized backfill will be measured by the cubic yard as shown on the plans.

4.3. **Cutting and Restoring Pavement**. Cutting and restoring pavement will be measured by the square yard as shown on the plans. Excavation below pavement or base will be measured as structural excavation of the pertinent type.

5. PAYMENT

5.1. **Structural Excavation**. Unless specified as a pay item, structural excavation and backfill performed, and material furnished in accordance with this Item will not be paid for directly but are subsidiary to pertinent Items.

When structural excavation is specified as a pay item, the excavation and backfill work performed, and materials furnished will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Box)," "Structural Excavation (Pipe)," and "Structural Excavation (Bridge)." This price includes concrete to compensate for excavation that has extended below grade for bridge foundations and retaining walls, and backfilling and compacting areas that were removed as part of structural excavation.

Cofferdams or other measures necessary for supporting excavations less than 5 ft. deep will not be measured or paid for directly but will be subsidiary to the Contract.

Foundation seal concrete for cofferdams, when required, will be paid for as provided in the pertinent Items. If no direct method of payment is provided in the Contract, the work will be measured and paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Seal placed for the convenience of the Contractor will not be paid for.

Unless otherwise provided, stone or lean concrete backfill around structures as provided for in Section 400.3.3.2., "Bridge Foundations, Retaining Walls, Manholes/Inlets, and Box Culverts," will be measured and paid for as extra work in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

When structural excavation is specified as a pay item, a partial payment of 50% of the bid price will be made for structural excavation completed to the satisfaction of the Engineer but not backfilled. The remaining amount will be paid upon completion of backfilling. When the Contractor elects to excavate beyond plan requirements, no measurement will be made of the additional volume.

5.2. **Removal and Replacement of Unsuitable or Incompressible Material**. Removal and replacement of material will be paid for if directed. Removal and replacement of material or placement of special material made necessary by the softening of founding material due to the Contractor's sequence of work or operation, will be at the Contractor's expense. Special material used or additional excavation made for the Contractor's convenience will not be paid for.

5.2.1. **Structural Excavation as a Pay Item**. Where special materials are not required or specified, payment for the removal and replacement of unstable or incompressible material will be made at a price equal to 200% of the unit price bid per cubic yard for Structural Excavation. When the Contractor elects to remove and replace material deeper than directed, no measurement will be made on that portion below the directed elevation. This price is full compensation for removing the unstable or incompressible material; furnishing, hauling, placing, and compacting suitable replacement material; and equipment, labor, tools, and incidentals.

When the plans specify or when directed, the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, payment for excavation below footing grades will be made at the unit price bid for Structural Excavation. Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these items in the Contract, or, if the required material is not a bid item, in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

5.2.2. **Structural Excavation Not a Pay Item**. Where special materials for backfill are not required or specified, payment for the authorized removal and replacement of unstable or incompressible material will be measured and paid for at $15 per cubic yard of material removed. This price is full compensation for removing the unstable or incompressible material; furnishing, hauling, placing, and compacting suitable replacement material; and equipment, labor, tools, and incidentals.

When the plans specify or when directed, the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, excavation below the footing grades will be paid for at $10 per cubic yard. Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these items, or, if the required material is not a bid item, in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

5.3. **Lowering of a Structure Foundation**. If the Engineer requires a structure foundation to be lowered to an elevation below the grade shown on the plans, overexcavation will be paid in accordance with Table 2.

Table 2
Payment for Required Overexcavation

Variance of Revised Footing Grade from Plan Grade	Payment Terms	
	"Structural Excavation" is a Bid Item	Variance of Revised Footing Grade from Plan Grade "Structural Excavation" is not a Bid Item
Up to and including 5 ft.	Unit price equal to 115% of unit price bid for "Structural Excavation"	$10 per cubic yard
Over 5 ft. up to 10 ft.	Unit price equal to 125% of unit price bid for "Structural Excavation"	$12 per cubic yard
Over 10 ft.	In accordance with Article 9.7., "Payment for Extra Work and Force Account Method."	

5.4. **Cement-Stabilized Backfill**. Cement-stabilized backfill will be paid for at the unit price bid for "Cement-Stabilized Backfill."

5.5. **Cutting and Restoring Pavement**. Cutting and restoring pavement will be paid for at the unit price bid for "Cutting and Restoring Pavement" of the type specified.

Work done to repair damage to base or pavement incurred outside the limits shown on the plans, or the limits authorized, will not be measured for payment.

The unit prices bid are full compensation for excavation including removing obstructions and plugging drainage systems; bedding and backfilling including placing, sprinkling and compaction of material; soundings; cleaning and filling seams; constructing and removing cofferdams; de-watering, sheeting, or bracing excavations up to and including 5 ft. deep; pumps; drills; explosives; disposition of surplus material; cutting pavement and base to neat lines; and materials, hauling, equipment, labor, tools, and incidentals.

Flowable backfill will be paid for as provided in Item 401, "Flowable Backfill." Protection methods for open excavations deeper than 5 ft. will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring."

Item 402
Trench Excavation Protection

1. DESCRIPTION

Furnish and place excavation protection for trenches 5 ft. or greater in depth.

2. CONSTRUCTION

Provide vertical or sloped cuts, benches, shields, support systems, or other systems providing the necessary protection in accordance with OSHA Standards and Interpretations, 29 CFR 1926, Subpart P, "Excavations."

3. MEASUREMENT

This Item will be measured by the foot along the long axis of the trench where the depth of trench exceeds 5 ft. This measurement includes all required trench protection, including trench ends.

4. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Trench Excavation Protection." This price is full compensation for excavation and backfill required for excavation protection; furnishing, placing, and removing shoring, sheeting, or bracing; de-watering or diversion of water; jacking and jack removal; and equipment, labor, materials, tools, and incidentals.

Item 464
Reinforced Concrete Pipe

1. DESCRIPTION

Furnish and install reinforced concrete pipe, materials for precast concrete pipe culverts, or precast concrete storm drain mains, laterals, stubs, and inlet leads.

2. MATERIALS

2.1. **Fabrication.** Fabrication plants must be approved by the Construction Division in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification," before furnishing precast reinforced concrete pipe for Department projects. The Department's MPL has a list of approved reinforced concrete pipe plants.

Furnish material and fabricate reinforced concrete pipe in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.2. **Design.**

2.2.1. **General.** The class and D-load equivalents are shown in Table 1. Furnish arch pipe in accordance with ASTM C506 and the dimensions shown in Table 2. Furnish horizontal elliptical pipe in accordance with ASTM C507 and the dimensions shown in Table 3. For arch pipe and horizontal elliptical pipe the minimum height of cover required is 1 ft.

Table 1
Circular Pipe
ASTM C76 & ASTM C655

Class	D-Load
I	800
II	1,000
III	1,350
IV	2,000
V	3,000

Table 2
Arch Pipe

Design Size	Equivalent Diameter (in.)	Rise (in.)	Span (in.)
1	18	13-1/2	22
2	21	15-1/2	26
3	24	18	28-1/2
4	30	22-1/2	36-1/4
5	36	26-5/8	43-3/4
6	42	31-5/16	51-1/8
7	48	36	58-1/2
8	54	40	65
9	60	45	73
10	72	54	88

Table 3
Horizontal Elliptical Pipe

Design Size	Equivalent Diameter (in.)	Rise (in.)	Span (in.)
1	18	14	23
2	24	19	30
3	27	22	34
4	30	24	38
5	33	27	42
6	36	29	45
7	39	32	49
8	42	34	53
9	48	38	60
10	54	43	68

2.2.2. **Jacking, Boring, or Tunneling**. Design pipe for jacking, boring, or tunneling considering the specific installation conditions such as the soil conditions, installation methods, anticipated deflection angles, and jacking stresses. Provide design notes and drawings signed and sealed by a Texas licensed professional engineer when requested.

2.3. **Marking**. Furnish each section of reinforced concrete pipe marked with the following information specified in DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

- class or D-load of pipe,
- ASTM designation,
- date of manufacture,
- pipe size,
- name or trademark of fabricator and plant location,
- designated fabricator's approval stamp,
- pipe to be used for jacking and boring (when applicable), and
- designation "SR" for pipe meeting sulfate-resistant concrete plan requirements (when applicable).

Clearly mark 1 end of each section during the process of manufacture or immediately thereafter for pipe with elliptical reinforcement. Mark the pipe on the inside and outside of opposite walls to show the location of the top or bottom of the pipe as it should be installed unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Mark the pipe section by indenting or painting with waterproof paint.

2.4. **Inspection**. Provide access for inspection of the finished pipe at the project site before and during installation.

2.5. **Causes for Rejection**. Individual section of pipe may be rejected for any of the conditions stated in the Annex of DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.6. **Repairs**. Make repairs if necessary as stated in the Annex of DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.7. **Jointing Materials**. Use any of the following materials for the making of joints unless otherwise shown on the plans. Furnish a manufacturer's certificate of compliance for all jointing materials except mortar.

2.7.1. **Mortar**. Provide mortar for joints that meets the requirements of Section 464.3.3., "Jointing."

2.7.2. **Cold-Applied, Plastic Asphalt Sewer Joint Compound**. Provide a material that consists of natural or processed asphalt base, suitable volatile solvents, and inert filler. Ensure the consistency is such that the ends of the pipe can be coated with a layer of the compound up to 1/2 in. thick by means of a trowel. Provide

a joint compound that cures to a firm, stiff plastic condition after application. Provide a material of a uniform mixture. Stir any small separation found in the container into a uniform mix before using.

Provide a material that meets the requirements of Table 4 when tested in accordance with Tex-526-C.

Table 4
Cold-Applied, Plastic Asphalt Sewer Joint Compound Material Requirements

Composition	Analysis
Asphalt base, 100%–% volatiles–% ash, % by weight	28–45
Volatiles, 212°F evaporation, 24 hr., % by weight	10–26
Mineral matter, determined as ash, % by weight	30–55
Consistency, cone penetration, 150 g, 5 sec., 77°F	150–275

2.7.3. **Rubber Gaskets**. Provide gaskets that conform to ASTM C1619 Class A or C. Meet the requirements of ASTM C443 for design of the pipe joints and permissible variations in dimensions.

2.7.4. **Pre-Formed Flexible Joint Sealants**. Pre-formed flexible joint sealants may be used for sealing joints of tongue-and-groove concrete pipe. Provide flexible joint sealants that meet the requirements of ASTM C990. Use flexible joint sealants that do not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength. Supply in extruded rope form of suitable cross-section. Provide a size of the pre-formed flexible joint sealant in accordance with the manufacturer's recommendations and large enough to properly seal the joint. Protect flexible joint sealants with a suitable wrapper able to maintain the integrity of the jointing material when the wrapper is removed.

3. CONSTRUCTION

3.1. **Excavation, Shaping, Bedding, and Backfill**. Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures," except where jacking, boring, or tunneling methods are permitted. Jack, bore, or tunnel the pipe in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box." Immediate backfilling is permitted if joints consist of materials other than mortar. Take special precautions in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. Do not use heavy earth-moving equipment to haul over the structure until a minimum of 4 ft. of permanent or temporary compacted fill has been placed over the structure unless otherwise shown on the plans or permitted in writing. Remove and replace pipe damaged by the Contractor at no expense to the Department.

3.2. **Laying Pipe**. Start the laying of pipe on the bedding at the outlet end with the spigot or tongue end pointing downstream, and proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades unless otherwise authorized. Fit, match, and lay the pipe to form a smooth, uniform conduit. Cut cross trenches in the foundation to allow the barrel of the pipe to rest firmly upon the bedding where bell-and-spigot pipe is used. Cut cross trenches no more than 2 in. larger than the bell ends of the pipe. Lower sections of pipe into the trench without damaging the pipe or disturbing the bedding and the sides of the trench. Carefully clean the ends of the pipe before the pipe is placed. Prevent the earth or bedding material from entering the pipe as it is laid. Lay the pipe in the trench, when elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, so the markings for the top or bottom are not more than 5° from the vertical plane through the longitudinal axis of the pipe. Remove and re-lay, without extra compensation, pipe that is not in alignment or shows excessive settlement after laying.

Lay multiple lines of reinforced concrete pipe with the centerlines of the individual barrels parallel. Use the clear distances between outer surfaces of adjacent pipes shown in Table 5 unless otherwise shown on the plans. Use the equivalent diameter from Table 2 or Table 3 for arch pipe or horizontal elliptical pipe to determine the clear distance requirement in Table 5.

Table 5
Minimum Clear Distance between Pipes

Equivalent Diameter	Min Clear Distance
18 in.	9 in.
24 in.	11 in.
30 in.	1 ft. 1 in.
36 in.	1 ft. 3 in.
42 in.	1 ft. 5 in.
48 in.	1 ft. 7 in.
54 in.	1 ft. 11 in.
60 to 84 in.	2 ft.

3.3. **Jointing.** Make available an appropriate rolling device similar to an automobile mechanic's "creeper" for conveyance through small-size pipe structures.

3.3.1. **Joints Sealed with Hydraulic Cement Mortar.** Use Type S mortar meeting the requirements of ASTM C270. Clean and wet the pipe ends before making the joint. Plaster the lower half of the bell or groove and the upper half of the tongue or spigot with mortar. Pack mortar into the joint from both inside and outside the pipe after the pipes are tightly jointed. Finish the inside smooth and flush with adjacent joints of pipe. Form a bead of semicircular cross-section over tongue-and-groove joints outside the pipe, extending at least 1 in. on each side of the joint. Form the mortar for bell-and-spigot joints to a 45° fillet between the outer edge of the bell and the spigot. Cure mortar joints by keeping the joints wet for at least 48 hr. or until the backfill has been completed, whichever comes first. Place fill or backfill once the mortar jointing material has cured for at least 6 hr. Conduct jointing only when the atmospheric temperature is above 40°F. Protect mortared joints against freezing by backfilling or other approved methods for at least 24 hr.

Driveway culverts do not require mortar banding on the outside of the pipe.

Furnish pipes, with approval, that are large enough for a person to enter with the groove between 1/2 in. and 3/4 in. longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Clean the space on the interior of the pipe between the end of the tongue and the groove of all foreign material, thoroughly wet and fill with mortar around the entire circumference of the pipe, and finish flush after the backfilling has been completed.

3.3.2. **Joints Using Cold-Applied, Plastic Asphalt Sewer Joint Compound.** Ensure both ends of the pipes are clean and dry. Trowel or otherwise place a 1/2–in. thick layer of the compound in the groove end of the pipe covering at least 2/3 of the joint face around the entire circumference. Shove home the tongue end of the next pipe with enough pressure to make a tight joint. Remove any excess mastic projecting into the pipe after the joint is made. Backfill after the joint has been inspected and approved.

3.3.3. **Joints Using Rubber Gaskets.** Make the joint assembly according to the recommendations of the gasket manufacturer. Make joints watertight when using rubber gaskets. Backfill after the joint has been inspected and approved.

3.3.4. **Joints Using Pre-Formed Flexible Joint Sealants.** Install pre-formed flexible joint sealants in accordance with the manufacturer's recommendations. Place the joint sealer so no dirt or other deleterious materials come in contact with the joint sealing material. Pull or push home the pipe with enough force to properly seal the joint. Remove any joint material pushed out into the interior of the pipe that would tend to obstruct the flow. Store pre-formed flexible joint sealants in an area warmed naturally or artificially to above 70°F in an approved manner when the atmospheric temperature is below 60°F. Apply flexible joint sealants to pipe joints immediately before placing pipe in trench, and connect pipe to previously laid pipe. Backfill after the joint has been inspected and approved.

3.4. **Connections and Stub Ends.** Make connections of concrete pipe to existing pipes, pipe storm drains, or storm drain appurtenances as shown on the plans.

Mortar or concrete the bottom of existing structures if necessary to eliminate any drainage pockets created by the connections. Repair any damage to the existing structure resulting from making the connections.

Make connections between concrete pipe and corrugated metal pipe with a suitable concrete collar and a minimum thickness of 4 in. unless otherwise shown on the plans.

Finish stub ends for connections to future work not shown on the plans by installing watertight plugs into the free end of the pipe.

Fill lift holes with concrete, mortar, or precast concrete plugs after the pipe is in place.

4. MEASUREMENT

This Item will be measured by the foot. Measurement will be made between the ends of the pipe barrel along the flow line, not including safety end treatments. Safety end treatments will be measured in accordance with Item 467, "Safety End Treatment." Pipe that will be jacked, bored, or tunneled will be measured in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box." Measurement of spurs, branches, or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, the length of pipe tying into the structure wall will be included for measurement, but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe," "Reinforced Concrete Pipe (Arch)," or "Reinforced Concrete Pipe (Elliptical)" of the size and D-load specified or of the size and class specified. This price is full compensation for constructing, furnishing, transporting, placing, and joining pipes; shaping the bed; cutting pipes on skew or slope; connecting to new or existing structures; breaking back, removing, and disposing of portions of the existing structure; replacing portions of the existing structure; cutting pipe ends on skew or slope; and equipment, labor, tools, and incidentals.

Protection methods for excavations greater than 5 ft. deep will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring." Excavation, shaping, bedding, and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures." When jacking, boring, or tunneling is used at the Contractor's option, payment will be made under this Item. When jacking, boring or tunneling is required, payment will be made under Item 476, "Jacking, Boring or Tunneling Pipe or Box."

Item 465
Junction Boxes, Manholes, and Inlets

1. DESCRIPTION

Construct junction boxes, manholes, and inlets, complete in place or to the stage detailed, including furnishing and installing frames, grates, rings, and covers.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 420, "Concrete Substructures,"
- Item 421, "Hydraulic Cement Concrete,"
- Item 440, "Reinforcement for Concrete," and
- Item 471, "Frames, Grates, Rings, and Covers."

Cast-in-place junction boxes, manholes, inlets, risers, and appurtenances are acceptable unless otherwise shown. Alternate designs for cast-in-place items must be acceptable to the Engineer and must conform to functional dimensions and design loading. Alternate designs must be designed and sealed by a licensed professional engineer.

2.1. **Concrete**. Furnish Class H concrete as referenced in Item 421 "Hydraulic Cement Concrete," except that Mix Design Options 1–8 will be allowed for formed precast junction boxes, manholes, and inlets. Furnish concrete per DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification," for machine-made precast junctions boxes, manholes, and inlets. Furnish Class C concrete for cast-in-place manholes and inlets unless otherwise shown on the plans.

2.2. **Mortar**. Furnish mortar conforming to DMS-4675, "Cementitious Grouts and Mortars for Miscellaneous Applications."

2.3. **Timber**. Provide sound timber that is a minimum of 3 in. nominal thickness and reasonably free of knots and warps for temporary covers when used with Stage I construction (see Article 465.3., "Construction").

2.4. **Other Materials**. Use commercial-type hardware as approved.

3. CONSTRUCTION

Construct all types of junction boxes, manholes, and inlets either complete or in 2 stages, described as Stage I and Stage II.

Construct the Stage I portion of junction boxes, manholes, and inlets as shown on the plans or as specified in this Item. Furnish and install a temporary cover as approved.

Furnish and install the storm drain pipe and a temporary plug for the exposed end of the storm drain pipe from the storm drain to a point below the top of curb indicated on the plans for Stage I construction of cast iron or steel inlet units.

Construct Stage II after the pavement structure is substantially complete unless otherwise approved.

Construct the remaining wall height and top of junction box, manhole, or inlet for Stage II, and furnish and install any frames, grates, rings and covers, curb beams, or collecting basins required.

Construct cast-in-place junction boxes, manholes, and inlets in accordance with Item 420, "Concrete Substructures." Forms will be required for all concrete walls. Outside wall forms for cast-in-place concrete may be omitted with approval if the surrounding material can be trimmed to a smooth vertical face.

3.1. **Precast Junction Boxes, Manholes, and Inlets**. Construct formed precast junction boxes, manholes, and inlets in accordance with Item 420, "Concrete Substructures," except as otherwise noted in this Item. Construct machine-made precast junction boxes, manholes, and inlets in accordance with ASTM C478 except as otherwise noted in this Item. Mix and place concrete for machine-made junction boxes, manholes, and inlets per the requirements of DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification." Conform to the product permissible variations and rejection criteria stated in ASTM C478 for machine-made precast junction boxes, manholes, and inlets. Cure all precast units in accordance with Item 424, "Precast Concrete Structural Members (Fabrication)."

Multi-project fabrication plants as defined in Item 424 "Precast Concrete Structural Members (Fabrication)," that produce manholes and inlets will be approved by the Construction Division in accordance with DMS-7340, "Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Junction Boxes, Manholes and Inlets." The Department's MPL has a list of approved multi-project plants.

3.1.1. **Lifting Holes**. Provide no more than 4 lifting holes in each section for precast units. Lifting holes may be cast, cut into fresh concrete after form removal, or drilled. Provide lifting holes large enough for adequate lifting devices based on the size and weight of the section. The maximum hole diameter is 3 in. at the inside surface of the wall and 4 in. at the outside surface. Cut no more than 5 in. in any direction of reinforcement per layer for lifting holes. Repair spalled areas around lifting holes.

3.1.2. **Marking**. Clearly mark each precast junction box, manhole, and inlet unit with the following information:

- name or trademark of fabricator and plant location;
- product designation;
- ASTM designation (if applicable);
- date of manufacture;
- designated fabricator's approval stamp; and
- designation "SR" for product meeting sulfate-resistant concrete plan requirements (when applicable).

3.1.3. **Storage and Shipment**. Store precast units on a level surface. Do not ship units until design strength requirements have been met.

3.2. **Excavation, Shaping, Bedding, and Backfill**. Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures." Immediate backfilling is permitted for all junction box, manhole, and inlet structures where joints consist of rubber boots, rubber gaskets, or bulk or preformed joint sealant. Take precautions in placing and compacting the backfill to avoid any movement of junction boxes, manholes, and inlets. Remove and replace junction boxes, manholes, and inlets damaged by the Contractor at no expense to the Department.

3.3. **Junction Boxes, Manholes, and Inlets for Precast Concrete Pipe Storm Drains**. Construct junction boxes, manholes, and inlets for precast concrete pipe storm drains before completion of storm drain lines into or through the junction box, manhole, or inlet. Neatly cut all storm drains at the inside face of the walls of the junction box, manhole, or inlet.

3.4. **Junction Boxes, Manholes, and Inlets for Box Storm Drains**. Place bases or risers of junction boxes, manholes, and inlets for box storm drains before or in conjunction with placement of the storm drain. Backfill the junction box, manhole, or inlet and storm drain as a whole.

3.5. **Inverts**. Shape and route floor inverts passing out or through the junction box, manhole, or inlet as shown on the plans. Shape by adding and shaping mortar or concrete after the base is placed or by placing the required additional material with the base.

3.6. **Finishing Complete Junction Boxes, Manholes, and Inlets**. Complete junction boxes, manholes, and inlets in accordance with the plans. Backfill to original ground elevation in accordance with Item 400, "Excavation and Backfill for Structures."

3.7. **Finishing Stage I Construction**. Complete Stage I construction by constructing the walls to the elevations shown on the plans and backfilling to required elevations in accordance with Item 400, "Excavation and Backfill for Structures."

3.8. **Stage II Construction**. Construct subgrade and base course or concrete pavement construction over Stage I junction box, manhole, or inlet construction unless otherwise approved. Excavate to expose the top of Stage I construction and complete the junction box, manhole or inlet in accordance with the plans and these Specifications, including backfill and cleaning of all debris from the bottom of the junction box, manhole, or inlet.

3.9. **Inlet Units**. Install cast iron or steel inlet units in conjunction with the construction of concrete curb and gutter. Set the inlet units securely in position before placing concrete for curb and gutter. Form openings for the inlets and recesses in curb and gutter as shown on the plans. Place and thoroughly consolidate concrete for curb and gutter adjacent to inlets and around the inlet castings and formed openings and recesses without displacing the inlet units.

4. MEASUREMENT

All junction boxes, manholes, and inlets satisfactorily completed in accordance with the plans and specifications will be measured by each junction box, manhole, or inlet, complete, or by each junction box, manhole, or inlet completed to the stage of construction required by the plans.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for as follows:

5.1. **Complete Manholes**. Payment for complete manholes will be made at the unit price bid for "Manhole (Complete)" of the type specified.

5.2. **Complete Inlets**. Payment for inlets will be made at the unit price bid for "Inlet (Complete)," of the type specified.

5.3. **Complete Junction Boxes**. Payment for junction boxes will be made at the unit price bid for "Junction Box (Complete)" of the type specified.

5.4. **Manholes Stage I**. Payment for Manholes, Stage I, will be made at the unit price bid for each "Manhole (Stage I)" of the type specified.

5.5. **Manholes Stage II**. Payment for Manholes, Stage II, will be made at the unit price bid for each "Manhole (Stage II)" of the type specified.

5.6. **Inlets Stage I**. Payment for Inlets, Stage I, will be made at the unit price bid for each "Inlet (Stage I)" of the type specified.

5.7. **Inlets Stage II**. Payment for Inlets, Stage II, will be made at the unit price bid for each "Inlet (Stage II)" of the type specified.

5.8. **Junction Boxes Stage I**. Payment for Junction Boxes, Stage I, will be made at the unit price bid for each "Junction Box (Stage I)" of the type specified.

5.9. **Junction Boxes Stage II.** Payment for Junction Boxes, Stage II, will be made at the unit price bid for each "Junction Box (Stage II)" of the type specified.

This price is full compensation for concrete, reinforcing steel, mortar, frames, grates, rings and covers, excavation, and backfill and for all other materials, tools, equipment, labor, and incidentals.

Item 502
Barricades, Signs, and Traffic Handling

1. DESCRIPTION

Provide, install, move, replace, maintain, clean, and remove all barricades, signs, cones, lights, and other traffic control devices used for traffic handling as indicated on the plans and as directed.

2. CONSTRUCTION

Implement the traffic control plan (TCP) shown on the plans.

Provide traffic control devices that conform to details shown on the plans, the TMUTCD, and the *Compliant Work Zone Traffic Control Device List* (CWZTCDL) maintained by the Traffic Operations Division. In cases of disagreement between these two documents, the CWZTDL governs over the plans and the TMUTCD governs over both the CWZTCDL and the plans.

Before beginning work, designate in writing, a Contractor's Responsible Person (CRP) and an alternate to be the representative of the Contractor who is responsible for taking or directing corrective measures regarding the TCP. The CRP or designated alternate must be accessible by phone 24 hr. per day and able to respond when notified. The CRP and designated alternate must comply with the requirements of Section 502.2.5., "Training."

Install traffic control devices straight and plumb. Make changes to the TCP only as approved. Minor adjustments to meet field conditions are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the CWZTCDL.

Use fluorescent prismatic reflfective sheeting, meeting the requirements of DMS-8300 Type BFL or CFL, for all signs and traffic control devices that have an orange background and a black non-reflective legend on all work zones. Manufacture all signs with a white background and black non-reflective legend using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type A. Orange and white sheeting used on channelizing devices must be manufactured using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type A.

At no time will the Contractor mix Type BFL or CFL fluorescent orange sheeting with orange Type A High Specific Intensity sheeting on the same project. White Engineering Grade (Type A) will not be mixed with white High Specific Intensity (Type A) sheeting.

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

2.1. **Flaggers**. Designate in writing, a flagging instructor who will serve as a flagging supervisor and is responsible for training and assuring that all flaggers are qualified to perform flagging duties.

Comply with the requirements of Section 502.2.5., "Training." Provide a list of flaggers certified to perform flagging duties.

Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must dress appropriately, wear high-visibility safety apparel, use flags, signs, stop-slow paddles, and other hand-signaling devices, and follow the flagging procedures set forth in the TMUTCD.

2.2. **Law Enforcement**. Uniformed officers providing work zone traffic services must be trained for the service they perform. Comply with Section 502.2.5., "Training."

2.3. **Removal**. Remove all barricades, signs, cones, lights, and other traffic control devices used for work zone traffic handling upon completion of work as shown on the plans or as directed.

2.4. **Training**. Workers involved with TCP must be trained using Department-approved training as shown on the plans. Provide a copy of the certification of completion to the Engineer.

3. MEASUREMENT

Barricades, Signs, and Traffic Handling will be measured by the month. Law enforcement officer and patrol vehicle will be measured by the hour.

4. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be measured and paid under pertinent Items.

4.1. **Initiation of Payment**. Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP and construction has begun.

4.2. **Paid Months**. Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid.

If, within the time frame established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance.

4.3. **Maximum Total Payment Before Acceptance**. The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.12., "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.5., "Balance Due."

4.4. **Total Payment Quantity**. The quantity paid under this Item will not exceed the total quantity shown on the plans except as modified by change order and as adjusted by Section 502.4.2., "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs; testing; material shortages; closed construction seasons; curing periods; establishment, performance, test, and maintenance periods; failure to complete the work in the number of months allotted; nor delays caused directly or indirectly by requirements of the Contract.

4.5. **Balance Due**. The remaining unpaid months of barricades less non-compliance months will be paid on final acceptance of the project, if all work is complete and accepted in accordance with Article 5.12., "Final Acceptance."

4.6. **Law Enforcement**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement," will be paid for at the unit price bid for "Uniformed Police Officer." This price is full compensation for furnishing all labor, materials, supplies, equipment, patrol vehicle, fees, and incidentals necessary to complete the work as directed.

Item 506

Temporary Erosion, Sedimentation, and Environmental Controls

1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) on the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include, but are not limited to, rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Erosion and sediment control devices must be selected from the *Erosion Control Approved Products* or *Sediment Control Approved Products* lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

Provide the Contractor Certification of Compliance before performing SWP3 or soil disturbing activities. By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Ensure the most current version of the certificate is executed for this project.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost"
- Item 432, "Riprap"
- Item 556, "Pipe Underdrains"

2.1. Rock Filter Dams.

2.1.1. Aggregate. Furnish aggregate with approved hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding. Provide the following:

- Types 1, 2, and 4 Rock Filter Dams. Use 3 to 6 in. aggregate.
- Type 3 Rock Filter Dams. Use 4 to 8 in. aggregate.

2.1.2. Wire. Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 × 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and
- minimum 0.0866 in. for binding or tie wire.

2.1.3. Sandbag Material. Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **Temporary Pipe Slope Drains**. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

2.3. **Temporary Paved Flumes**. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

2.4. **Construction Exits**. Provide materials that meet the details shown on the plans and this Section.

2.4.1. **Rock Construction Exit**. Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1. Use 2- to 4-in. aggregate for Type 3.

2.4.2. **Timber Construction Exit**. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.

2.4.3. **Foundation Course**. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

2.5. **Embankment for Erosion Control**. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

2.6. **Pipe**. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

2.7. **Construction Perimeter Fence**.

2.7.1. **Posts**. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in., or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 0.5 lb. per foot.

2.7.2. **Fence**. Provide orange construction fencing as approved.

2.7.3. **Fence Wire**. Provide 11 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

2.7.4. **Flagging**. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

2.7.5. **Staples**. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.7.6. **Used Materials**. Previously used materials meeting the applicable requirements may be used if approved.

2.8. **Sandbags**. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve Size	Retained (% by Weight)
#4	Maximum 3%
#100	Minimum 80%
#200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size must not exceed 3/8 in.

2.9. **Temporary Sediment Control Fence**. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

2.9.1. **Fabric**. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2.9.2. **Posts**. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2.9.3. **Net Reinforcement**. Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

2.9.4. **Staples**. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

2.9.5. **Used Materials**. Use recycled material meeting the applicable requirements if approved.

2.10. **Biodegradable Erosion Control Logs**.

2.10.1. **Core Material**. Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2.10.2. **Containment Mesh**. Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

2.10.3. **Size**. Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. QUALIFICATIONS, TRAINING, AND EMPLOYEE REQUIREMENTS

3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities**. Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPEwho have overall responsibility for the storm water management program. The CRPE will implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on

how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Ensure training is completed as identified in Section 506.3.3., "Training," by all applicable personnel before employees work on the project. Document and submit a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and date the employee completed the training. Provide the most current list at the preconstruction conference or before SWP3 or soil disturbing activities. Update the list as needed and provide the updated list when updated.

3.2. **Contractor Superintendent Qualifications and Responsibilities**. Provide a superintendent that is competent, has experience with and knowledge of storm water management, and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent will manage and oversee the day to day operations and activities at the project site; work with the CRPE to provide effective storm water management at the project site; represent and act on behalf of the Contractor; and attend the Department's preconstruction conference for the project.

3.3. **Training**. All Contractor and subcontractor employees involved in soil disturbing activities, small or large structures and, SWP3 (storm water control measures, soil retention blankets, seeding, sodding, etc.) activities must complete the following training before performing soil disturbing or SWP3 activities on the project. Training is provided by the Department at no cost to the Contractor and is valid for 3 yr. from the date of completion. The Engineer may require training at a frequency less than 3 yr. based on environmental needs.

- "Environmental Management System: Awareness Training for the Contractor (English and Spanish) (Approximate running time 20 min.)"
- "Storm Water: Environmental Requirements During Construction (English and Spanish) (Approximate running time 20 min.)"

The CRPE, alternate CRPE, Contractor's superintendent, and Contractor and subcontractor lead personnel involved in soil disturbing or SWP3 activities must enroll and complete the training listed below and provide the Certification of Completion before performing soil disturbing or SWP3 activities on the project. Training is provided by a third party and is valid for 3 yr. from the date shown on the Certificate of Completion. Coordinate enrollment through the third party and pay associated fees for the following training:

- "Revegetation During Construction,"
- "Construction General Permit Compliance," and
- "Construction Stage Gate Checklist (CSGC)."

Training may take place at a location at the discretion of the Contractor. Training and associated fees will not be measured or paid for directly but are considered subsidiary to this Item.

4. CONSTRUCTION

4.1. **Contractor Responsibilities**. Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

4.2. **Implementation**. The CRPE, or alternate CRPE, must be accessible by phone and able to respond to project-related storm water management or other environmental emergencies 24 hr. per day.

4.2.1. **Commencement**. Implement the SWP3 as shown and as directed. Contractor-proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans. Minor adjustments to meet field conditions are allowed and will be recorded in the SWP3.

4.2.2. **Phasing**. Implement control measures before the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, and continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.

Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project, and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

4.3. **General**.

4.3.1. **Temporary Alterations or Control Measure Removal**. Altering or removal of control measures is allowed when control measures are restored within the same working day.

4.3.2. **Stabilization**. Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site have temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice in accordance with the TPDES General Permit TXR150000.

4.3.3. **Finished Work**. Remove and dispose of all temporary control measures upon acceptance of vegetative cover or other stabilization practice unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.

4.3.4. **Restricted Activities and Required Precautions**. Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Use appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e., dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

4.4. **Installation, Maintenance, and Removal Work**. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as approved.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the worksite for each control measure. The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work." Take immediate action if a correction is deemed critical as directed. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Commence work once the Engineer reviews and documents the project is in compliance. Commencing work does not release the Contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

4.4.1. **Rock Filter Dams for Erosion Control**. Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings for Types 2 and 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

4.4.1.1. **Type 1 (Non-Reinforced)**.

- **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.2. **Type 2 (Reinforced)**.

- **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.3. **Type 3 (Reinforced)**.

- **Height**. At least 36 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.4. **Type 4 (Sack Gabions)**. Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

4.4.1.5. **Type 5**. Provide rock filter dams as shown on the plans.

4.4.2. **Temporary Pipe Slope Drains**. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

4.4.3. **Temporary Paved Flumes**. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4.4.4. **Construction Exits**. Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long- or short-term use.

4.4.4.1. **Long-Term**. Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

4.4.4.1.1. **Type 1**. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

4.4.4.1.2. **Type 2**. Construct using railroad ties and timbers as shown on the plans or as directed.

4.4.4.2. **Short-Term**.

4.4.4.2.1. **Type 3**. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

4.4.4.2.2. **Type 4**. Construct as shown on the plans or as directed.

4.4.5. **Earthwork for Erosion Control**. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

4.4.5.1. **Excavation and Embankment for Erosion Control Features**. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

4.4.5.2. **Excavation of Sediment and Debris**. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

4.4.6. **Construction Perimeter Fence**. Construct, align, and locate fencing as shown on the plans or as directed.

4.4.6.1. **Installation of Posts**. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

4.4.6.2. **Wire Attachment**. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

4.4.6.3. **Flag Attachment**. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

4.4.7. **Sandbags for Erosion Control**. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the

open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

4.4.8. **Temporary Sediment-Control Fence**. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

4.4.8.1. **Installation of Posts**. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the runoff source.

4.4.8.2. **Fabric Anchoring**. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

4.4.8.3. **Fabric and Net Reinforcement Attachment**. Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

4.4.8.4. **Fabric and Net Splices**. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

4.4.9. **Biodegradable Erosion Control Logs**. Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown on the plans, or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and as approved, such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

4.4.10. **Vertical Tracking**. Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 in. long × 2 to 4 in. wide × 1/2 to 2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12 in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

4.5. **Monitoring and Documentation**. Monitor the control measures on a daily basis as long as there are BMPs in place and/or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or contract non-work days, daily inspections are not required unless a rain event has occurred. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions

were completed. Maintain records of all monitoring reports at the project site or at an approved place. Provide copies within 7 days. Together, the CRPE and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as directed.

5. MEASUREMENT

5.1. **Rock Filter Dams**. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

5.1.1. **Linear Measurement**. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

5.1.2. **Volume Measurement**. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

5.1.2.1. **Installation**. Measurement will be made in final position.

5.1.2.2. **Removal**. Measurement will be made at the point of removal.

5.2. **Temporary Pipe Slope Drains**. Temporary pipe slope drains will be measured by the foot.

5.3. **Temporary Paved Flumes**. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

5.4. **Construction Exits**. Construction exits will be measured by the square yard of surface area.

5.5. **Earthwork for Erosion and Sediment Control**.

5.5.1. **Equipment and Labor Measurement**. Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

5.5.2. **Volume Measurement**.

5.5.2.1. **In Place**.

5.5.2.1.1. **Excavation**. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

5.5.2.1.2. **Embankment**. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

5.5.2.2. **In Vehicles**. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

5.6. **Construction Perimeter Fence**. Construction perimeter fence will be measured by the foot.

5.7. **Sandbags for Erosion Control**. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

5.8. **Temporary Sediment-Control Fence**. Installation or removal of temporary sediment-control fence will be measured by the foot.

5.9. **Biodegradable Erosion Control Logs**. Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

5.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

6. PAYMENT

The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items except vertical tacking which is subsidiary.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

6.1. **Rock Filter Dams**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.1.1. **Installation**. Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.1.2. **Removal**. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.2. **Temporary Pipe Slope Drains**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

6.3. **Temporary Paved Flumes**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.4. **Construction Exits**. Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.5. **Earthwork for Erosion and Sediment Control**.

6.5.1. **Initial Earthwork for Erosion and Sediment Control**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

6.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Engineer.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Earthwork needed to remove and obliterate erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

6.6. **Construction Perimeter Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

6.7. **Sandbags for Erosion Control**. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

6.8. **Temporary Sediment-Control Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.8.1. **Installation**. Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.8.2. **Removal**. Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.9. **Biodegradable Erosion Control Logs**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.9.1. **Installation**. Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

6.9.2. **Removal**. Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

Item 529

Concrete Curb, Gutter, and Combined Curb and Gutter

1. DESCRIPTION

Construct hydraulic cement concrete curb, gutter, and combined curb and gutter.

2. MATERIALS

Furnish materials conforming to:

- Item 360, "Concrete Pavement"
- Item 420, "Concrete Substructures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcement for Concrete"

Use Class A concrete or material specified on the plans. Use Grade 8 coarse aggregate for extruded Class A concrete. Use other grades if approved.

When approved, use fibers meeting the requirements of DMS-4550, "Fibers for Concrete," to replace reinforcing steel in Class A concrete. Dose fibers in accordance with the Department's MPL of pre-qualified fibers for concrete.

3. CONSTRUCTION

Provide finished work with a well-compacted mass and a surface free from voids and honeycomb, in the required shape, line, and grade. Round exposed edges with an edging tool of the radius shown on the plans. Mix, place, and cure concrete in accordance with Item 420, "Concrete Substructures." Construct joints at locations shown on the plans. Cure for at least 72 hr.

Furnish and place reinforcing steel in accordance with Item 440, "Reinforcement for Concrete."

Set and maintain a guideline that conforms to alignment data shown on the plans, with an outline that conforms to the details shown on the plans. Ensure that changes in curb grade and alignment do not exceed 1/4 in. between any 2 contacts on a 10-ft. straightedge.

3.1. **Conventionally Formed Concrete.** Shape and compact subgrade, foundation, or pavement surface to the line, grade, and cross-section shown on the plans. Lightly sprinkle subgrade or foundation material immediately before concrete placement.

Pour concrete into forms, and strike off with a template 1/4 to 3/8 in. less than the dimensions of the finished curb unless otherwise approved. After initial set, plaster surface with mortar consisting of 1 part hydraulic cement and 2 parts fine aggregate. Brush exposed surfaces to a uniform texture.

Place curbs, gutters, and combined curb and gutters in 50-ft. maximum sections unless otherwise approved.

3.2. **Extruded or Slipformed Concrete.** Hand-tamp and sprinkle subgrade or foundation material before concrete placement. Provide clean surfaces for concrete placement. Coat cleaned surfaces, if required, with approved adhesive or coating at the rate of application shown on the plans or as directed. Place concrete with approved self-propelled equipment.

The forming tube of the extrusion machine or the form of the slipform machine must be easily adjustable vertically during the forward motion of the machine to provide variable heights necessary to conform to the established gradeline.

Attach a pointer or gauge to the machine so that a continual comparison can be made between the extruded or slipform work and the grade guideline. Other methods may be used when approved.

Finish surfaces immediately after extrusion or slipforming.

4. MEASUREMENT

This Item will be measured by the foot.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Concrete Curb," "Concrete Curb (Mono)," or "Concrete Curb and Gutter" of the type specified. This price is full compensation for surface preparation of curb foundation, equipment, labor, materials, tools, and incidentals.

Item 530
Intersections, Driveways, and Turnouts

1. DESCRIPTION

Construct and pave intersections, driveways, and turnouts. Pave existing intersections, driveways, and turnouts.

Intersections are considered to be areas off the travel lanes and shoulders of the Contract highway on the intersecting highway on the state system. The intersecting on-system highway work will be paid for under this Item only when shown on the plans.

Driveways are defined as private (residential or commercial) and public (county road and city street) access areas off the travel lanes and shoulders.

Turnouts include but are not limited to mailbox and litter barrel widenings.

2. MATERIALS

Furnish materials that meet the following:

- Item 247, "Flexible Base"
- Item 260, "Lime Treatment (Road-Mixed)"
- Item 263, "Lime Treatment (Plant-Mixed)"
- Item 275, "Cement Treatment (Road-Mixed)"
- Item 276, "Cement Treatment (Plant-Mixed)"
- Item 292, "Asphalt Treatment (Plant-Mixed)"
- Item 316, "Seal Coat"
- Item 330, "Limestone Rock Asphalt Pavement"
- Item 334, "Hot-Mix Cold-Laid Asphalt Concrete Pavement"
- Item 340, "Dense-Graded Hot-Mix Asphalt (Small Quantity)"
- Item 360, "Concrete Pavement"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcement for Concrete"

3. CONSTRUCTION

Construct and pave intersections, driveways, and turnouts, and pave existing intersections, driveways, and turnouts as shown on the plans or as directed. Place materials in accordance with construction Articles of pertinent Items. Provide uninterrupted access to adjacent property unless otherwise directed. Ensure that abrupt elevation changes in driveway or turnout areas that serve as sidewalks do not exceed 1/4 in. and that the sidewalk area cross slope does not exceed 2%. Ready-mix concrete and hand finishing will be permitted when concrete pavement is specified unless otherwise shown on the plans for intersections.

4. MEASUREMENT

This Item will be measured by the square yard of the final pavement surface.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified.

This price is full compensation for furnishing and operating equipment; excavation and embankment; base and pavement materials; and labor, materials, tools and incidentals. Drainage structures will be measured and paid for in accordance with the pertinent bid items.

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

Example:

ITEM 247	FLEXIBLE BASE (204)
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 530	DRIVEWAYS AND TURNOUTS
ITEM 5010	CONSTRUCTION EXITS

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

General: The above listed specifications items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004)

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application 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 government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: Linda Castillo
Print Name: Linda Castillo
Title: Owner
Telephone Number: (256) 743-5417
Date: 6/2/2017

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Linda S. Castillo

Business name, if different from above
Castle Enterprises, LLC

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ▶ LLC ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
2210 Marro Rd

Requester's name and address (optional)

City, state, and ZIP code
Monte Alto, TX 78538

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
9	0	0	6	7	7	7	0	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Linda Castillo Date ▶ 4/26/2017

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Castle Enterprises, LLC **Telephone No.** (956) 743-5417

dba Name: —

Legal Name: Same

Mailing Address : 2210 Mayo Rd **Fax No.** (956) 743-5419

Physical Address: — Same

City, State, Zip Monte Alto, TX 78538 **Tax I.D. No.** 90-0677704

Remit to Address : Same **City, State, Zip**

E-Mail Address: linda.castleenterprises@gmail.com

Representative(s) Name(s) & Title(s) Linda Castillo Owner

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
✓ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 32043856734 **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: TX **Date:** 3/2011 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization ✓ Other, Specify General Contractor

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Linda Castillo Owner

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☑ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☑ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☑ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☑ Yes ☐ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☑ Yes ☐ No

What type of product(s) is/are solicited by your company?: General Construction

Would you like to be provided with specifications for procurements of such products?: ☑ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing): _____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office: _____ **Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☑Yes ☐No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☑Other TX Comptroller of Public Account

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☑Yes ☐No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: 0 %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1900677704900**
File/Vendor Number:	**500617**
Approval Date:	**27-MAR-2017**
Scheduled Expiration Date:	**27-MAR-2021**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

CASTLE ENTERPRISES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 31-MAR-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

VG-120-2017-2820132

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2820132

Recorded On: June 02, 2017 10:56 AM

Billable Pages: 1

Number of Pages: 2

*******Examined and Charged as Follows*******

Total Recording: $36.00

*******THIS PAGE IS PART OF THE DOCUMENT*******

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No:	2820132
Receipt No:	20170602000148
Recorded On:	June 02, 2017 10:56 AM
Deputy Clerk:	Tania Rivera
Station:	CH-1-CC-K11

Record and Return To:

Christopher Castillo

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

NA

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NA

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NA

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Linda Castillo Linda Castillo

Signature of vendor doing business with the governmental entity

6/2/2017

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-197611

Date Filed:
04/24/2017

Date Acknowledged:
06/22/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Castle Enterprises, LLC
Monte Alto, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Precinct No. 3

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CAP-17-124-04-26-YSS
Road & Drainage Construction for El Paraiso Subdivision

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castillo, Linda	Monte Alto, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-197611

Date Filed:
04/24/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Castle Enterprises, LLC
Monte Alto, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Precinct No. 3

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
CAP-17-124-04-26-YSS
Road & Drainage Construction for El Paraiso Subdivision

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castillo, Linda	Monte Alto, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

YVONNE GONZALEZ
Notary Public, State of Texas
Comm. Expires 01-25-2021
Notary ID 12219823

Linda Castillo
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Linda Castillo, this the 24th day of April, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Yvonne Gonzalez	Notary

SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 2nd day of June, 2017.

Linda Castillo

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

General Decision Number: TX170008 01/06/2017 TX8

Superseded General Decision Number: TX20160008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator,		

```
      Over 3 CY.....................$ 13.69
      Front End Loader, 3 CY or
      less..........................$ 13.49
      Loader/Backhoe................$ 12.77
      Mechanic......................$ 15.47
      Milling Machine...............$ 14.64
      Motor Grader Operator,
      Rough.........................$ 14.62
      Motor Grader, Fine Grade....$ 16.52
      Scraper.......................$ 11.07

 Servicer..........................$ 12.34

 Steel Worker (Reinforcing).......$ 14.07

 TRUCK DRIVER
      Lowboy-Float..................$ 13.63
      Single Axle...................$ 10.82
      Single or Tandem Axle Dump..$ 14.53
      Tandem Axle Tractor with
      Semi Trailer..................$ 12.12

 WELDER............................$ 14.02
 ----------------------------------------------------------------

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

 ================================================================

 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017.  If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.
 Employees must be permitted to use paid sick leave for their
 own illness, injury or other health-related needs, including
 preventive care; to assist a family member (or person who is
 like family to the employee) who is ill, injured, or has other
 health-related needs, including preventive care; or for reasons
 resulting from, or to assist a family member (or person who is
 like family to the employee) who is a victim of, domestic
 violence, sexual assault, or stalking.  Additional information
 on contractor requirements and worker protections under the EO
 is available at www.dol.gov/whd/govcontracts.

 Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).


 ----------------------------------------------------------------


 The body of each wage determination lists the classification
 and wage rates that have been found to be prevailing for the
 cited type(s) of construction in the area covered by the wage
 determination. The classifications are listed in alphabetical
 order of "identifiers" that indicate whether the particular
 rate is a union rate (current union negotiated rate for local),
 a survey rate (weighted average rate) or a union average rate
 (weighted union average rate).
```

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

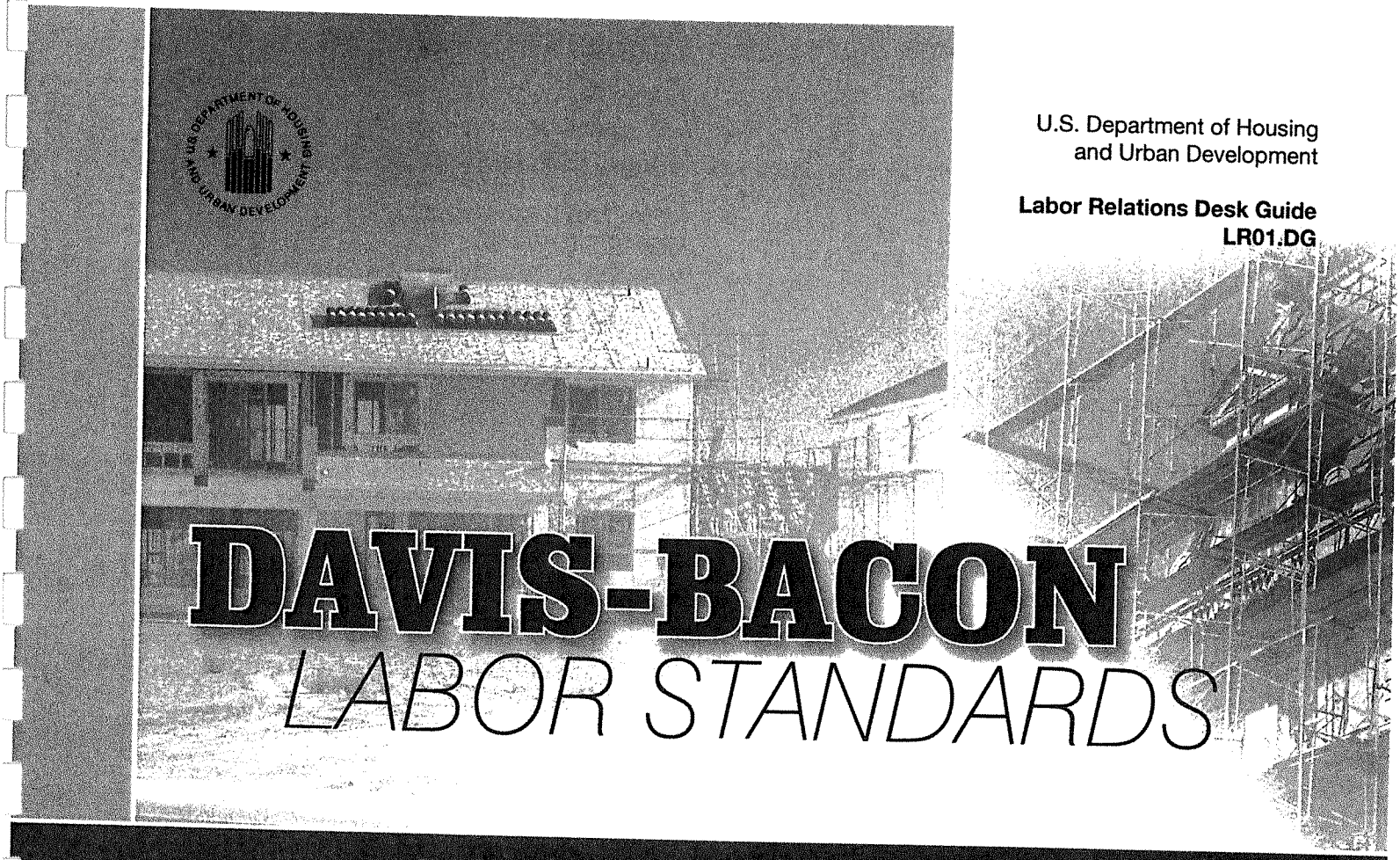
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

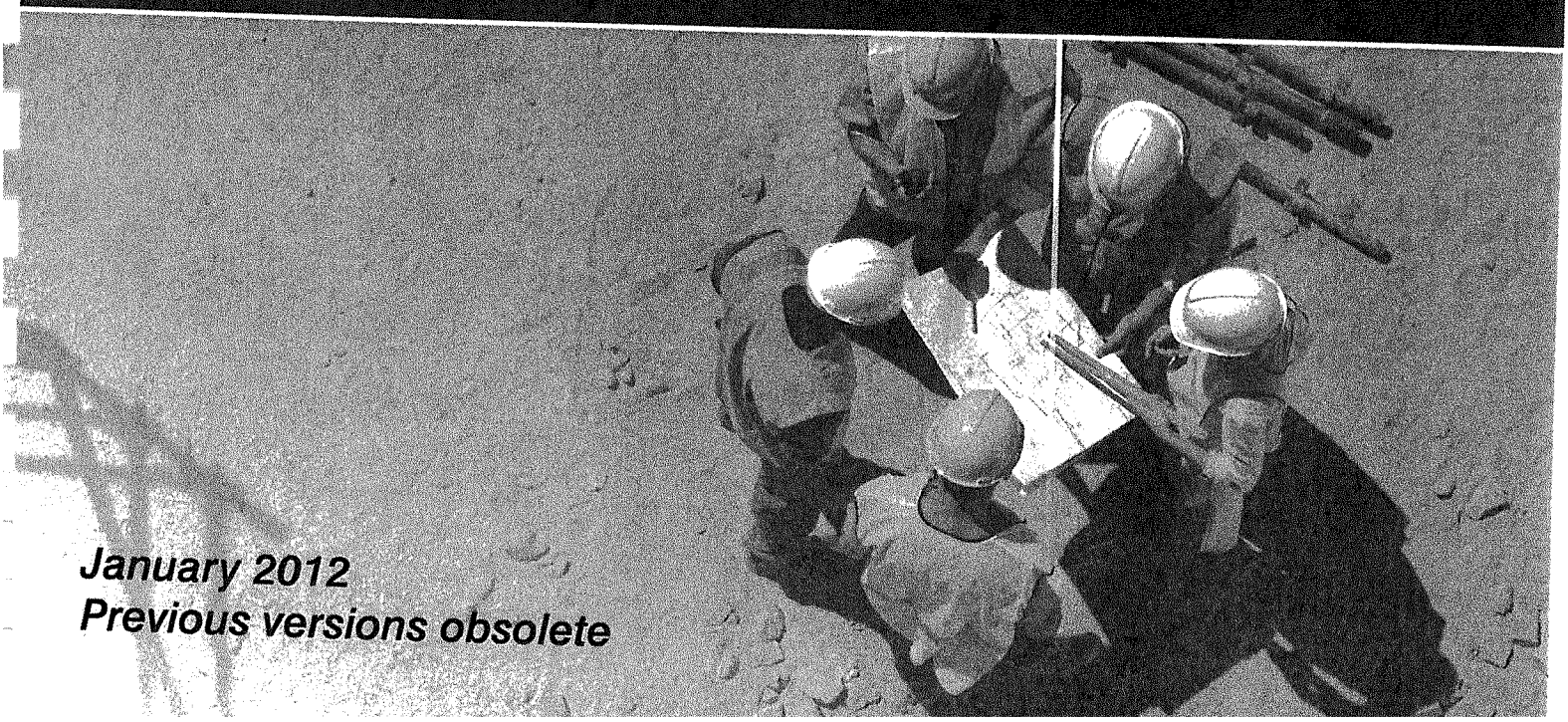


U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON
LABOR STANDARDS

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects



January 2012
Previous versions obsolete

INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

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CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

c. **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7***. Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
http://www.wdol.gov

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the ***prime*** or ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor; "subcontractor" will mean all subcontractors including lower-tier subcontractors; and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START? Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 THE WAGE DECISION.

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. **Additional classification rules.** Additional classifications and wage rates can be approved if:

1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).

2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)

3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,

4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

   If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

   If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
www.dol.gov/whd/forms/wh347.pdf

c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 DAVIS-BACON DEFINITIONS.

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1. **Working foremen**. Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. **Employee.** Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the Appendix).

c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2. **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is not considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.

   1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. **Site of work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

   Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

   The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1 ½) + $5 = $20/hour.

f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

g. **Deductions.** Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

h. **Net pay.** Show the net amount of wages paid.

i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.

b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)

e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

   1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

   2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.

h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.

l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.

m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 WITHHOLDING.

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

   If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

   1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
http://www.dol.gov/whd/contracts/dbra.htm

DOL Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

Project Wage Rate Sheet	U.S. Department of Housing and Urban Development Office of Labor Relations	

Project Name:	Wage Decision Number/Modification Number:
Project Number:	Project County:

Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		$
Bricklayers			$	Group #	BHR	Total Wage
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	Operators Fringe Benefits:		$
Plumbers			$	Group #	BHR	Total Wage
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Workers			$			$
Tapers			$			$
Tile Setters			$	Truck Drivers Fringe Benefits:		$
Other Classifications				Group #	BHR	Total Wage
			$			
			$			
			$			

Additional Classifications (HUD Form 4230-A)					
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL	Date of DOL Approval
			$		
			$		
			$		

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR S.T.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Housing and Urban Development
Office of Departmental Operations and Coordination
Washington, DC 20410

Email: www.OfficeofLaborRelations@hud.gov

Labor Relations Desk Guide
LR01.DG

EQUAL HOUSING OPPORTUNITY

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: _____

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final request and request for retainage must be listed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

You ar directed to make the following changes in the Contract Documents.

Description:

1.
2.
3.
4.
5.
6.

Reason for Change Order:

1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 — Net % increase(decrease)from original contract price. #DIV/O! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	
2. Net change by Change Order and Written Agreements(+or-):	
3. Current Contract Price (1 plus 2):	
4. Total completed and stored to date:	
5. Retainage (per Agreement):	
____10%____ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	
6. Total completed and stored to date less retainage (4 minus 5)	
7. Less previous Application for Payments:	
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet

Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

Saenz Paving Contractor Name
21-Apr-08 Starting Date
19-Aug-08 Project Ending Date
10% Retainage Percent

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Retainage Release	Total To Date
2C1080612	Rena Rae	$169,509.25	$187,409.25	$58,815.00	$22,550.00	$50,200.00	$55,844.25	$18,740.93	$187,409.25

Application No. **Retainage Release**
Application Date: **15-Aug-08**
Period To: **15-Aug-08**
Engineer Firm **QHA**

Balance To Finish	Retainage	Net	Payment To Date	Payment Due
$0.00	$18,740.93	$187,409.25	$187,409.25	$18,740.93

SCHEDULE OF VALUES
EL PARAISO SUBDIVISION CONTRACT NO.: C-CAP-124-05-16

Item	Code	Item Description	Unit		El Paraiso Subd. N. Montana Street (N - S) CSJ#3C1080247	El Paraiso Subd. Paradise Circle CSJ#3C1080247	El Paraiso Subd. N. Montana Street (E - W) CSJ#3C1080247			
		PAVING								
100		Preparing ROW	STA		12.86	1.67	1.68	16.21	$348.00	$5,641.08
110		Excavation (Roadway)	CY		2500	325	326	3,151.00	$5.80	$18,275.80
247		8" Flex Base (Compl In Place) (TY E, GR4)	SY		4859	631	635	6,125.00	$7.17	$43,916.25
310		ASPH Matrl (MC-30)	GAL		971	126	127	1,224.00	$7.54	$9,228.96
340		ASPH Conc (TY D) (1 1/2")	SY		4144	539	542	5,225.00	$7.93	$41,434.25
502		Barricades, Signs and Traffic Handling	MO		2.0	1.0	1.0	4.00	$1,276.00	$5,104.00
530		Turnouts (ASPH-CONC-PAV)(PB-2)	SY		30	30	30	90.00	$18.51	$1,665.90
530		Driveway (ASPH-CONC-PAV) (PB-1)	SY		546	17	0	563.00	$11.31	$6,367.53
530		Driveway (Concrete 3000 PSI)	SY		464	0	23	487.00	$17.40	$8,473.80
531		Concrete Sidewalk	SY		60	0	0	60.00	$17.21	$1,032.60
										$141,140.17
		DRAINAGE								
529		18" Concrete Curb & Gutter	LF		2572	334	336	3,242.00	$8.84	$28,659.28
464		Type "A" Inlet	EA		2	2	0	4.00	$1,914.00	$7,656.00
464		Tlype "A1" Manhole	EA		1	2	0	3.00	$2,088.00	$6,264.00
464		24" RC Pipe	LF		168	200	0	368.00	$49.13	$18,079.84
464		18" RC Pipe	LF		70	0	0	70.00	$39.34	$2,753.80
464		Safety End Treatment	EA		2	0	0	2.00	$680.92	$1,361.84
										$64,774.76
					$153,408.29	$35,020.87	$17,485.77	**TOTAL ESTIMATE**		**$205,914.93**

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1998

Exhibit E-F

Colonia Testing Requirements

EL PARAISO SUBDIVISION

County Name

Hidalgo County

Material	Test	Description	Required	Remarks	CONTRACTOR										
					CSJ# M1080247	CSJ#	CSJ#	CSJ#	CSJ#	CSJ#	CSJ#	CSJ#	CSJ#	CSJ#	CSJ#
Subgrade	Tex-101-E Part III	Pulverization	No												
	Tex-113	Moist. Density Curve	Yes												
	Tex-115-E	In-place Density	Yes												
		Thickness	Yes												
	Tex-104-E	Determining Liquid Limit of Soils	Yes												
	Tex-105-E	Determining Plastic Limit of Soils	Yes												
Flex Base	Tex-101-E	Preparing Soils and Flex Bases	No												
	Tex-106-E	Calculating the Plasticity Index	Yes												
	Tex-107-E	Linear Shrinkage	No												
	Tex-110-E	Particle Size Analysis	Yes												
	Tex-113-E	Moisture Density Relationship of Base Materials (Includes Limed)	No												
	Tex-116-E	Wet Ball Mill Method Tex	No												
	Tex-1174	Triaxial Compression for Base Material (includes Limed)	No												
	Tex-115-E	In-place Density	Yes												
		Thickness	Yes												
EN-1															
	IAW ASTM 4609														
	Tex-103-E														
	Tex-114-E														
	TexDOT 121 E														
	ASTM D 4548														
	ASTM D 1587														
	Tex115-E														
Hot Mix	Tex-207-F	Determining Density of of Compacted Bituminous Mixtures	Yes												
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	No												
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction	No												
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method	No												
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure	No												
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method	No												
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures	No												
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures	No												
	Tex-213-E	Determining Hydrocarbon - Volatile Content of Bituminous Mixtures	No												
		Thickness	Yes												

Engineer Signature: _____

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

Exhibit E-H

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT:
OWNER:
CONTRACTOR:
ENGINEER:

PROJECT NO.

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No.: 1215-0149
Expires: 03/31/2006

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
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			S											
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-K

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.881

Exhibit E-K

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

_____ Contractor Name

_____ Starting Date

_____ Project Ending Date

_____ Retainage Percent

Summary					
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
	TOTALS:	**$ -**	**$ -**	**$ -**	**$ -**

Application No. _____

Application Date: _____

Period To: _____

Engineer Firm _____

Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -

Lazaro Saenz, Sr. dba, Saenz Paving	Contractor Name
4/21/2008	Starting Date
8/19/2008	Project Ending Date
Rena Rae	Engineer's / County Project Description

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Va Quan
		(905) ROADWAY						
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ 3.00	6,625.0	19,875.00	$ -	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ 6.50	6,625.0	43,062.50	$ -	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ 4.00	1,224.0	4,896.00	$ -	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ 6.60	6,120.0	40,392.00	$ -	0.0
6	500	Mobilization	L.S.	$ 5,000.00	1.0	5,000.00	$ -	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ 1,500.00	4.0	6,000.00	$ -	0.0
8	530	Turnouts	Ea	$ 650.00	2.0	1,300.00	$ -	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ 3.50	900.0	3,150.00	$ -	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ 1.50	900.0	1,350.00	$ -	0.0
		Total Roadway				**125,025.50**		
		(906) DRAINAGE						
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ 6.25	1,025.0	6,406.25	$ -	0.0
12	247	Drvwys Flexible Base	S.Y.	$ 5.50	1,025.0	5,637.50	$ -	0.0
13	556	8" Storm Drain	L.F.	$ 40.00	36.0	1,440.00	$ -	0.0
14	556	18" RCP Storm Drain	L.F.	$ 26.00	1,000.0	26,000.00	$ -	0.0
15	465	Ty "A" Inlets	Ea.	$ 1,800.00	2.0	3,600.00	$ -	0.0
16	465	Concrete Manhole	Ea.	$ 1,400.00	1.0	1,400.00	$ -	0.0
17		15" R.C.P.	L.F.	$ -	0	0	$ 25.00	456.0
18		Ty "A" Inlets	Ea.	$ -	0	0	$ 1,800.00	2.0
19		Manhole	Ea	$ -	0	0	$ 1,400.00	1.0
20		6.0" Valley Gutter	L.F.	$ -	0	0	$ 30.00	50.0
		Total Drainage				**44,483.75**		
		TOTAL BASE AMOUNTS:				**169,509.25**		

Application No.: 3(final)
Application Date: 8/15/2008
Period To: 8/15/2008
Engineer's / County Project No.: 2C1080612

alue	First Month			Second Month			Third Month			
Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan
-	0	0	-	0	0	-	-	-	-	-
-	6625.00	6625	19,875.00	0	6625	-	-	6,625.00	-	-
-	0	0	-	0	0	-	########	6,625.00	43,062.50	-
-	0	0	-	0	0	-	-	1,224.00	-	-
-	0	0	-	0	0	-	-	-	-	-
-	1.00	1	5,000.00	0	1	-	-	1.00	-	-
-	0.00	1	1,500.00	0	2	1,500.00	1.00	3.00	1,500.00	-
-	0	0	-	0	0	-	-	-	-	-
-	0	0	-	0	900	3,150.00	-	900.00	-	-
-	0	0	-		0	-	-	-	-	-
-			26,375.00			4,650.00			44,562.50	
-	0	0	-	0	0	-	-	-	-	-
-	0	0	-	0	0	-	########	1,025.00	5,637.50	-
-	36.00	36	1,440.00	0	36.00	-	-	36.00	-	-
-	1000.00	1000	26,000.00	0	1000.00	-	-	1,000.00	-	-
-	2.00	2	3,600.00	0	2	-	-	2.00	-	-
-	1.00	1	1,400.00	0	1	-	-	1.00	-	-
11,400.00	0	0	-	456	456.00	11,400.00	-	456.00	-	-
3,600.00	0	0	-	2	2.00	3,600.00	-	2.00	-	-
1,400.00	0	0	-	1	1	1,400.00	-	1.00	-	-
1,500.00	0	0	-	50	50	1,500.00	-	50.00	-	-
17,900.00			32,440.00			17,900.00			5,637.50	
17,900.00			58,815.00			22,550.00			50,200.00	

Print Name

Date

Signature

Fourth Month			Balance To Finish	
QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
-	-	-	0.0	0.0
-	-	19,875.00	0.0	0.0
-	-	43,062.50	0.0	0.0
-	-	-	4,896.0	-4,896.0
-	-	-	40,392.0	-40,392.0
-	-	-	5,000.0	-5,000.0
-	-	-	6,000.0	-6,000.0
-	-	-	1,300.0	-1,300.0
-	-	-	3,150.0	-3,150.0
-	-	-	1,350.0	-1,350.0
	-	**62,937.50**	62,088.0	-62,088.0
-	-	-	6,406.3	-6,406.3
-	-	-	5,637.5	-5,637.5
-	-	-	1,440.0	-1,440.0
-	-	-	26,000.0	-26,000.0
-	-	-	3,600.0	-3,600.0
-	-	-	1,400.0	-1,400.0
-	-	11,400.00	0.0	0.0
-	-	3,600.00	0.0	0.0
-	-	1,400.00	0.0	0.0
-	-	1,500.00	0.0	0.0
	-	**17,900.00**		
	-	**80,837.50**	44,483.8	-44,483.8

Retainage Release TxDOT Final Inspection Letter

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo

Texas Department of Transportation

Your Tax Dollars at Work
Hidalgo County Pct 3

Joe M. Flores, Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

El Paraiso Subdivision

Hidalgo County Commissioner's Court

Ramon Garcia	– County Judge
David L. Fuentes	- Commissioner Pct #1
Eduardo "Eddie" Cantu	- Commissioner Pct #2
Joe M. Flores	- Commissioner Pct #3
Joseph Palacios	- Commissioner Pct #4

Project Contractor: _____

Project Engineer: Javier Hinojosa Engineering

§ 262.031. CHANGES IN PLANS AND SPECIFICATIONS.

(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 104, § 1, eff. May 7, 1993; Acts 1993, 73rd Leg., ch. 891, § 1, eff. June 19, 1993; Acts 1995, 74th Leg., ch. 746, § 4, eff. Aug. 28, 1995.

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Contract - El Paraiso Subdivision

From : Noemi Delosrios <noemi.delosrios@co.hidalgo.tx.us> Thu, Jun 22, 2017 01:50 PM
Subject : Contract - El Paraiso Subdivision
To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>

Yvette,

Attached is the contract for El Paraiso Subdivision so that it can be put for CC on 6/27/17. Let me know if you need anything else.

Thanks a billion!

Mimi *de los Rios*, Clerk IV / BCAP
Hidalgo County Pct. 1
1902 Joe Stephens Ave., Suite 101
Weslaco, Texas 78599
P: (956) 968-8733 Ext. 1026
F: (956) 973-7804

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-17-124-05-16

This Agreement, entered into this **16th** day of **May**, 2017 by and between Hidalgo County (hereinafter called the "OWNER," and, **Castle Enterprises, LLC** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

EL PARAISO SUBDIVISION

Hereinafter called the project, for the sum of Two Hundred Five Thousand Nine Hundred Fourteen Dollars and Binety-Three Cents ($205,914.93) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa Engineering**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **120** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $250.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

AI-60185 **Purchasing Department** **21. J. 1.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Sheriff's Office:
Requesting authority & approval to purchase (10) exelis night enforcer nepvs 14 dual tube goggle kit gen-3 to be used by Stone Garden deputies from GALL'S, Inc/ LLC [LONE STAR UNIFORM, LLC] awarded vendor through BuyBoard cooperative purchase program's contract #507-16 [Expires 5-31-19] in the amount of $89,000.00 [a one-time transaction through Purchase Order only-no contract document necessary or required].

BACKGROUND

Requisition # 338716

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1284-421-00-280-047-9-751

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Buyboard contract #
quote
Requisition

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/08/2017 03:41 PM
Budget & Management	Veronica Ortiz	06/08/2017 03:47 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Lisa Vela		Started On: 06/07/2017 02:55 PM
Final Approval Date: 06/23/2017		

BuyBoard® Cooperative Purchasing

Administration RFQ Reports

Vendor Contract Information

Back

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Galls Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	Galls Inc.
Address:	1340 Russell Cave Road Lexington, KY 40509
Phone Number:	(800) 876-4242
Email:	medley-chris@galls.com
Website:	http://www.galls.com
Federal ID:	20-3545989
Contact:	Chris Medley
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	Yes
Contract Name:	Uniforms and Accessories for Various Areas
Contract#:	507-16
Effective Date:	06/01/2016
Expiration Date:	05/31/2019
Payment Terms:	Net 30 days
Delivery Days:	15
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	EDGAR Compliance documents (2 CFR Part response document, and can be found in the page.
Quote Reference Number:	507-16
Return Policy:	See Extended Exceptions for return policy
Additional Dealers:	Galls, LLC, Houston TX

Contract Documents

Additional Resources

Vendor	Description	Pricing Sheet	Price

Reference Number: 507-16

Vendor Website: http://www.galls.com

Full Description: 25% Discount Off www.galls.com for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniform and accessories. Line Item 9.

Galls Inc.	25% Discount Off www.galls.com for Purchase of Business Uniforms and Accessories (Career Apparel) and related supplies and accessories. Line Item 13. **For pricing go to www.galls.com**	N/A	$0.00
Galls Inc.	25% Discount Off www.galls.com for Purchase of All Other Work Related Uniforms and related supplies and accessories not listed above. Line Item 17. **For pricing go to www.galls.com**	N/A	$0.00
Galls Inc.	10% Discount Off www.galls.com for Purchase of ARC Rated/Flame Resistant Uniforms and related supplies and accessories. Line Item 15. **For pricing go to www.galls.com**	N/A	$0.00

Extended Product Information

Reference Number: 507-16

Vendor Website: http://www.galls.com

Full Description: 10% Discount Off www.galls.com for Purchase of ARC Rated/Flame Resistant Uniforms and related sup Line Item 15.

Showing 26 to 32 of 32 entries

First Previous 1 2 Next Last

Contact us 800-695-2919

Req 338716

GALLS®
The Authority in Public Safety Equipment and Apparel

LONE STAR UNIFORMS
A GALLS® LLC COMPANY

Price Quote

Rob Hauswald/David Mitrani
Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505
800-876-4242 phone
877-914-2557 fax

Attention: Terry
Account Number 0
Name Hidalgo Co Sheriff
Street Address
City & State

Quote Date *5/31/2017*

Buy Board 507-16

		Item #	Description	Qty	Retail	Your Price	Ext. Total
1		BN232	EXELIS NIGHT ENFORCER NEPVS 14 DUAL TUBE GOGGLE KIT GEN 3	10	$15,036.00	$8,900.00	$89,000.00
2							
3							

Subtotal	$89,000.00
Shipping	$0.00
Total	$89,000.00

Galls is required to collect tax on all shipments to all states. Please add applicable state and local tax percentages. Tax exempt customers, state laws require us to have a signed tax exemption or resale certificate on file at our office. If you would like your tax exempt document on file with us please fax the information, including your Galls account # to (859) 268-5941.

Prices are valid for 30 days from the date of the quote.

Thank you for the opportunity to earn your business. Galls payment terms are Net 30 days from date on each invoice.

Google EXELIS NIGHT ENFORCER NEPVS 14 DUAL TUBE GOGGLE KI Sign in

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The Night Enforcer Dual Tube Goggle

ThermalHog.Com - 350 × 350 - Search by image

... Exelis Night Enforcer NEPVS-14 Dual Tube Goggle Kit Gen 3 Pinnacle. The NEVPVS-14 Dual Tube Goggle System. Loading zoom

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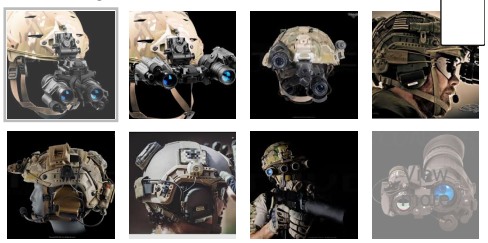

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Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00338716
PO #
Date: 03/15/17

Bill To: x
x

Vendor : 288772
GALLS, LLC
LONE STAR UNIFORMS, INC
P.O. BOX 71628
CHICAGO IL 60694-1628
FAX (832)237-8008

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: **T. CONTRERAS**
956-393-6024

Contract No: **BUYBOARD# 507-16**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD# 507-16 exp 5-31-19 TO BE ISSUED TO DEPUTIES WORKING ON STONEGARDEN DO NOT DUPLICATE ORDER		
10.00	EACH	CO ITEM# BN232 EXELIS NIGHT ENFORCER NEPVS 14 DUAL TUBE GOGGLE KIT GEN 3	8,900.00	89,000.00
		Account No	Encumbrance	
		7-1284-421-00-280-047-9-751	89,000.00	
			Freight	.00
			Total	89,000.00
		Agenda 60185 date 6-27-17		

Authorized By: _____

AI-60319 **Purchasing Department** **21. K. 1.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Texas Local Government Code Sec. 262.027(b): the drawing of lots, for HC's Request for Sealed Quotes-RFSQ 2017-147-06-06-FAZ for the "Purchase of Sand and Bedding Materials" specifically the following listed project item titled: Tunnel Rock [1-1/2" - 2-1/2"] as same price quoted by two (2) vendors: Terra Firma Materials and Upper Valley Materials for the purpose of completing tabulation for subsequent quote award and approval of contract on the next HCCC meeting of 07-05-17.

BACKGROUND

Upper Valley Materials & Terra Firma Materials Bid identical pricing on:
Tunnel Rock & Fill Sand.

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Today's action does not have a fiscal impact.

Attachments

Upper Valley Materials Bid Pages
Terra Firma Materials Bid Pages
Draft Contract
Texas Local Government Code 262.027

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/19/2017 01:53 PM
Budget & Management	Veronica Ortiz	06/19/2017 03:34 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Matilde Faz Started On: 06/15/2017 10:43 AM
Final Approval Date: 06/23/2017

EXHIBIT "B"
Quote Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
RFSQ No.: 2017-147-06-06-FAZ

Internal use only: Gravel 750-77

HIDALGO COUNTY Precinct No. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	N/B
2	1-1/2 "	$ 16.50
3	1-1/2"	N/B
TxDot 4	1"	16.50
Gr 2 5	3/4"	18.00
Gr 4 6	1/2"	16.50
7	3/8"	
8	3/8"	$ 16.00
Other	2 ½" – 3 ½ "	N/B
Tunnel Rock	1 1/2" – 2 1/2"	$ 14.75
Oversized Rock	3" - 6"	$ 14.25

HIDALGO COUNTY Precinct No. 2 (location of site for reference only) 4011 S. Veterans Blvd San Juan, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	N/B
2	1-1/2 "	$ 16.50
3	1-1/2"	N/B
TxDot 4	1"	$ 16.50
Gr 2 5	3/4"	18.00
Gr 4 6	1/2"	16.50
7	3/8"	
8	3/8"	$ 16.00
Other	2 ½" – 3 ½ "	N/B
Tunnel Rock	1 1/2" – 2 1/2"	$ 14.75
Oversized Rock	3" - 6"	$ 14.25

HIDALGO COUNTY Precinct No. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	N/B
2	1-1/2 "	$ 16.50
3	1-1/2"	N/B
TxDot 4	1"	$ 16.50
Gr 2 5	3/4"	$ 18.00
Gr 4 6	1/2"	$ 16.50
7	3/8"	
8	3/8"	$ 16.00
Other	2 ½" – 3 ½ "	N/B
Tunnel Rock	1 1/2" – 2 1/2"	$ 14.75
Oversized Rock	3" - 6"	$ 14.25

HIDALGO COUNTY Precinct No. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	N/B
2	1-1/2 "	$ 16.50
3	1-1/2"	N/B
TxDot 4	1"	$ 16.50
GR 2 5	3/4"	$ 18.00
GR 4 6	1/2"	16.50
7	3/8"	
8	3/8"	$ 16.00
Other	2 ½" – 3 ½ "	N/B
Tunnel Rock	1 1/2" – 2 1/2"	$ 14.75
Oversized Rock	3" - 6"	$ 14.25

Pit Location(s): 3 mile Line & Tom Gill Rd Pentias.

EXHIBIT "B"
Quote Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
RFSQ No.: 2017-147-06-06-FAZ

Internal use only :Sand & Fill Sand - 750-77

HIDALGO COUNTY Precinct No. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas	**HIDALGO COUNTY Precinct No. 2** (location of site for reference only) 4011 S. Veterans San Juan, Texas
Fine Aggregate (sand)	**Fine Aggregate (sand)**
Price per Ton $ N/B	Price per Ton $ N/B
Fill Sand Cleaned	**Fill Sand** Cleaned
Price per Ton: $ 8.00	Price per Ton: $ 8.00

HIDALGO COUNTY Precinct No. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas	**HIDALGO COUNTY Precinct No. 4** (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas
Fine Aggregate (sand)	**Fine Aggregate (sand)**
Price per Ton $ N/B	Price per Ton $ N/B
Fill Sand Cleaned	**Fill Sand** Cleaned.
Price per Ton: $ 8.00	Price per Ton: $ 8.00

Pit Location(s): _____

BIDDER/COMPANY NAME: Upper Valley Materials LLC
ADDRESS: 3609 W Palm Vista Drive
CITY/STATE/ZIP CODE: Palmview TX 78572
PHONE & FAX NO.'S: 956-432-0600 956-583-2086
CELL PHONE: 956-369-5250
AUTHORIZED SIGNATURE: Steve Boyd
PRINTED NAME: Steve Boyd
TITLE: Sales
EMAIL: sboyd@capatexas.com

EXHIBIT "B"
Quote Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
RFSQ No.: 2017-147-06-06-FAZ

Internal use only: Gravel 750-77

HIDALGO COUNTY Precinct No. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	$ 14.75
2	1-1/2 "	$ 14.75
3	1-1/2"	$ 14.75
4	1"	$ 14.75
5	3/4"	$ 14.75
6	1/2"	$ 14.75
7	3/8"	$ 14.75
8	3/8"	$ 14.75
Other	2 ½" – 3 ½ "	$ 14.75
Tunnel Rock	1 1/2" – 2 1/2"	$ 14.75
Oversized Rock	3" - 6"	$ 18.00

FOB Terra Firma

HIDALGO COUNTY Precinct No. 2 (location of site for reference only) 4011 S. Veterans Blvd San Juan, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	$ 14.75
2	1-1/2 "	$ 14.75
3	1-1/2"	$ 14.75
4	1"	$ 14.75
5	3/4"	$ 14.75
6	1/2"	$ 14.75
7	3/8"	$ 14.75
8	3/8"	$ 14.75
Other	2 ½" – 3 ½ "	$ 14.75
Tunnel Rock	1 1/2" – 2 1/2"	$ 14.75
Oversized Rock	3" - 6"	$ 18.00

FOB Terra Firma

HIDALGO COUNTY Precinct No. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	$ 14.75
2	1-1/2 "	$ 14.75
3	1-1/2"	$ 14.75
4	1"	$ 14.75
5	3/4"	$ 14.75
6	1/2"	$ 14.75
7	3/8"	$ 14.75
8	3/8"	$ 14.75
Other	2 ½" – 3 ½ "	$ 14.75
Tunnel Rock	1 1/2" – 2 1/2"	$ 14.75
Oversized Rock	3" - 6"	$ 18.00

FOB Terra Firma

HIDALGO COUNTY Precinct No. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	$ 14.75
2	1-1/2 "	$ 14.75
3	1-1/2"	$ 14.75
4	1"	$ 14.75
5	3/4"	$ 14.75
6	1/2"	$ 14.75
7	3/8"	$ 14.75
8	3/8"	$ 14.75
Other	2 ½" – 3 ½ "	$ 14.75
Tunnel Rock	1 1/2" – 2 1/2"	$ 14.75
Oversized Rock	3" - 6"	$ 18.00

FOB Terra Firma

Pit Location(s): 43530 W EXPRESSWAY 83 HAVANNA, TX 78560
TERRA FIRMA MATERIALS

EXHIBIT "B"
Quote Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
RFSQ No.: 2017-147-06-06-FAZ

Internal use only :Sand & Fill Sand - 750-77

HIDALGO COUNTY Precinct No. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas	HIDALGO COUNTY Precinct No. 2 (location of site for reference only) 4011 S. Veterans San Juan, Texas
Fine Aggregate (sand)	Fine Aggregate (sand)
Price per Ton $ $13.50	Price per Ton $ $13.50
Fill Sand	Fill Sand
Price per Ton: $ $8.00 FOB Terra Firma	Price per Ton: $ $8.00 FOB Terra Firma

HIDALGO COUNTY Precinct No. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas	HIDALGO COUNTY Precinct No. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas
Fine Aggregate (sand)	Fine Aggregate (sand)
Price per Ton $ $13.50	Price per Ton $ $13.50
Fill Sand	Fill Sand
Price per Ton: $ $8.00 FOB Terra Firma	Price per Ton: $ $8.00 FOB Terra Firma

Pit Location(s): ~~4350~~ 43530 W Expressway 83 Havanna, TX 78560
Terra Firma Materials

BIDDER/COMPANY NAME: TERRA FIRMA MATERIALS LLC

ADDRESS: 9312 E CURVE RD

CITY/STATE/ZIP CODE: EDINBURG TX 78542

PHONE & FAX NO.'S: 956- 380.2897 / 956-380.4085

CELL PHONE: 956- 330.6220

AUTHORIZED SIGNATURE:

PRINTED NAME: OSCAR CUELLAR

TITLE: MANAGING MEMBER

EMAIL: OCUELLAR@IOCCOMPANY.COM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

REQUIREMENTS AGREEMENT
C-17-147-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the _____ day of _____**, 2017** by and between _____ ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements for the **"Purchase of Sand and Bedding Materials"** (the "Product") **(on an as needed basis)** as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year**;

WHEREAS, Seller has submitted a bid to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer F.O.B. Seller's location_____, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year**, with the Buyer's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Agreement shall commence on_____**, 2017** and expire on _____**, 2018** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attn: County Judge
100 East Cano, 2nd Floor (Admin. Bldg.)
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (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 provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

p. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

DRAFT

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: _____, 2017.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name: _____
Title:_____

DRAFT

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

DRAFT

EXHIBIT "B"

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

DRAFT

onecle

HOME BUSINESS CONTRACTS LAWS INCORPORATION

Google Custom Search Search

Texas Local Government Code § 262.027 Awarding Of Contract

BigSquare -Get Your Demo Today - Start Your 30 Day Trial
BigSquare -True self-service BI that empowers attorneys to manage their business info.bigsquare.com

Sec. 262.027. AWARDING OF CONTRACT. (a) The officer in charge of opening the bids shall present them to the commissioners court in session. Except as provided by Subsection (e), the court shall:

(1) award the contract to the responsible bidder who submits the lowest and best bid; or

(2) reject all bids and publish a new notice.

(b) If two responsible bidders submit the lowest and best bid, the commissioners court shall decide between the two by drawing lots in a manner prescribed by the county judge.

(c) A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given:

(1) notice of the proposed award; and

(2) an opportunity to appear before the commissioners court and present previously unconsidered evidence concerning the lower bid as best, which may include evidence of the bidder's responsibility.

(d) In determining the lowest and best bid for a contract for the purchase of earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may consider the information submitted under Section 262.0255.

(e) In determining the lowest and best bid for a contract for the purchase of road construction material, the commissioners court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The commissioners court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

(f) Notwithstanding any other requirement of this section, the commissioners court may condition acceptance of a bid on compliance with a requirement for attendance at a mandatory pre-bid conference under Section 262.0256.

(g) If after the award the successful bidder fails to qualify for required bonds, or is otherwise unable to meet the requirements of the award, the commissioners court may award the contract to the next bidder in order of ranking as lowest and best bid.

(h) Before a contract is awarded, a bidder must give written notice to the officer authorized to open bids that the bidder intends to protest an award of the contract under Subsection (c). This subsection does not limit the ability of a bidder to speak at a public meeting of the commissioners court under rules established by the court.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 416, Sec. 2, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 127, Sec. 1, eff. May 11, 1993; Acts 2001, 77th Leg., ch. 255, Sec. 2, eff. May 22, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 285 (H.B. 1694), Sec. 10, eff. September 1, 2011.

Section: Previous 262.024 262.0241 262.0245 262.025 262.0255 262.0256 262.026 262.027 262.0271 262.0275 262.0276 262.028 262.029 262.0295 262.030 Next

AI-60290 **Purchasing Department** **21. K. 2.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation to reject the sole partial bid received [5 out of 70 items listed] for project titled -"Welding Supplies and Other Miscellaneous Items" through project no. RFB:2017-065-06-07-TDL with notification that the historical yearly purchases for said supplies do not come close to $50K bid limit.

BACKGROUND

Welding supplies [all applicable NIGP codes for welding supply products] will be purchased through cooperative purchasing programs and/or open market quotes when/if applicable.

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact at this time.

Attachments

Tabulation Sheet
Sole Bid
Participation Sheet
Welding Supplies Exp. Report

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/14/2017 10:12 AM
Budget & Management	Veronica Ortiz	06/14/2017 10:25 AM
Ivan Cantu	Ivan Cantu	06/15/2017 08:39 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM

Form Started By: Tanya Delira Started On: 06/13/2017 08:59 AM
Final Approval Date: 06/23/2017

HIDALGO COUNTY
TABULATION
"WELDING SUPPLIES & OTHER MISC. ITEMS
RFB NO.: 2017-065-06-07-TDL

BID PAGE – Equivalent to or better

Bidder must provide bid pricing on Hidalgo County Exhibit"B". Pricing not conforming to Hidalgo County Specifications maybe cause for disqualificaiton.

NIGP CODE: 981-85 & 895-55, 70, 72, 74, 90, 92, 96 -

1. Metal welding **Rods** (different gauges)	SIZE	CASE/UNITS	NCH Corporation, Partsmaster Bid Price
	7018 1/8	10 LBS	$15.60
		50 LBS	$78.00
	7018 5/32	10 LBS	$15.60
		50 LBS	$78.00
	6011 1/8	10 LBS	$18.40
		50 LBS	$92.00
	6011 5/32	10 LBS	$18.40
		50 LBS	$92.00
	6011 3/32	10 LBS	$18.80
		50 LBS	$94.00
	6010 1/8	10 LBS	$19.40
		50 LBS	$97.00
	6010 5/32	10 LBS	$19.40
		50 LBS	$97.00
	6013 1/8	10 LBS	$42.20
		50 LBS	$4.22
	6013 5/32	10 LBS	$41.30
		50 LBS	$206.50

1a Stainless steal welding **Rods** (different gauges)	SIZE 1-2-3-4	NCH Corporation, Partsmaster			
		3/32	1/8	5/32	3/16
A) 308 L -16 size: 3/32, 1/8, 5/32, 3/16	A	**$24.59**	**$24.59**		
B) 308 L -17 size: 3/32, 1/8, 5/32, 3/16	B	**$24.59**	**$24.59**	**$24.59**	
C) 308 / 308 L -17 size: 3/32, 1/8, 5/32, 3/16	C	**$24.59**	**$24.59**	**$24.59**	
D) 308 / 308 H-16 size: 3/32, 1/8, 5/32, 3/16	D	**$24.59**	**$24.59**	**$24.59**	
E) 309 / 309 L -16 size: 3/32, 1/8, 5/32, 3/16	E	**$24.59**	**$24.59**	**$24.59**	
F) 309 / 309 L -17 size: 3/32, 1/8, 5/32, 3/16	F	**$24.59**	**$24.59**	**$24.59**	
G) 316 / 316 L -16 size: 3/32, 1/8, 5/32, 3/16	G	**$24.59**	**$24.59**	**$24.59**	
H) 316 / 316 L -17 size: 3/32, 1/8, 5/32, 3/16	H	**$24.59**	**$24.59**	**$24.59**	

1b Aluminum Welding Rods (1 ½ - 5 lbs)			NCH Corporation, Partsmaster
		1/8 345 al	
	E4043	3/32	$39.27
		1/8	$39.27

2. Rod keeper (storage system) - Electrode oven 120v	10 LBS	
	50 LBS	

3. Aluminum welding Rods (different gauges) 5 lbs	#35 - 1/8	

4. Cable (by feet) AWG Cooper	SIZE	NCH Corporation, Partsmaster
	1	
	2	
	4	
	1/0	
	2/0	
	3/0	
	4/0	

5. Torch RD-45 or compatible to	1/8 Steel	1 LB	
	3/32	1 LB	
6. Alloy 144 Brass Electrode 10 minimum	1/8	10 LB	
	5/32	10 LB	
7. Torch Brass	1/8	1 LB	
	5/32	1 LB	

8. Oxygen (for welding gas)	Size -Series	NCH Corporation, Partsmaster
	20	
	40	
	80	
	100	

HIDALGO COUNTY
TABULATION
"WELDING SUPPLIES & OTHER MISC. ITEMS
RFB NO.: 2017-065-06-07-TDL

	125	
	150	
	200	
	280	
	300	
		NCH Corporation, Partsmaster

9. Acetylene (for welding gas – All size) Cost per C.F.				
	# 3 - 70 CF	# 5 – 300 CF	# 3 -70 CF	
	# 4 - 100 CF	MC - 8 CF	MC-8 CF	
	# 4.5 -200 CF	B- 35 CF	B-35 CF	
			#5- #4 - #4.5	

10. Nitrogen (for welding gas)	Size-Series	**NCH Corporation, Partsmaster**
	19	
	20	
	40	
	80	
	125	
	200	

11. Argon- CO2 75-25% -Mig welder -mild steel Argon - Pure (Aluminum) & Tri-gas – (SS)	Size	**NCH Corporation, Partsmaster**		
		Argon - CO2	Argon - Pure	Tri-gas
	20			
	40			
	80			
	100			
	125			
	200			
	300			

12. Welding Goggles standard (square frame, flip lens preferred)	**NCH Corporation, Partsmaster**

13. Leather Welding Gloves (standard) all sizes S,M,L -4x	Size	**Mig**	**Tig**
	S		
	M		
	L		
	XL		
	4X		

14. Nomex Welding Gloves (standard sizes s, m, l -4x)	small	
	medium	
	large	
	1x-4x	

15. Welding Helmets (2" with flip lens preferred)	
16. Jackson HSL1 Apprentice Quick Chance Hood	

17. Leather Jackets for Welders (complete)	Small	
	Medium	
	Large	

HIDALGO COUNTY
TABULATION
"WELDING SUPPLIES & OTHER MISC. ITEMS
RFB NO.: 2017-065-06-07-TDL

		NCH Corporation, Partsmaster
18. Doo- Rag Flame Retardant Cap and/or Beanies		
19. Welding Blanket Coated Fiberglass and Acrylic Coated	Size	**NCH Corporation, Partsmaster**
	6x4	
	6x6	
	6x8	
	6x10	
	8x8	
	8x10	
	10x10	
20. Bib Apron Leather	36"	
	48"	

21. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	**NCH Corporation, Partsmaster**		
		#10	#11	#13
22. Torch Lighters (3 way)				

23. Torch Tips	Medium Torch 100 Series	**Tip Type 0-3-101**	**Size**	**NCH Corporation, Partsmaster**
		Cutting Tip Org. Victor	0-3-101 Victor	
		Welding Tip Victor or **equivalent to**	#0-W-1	
			#1-W-1	
			#2-W-1	
			#3-W-1	
		Heating Tip	Rosebud Victor 8 or equivalent	
	Medium Duty	Victor Cutskill or equivalent to	**NCH Corporation, Partsmaster**	
			00 / **0** / **1** / **2** / **3** / **4**	
			All - $ 6.00	
	Heating tip	Rosebud Victor 8 or equivalent	**52.00**	
	Large Torch 300 Series	**Tip Type 0-1-101**	**Size**	**NCH Corporation, Partsmaster**
		Cutting Tip Org. Victor	0-1-101 Victor	
		Welding Tip Victor 2 or **equivalent**	#0-W	
			#1-W	
			#2-W	
			#3-W	
	Heating Tip	Rosebud Victor 8 or equivalent to		

24. Torch Gauges-Replacement Gauges for regulators: (**preferred** – Victor & Victor CR150CR) *Gauges for high pressure the low pressure side of gauge	Victor	1 ½" gauge	
		2" gauge	
		2 ½" gauge	
	Victor CR150CR (perferred) or equivalent	1 ½" gauge	
		2" gauge	
		2 ½" gauge	
	Victor Cutskill 250	2" gauge – 1 ¾ diaphram	

25. Torch Hoses - " R" and " T "		**NCH Corporation, Partsmaster**	
	Size	**"R"**	**"T"**
	25 ft x ¼		
	50 ft x ¼		
	100 ft x ¼		
26. Torches- Complete Kit is preferred with handle and cutting attachments	Medium 100 Series		
	Large 300 Series		
	Gas	**NCH Corporation, Partsmaster**	

HIDALGO COUNTY
TABULATION
"WELDING SUPPLIES & OTHER MISC. ITEMS
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27. Rental of Cylinder **(as needed)** All Sizes **(Price to include all additonal fees)**	Oxygen Acetylene CO-2/Argon- 25%/75% Tri-Gas- Argon/CO2/Helium Argon		**$____ per cylinder** **Per Day**
28. Tip cleaner- Standard			
29. Flat Soap Stone-Standard Square			
30. Soap Stone Holder			
31. Safety Glasses – High Impact Protector Z94.3		Dark Clear	
32. Welding cable liners - for Millermatic 135 OEM Miller or equivalent to- Profax194011 & for Lincoln 140 c / miller welder size		**Sizes** .020 .025 .030 .035	**NCH Corporation, Partsmaster**
33. Welder Tips - for Millermatic 135 Contact tip & for Lincoln 140 c / miller welding size		**Sizes** .020 .025 .030 .035	**NCH Corporation, Partsmaster**
34. Welding Wire- Spools - (Flux Core Coated) no shield gas A Flux Core Coated B Shield Gas solid wire ER 70S -6 C Stainless steel ER 308 / 308L	**Sizes** .030/ .035	LBS A 1-lb A 10lb B 1-lb B 10lb C 1-lb C 10lb	**NCH Corporation, Partsmaster** **$3.52** **$35.20** **$2.18** **$21.80** **$31.32** **$313.20**
Aluminum Mig Wire	.030 / .035 1-lb	ER 4043 ER 4047	**$21.65** **$21.65**
35. Grinding Disc- Screw On – 4.1/2 x ¼ x 5/8-11			**3.20**
36. Sanding Disc- Screw On – or e**quivalent** to (Med. Coarse grid- Zircowia flap disc) Hub style		Hub Style 4 ½ x 5/8" x 11 Z-40 Z-60 Z-80 Z-100	**NCH Corporation, Partsmaster** $7.05 $7.05 $7.05
		Hub - Less 4 ½ x 7/8" Z-40 Z-60 Z-80 Z-100	**NCH Corporation, Partsmaster**
37. Chop Saw Blades – 14 x 3/32 x 1			
38. Strikers 1 & 3 flint striker		single triple	
39. Flints 1 & 3 flint replacement sets		single triple	
40. Spring Handle Cross Chisel & Pick Hammer			
41. Headgear w/ clear visor - (CEPMPH-CL)- & dark shade 5 – Ratchet 3" & 7"		3" & 7" 3" & 7"	
42. Maximum- Hazardous Material Fee			
43. Plastic Rod Canister (Rod Guards)		14" (water tight-standard) 18" (water tight-tig brazing rods)	

HIDALGO COUNTY
TABULATION
"WELDING SUPPLIES & OTHER MISC. ITEMS
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44. Flash back Arrestors	Regulator side	
	Torch side	
45. Electrodes Holder	80-120 amps	
	40-225 amps	
	50-300 amps	
	350 amps	
46. Ground Clamp - spring load	Steel 8" 200/300 amp	
	Brass 8" 200/300 amp	

47. Cable connectors- male & female **Quick-lock or Inter-lock**

	NCH Corporation, Partsmaster	
	M	**F**
5/8		
1/2		
1/0		
2/0		
3/0		
1		
2		
4		
122 strip gauge		

48. Cooper or Aluminum Ground Lugs

	NCH Corporation, Partsmaster
5/8	
7/8	
1	
2	
4	
1/0	
2/0	
3/0	
4/0	

49. Female Terminals Spade – Eyelet – Fork 14,12,10,8,6,4,2

	NCH Corporation, Partsmaster		
Size	Spade	Eyelet	Fork
14			
12			
10			
8			
6			
4			
2			

50.Leather Sleeves protectors Slip –On with Elastic

NCH Corporation, Partsmaster					
S	M	L	XL	XXL	XXXL-5XL
N/B	**N/B**	**N/B**	**N/B**	**N/B**	**N/B**

51. Quick Connect sets Torch side- with and without Flashbacks	With flashback	N/B
	Without flashback	N/B

52. Tungsten tip for Tig (per box)	Pure Tungsten	Size	NCH Corporation, Partsmaster **10 per box**
		1/16	
		3/32	
		1/8	
	2% Thoriated	1/16	
		3/32	
		1/8	

HIDALGO COUNTY
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"WELDING SUPPLIES & OTHER MISC. ITEMS
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	Size		NCH Corporation, Partsmaster
53. Flux Cored welding wire-used with Shielding gas	.030	1 lb	
		10 lb	
	.035	1 lb	
		10 lb	
54. Flux Cored welding wire- self shielded wire	.030	1 lb	
	.035	10 lb	
55. Flux coated (ET-IT-GS) mild steel	.030	1 lb	
	.035	10 lb	
56. Carbon Steel-(70S-6) mild steel	.030	1 lb	
	.035	10 lb	
57.Stainless Steel (ER 308LSI)	.030	1 lb	
		10 lb	
	.035	1 lb	
		10 lb	

	size	
58. Grinding Disc with hub	7 1/4x5/8-11 large	
59. Wire cup brush	2 ¾ x 5/8-11	
60. Standard Twist wire wheel	4" x 5/8-11	
61. Stringer Bead knot wheel	6"x 5/8-11	

62. Shaft Knot wheel brush 3" x ¼"	Carbon	Crimped	NCH Corporation, Partsmaster
		.014	
		.020	
	Stainless Steel	.014	
		.020	
	Carbon	Knotted	NCH Corporation, Partsmaster
		.014	
		.020	
	Stainless Steel	.014	
		.020	

63. Flow gauge- for CO2 Argon - Mig & Tig welding		
64. Brazing Alloy Safety Silv - 15 %	050 x 1/8 – ¼ flux 20 lbs	
65. Mig Welding Machine 120 volt-180 volt, 208 volt, 240 volts (Miller or Lincoln model equal to or better)	single face	
	triple face	
66. Replacement - Mig Gun (milliermatic 135) 10 ft lg - Lincoln welding gun 10 ft lg (equivalent to or better)	10 ft' long	
67. Auto Dark welding helmet multi shade (mask lens for Mig & Tig welding) 10-12	Large	

68. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel	Cylinder Size	NCH Corporation, Partsmaster
	291	
69. Hand Held wire brush – mild & stainless steel	Mild	
	Stainless Steel	

70. Refill of Co. owned cylinders- all series –Argon -CO2- Nitrogen-Acetylene-Oxygen - Tri-Gas
(Prices to include any additional fees- i.e. Delivery, refilling or swapping etc.)

Matheson

	Size	Cost	Size	Cost	Size	Cost	Size	Cost	Size	Cost	Size	Cost	Size	Cost	Size	Cost
A Argon –	20		40		80		100		125		200		219		300	
B Nitrogen	19		20		40		80		125		200		219		300	
C Acetylene	#3		#4		#4.5		#5		MC 8		B 35					
D Oxygen	20		40		80		100		125		150		280		300	
E Tri-Gas	20		40		80		100		125		200		219		300	
F CO2	50															
G Argon/CO2	20		40		80		100		125		200		219		300	

71. Hydro- Static Testing	Matheson –**refill only–no swap**	**$ per cylinder**

Red –Vendor comments and/or added items

Revised-Exhibit "B"
HIDALGO COUNTY
(all funding sources, programs & entities)
"WELDING SUPPLIES & OTHER MISC. ITEMS
RFB NO.: 2017-065-06-07-TDL

BID PAGE – Equivalent to or better

Bidder must provide bid pricing on Hidalgo County Exhibit"B". Pricing not conforming to Hidalgo County Specifications maybe cause for disqualificaiton.

NIGP CODE: 981-85 & 895-55, 70, 72, 74, 90, 92, 96 -

OPENED
9:55 6-14
Witnessed

	SIZE	CASE/UNITS	BID PRICE
1. Metal welding Rods (different gauges)	7018 1/8	10 LBS	15.60
		50 LBS	78.00
	7018 5/32	10 LBS	15.60
		50 LBS	78.00
	6011 1/8	10 LBS	18.40
		50 LBS	92.00
	6011 5/32	10 LBS	18.40
		50 LBS	92.00
	6011 3/32	10 LBS	18.80
		50 LBS	94.00
	6010 1/8	10 LBS	19.40
		50 LBS	97.00
	6010 5/32	10 LBS	19.40
		50 LBS	97.00
	6013 1/8	10 LBS	42.20
		50 LBS	4.22
	6013 5/32	10 LBS	41.30
		50 LBS	206.50

1a Stainless steal welding Rods (different gauges)

A) 308 L -16 size: 3/32, 1/8, 5/32, 3/16
B) 308 L -17 size: 3/32, 1/8, 5/32, 3/16
C) 308 / 308 L -17 size: 3/32, 1/8, 5/32, 3/16
D) 308 / 308 H-16 size: 3/32, 1/8, 5/32, 3/16
E) 309 / 309 L -16 size: 3/32, 1/8, 5/32, 3/16
F) 309 / 309 L -17 size: 3/32, 1/8, 5/32, 3/16
G) 316 / 316 L -16 size: 3/32, 1/8, 5/32, 3/16
H) 316 / 316 L -17 size: 3/32, 1/8, 5/32, 3/16

*SOLD PER POUND

SIZE 1-2-3-4	3/32	1/8	5/32	3/16
A	24.59	24.59		
B	24.59	24.59	24.59	
C	24.59	24.59	24.59	
D	24.59	24.59	24.59	
E	24.59	24.59	24.59	
F	24.59	24.59	24.59	
G	24.59	24.59	24.59	
H	24.59	24.59	24.59	

1b Aluminum Welding Rods (1 ½ - 5 lbs) *SOLD PER POUND		1/8 345 al	
	E4043	3/32	39.27
		1/8	39.27
2. Rod keeper (storage system) - Electrode oven 120v		10 LBS	
		50 LBS	
3. Aluminum welding Rods (different gauges) 5 lbs		#35 - 1/8	

4. Cable (by feet) AWG Cooper	SIZE	BID PRICE
	1	
	2	
	4	
	1/0	
	2/0	
	3/0	
	4/0	

5. Torch RD-45 or compatible to	1/8 Steel	1 LB	
	3/32	1 LB	
6. Alloy 144 Brass Electrode 10 minimum	1/8	10 LB	
	5/32	10 LB	
7. Torch Brass	1/8	1 LB	
	5/32	1 LB	

8. Oxygen (for welding gas)	SIZE		BID PRICE	
	20 Series	150 Series		
	40 Series	200 Series		
	80 Series	280 Series		
	100 Series	300 Series		
	125 Series			

Revised-Exhibit "B"
HIDALGO COUNTY
(all funding sources, programs & entities)
"WELDING SUPPLIES & OTHER MISC. ITEMS
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9. Acetylene (for welding gas – All size) Cost per C.F.	# 3 - 70 CF	# 5 – 300 CF	All sizes $ _____ Per C.F.
	# 4 - 100 CF	MC - 8 CF	
	# 4.5 -200 CF	B- 35 CF	
9/15 NEXT TIME – STATE A MINIMUM OF 100 CF			

10. Nitrogen (for welding gas)	SIZE	BID PRICE
	19 Series	
	20 Series	
	40 Series	
	80 Series	
	125 Series	
	200 Series	

11. Argon- CO2 75-25% -Mig welder -mild steel Argon - Pure (Aluminum) & Tri-gas – (S S)	SIZE		BID PRICE							
			Argon - CO2		Argon - Pure			Tri-gas		
	20	125								
	40	200								
	80	300								
	100									

12. Welding Goggles standard (square frame, flip lens preferred)							
13. Leather Welding Gloves (standard) All sizes s, m, l - 4x	Mig Leather gloves	S	M	L	XL	4X	
	Tig Leather gloves						
14. Nomex Welding Gloves (standard sizes s, m, l -4x)	small						
	medium						
	large						
	1x-4x						
15. Welding Helmets (2" with flip lens preferred)	126.52						
16. Jackson HSL1 Apprentice Quick Chance Hood							
17. Leather Jackets for Welders (complete)	Small						
	Medium						
	Large						

	BID PRICE
18. Doo- Rag Flame Retardant Cap and/or Beanies	

19. Welding Blanket Coated Fiberglass and Acrylic Coated	Size	BID PRICE
	6x4	
	6x6	
	6x8	
	6x10	
	8x8	
	8x10	
	10x10	
20. Bib Apron Leather	36"	
	48"	

21. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	#10	#11	#13

22. Torch Lighters (3 way)	

23. Torch Tips	Medium Torch 100 Series	Tip Type 0-3-101	Size	BID PRICE
		Cutting Tip Org. Victor	0-3-101 Victor	
		Welding Tip Victor or equivalent to	#0-W-1	
			#1-W-1	
			#2-W-1	
			#3-W-1	

Revised-Exhibit "B"
HIDALGO COUNTY
(all funding sources, programs & entities)
"WELDING SUPPLIES & OTHER MISC. ITEMS
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		Heating Tip							
	Medium Duty	Victor Cutskill	00	0	1	2	3	4
		or equivalent to						
		Rosebud Victor 8 or equivalent						

		Tip Type 0-1-101	Size	BID PRICE
	Large Torch 300 Series	Cutting Tip Org. Victor	0-1-101 Victor	
		Welding Tip Victor 2 or equivalent	#0-W	
			#1-W	
			#2-W	
			#3-W	
		Heating Tip	Rosebud Victor 8 or equivalent to	

24. Torch Gauges-Replacement Gauges for regulators: (preferred - Victor & Victor CR150CR) *Gauges for high pressure the low pressure side of gauge	Victor	1 ½" gauge	
		2" gauge	
		2 ½" gauge	
	Victor CR150CR (perferred) or equivalent	1 ½" gauge	
		2" gauge	
		2 ½" gauge	
	Victor Cutskill 250	2" gauge – 1 ¾ diaphram	

25. Torch Hoses - "R" and "T"	Size	BID PRICE "R"	BID PRICE "T"
	25 ft x ¼		
	50 ft x ¼		
	100 ft x ¼		

26. Torches- Complete Kit is preferred with handle and cutting attachments	Medium 100 Series	
	Large 300 Series	

27. Rental of Cylinder (as needed) (Price to include all additonal fees)	Gas- Examples	Size	BID PRICE
	Oxygen	(All Sizes)	$_____ per cylinder
	Acetylene		
	CO-2/Argon- 25%/75%		
	Tri-Gas- Argon/CO2/Helium		
	Argon –Nitrogen etc.		

28. Tip cleaner- Standard	
29. Flat Soap Stone-Standard Square	
30. Soap Stone Holder	

31. Safety Glasses – High Impact Protector Z94.3	Dark	
	Clear	

32. Welding cable liners - for Millermatic 135 OEM Miller or equivalent to- Profax194011 & for Lincoln 140 c / miller welder size	Sizes	BID PRICE
	.020	
	.025	
	.030	
	.035	

33. Welder Tips - for Millermatic 135 Contact tip & for Lincoln 140 c / miller welding size	Sizes	BID PRICE
	.020	
	.025	
	.030	
	.035	

	Sizes	LBS	BID PRICE

Revised-Exhibit "B"
HIDALGO COUNTY
(all funding sources, programs & entities)
"WELDING SUPPLIES & OTHER MISC. ITEMS
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34. Welding Wire- Spools - (Flux Core Coated) no shield gas A Flux Core Coated B Shield Gas solid wire ER 70S -6 C Stainless steel ER 308 / 308L	.030/ .035	A 1-lb	3.52	
		A 10lb	35.20	
		B 1-lb	2.18	
		B 10lb	21.80	
		C 1-lb	31.32	
		C 10lb	313.20	
Aluminum Mig Wire	.030/ .035 1-lb	ER 4043	21.65	
		ER 4047	21.65	
35. Grinding Disc- Screw On – 4.1/2 x ¼ x 5/8-11			3.05	
36. Sanding Disc- Screw On – or equivalent to (Med. Coarse grid- Zircowia flap disc) Hub style		Hub Style 4 ½ x 5/8" x 11	BID PRICE	
		Z-40	7.05	
		Z-60	7.05	
		Z-80	7.05	
		Z-100		
		Hub - Less 4 ½ x 7/8"		
		Z-40	4.76	
		Z-60	4.76	
		Z-80	4.76	
		Z-100		
37. Chop Saw Blades – 14 x 3/32 x 1			22.39	
38. Strikers 1 & 3 flint striker		single		
		triple		
39. Flints 1 & 3 flint replacement sets		single		
		triple		
40. Spring Handle Cross Chisel & Pick Hammer				
41. Headgear w/ clear visor - (CEPMPH-CL)- & dark shade 5 – Ratchet 3" & 7"		3"		
		7"		
42. Maximum- Hazardous Material Fee				
43. Plastic Rod Canister (Rod Guards)		14" (water tight-standard)		
		18" (water tight-tig brazing rods)		
44. Flash back Arrestors		Regulator side		
		Torch side		
45. Electrodes Holder		80-120 amps		
		40-225 amps		
		50-300 amps		
		350 amps		
46. Ground Clamp - spring load		Steel 8" 200/300 amp		
		Brass 8" 200/300 amp		
47. Cable connectors- male & female Quick-lock or Inter-lock		5/8		
		1/2		
		1/0		
		2/0		
		3/0		
		1		
		2		
		4		
		122 strip gauge		
48. Cooper or Aluminum Ground Lugs		5/8		

Revised-Exhibit "B"
HIDALGO COUNTY
(all funding sources, programs & entities)
"WELDING SUPPLIES & OTHER MISC. ITEMS
RFB NO.: 2017-065-06-07-TDL

	7/8	
	1	
	2	
	4	
	1/0	
	2/0	
	3/0	
	4/0	

49. Female Terminals Spade – Eyelet – Fork 14,12,10,8,6,4,2

SIZE	Spade	Eyelet	Fork
14			
12			
10			
8			
6			
4			
2			

50. Leather Sleeves protectors Slip –On with Elastic

S	M	L	XL	XXL	XXXL - 5XL

51. Quick Connect sets Torch side- with and without Flashbacks		
	With flashback	
	Without flashback	

52. Tungsten tip for Tig (per box)		Size	BID PRICE
	Pure Tungsten	1/16	
		3/32	
		1/8	
	2% Thoriated	1/16	
		3/32	
		1/8	

53. Flux Cored welding wire-used with Shielding gas	Size	lbs	BID PRICE
	.030	1 lb	
		10 lb	
	.035	1 lb	
		10 lb	
54. Flux Cored welding wire- self shielded wire	.030	1 lb	
	.035	10 lb	
55. Flux coated (ET-IT-GS) mild steel	.030	1 lb	
	.035	10 lb	
56. Carbon Steel-(70S-6) mild steel	.030	1 lb	
	.035	10 lb	
57. Stainless Steel (ER 308LSI)	.030	1 lb	
		10 lb	
	.035	1 lb	
		10 lb	

	size	
58. Grinding Disc with hub	7 1/4x5/8-11 large	
59. Wire cup brush	2 ¾ x 5/8-11	
60. Standard Twist wire wheel	4" x 5/8-11	
61. Stringer Bead knot wheel	6"x 5/8-11	

62. Shaft Knot wheel brush 3" x ¼"		Grimped	
	Carbon	.014	
		.020	
	Stainless Steel	.014	
		.020	
		Knotted	
	Carbon	.014	
		.020	
	Stainless	.014	

Revised-Exhibit "B"
HIDALGO COUNTY
(all funding sources, programs & entities)
"WELDING SUPPLIES & OTHER MISC. ITEMS
RFB NO.: 2017-065-06-07-TDL

	Steel	.020	
63. Flow gauge- for CO2 Argon - Mig & Tig welding			
64. Brazing Alloy Safety Silv - 15 %		050 x 1/8 – ¼ flux 20 lbs	
65. Mig Welding Machine 120 volt-180 volt, 208 volt, 240 volts (Miller or Lincoln model equal to or better)		single face	
		triple face	
66. Replacement - Mig Gun (milliermatic 135) 10 ft lg - Lincoln welding gun 10 ft lg (equivalent to or better)		10 ft' long	
67. Auto Dark welding helmet multi shade (mask lens for Mig & Tig welding) 10-12		Large	
68. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel		Cylinder Size: 291	BID PRICE
69. Hand Held wire brush – mild & stainless steel		Mild	
		Stainless Steel	

70. Refill of Co. owned cylinders- all series –

Argon -CO2- Nitrogen-Acetylene-Oxygen - Tri-Gas

(Prices to include any additional fees- i.e. Delivery, refilling or swapping etc.)

	SIZE							
A Argon –	20	40	80	100	125	200	219	300
B Nitrogen	19	20	40	80	125	200		
C Acetylene	#3	#4	#4.5	#5	MC 8	B 35		
D Oxygen	20	40	80	100	125	150	280	300
E Tri-Gas	20	40	80	100	125	200	219	300
F CO2	50							
G Argon/CO2	20	40	80	100	125	200	219	300

	BID PRICE							
A Argon –								
B Nitrogen								
C Acetylene								
D Oxygen								
E Tri-Gas								
F CO2								
G Argon/CO2								

71. Hydro- Static Testing		$ per cylinder

Usage of the different Gases by Hidalgo County:

Tri-Gas – used for stainless steel Mig Welding.
CO-2 Argon & CO – used for mild steel Mig welding.
Argon – used for Tig welding Mig Aluminum.
Nitrogen Gas - used by AC to purge and check for leaks in units.

Revised-Exhibit "B"
HIDALGO COUNTY
(all funding sources, programs & entities)
"WELDING SUPPLIES & OTHER MISC. ITEMS
RFB NO.: 2017-065-06-07-TDL

BIDDER/COMPANY NAME: NCH Corporation, Partsmaster

ADDRESS: PO Box 655326

CITY/STATE/ZIP CODE: Dallas, TX 75265-5326

PHONE & FAX NO.'S: 800-336-0450 / 972-721-6870

CELL PHONE: 956-578-2124

AUTHORIZED SIGNATURE: Matt Oldroyd

PRINTED NAME: Matt Oldroyd

TITLE: CEO - Partsmaster

EMAIL: csdparts@nch.com

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: June 07, 2017 **BID OPENING TIME: 9:30 A.M**

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY- "WELDING SUPPLIES AND OTHER MISC. ITEMS"
BID NO: 2017-065-06-07-TDL

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Weldinghouse, Inc. Attn: Roel Davila	Email	Tanya De Lira	05/22/17	2901 N. Sugar Rd. Pharr, TX. 78577 P# 682-6844 F# 631-8749 rdavila@weldinghouse.com
2. Airgas Attn: Jeremy	Email	Tanya De Lira	05/22/17	201 N. 23rd St. McAllen, TX. 78501 P# 956-686-7622 F# 956-682-6936 sws.mcallen@airgas.com
3. AOC Welding Supply Attn: Marco A. Alvarez	Email	Tanya De Lira	05/22/17	1021 W. Ferguson Pharr, TX. 78577 P# 956-787-3003 F# 956-787-0043 cell 956-227-8261 marco@aoctx.com
4. United Welding Supply Attn: Frank	Email	Tanya De Lira	05/22/17	3206 Richasrson Rd. Ste E. Edinburg, TX. 78541 P# 956-316-1198 F# 316-1158 fjmel@msn.com
5. Scott-Gross Company, Inc. Attn: Ted Osborn, Jr. Branch Mgr.	Email	Tanya De Lira	05/22/17	704 Holmes Street Frankfort, KY 40601 P#502-227-8257 F#502-227-8258 frankfort@scottgross.com
6. Discount Iron Works	Email	Tanya De Lira	05/22/17	144 Souix Rd. Alamo, TX. 78516 P# 956-787-7033 or 227-1211 agonzalezdiw@sbcglobal.net mgonzalezdiw@sbcglobal.net
7. MATHESON TRI-GAS Attn: Reynaldo Rivera	Email	Tanya De Lira	05/22/17	1801 W. Highway 77 San Benito, TX. 78586 P# 956-399-2706 F#956-399-6045 C#956-867-1331 rrivera@mathesongas.com jzepeda@mathesongas.com
8. Alamo Distribution LLC DBA Alamo Iron Works Attn: Rick Pena Dennis	Email	Tanya De Lira	05/22/17	5312 N. Cage Pharr, TX. 78577 956-227-5312 rpena@aiwnet.com wdennis@aiwnet.com
~~9. Ace Bolt & Screw~~ ~~DAVID ANCIRA~~ remove	~~Email~~	Tanya De Lira	05/22/17	~~Office: 956-722-0049~~ ~~Fax: 956-722-2704~~ ~~Cell: 956-578-1801~~ ~~520 Market Street~~ ~~Laredo, TX 78040~~ ~~david.ancira@acebolt.com~~
10. Prime Vendor Inc. Jessica Munoz	Email	Tanya De Lira	05/22/17	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 bids20@prime-vendor.com
11. NAPA Auto Parts Rio Grande Valley Dist. Manuel Gonzalez	Email	Tanya De Lira	05/22/17	3316 N 23rd St. McAllen, TX 78501 (956) 215-4050 mcrtgonz@aol.com

12. GSA Sales Engineer Miyachi Unitek Corporation Elias Abdo	Email	Tanya De Lira	05/22/17	Direct: 626-930-8511 Cell: 714-914-1913 Main: 626-303-5676 Fax: 626-358-8048 elias.abdo@muc.miyachi.com
13. Alamo Iron Works Robert Garcia, Jr. David W. Dennis Rick Pena	Email	Tanya De Lira	05/22/17	956-831-4291 x 61623 F-956-831-9434 rgarcia@aiwnet.com
14. PartsMaster Cindy Sitz David Ancira	Email	Tanya De Lira	05/22/17	O- 800-336-0450 x 0523 F-972-721-6870 csitz@nch.com david.ancira@partsmaster.com
15. Virtual Builders Exchange Karen Sesters	Email	Tanya De Lira	05/22/17	4047 Naco Perrin, Suite 100 San Antonio, TX 78217 Ph: 210-564-6900, Ext. 126 Fax: 210-564-6902 karen@virtualbx.com
16. Hard Knox Fabrication Jerry Garcia	Email	Tanya De Lira	05/22/17	Hardknoxfab@gmail.com
17. IsqFt Megan Berling	Email	Tanya De Lira	05/22/17	4500 Lake Forest Drive, Ste 502 Cincinnati, OH. 45242 800-364-2059 x 8281 F 877-570-8187 dfw@isqft.com
18.Travers Tool Company,Inc Chasity Grant	Email	Tanya De Lira	05/22/17	118 Spartengreen Blvd Duncan, SC 29334 800-234-9985 x 2548 F. 866-581-5657 cgrant@travers.com
19. Bascale Company, Inc Carlos Velasquez	Email	Tanya De Lira	05/22/17	P.O. Box 157 Cypress, TX. 77410 P 713-996-0303 F 713-456-2352 sales@bascale.com
20. JC Welding JC	Email	Tanya De Lira	05/22/17	1416 South Ave. # 2/3 E Yma, Az. 928-344-5433 Jc1966welding@gmail.com
21. Mavich Faith Gordon	Email	Tanya De Lira	05/22/17	525 Commerce Street Southlake, Tx 76092 682-503-4484 Faith.gordon@mavich.com
22. PRAXAIR Marco Alvarez	Email	Tanya De Lira	05/22/17	1021 W. Ferguson Pharr Tx. 78577 p-956-787-3003 Robert_jonesjr@praxair.com
23. Blue Ridge Machinery and Tools Paul stonestreet	E-mail	Tanya De Lira	05/22/2017	304-562-3538 800-872-6500 prs54@att.net

24. Avani Enviromental John T. Burford	E-mail	Tanya De Lira	05/23/2017	jburford@avanienviromental.com
25. Jacqueline Sessa	Email	Tanya De Lira	05/23/2017	jsessa@onvia.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

2015 EXPENDITURE REPORT BY COMMODITY CODE						
COMM	**DESCRIPTION**	**CC**	**CO**	**EX**	**OM**	**TOTAL**
43027	Gas Cylinders, Empty, Commercial	$306.44				**$306.44**
43036	Gas Regulators, Gauges		$322.50		$598.22	**$920.72**
43032	Gas Distribution Equipment,				$114.46	**$114.46**
43092	Welding and Industrial Gases, Acetylene, Argon, Carbon Dioxide, Oxygen, etc.	$4,170.68	$712.40			**$4,883.08**
89551	Laser Welding Machines		$4,530.00			**$4,530.00**
89555	Torch Cutting				$124.79	**124.79**
89565	Welder/Soldering Unit, Refrigeration/Plumber Type				$120.00	**$120.00**
89570	Welding Accessories: Cutting Tips, Hammers, Hose, Inspection Shields	$382.42	$108.40		$378.45	**$868.91**
89572	Welding Gloves, Protective Aprons, Caps, and Sleeves	$112.00	$231.01		$696.08	**$1,039.09**
89574	Welding Goggles, Helmets, Chin Straps, and Face Shields	$16.80	$397.34		$734.18	**$1,148.32**
89590	Welding Electrodes, Flux, Rods, Wire and Soldering Compounds	$146.85	$2,533.34		$1,106.06	**$3,786.25**
89596	Welding and Brazing Tools		$475.96		$222.75	**$698.71**
Grand Total		**$5,135.19**	**$9,310.95**		**$4,094.99**	**$18,540.77**

2016 EXPENDITURE REPORT BY COMMODITY CODE						
COMM	**DESCRIPTION**	**CC**	**CO**	**EX**	**OM**	**TOTAL**
43027	Gas Cylinders, Empty, Commercial			$365.68		**$365.68**
43036	Gas Regulators, Gauges			$100.59	$128.29	**$228.88**
43092	Welding and Industrial Gases, Acetylene, Argon, Carbon Dioxide, Oxygen, etc.	$6,063.39			$393.81	**$6,457.20**
89520	Arc Welders, Engine Driven	$3,925.00				**$3,925.00**
89529	Fittings for Welding Equipment			$41.10		**$41.10**
89530	Gas Cylinder Carts, Industrial				$257.10	**$257.10**
89550	Gas Welding Apparatus		$298.00			**$298.00**
89555	Torch Cutting	$66.75			$784.16	**$850.91**
89565	Welder/Soldering Unit				$74.75	**$74.75**
89570	Welding Accessories: Cutting Tips, Hammers, Hose, Inspection Shields, Lighters, Lighter Flints	$1,002.15	$207.16	$381.89	$5,54.89	**$2,146.09**
89572	Welding Gloves, Protective Aprons, Capes and Sleeves	$323.00	$1,052.14		$295.42	**$1,670.56**
89574	Welding Goggles, Helmets, Chin straps, and Face Shield	$16.80		$32.00	$556.54	**$605.34**
89590	Welding Electrodes, Flux, Rods, Wire, and Soldering Compounds	$1,317.59	$5,367.29		$1,574.61	**$8,259.49**
89592	Welding Electrode Oven		$24.22			**$24.22**
Grand Total		**$12,714.68**	**$6,948.81**	**$921.26**	**$4,619.57**	**$25,204.32**

2017 EXPENDITURE REPORT BY COMMODITY CODE

COMM	DESCRIPTION	CC	CO	EX	OM	TOTAL
43092	Welding and Industrial Gases: Acetylene, Argon, Carbon Dioxide, Oxygen, etc.	$2,862.56			$256.68	
89550	Welding Apparatus				$223.39	**$223.39**
89555	Torch, Cutting	$361.64	$244.78			**$606.42**
89565	Welder/Soldering Unit, Refrigeration/Plumber Type, Single Tank, Complete		$334.70		$36.03	**$370.73**
89570	Welding Accessories: Cutting Tips, Hammers, Hose, Inspection Shields, Lighters, Lighter Flints, Soapstone, Tip Cleaner, Tip Dip, etc.			$29.50	$412.07	**$441.57**
89572	Welding Safety Equipment	$109.00	$523.90		$93.15	**$726.05**
88590	Welding Electrodes, Flux, Rods, Wire, and Soldering Compounds	$85.00	$2,675.14		$1,419.82	**$4,179.96**
98141	Gas Equipment Rental or Lease	$1,937.70			$698.70	**$2636.40**
98185	Welding Equipment and Supplies Rental or Lease	$600.00				**$600.00**
Grand Total		**$5,955.90**	**$3,778.52**	**$29.50**	**$3,139.84**	**$9,784.52**

AI-60288 **Purchasing Department** **21. K. 3.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the sole responsible vendor, Contech Engineered Solutions, LLC submitting the lowest and best bid [meeting all specifications and/or requirements as detailed in the supporting documentation contained herein] for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Pipes & Related Miscellaneous Items - Round 2" through project No.: 2017-141-05-31-FAZ.

BACKGROUND

1. 24 packets sent out - (1) response
2. Current contract expires: June 29, 2017
3. New contract commences: June 30, 2017
4. Sole Bidder - "Contech Engineered Solutions, LLC"
5. Contract document was reviewed and approved as to form by Legal Counsel.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** obj. 610 countywide

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Products/Items purchased are on an "as needed basis" countywide. These types of products are usually required by facilities mgmt and the precincts. Possible funding source is *obj. 610 General Supplies*. Refer to attached expense report for funding availability as of 6-16-17.

Attachments

Recommendation of Award Memos

Tabulation Sheet

Participating Log

HB 1295 Signed, Notarized & Acknowledged

Insurances
Legal's Approval
Contract Agreement
Obj. 610 Exp. Report 6-16-17

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/15/2017 02:31 PM
Budget & Management	Veronica Ortiz	06/15/2017 02:33 PM
Ivan Cantu	Ivan Cantu	06/16/2017 10:11 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Matilde Faz		Started On: 06/12/2017 03:00 PM
Final Approval Date: 06/23/2017		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: June 6, 2017

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No.-2017-141-05-31-FAZ
HIDALGO COUNTY- (All Funding Sources, Programs & Entities)
"Pipes & Related Miscellaneous Items-Round 2"

We have received a **sole bid response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response no later than **June 12, 2017 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: **matilde.faz@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

PCT. 1
ROAD & BRIDGE

BUDGET ACCOUNT No.: 7-1200-431-00-121-005-0-610

Recommendation (Indicate vendor(s) and reason):

Contech Engineered Solutions LLC - Sole Bidder

Should you have any questions or require further information please do not hesitate to call me at 318-2626 - ext. 4854. Thank you for your attention and cooperation to this matter.

Amy Saenz-Smith	Amy Saenz-Smith	Pct. 1	6/6/17
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

MEMORANDUM

(Department's Recommendation)

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FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: June 6, 2017

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Bid No.-2017-141-05-31-FAZ
HIDALGO COUNTY- (All Funding Sources, Programs & Entities)
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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 7-1200-431-00-123-005-0-610

Recommendation (Indicate vendor(s) and reason):

Should you have any questions or require further information please do not hesitate to call me at 318-2626 - ext. 4854. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Joe M. Flores	Pct #3	6-7-17

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: June 6, 2017

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No.-2017-141-05-31-FAZ
HIDALGO COUNTY- (All Funding Sources, Programs & Entities)
"Pipes & Related Miscellaneous Items-Round 2"

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 7-1200-431-00-124-007-0-610

Recommendation (Indicate vendor(s) and reason):

Sole Bid

Should you have any questions or require further information please do not hesitate to call me at 318-2626 - ext. 4854. Thank you for your attention and cooperation to this matter.

	Ramon Rodriguez	Roads & Bridges	6/9/17
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

TABULATION SHEET
Hidalgo County (All funding sources, programs & entities)
"PIPES & Related Miscellaneous Items-Round 2"
RFB No.: 2017-141-05-31-FAZ

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE NIGP CODE: 665-89 Polyvinyl Chloride (PVC)	
VENDORS	**Contech Engineered Solutions, LLC**
48" LF	No bid

CATEGORY (A) – PIPES

CORRUGATED STEEL STORM SEWER PIPE NIGP CODE: 210-29 Corrugated Galvanized Metal Pipe **(UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)** ***TYPE "IR"PIPE***	
VENDORS	**Contech Engineered Solutions, LLC**
12" LF	11.03
15" LF	13.21
18" LF	16.36
24" LF	20.81
30" LF	25.93
36" LF	31.51
42" LF	36.96
48" LF	41.11
54" LF	54.86
60" LF	61.55
66" LF	67.94
72" LF	72.33
78" LF	79.55
84" LF	112.70
90" LF	119.35
96" LF	127.75
102"LF	135.90
108" LF	180.45
114" LF	200.95
120" LF	211.40
126" LF	265.70
132" LF	292.95
138" LF	305.50
144" LF	318.85

"CONTINUED" **CORRUGATED STEEL STORM SEWER PIPE** NIGP CODE: 210-29 Corrugated Galvanized Metal Pipe **(UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)** **TYPE "I" PIPE**	
VENDORS	**Contech Engineered Solutions, LLC**
12" LF	No bid
15" LF	No bid
18" LF	No bid
24" LF	No bid
30" LF	No bid
36" LF	No bid
42" LF	No bid
48" LF	No bid
54" LF	No bid
60" LF	No bid
66" LF	No bid
72" LF	No bid
78" LF	No bid
84" LF	No bid
90" LF	No bid
96" LF	No bid
102" LF	No bid
108" LF	No bid
114" LF	No bid
120" LF	No bid
126" LF	No bid
132" LF	No bid
138" LF	No bid
144" LF	No bid

"CONTINUED" **CORRUGATED STEEL STORM SEWER PIPE** NIGP CODE: 210-29 Corrugated Galvanized Metal Pipe **(UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)** **TYPE "IA" PIPE**	
VENDORS	**Contech Engineered Solutions, LLC**
12" LF	No bid
15" LF	No bid
18" LF	No bid
24" LF	No bid
30" LF	No bid
36" LF	No bid
42" LF	No bid
48" LF	No bid
54" LF	No bid
60" LF	No bid
66" LF	No bid
72" LF	No bid
78" LF	No bid
84" LF	No bid
90" LF	No bid
96" LF	No bid
102" LF	No bid
108" LF	No bid
114" LF	No bid
120" LF	No bid
126" LF	No bid
132" LF	No bid
138" LF	No bid
144" LF	No bid

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS NIGP CODE: 658-58	
VENDORS	**Contech Engineered Solutions, LLC**
24" LF	No bid
30" LF	No bid
36" LF	No bid
42" LF	No bid
48" LF	No bid
54" LF	No bid
60" LF	No bid
72" LF	No bid
84" LF	No bid
96" LF	No bid

HIGH DESTINY POLYETHYLENE PIPE (HDPE) NIGP CODE: 658-58 Polyethylene Pipe And Fitting	
VENDORS	**Contech Engineered Solutions, LLC**
54"LF	No Bid

CATEGORY (B) – INLETS

NIGP CODE: 210-31

INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN,**NO BOTTOM FLOORS**

DESCRIPTION		**Contech Engineered Solutions, LLC**
Type "A-1" Inlet (5' x 4')	2'	No Bid
	2 ½'	No Bid
	3'	No Bid
	3 ½'	No Bid
	4'	No Bid
	4 ½'	No Bid
	5'	No Bid
	5 ½'	No Bid
	6'	No Bid
	6 ½'	No Bid
	7'	No Bid
	7 ½'	No Bid
	8'	No Bid
	8 ½'	No Bid
	9'	No Bid
	9 ½'	No Bid
	10'	No Bid
Type "A-3" Inlet (5' x 6')	2'	No Bid
	2 ½'	No Bid
	3'	No Bid
	3 ½'	No Bid
	4'	No Bid
	4 ½'	No Bid
	5'	No Bid
	5 ½'	No Bid
	6'	No Bid
	6 ½'	No Bid
	7'	No Bid
	7 ½'	No Bid
	8'	No Bid
	8 ½'	No Bid
	9'	No Bid
	9 ½'	No Bid
	10'	No Bid
Type "A" (SPL-1) Inlet (5' x 3')	2'	No Bid
	2 ½'	No Bid
	3'	No Bid
	3 ½'	No Bid
	4'	No Bid
	4 ½'	No Bid
	5'	No Bid
	5 ½'	No Bid

	6'	No Bid
	6 ½'	No Bid
	7'	No Bid
	7 ½'	No Bid
	8'	No Bid
	8 ½'	No Bid
	9'	No Bid
	9 ½'	No Bid
	10'	No Bid
Type "A-1" (SPL-1) Inlet (5' x 4')	2'	No Bid
	2 ½'	No Bid
	3'	No Bid
	3 ½'	No Bid
	4'	No Bid
	4 ½'	No Bid
	5'	No Bid
	5 ½'	No Bid
	6'	No Bid
	6 ½'	No Bid
	7'	No Bid
	7 ½'	No Bid
	8'	No Bid
	8 ½'	No Bid
	9'	No Bid
	9 ½'	No Bid
	10'	No Bid
Type "A-3" (SPL-1) Inlet (5' x 6')	2'	No Bid
	2 ½'	No Bid
	3'	No Bid
	3 ½'	No Bid
	4'	No Bid
	4 ½'	No Bid
	5'	No Bid
	5 ½'	No Bid
	6'	No Bid
	6 ½'	No Bid
	7'	No Bid
	7 ½'	No Bid
	8'	No Bid
	8 ½'	No Bid
	9'	No Bid
	9 ½'	No Bid
	10'	No Bid

Type "F-1" Inlet (W=4')	2'	No Bid
	2 ½'	No Bid
	3'	No Bid
	3 ½'	No Bid
	4'	No Bid
	4 ½'	No Bid
	5'	No Bid
	5 ½'	No Bid
	6'	No Bid
	6 ½'	No Bid
	7'	No Bid
	7 ½'	No Bid
	8'	No Bid
	8 ½'	No Bid
	9'	No Bid
	9 ½'	No Bid
	10'	No Bid
Type "F-2" Inlet (W=5')	2'	No Bid
	2 ½'	No Bid
	3'	No Bid
	3 ½'	No Bid
	4'	No Bid
	4 ½'	No Bid
	5'	No Bid
	5 ½'	No Bid
	6'	No Bid
	6 ½'	No Bid
	7'	No Bid
	7 ½'	No Bid
	8'	No Bid
	8 ½'	No Bid
	9'	No Bid
	9 ½'	No Bid
	10'	No Bid
Type "F-3" Inlet (W=6')	2'	No Bid
	2 ½'	No Bid
	3'	No Bid
	3 ½'	No Bid
	4'	No Bid

	4 ½'	No Bid
	5'	No Bid
	5 ½'	No Bid
	6'	No Bid
	6 ½'	No Bid
	7'	No Bid
	7 ½'	No Bid
	8'	No Bid
	8 ½'	No Bid
	9'	No Bid
	9 ½'	No Bid
	10'	No Bid
Type "F" (SPL-1) Inlet (W=3')	2'	No Bid
	2 ½'	No Bid
	3'	No Bid
	3 ½'	No Bid
	4'	No Bid
	4 ½'	No Bid
	5'	No Bid
	5 ½'	No Bid
	6'	No Bid
	6 ½'	No Bid
	7'	No Bid
	7 ½'	No Bid
	8'	No Bid
	8 ½'	No Bid
	9'	No Bid
	9 ½'	No Bid
	10'	No Bid
Type "F-1" (SPL-1) Inlet (W=4')	2'	No Bid
	2 ½'	No Bid
	3'	No Bid
	3 ½'	No Bid
	4'	No Bid
	4 ½'	No Bid
	5'	No Bid
	5 ½'	No Bid
	6'	No Bid
	6 ½'	No Bid
	7'	No Bid
	7 ½'	No Bid
	8'	No Bid
	8 ½'	No Bid
	9'	No Bid
	9 ½'	No Bid

	10'	No Bid
Type "F-2" (SPL-1) Inlet (W=5')	2'	No Bid
	2 ½'	No Bid
	3'	No Bid
	3 ½'	No Bid
	4'	No Bid
	4 ½'	No Bid
	5'	No Bid
	5 ½'	No Bid
	6'	No Bid
	6 ½'	No Bid
	7'	No Bid
	7 ½'	No Bid
	8'	No Bid
	8 ½'	No Bid
	9'	No Bid
	9 ½'	No Bid
	10'	No Bid
Type "F-3" (SPL-1) Inlet (W=6')	2'	No Bid
	2 ½'	No Bid
	3'	No Bid
	3 ½'	No Bid
	4'	No Bid
	4 ½'	No Bid
	5'	No Bid
	5 ½	No Bid
	6'	No Bid
	6 ½'	No Bid
	7'	No Bid
	7 ½'	No Bid
	8'	No Bid
	8 ½'	No Bid
	9'	No Bid
	9 ½'	No Bid
	10'	No Bid

CATEGORY (C) – MANHOLES, NO BOTTOM FLOORS

DESCRIPTION		VENDORS / PRICE
		Contech Engineered Solutions, LLC
TYPE "M" MANHOLE	3'	No Bid
	3 ½'	No Bid
	4'	No Bid
	4 ½'	No Bid
	5'	No Bid
	5 ½'	No Bid
	6'	No Bid
	6 ½'	No Bid
	7'	No Bid
	7 ½'	No Bid
	8'	No Bid
	8 ½'	No Bid
	9'	No Bid
	9 ½'	No Bid
	10'	No Bid

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: May 31, 2017 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY-Pipes & Related Misc. Items-Round 2"
BID No.: 2017-141-05-31-FAZ **BUYER: MATY FAZ**

NAME OF VENDOR: COMPANY/FIRM/EMAIL ADDRESS	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE No.
1. Ferguson Waterworks Jorge Valladares frank.guerra@ferguson.com Jorge.valladares@ferguson.com	EM	Maty Faz	5/15/17	1900 W. Exp. 83 Mission, Texas 78572 Tel: 956-584-8199
2. ACT Pipe Supply Jorge Zavala jzavala@actpipeandsupply.com	EM	Maty Faz	5/15/17	1004 N. Shary Rd. Mission, Texas 78572 Tel: 956-583-1558
3. Contech Engineered Solutions Kevin Bain baink@contech-cpi.com not deliverable byazdaniha@conteches.com "Mary Sherrill" <MSherrill@conteches.com>	EM	Maty Faz	5/15/17	404 E. Ramsey Suite 109 San Antonio, TX 78216 Tel: 210-737-1129
4. Texas Irrigation Supply Rick Lake Rick.lake@txisupply.com	EM	Maty Faz	5/15/17	16816 Calply Drive Round Rock, Texas 78664 Tel: 210-323-8906
5. Virtual Builders Exchange Karen Sesters **REMOVE as per Karen Sesters** 5/15/17 karen@virtualbx.com Jeannette@virtualbx.com	EM	Maty Faz	5/15/17	4047 Naco Perrin, Ste. 100 San Antonio, Texas 78217 Tel 210-564-6900 ext 105
6. Alamo Iron Works David W. Dennis wdennis@aiwnet.com	EM	Maty Faz	5/15/17	Tel: 210-704-8272 Fax 210-704-8517
7. Bascale Group, Inc. Carlos A. Velasco cvelasco@bascarle.com undeliverable	EM	Maty Faz	5/15/17	PO Box 157 Cypress, Texas 77410-0157
8. Advantage Drainage Systems-**Manufacturer** Armando.blanco@ads-pipe.com	EM	Maty Faz	5/15/17	3137 Obsidian Drive Brownsville, Texas 78526 956-592-3215
9. HD Waterworks Joel.garcia@hdsupply.com Ruby.martinez@hdsupply.com	EM	Maty Faz	5/15/17	PO Box 2227 McAllen, Texas 78502 631-3341
10. Aguaworks Pipe & Supply Same as #21 thomasbennett@aguaworkspipe.com	EM	Maty Faz	5/15/17	Brownsville, Texas
11. Morrison Supply company mbuttles@yahoo.com	EM	Maty Faz	5/15/17	Harlingen, Texas
12. Concrete Asphalt Pipe Associates (CAPA) dba Rio Valley Pipe sboyd@capatexas.com	EM	Maty Faz	5/15/17	7301 W. Exp 83 Mission, Texas 78572 956-432-0600
13. Royal Ready Mix Joel Mendiola jm@royalreadymix.com	EM	Maty Faz	5/15/17	5361 N. Abram Rd Mission, Texas 78574 956-581-0044
14. IOC Company ernie@ioccompany.com **undeliverable** receptionist@ioccompany.com	EM	Maty Faz	5/15/17	9312 E. Curve Rd. Edinburg, TX 78542 (956) 380-2897
15. L & R precast Attn: Rufino Garza Jr. President Fax: 956-424-1099 Email: jrgarza12@sbcglobal.net	EM	Maty Faz	5/15/17	3807 N. Bentsen Palms Dr. Mission, Texas 78572 Office: 956-583-6293 Sales Person: 956-605-5048 Owner Cell: 956-330-1482 Rufino Garza
16. rime Vendor Bids20@prime-vendor.com	EM	Maty Faz	5/15/17	4622 Cedar Ave. Bldg. 5 Suite 124 Wilmington, NC 28403 800-746-9554
17. CORIX Water Products James Stautzenberger james.stautzenberger@corix.com	EM	Maty Faz	5/15/17	210-724-4276 512-800-1064
18. Rio Grande Valley Chapter-AGC Attn: San Juana Schwarz-Plan Room Mgr. "Sanjuana" <sanjuana@rgvagc.org>	EM	Maty Faz	5/15/17	(956) 423-4091 (956) 423-0174

19. d/b/a CAPA Rio Valley Pipe, LLC Magic Valley Concrete, LLC Upper Valley Materials, LLC Attn: Larry Hinojosa, Sales Administrator	EM	Maty Faz	5/15/17	3609 W Palma Vista Dr. Palmview, TX 78572 P: (956) 432-0600|Sales Fax: (956) 583-2086 www.capatexas.com "Steve Boyd" <sboyd@capatexas.com>, dmadrigal@capatexas.com, sales@capatexas.com
20. Sunshades Tenso, McAllen, LLC Attn: Monica De La Rosa "Monica de la Rosa" <mdelarosa@tenzosunshades.com>	EM	Maty Faz	5/15/17	
21. Aguaworks Attn: jbennett@aguaworkspipe.com	EM	Maty Faz	5/15/17	501 W. FM 83 Edinburg, TX (956) 383-8600
22. Customer Solutions Coordinator Contech Engineered Solutions LLC Attn: Mary Sherrill msherrill@conteches.com www.Conteches.com	EM	Maty Faz	5/15/17	2201 W. Royal Lane Suite 260 |Irving, TX 75063 Office: 972-590-2011 | 888-821-3032 Fax: 972-362-6023 msherrill@conteches.com www.Conteches.com
23. Encino Const. Attn: Fred Sifuentes "fred sifuentes" <encino281@gmail.com>	EMR	Maty Faz	5/15/17	Phone: (956) 678-5246
24. Prime Vendor Inc. Attn: Molly Lowry "BID CLERK" work43@prime-vendor.com Please send them to me via email at work43@prime-vendor.com	EMR	Maty Faz	5/16/17	4622 Cedar Avenue Suite 123 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307

***VIA:** **IN PERSON (IP)** **TELEPHONE REQUEST (TR)**

FACSIMILE (FAX) **BIDDER LIST MAIL OUT (BLM)** **E-MAIL (EM)**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-223794

Date Filed:
06/14/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Contech Engineered Solutions LLC
West Chester, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Bid No. 2017-141-05-31-FAZ
Corrugated Metal Pipe

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Contech Engineered Solutions Inc.	West Chester, OH United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

CANDIS HACKENJOS
Notary Public, State of Texas
Comm. Expires 08-05-2017
Notary ID 129512678

Mary Sherrill
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said MARY SHERRILL, this the 14th day of JUNE, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Candis Hackenjos	CANDIS HACKENJOS	ADMIN ASST.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-223794

Date Filed:
06/14/2017

Date Acknowledged:
06/15/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Contech Engineered Solutions LLC
West Chester, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Bid No. 2017-141-05-31-FAZ
Corrugated Metal Pipe

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Contech Engineered Solutions Inc.	West Chester, OH United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Client#: 44579 QUIKHOLD

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2017

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
EPIC Insurance Brokers & Consultants
2405 Satellite Blvd., Ste. 200
Duluth, GA 30096

CONTACT NAME: Kriss Carvajal
PHONE (A/C, No, Ext): 678.542.2626 FAX (A/C, No):
E-MAIL ADDRESS: kriss.carvajal@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich America Ins. Co	16535
INSURER B : Liberty Mutual Fire Ins. Co.	23035
INSURER C : Great American Ins Co.	16691
INSURER D : Liberty Insurance Corp.	42404
INSURER E : Ironshore Specialty Insurance	25445
INSURER F :	

INSURED
Contech Holdings, LLC
Contech Engineered Solutions, LLC
Five Concourse Parkway, Suite 1900
Atlanta, GA 30328

COVERAGES **CERTIFICATE NUMBER:** **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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:	X		GLO 8978387 21	07/01/2016	07/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG **Gen Agg Cap**	$2,000,000 $250,000 $10,000 $2,000,000 $2,000,000 $4,000,000 $10,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			AS2651290199027 Hired Phys. Dam Limit $125,000 Comp/Coll Ded. $5,000	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000 $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			TUU025104905	01/01/2017	01/01/2018	EACH OCCURRENCE AGGREGATE	$25,000,000 $25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WWA765D290199187 Excludes: MN,OH&WI	01/01/2017	01/01/2018	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT	$1,000,000
D				WC7651290199197 Includes: WI			E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000
E	Architects & Engineers E&O			001398304	07/01/2016	07/01/2017	LIMIT: $5,000,000 AGG LIMIT: $5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hidalgo County is shown as Additional Insured with respect to General Liability when required by written contract subject to the policies terms, conditions and exclusions.

CERTIFICATE HOLDER
Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 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

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The ACORD name and logo are registered marks of ACORD
DBEL2

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-17-141-06-27-CONTECH

From : Steve Crain <scrain@atlashall.com> Thu, Jun 15, 2017 10:48 AM
Subject : RE: C-17-141-06-27-CONTECH
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The Contract is OK but note the insurance expires in a matter of days.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, June 15, 2017 10:00 AM
To: Steve Crain <scrain@atlashall.com>
Subject: C-17-141-06-27-CONTECH

Mr. Crain:

Can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

REQUIREMENTS AGREEMENT
C-17-141-06-27

THIS AGREEMENT (the "Agreement") is entered into effective as of the 27th day of June, 2017 by and between Contech Engineered Solutions, LLC("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the "Pipes & Related Miscellaneous Items-Round 2**,** (the "Product") for **HIDALGO COUNTY**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **June 30, 2017**and expire on **June 29, 2018** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
Contech Engineered Solutions, LLC
Attn: Mary Sherril, CSS
2201 W. Royal Lane #260
Irving, TX 75063

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (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 provisions of Tex. Loc. Govt. Code Ann. ' 271.903

(Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

p. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any soverign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

EXECUTED effective as of the day and year first above written.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Contech Engineered Solutions, LLC.

By:_____

Printed Name: _____

Title: _____

EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

May 15, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (All funding sources, programs & entities)**
Request for Bids - **"Pipes & Related Miscellaneous Items-Round 2"**
RFB Bid No.: 2017-141-05-31-FAZ

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626 x 4854.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/faz
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

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HIDALGO COUNTY (All funding sources, programs & entities)
"Pipes & Related Miscellaneous Items-Round 2"
RFB No.: 2017-141-05-31-FAZ

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The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

5-15-17

Date

Revised 09/13/16

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County

(All funding sources, programs & entities)

"Pipes & Related Miscellaneous Items-
Round 2"

RFB No.: 2017-141-05-31-FAZ

REQUEST FOR BIDS

HIDALGO COUNTY (All funding sources, programs & entities)

"Pipes & Related Miscellaneous Items-Round 2"

BID OPENING DATE

MAY 31, 2017

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (All funding sources, programs & entities) - *"Pipes & Related Miscellaneous Items-Round 2"*** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID No.: 2017-141-05-31-FAZ "HIDALGO COUNTY (All funding sources, programs & entities) - *Pipes & Related Miscellaneous Items-Round 2"*** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MAY 31, 2017. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO** RFB No.: **2017-141-05-31-FAZ "HIDALGO COUNTY (All funding sources, programs & entities) - *Pipes & Related Miscellaneous Items-Round 2"*** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, and life cycle, warranties, and customer service after a sale.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

      Hidalgo County Purchasing Department
      Martha L. Salazar, Purchasing Agent
      (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:
    - Invoices must include:
      a) Name and address of successful bidder
      b) Name and address of receiving department or official
      c) Purchase Order Number (if any)
      d) Notation - "HIDALGO COUNTY (All funding sources, programs & entities) -RFB No.: 2017-141-05-31-FAZ "*Pipes & Related Miscellaneous Items-Round 2*"

Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**MAY 31, 2017**
Award of Contract	**, 2017**
Commence Work or Deliver Products	**, 2017**

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

21. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit E, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement

applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-141), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: matilde.faz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

24. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the bid;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

26. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

29. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

LEGAL NOTICE

Bid

For

HIDALGO COUNTY (All funding sources, programs & entities)

"Pipes & Related Miscellaneous Items-Round 2"

BID No.: 2017-141-05-31-FAZ

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County

(All funding sources, programs & entities)

"Pipes & Related Miscellaneous Items-
Round 2"

RFB No.: 2017-141-05-31-FAZ

SPECIFICATIONS AND/OR REQUIREMENTS:

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES, Inlets, Manholes & Miscellaneous Items".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS
Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item is unavailable from bidder's own inventory; bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL ITEMS LISTED AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

   - Category A: Pipes
   - Category B: Inlets
   - Category C: Manholes

CATEGORY (A) – PIPES
CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:
Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN
The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:
Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION
PVC thermoplastic pipe and fittings manufactured to these specifications shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL
This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS
This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE
This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"
This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of ¾ x ¾" 7 ½" as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arches shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING
All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE
Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	GAUGE
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipes shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

CATEGORY (A) – PIPES
REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 $\pm$ 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:
The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:
The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE
This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION
This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES
Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE
Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS
All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION
Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE
This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS
All pipes shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING
Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

STANDARD LAYING LENGTHS
Standard laying lengths are 20 feet for all sizes.

PIPE

All pipes shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sized and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipes shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipes shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

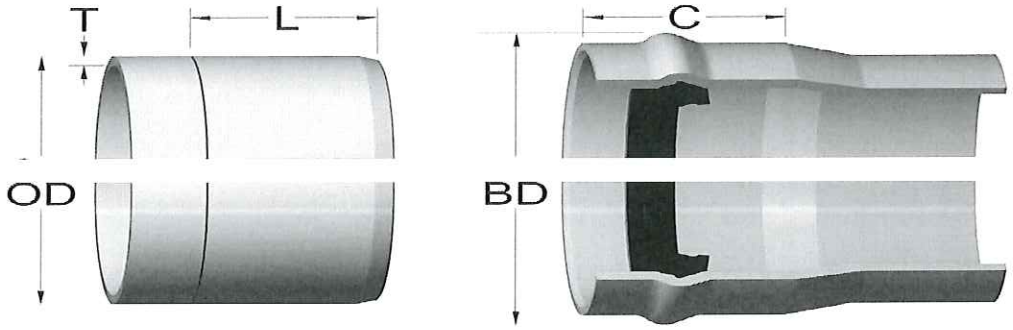
FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE

PVC gravity sewer pipe shall be made from a compound conforming to a cell classification of 12454 or 12364 as defined by ASTM D1784 and in accordance with ASTM D3034 for sizes four inch through fifteen inch. The wall thickness, when tested according to ASTM D3412, shall correspond to a dimension ratio of SDR 35 with a pipe stiffness value of 46 or SDR 26 with a pipe stiffness of 115 for heavy wall pipe. Integral bells shall incorporate locked in gaskets meeting the requirements of ASTM D3212 and F477. The pipe shall be provided in lengths of 14 feet or 20 feet as required.

ASTM D3034 GASKETED GRAVITY SEWER PIPE



NOMINAL PIPE SIZE	OUTISDE DIA. – NOM. (OD)	*APPROX. BELL DIA. (BD)	**APPROX. BELL DEPTH (C)	INSERT MARK (L)
4"	4.215	5.25	3.75	3.13
6"	6.275	7.50	4.63	4.00
8"	8.400	10.00	5.25	4.13
10"	10.500	12.25	5.88	5.13
12"	12.500	14.25	6.50	5.38
15"	15.300	17.25	7.75	7.38

NOMINAL PIPE SIZE	SDR 35 (T)	SDR 26 (T)
4"	.120	.162
6"	.180	.241
8"	.240	.323
10"	.300	.404
12"	.360	.481
15"	.437	.588

HIGH PERFORMANCE (HP) POLYPROPYLENE STORM PIPE

1.0 SCOPE:

This specification includes materials and test methods for 12 to 60 inch diameter HP Polypropylene Pipe. The requirements of this specification are intended to provide pipe and fittings suitable for underground use in gravity-flow applications such as storm sewers, drainage and under-drains.

2.0 PIPE:

12 to 30 inch HP Polypropylene Pipe shall have a smooth interior and annular exterior corrugation and are required to meet or exceed ASTM F2736 and AASHTO M330. 36 to 60 inch pipe shall have a smooth interior and annular exterior corrugations and are required to meet or exceed ASTM F2881 and AASHTO M330. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects.

3.0 FITTINGS:

Fittings shall conform to ASTM F2736, ASTM F2881 and AASHTO M330, for the respective diameters. Bell & spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477. Bell & spigot fittings joint shall meet the watertight joint performance requirements of ASTM D3212. Corrugated couplings shall be split collar, engaging at least 2 full corrugations.

4.0 JOINTS:

HP Polypropylene Pipe shall be joined with a gasketed integral bell & spigot joint meeting the requirements of ASTM F2736 or F2881, for the respective diameters.

HP Polypropylene Pipe shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477. Gasket shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

HP Polypropylene Pipe shall have a reinforced bell with a polymer composite band installed by the manufacturer.

5.0 MATERIAL PROPERTIES:

Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2736, Section 4, ASTM F2881, Section 5 and AASHTO M330, Section 6.1, for the respective diameters.

6.0 INSTALLATION:

Installation shall be in accordance with ASTM D2321, manufacturers recommended installation guidelines and plan specifications.

7.0 PIPE DIMENSIONS:

Nominal Pipe I.D. in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Average Pipe I.D. In (mm)	12.1 (307)	14.9 (378)	18.0 (457)	24.1 (612)	30.1 (765)	35.7 (907)	41.8 (1062)	47.3 (1201)	59.3 (1506)
Average Pipe O.D. in (mm)	14.5 (368)	17.6 (447)	21.2 (538)	28.0 (711)	35.4 (899)	41.1 (1044)	47.2 (1199)	53.8 (1367)	66.5 (1689)
Minimum Pipe Stiffness * @ 5% Deflection* #/in./in. (kN/m^2)	75 (520)	60 (411)	56 (385)	50 (343)	46 (320)	40 (275)	35 (240)	35 (240)	30 (205)

HIGH DENSITY POLYETHYLENE PIPE (HDPE)

SCOPE:

This specification describes 4- through 60 inch (100 to 1500 mm) HDPE pipe (per ASTM F2648) for use in gravity-flow land drainage applications.

PIPE Requirements:

HDPE pipe (per ASTM F2648) shall have smooth interior and annular exterior corrugations.

- 4-through 60 inch (100 to 1500 mm) shall meet ASTM F2648
- Manning's "n" value for use in design shall be 0.012

Joint Performance:

Pipe shall be joined using a bell & spigot joint meeting ASTM F2648. The joint shall be soil-tight and gaskets, when applicable, shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

Fittings:

Fittings shall conform to ASTM F 2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of ASTM F 2306.

Material Properties

Material for pipe production shall be an engineered compound of virgin and recycled high density polyethylene conforming with the minimum requirements of cell classification 424420C (ESCR Test Condition B) for 4-through 10 inch (100 to 250 mm) diameters, and 435420C (ESCR Test Condition B) for 12 through 60 inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material and installation requirements for a given application.

Installation

Installation shall be in accordance with ASTM D2321 and manufacturers published installation guidelines, with the exception that minimum cover in trafficked areas for 4-through 48 inch (100 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60 inch (1500 mm) diameters, the minimum cover shall be 2 ft. (0.6 mm) in single run applications. Backfill for minimum fill heights depend on embedment material and compaction level; please refer to manufactures guide lines.

Pipe I.D In mm	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D. * In mm	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)
Perforations	All diameters availability with or without perforation												

*Pipe O.D. values ar provided for reference purposes only. Values stated for 12 through 60 inch are +/- 1 inch.

TERMS & CONDITIONS:

1. The contract term will be for a period of one (1) year period with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or Technicalities, or to accept the bid considered the best and most advantageous to the County.

6. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

7. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires,
   (b) Delivery and acceptance of products and/or performance of service ordered,
   (c) Terminated by County with thirty (30) days written notice prior to cancellation.

8. It is understood and agreed that in case Hidalgo County should need "any items listed" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.

9. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or compiling with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost to such item.

10. Hidalgo County reserves the right to seek purchases from State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.

11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

12. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

13. Bidder(s) agree that to the extent an item(s) in unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

14. Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile (956) 292-7612 or via e-mail to matilde.faz@co.hidalgo.tx.us by no later than, Monday, May 22, 2017 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via-email by no later than Wednesday, May 24, 2017 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County

(All funding sources, programs & entities)

"Pipes & Related Miscellaneous Items-Round 2"

RFB No.: 2017-141-05-31-FAZ

CATEGORY (A) – PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE **NIGP CODE: 665-89** Polyvinyl Chloride (PVC)		
DESCRIPTION	PRICE	
48"		LF

CORRUGATED STEEL STORM SEWER PIPE **NIGP CODE: 210-29** Corrugated Galvanized Metal Pipe **(UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)**				
DIAMETER	TYPE "IR"PIPE PRICE	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"				LF
15"				LF
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS **NIGP CODE: 658-58**		
DESCRIPTION	PRICE	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

HIGH DESTINY POLYETHYLENE PIPE (HDPE) **NIGP CODE: 658-58** Polyethylene Pipe And Fitting		
DESCRIPTION	PRICE	
54"		LF

CATEGORY (B) – INLETS

NIGP CODE: 210-31

INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN, **NO BOTTOM FLOORS**

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
Type "A-1" Inlet (5' x 4')																	
Type "A-3" Inlet (5' x 6')																	
Type "A" (SPL-1) Inlet (5' x 3')																	
Type "A-1" (SPL-1) Inlet (5' x 4')																	
Type "A-3" (SPL-1) Inlet (5' x 6')																	
Type "F" Inlet (W=3')																	
Type "F-1" Inlet (W=4')																	
Type "F-2" Inlet (W=5')																	
Type "F-3" Inlet (W=6')																	
Type "F" (SPL-1) Inlet (W=3')																	
Type "F-1" (SPL-1) Inlet (W=4')																	

Type "F-2" (SPL-1) Inlet (W=5')																	
Type "F-3" (SPL-1) Inlet (W=6')																	

CATEGORY (C) – MANHOLES, NO BOTTOM FLOORS

NIGP CODE: 890-30

MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "M" MANHOLE															

EXHIBIT "B" – BID PAGE
Hidalgo County (All funding sources, programs & entities)
"PIPES & Related Miscellaneous Items-Round 2"
RFB No.: 2017-141-05-31-FAZ

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIPCODE:** _____

PHONE No: _____ **FAX No:** _____ **CELL №** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

EMAIL: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County

(All funding sources, programs & entities)

"Pipes & Related Miscellaneous Items-Round 2"

RFB No.: 2017-141-05-31-FAZ

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	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
INSURED	INSURER A:
	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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS - COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

Hidalgo County

(All funding sources, programs & entities)

"Pipes & Related Miscellaneous Items-Round 2"

RFB No.: 2017-141-05-31-FAZ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT "E"

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

Hidalgo County

(All funding sources, programs & entities)

"Pipes & Related Miscellaneous Items-Round 2"

RFB No.: 2017-141-05-31-FAZ

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT "F"

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

Hidalgo County

(All funding sources, programs & entities)

"Pipes & Related Miscellaneous Items-Round 2"

RFB No.: 2017-141-05-31-FAZ

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application 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 government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR BIDS
"PIPES & RELATED MISCELLANEOUS ITEMS-ROUND 2"

RFB No.: 2017-141-05-31-FAZ

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" Acknowledgement forms

_____ Exhibit "D" CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) (see No. 2 of Legal Notice).

EXHIBIT “B”

BID PAGE

EXHIBIT "B" – BID PAGE
Hidalgo County (All funding sources, programs & entities)
"PIPES & Related Miscellaneous Items-Round 2"
RFB No.: 2017-141-05-31-FAZ

OPENED
9:12 5-31-17

Witnessed

CATEGORY (A) – PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE NIGP CODE: 665-89 Polyvinyl Chloride (PVC)		
DESCRIPTION	PRICE	
48"		LF

CORRUGATED STEEL STORM SEWER PIPE NIGP CODE: 210-29 Corrugated ~~Galvanized~~ Polymer Metal Pipe (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)				
DIAMETER	TYPE "IR"PIPE PRICE *	TYPE "I" PIPE PRICE	TYPE "IA" PIPE PRICE	
12"	$11.03/LF			LF
15"	$13.21/LF			LF
18"	$16.36/LF			LF
24"	$20.81/LF			LF
30"	$25.93/LF			LF
36"	$31.51/LF			LF
42"	$36.96/LF			LF
48"	$41.11/LF			LF
54"	$54.86/LF			LF
60"	$61.55/LF			LF
66"	$67.94/LF			LF
72"	$72.33/LF			LF
78"	$79.55/LF			LF
84"	$112.70/LF			LF
90"	$119.35/LF			LF
96"	$127.75/LF			LF
102"	$135.90/LF			LF
108"	$180.45/LF			LF
114"	$200.95/LF			LF
120"	$211.40/LF			LF
126"	$265.70/LF			LF
132"	$292.95/LF			LF
138"	$305.50/LF			LF
144"	$318.85/LF			LF

* Round Pipe, Polymer coated w/band and gasket.

REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINTS **NIGP CODE: 658-58**		
DESCRIPTION	PRICE	
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

HIGH DESTINY POLYETHYLENE PIPE (HDPE) **NIGP CODE: 658-58** Polyethylene Pipe And Fitting		
DESCRIPTION	PRICE	
54"		LF

CATEGORY (B) – INLETS

NIGP CODE: 210-31

INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN, **NO BOTTOM FLOORS**

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
Type "A-1" Inlet (5' x 4')																	
Type "A-3" Inlet (5' x 6')																	
Type "A" (SPL-1) Inlet (5' x 3')																	
Type "A-1" (SPL-1) Inlet (5' x 4')																	
Type "A-3" (SPL-1) Inlet (5' x 6')																	
Type "F" Inlet (W=3')																	
Type "F-1" Inlet (W=4')																	
Type "F-2" Inlet (W=5')																	
Type "F-3" Inlet (W=6')																	
Type "F" (SPL-1) Inlet (W=3')																	
Type "F-1" (SPL-1) Inlet (W=4')																	

Type "F-2" (SPL-1) Inlet (W=5')																
Type "F-3" (SPL-1) Inlet (W=6')																

CATEGORY (C) – MANHOLES, NO BOTTOM FLOORS

NIGP CODE: 890-30

MANHOLES

DESCRIPTION	PRICE														
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "M" MANHOLE															

EXHIBIT "B" – BID PAGE
Hidalgo County (All funding sources, programs & entities)
"PIPES & Related Miscellaneous Items-Round 2"
RFB No.: 2017-141-05-31-FAZ

BIDDER/COMPANY NAME: Contech Engineered Solutions LLC

ADDRESS: 201 W. Royal Lane #260

CITY: Irving **STATE:** TX **ZIPCODE:** 75063

PHONE No: 972-580-2000 **FAX No:** 972 580-2139 **CELL №**

AUTHORIZED SIGNATURE: May Shemill

PRINTED NAME: May Shamill

TITLE: CSS **DATE:** 5/24/17

EMAIL: mshamill@conteches.com / R. Cortez@ conteches. com

EXHIBIT “C”

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2016

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 have ADDITIONAL INSURED provisions or 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: Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328	CONTACT NAME: (ATL) Candi Joyner	
	PHONE (A/C, No, Ext):	FAX (A/C, No): 770-870-3031
	E-MAIL ADDRESS: cjoyner@beechercarlson.com	
www.beechercarlson.com	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Contech Engineered Solutions LLC 9025 Centre Pointe Drive, Suite 400 West Chester OH 45069	INSURER A: Zurich American Ins. Co.	16535
	INSURER B: North American Elite Insurance Company	29700
	INSURER C: American Zurich Insurance Company	40142
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 30636227 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ✓ OTHER: General Agg Cap: $10M			GLO 8978387 21	7/1/2016	7/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 250,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP 8978383 21	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			UMB 200042501	7/1/2016	7/1/2017	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 8978381 21 (All Other States) WC 8978382 22 (MA,MO, NE, NJ, OK, WI)	7/1/2016 7/1/2016	7/1/2017 7/1/2017	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Hidalgo County is included as additional insured as required per written contract or agreement.

RECEIVED
JUL 05 2016
By

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 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
Sharon D. Brainard

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Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
7-1100-412-00-001-001-0-610	92ND DC-GENERAL SUPPLIES	2,000.00	2,000.00	94.41	383.61	1,521.98	23.90
7-1100-412-00-002-001-0-610	93RD DC-GENERAL SUPPLIES	1,927.00	1,927.00	188.46	630.71	1,107.83	42.51
7-1100-412-00-003-001-0-610	139TH DC-GENERAL SUPPLIES	2,500.00	2,500.00	100.00	453.64	1,946.36	22.15
7-1100-412-00-004-001-0-610	206TH DC-GENERAL SUPPLIES	4,000.00	4,000.00	971.26	764.96	2,263.78	43.41
7-1100-412-00-005-001-0-610	275TH DC-GENERAL SUPPLIES	1,200.00	1,700.00	.00	50.46	1,649.54	2.97
7-1100-412-00-006-001-0-610	332ND DC-GENERAL SUPPLIES	3,089.00	3,089.00	.00	32.46	3,056.54	1.05
7-1100-412-00-007-001-0-610	370TH DC-GENERAL SUPPLIES	2,056.00	1,093.00	424.99	613.90	54.11	95.05
7-1100-412-00-008-001-0-610	389TH DC-GENERAL SUPPLIES	4,150.00	3,150.00	23.99	.01	3,126.00	.76
7-1100-412-00-009-001-0-610	398TH DC-GENERAL SUPPLIES	2,500.00	3,306.22	1,593.12	848.73	864.37	73.86
7-1100-412-00-010-001-0-610	430TH DC-GENERAL SUPPLIES	2,800.00	3,300.00	663.69	1,881.87	754.44	77.14
7-1100-412-00-011-001-0-610	449TH DC-GENERAL SUPPLIES	3,656.00	3,656.00	235.00	1,180.29	2,240.71	38.71
7-1100-412-00-021-001-0-610	CCL#1-GENERAL SUPPLIES	1,576.00	2,213.47	1,437.22	487.50	288.75	86.95
7-1100-412-00-022-001-0-610	CCL#2-GENERAL SUPPLIES	579.00	579.00	124.82	.00	454.18	21.56
7-1100-412-00-023-001-0-610	PROBATE CRT-GENERAL SUPPLIES	600.00	600.00	.00	593.14	6.86	98.86
7-1100-412-00-024-001-0-610	CCL#4-GENERAL SUPPLIES	1,000.00	1,100.00	100.00	.00	1,000.00	9.09
7-1100-412-00-025-001-0-610	CCL#5-GENERAL SUPPLIES	2,000.00	2,000.00	153.52	6.48	1,840.00	8.00
7-1100-412-00-026-001-0-610	CCL#6-GENERAL SUPPLIES	3,000.00	3,000.00	1,210.05	624.78	1,165.17	61.16
7-1100-412-00-027-001-0-610	CCL#7-GENERAL SUPPLIES	5,204.00	1,204.00	10.00	117.60	1,076.40	10.60
7-1100-412-00-028-001-0-610	CCL#8-GENERAL SUPPLIES	7,555.00	6,727.27	88.00	172.27	6,467.00	3.87
7-1100-412-00-032-001-0-610	MASTER CRT II-GENERAL SUPPLIES	800.00	800.00	147.83	.00	652.17	18.48
7-1100-412-00-045-001-0-610	AUXILIARY CRT-GENERAL SUPPLIES	893.00	2,093.00	626.78	350.68	1,115.54	46.70
7-1100-412-00-055-001-0-610	CHILD PROTECTION CRT-GENERAL SUPPLIES	3,867.00	2,801.32	50.00	.00	2,751.32	1.78
7-1100-412-00-061-001-0-610	JP PCT 1/PL 1-GENERAL SUPPLIES	5,000.00	4,486.00	1,859.97	2,540.18	85.85	98.09
7-1100-412-00-062-001-0-610	JP PCT 1/PL 2-GENERAL SUPPLIES	5,000.00	3,964.00	944.93	.00	3,019.07	23.84
7-1100-412-00-063-001-0-610	JP PCT 2/PL 1-GENERAL SUPPLIES	5,000.00	5,000.00	701.46	3,034.00	1,264.54	74.71
7-1100-412-00-064-001-0-610	JP PCT 2/PL 2-GENERAL SUPPLIES	5,000.00	5,000.00	198.00	2,382.75	2,419.25	51.62
7-1100-412-00-065-001-0-610	JP PCT 3/PL 1-GENERAL SUPPLIES	5,000.00	1,713.76	164.09	413.28	1,136.39	33.69
7-1100-412-00-066-001-0-610	JP PCT 3/PL 2-GENERAL SUPPLIES	5,000.00	5,000.00	3,613.18	178.07	1,208.75	75.83

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
7-1100-412-00-067-001-0-610	JP PCT 4/PL 1-GENERAL SUPPLIES	5,000.00	5,000.00	420.23	660.82	3,918.95	21.62
7-1100-412-00-068-001-0-610	JP PCT 4/PL 2-GENERAL SUPPLIES	5,000.00	2,000.00	378.76	1,216.73	404.51	79.77
7-1100-412-00-070-001-0-610	INDIGENT DEFENSE-GENERAL SUPPLIES	4,000.00	1,013.05	108.09	8.97	895.99	11.56
7-1100-412-00-080-002-0-610	CRIM DA-GENERAL SUPPLIES	85,000.00	63,476.00	16,635.79	30,682.22	16,157.99	74.54
7-1100-412-00-080-013-0-610	DA CIVIL LITIGATION-GENERAL SUPPLIES	3,500.00	846.86	846.86	.00	.00	100.00
7-1100-412-00-090-001-0-610	DIST CLERK-GENERAL SUPPLIES	30,000.00	30,000.00	8,693.62	5,701.04	15,605.34	47.98
7-1100-412-00-200-010-0-610	CC & DC E-FILING-GENERAL SUPPLIES	3,340.00	3,340.00	5.50	.00	3,334.50	.16
7-1100-412-20-080-001-0-610	GRAND JURY-GENERAL SUPPLIES	500.00	400.00	.00	25.42	374.58	6.36
7-1100-412-30-085-003-0-610	PUBLIC DEFENDER-GENERAL SUPPLIES	5,500.00	5,500.00	605.39	2,176.16	2,718.45	50.57
7-1100-413-00-110-006-0-610	CO JUDGE-GENERAL SUPPLIES	3,820.00	2,111.00	662.38	317.69	1,130.93	46.43
7-1100-413-00-110-077-0-610	PUBLIC AFFAIRS-GENERAL SUPPLIES	5,000.00	4,000.00	1,143.99	1,621.67	1,234.34	69.14
7-1100-413-00-125-001-0-610	EXECUTIVE OFFICE-GENERAL SUPPLIES	2,582.00	4,082.00	1,383.51	1,479.87	1,218.62	70.15
7-1100-413-30-125-004-0-610	CO COMM-GENERAL SUPPLIES	.00	1,000.00	.00	.00	1,000.00	.00
7-1100-414-00-130-001-0-610	ELECTIONS DEPT-GENERAL SUPPLIES	79,396.00	173,113.85	37,205.00	111,329.13	24,579.72	85.80
7-1100-415-00-150-002-0-610	BAIL BOND BOARD-GENERAL SUPPLIES	500.00	500.00	48.13	450.76	1.11	99.78
7-1100-415-00-200-001-0-610	INFO TECH DEPT-GENERAL SUPPLIES	7,100.00	5,424.83	448.88	.00	4,975.95	8.27
7-1100-415-00-200-002-0-610	IT COUNTYWIDE-GENERAL SUPPLIES	33,600.00	25,685.86	115.43	1,722.28	23,848.15	7.15
7-1100-415-14-115-001-0-610	DBM-BUDGET DIV-GENERAL SUPPLIES	11,879.00	8,654.12	3,045.51	759.74	4,848.87	43.97
7-1100-415-15-140-001-0-610	TAX OFF-GENERAL SUPPLIES	81,000.00	95,700.00	18,560.57	31,040.48	46,098.95	51.83
7-1100-415-15-140-004-0-610	SCOFFLAW PROG-GENERAL SUPPLIES	10,000.00	9,550.00	.00	54.50	9,495.50	.57
7-1100-415-16-150-001-0-610	CO TREASURER-GENERAL SUPPLIES	14,000.00	7,801.68	174.99	4,914.60	2,712.09	65.24
7-1100-415-18-160-001-0-610	PURCHASING-GENERAL SUPPLIES	20,000.00	19,150.00	4,324.49	2,691.58	12,133.93	36.64
7-1100-415-21-170-001-0-610	CO AUDITOR-GENERAL SUPPLIES	20,939.00	24,205.21	6,606.54	11,770.64	5,828.03	75.92
7-1100-415-40-180-001-0-610	CO CLERK-GENERAL SUPPLIES	42,000.00	30,473.00	4,524.86	8,315.69	17,632.45	42.14
7-1100-415-40-180-002-0-610	CO CLERK RECORD ARCHIVE-GENERAL SUPPLIES	25,000.00	25,000.00	1,826.35	1,103.31	22,070.34	11.72
7-1100-415-50-125-037-0-610	CIVIL SERVICE-GENERAL SUPPLIES	780.00	1,930.00	.00	66.40	1,863.60	3.44
7-1100-415-50-190-002-0-610	HUMAN RESOURCES-GENERAL SUPPLIES	13,000.00	10,871.76	1,244.97	3,890.69	5,736.10	47.24

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
7-1100-419-10-210-001-0-610	PLANNING DEPT-GENERAL SUPPLIES	10,500.00	9,889.33	219.92	3,320.87	6,348.54	35.80
7-1100-419-40-220-001-0-610	FACILITIES MGMT-GENERAL SUPPLIES	45,861.00	47,113.62	13,190.12	29,272.25	4,651.25	90.13
7-1100-419-40-220-050-0-610	FACILITIES MGMT CO WIDE-GENERAL SUPPLIES	256,731.00	256,731.00	60,126.64	104,423.11	92,181.25	64.09
7-1100-419-50-125-003-0-610	SAFETY-GENERAL SUPPLIES	10,000.00	10,000.00	1,328.68	601.45	8,069.87	19.30
7-1100-419-70-125-036-0-610	ENVIRONMENTAL COMPLIANCE-GENERAL SUPPLIE	.00	400.00	.00	7.50	392.50	1.88
7-1100-421-00-080-003-0-610	AUTOPSIES-GENERAL SUPPLIES	10,000.00	11,779.40	2,963.20	6,989.64	1,826.56	84.49
7-1100-421-00-125-011-0-610	TX DPS-GENERAL SUPPLIES	97.00	97.00	.00	.00	97.00	.00
7-1100-421-00-280-001-0-610	SHERIFF-GENERAL SUPPLIES	600,000.00	592,260.00	135,269.39	140,426.26	316,564.35	46.55
7-1100-421-00-291-001-0-610	CONST PCT1-GENERAL SUPPLIES	25,000.00	20,522.00	4,601.24	6,613.28	9,307.48	54.65
7-1100-421-00-292-001-0-610	CONST PCT2-GENERAL SUPPLIES	35,000.00	26,795.36	2,204.76	12,416.27	12,174.33	54.57
7-1100-421-00-293-001-0-610	CONST PCT3-GENERAL SUPPLIES	25,000.00	25,000.00	2,230.20	8,545.82	14,223.98	43.10
7-1100-421-00-294-001-0-610	CONST PCT4-GENERAL SUPPLIES	25,000.00	20,113.37	7,795.79	5,967.72	6,349.86	68.43
7-1100-422-10-300-001-0-610	FIRE MARSHAL-GENERAL SUPPLIES	20,000.00	20,000.00	1,338.20	1,821.61	16,840.19	15.80
7-1100-423-00-320-001-0-610	ADULT PROB-GENERAL SUPPLIES	4,200.00	4,200.00	.00	784.16	3,415.84	18.67
7-1100-423-00-320-014-0-610	DRUG CRT-GENERAL SUPPLIES	3,600.00	3,600.00	.00	449.85	3,150.15	12.50
7-1100-423-00-320-034-0-610	ALT INCARCERATION PRG-GENERAL SUPPLIES	4,000.00	4,000.00	389.96	1,227.97	2,382.07	40.45
7-1100-423-21-280-002-0-610	JAIL-GENERAL SUPPLIES	775,000.00	765,068.00	213,899.66	302,879.68	248,288.66	67.55
7-1100-423-70-330-001-0-610	JUVENILE CI-GENERAL SUPPLIES	15,000.00	10,588.03	2,227.00	2,709.41	5,651.62	46.62
7-1100-423-71-330-001-0-610	JUVENILE DS-GENERAL SUPPLIES	15,000.00	20,411.97	5,688.54	14,024.42	699.01	96.58
7-1100-423-78-330-001-0-610	JUVENILE PAS-GENERAL SUPPLIES	500.00	11,757.18	8,204.10	2,764.15	788.93	93.29
7-1100-423-78-330-028-0-610	JUV BOOT CAMP PAS-GENERAL SUPPLIES	50,000.00	50,000.00	23,715.10	16,506.21	9,778.69	80.44
7-1100-423-79-330-001-0-610	JUVENILE DET PRE-GENERAL SUPPLIES	100,000.00	100,000.00	36,158.91	29,771.09	34,070.00	65.93
7-1100-429-00-110-075-0-610	EMERGENCY MGMT-GENERAL SUPPLIES	10,000.00	17,900.00	1,565.23	5,381.93	10,952.84	38.81
7-1100-432-00-121-001-0-610	PCT1 SANITATION-GENERAL SUPPLIES	75,000.00	79,730.00	21,382.17	47,346.78	11,001.05	86.20
7-1100-432-00-122-001-0-610	PCT2 SANITATION-GENERAL SUPPLIES	45,000.00	44,120.47	4,215.38	21,417.32	18,487.77	58.10
7-1100-432-00-123-001-0-610	PCT3 SANITATION-GENERAL SUPPLIES	125,000.00	125,000.00	18,909.04	49,611.59	56,479.37	54.82
7-1100-432-00-124-001-0-610	PCT4 SANITATION-GENERAL SUPPLIES	75,384.00	53,882.21	11,745.28	11,536.25	30,600.68	43.21

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
7-1100-432-70-125-039-0-610	NUISANCE ABATEMENT PRG-GENERAL SUPPL	2,000.00	2,758.81	342.66	2,246.81	169.34	93.86
7-1100-441-00-340-001-0-610	HEALTH ADM-GENERAL SUPPLIES	30,000.00	28,580.00	2,597.14	13,748.05	12,234.81	57.19
7-1100-441-00-340-003-0-610	HEALTH CLINICS-GENERAL SUPPLIES	75,000.00	56,875.00	3,233.68	30,260.91	23,380.41	58.89
7-1100-441-00-350-003-0-610	WIC INELIGIBLE COSTS-GENERAL SUPPLIES	114.00	114.00	.00	60.00	54.00	52.63
7-1100-444-00-240-001-0-610	HUMAN SERVICES-GENERAL SUPPLIES	10,000.00	10,000.00	1,216.28	2,316.81	6,466.91	35.33
7-1100-444-00-240-005-0-610	1115 WAIVER DSRIP-GENERAL SUPPLIES	.00	75,000.00	1,316.49	.00	73,683.51	1.76
7-1100-444-00-370-001-0-610	VETERANS SRV-GENERAL SUPPLIES	6,000.00	5,200.00	714.42	1,535.69	2,949.89	43.27
7-1100-451-10-125-020-0-610	HISTORICAL COMM-GENERAL SUPPLIES	359.00	359.00	.00	.00	359.00	.00
7-1100-452-00-121-013-0-610	PCT1 PARKS-GENERAL SUPPLIES	50,000.00	23,500.00	8,760.96	13,640.82	1,098.22	95.33
7-1100-452-00-122-008-0-610	PCT2 PARKS-GENERAL SUPPLIES	55,000.00	38,225.64	6,137.40	8,913.43	23,174.81	39.37
7-1100-452-00-123-008-0-610	PCT3 PARKS-GENERAL SUPPLIES	55,000.00	69,375.11	13,526.68	10,899.90	44,948.53	35.21
7-1100-452-00-124-009-0-610	PCT4 PARKS-GENERAL SUPPLIES	31,146.00	22,314.50	2,468.74	5,809.58	14,036.18	37.10
7-1100-461-00-380-001-0-610	TX AGRILIFE EXT-GENERAL SUPPLIES	15,000.00	15,000.00	2,004.15	3,620.53	9,375.32	37.50
7-1100-465-10-110-081-0-610	ECONOMIC DEVELOPMENT-GENERAL SUPPLIES	.00	2,500.00	618.54	.00	1,881.46	24.74
7-1100-466-00-121-050-0-610	PCT1 CRC-GENERAL SUPPLIES	1,420.00	1,320.00	414.64	.00	905.36	31.41
7-1100-466-00-122-018-0-610	PCT2 CRC SAN JUAN-GENERAL SUPPLIES	2,850.00	2,817.00	380.35	540.53	1,896.12	32.69
7-1100-466-00-122-082-0-610	PCT2 CRC-ALAMO-GENERAL SUPPLIES	5,075.00	5,075.00	719.38	2,072.51	2,283.11	55.01
7-1100-466-00-124-077-0-610	PCT4 CRC-GENERAL SUPPLIES	3,204.00	3,204.00	446.15	378.89	2,378.96	25.75
7-1100-466-00-124-186-0-610	PCT4 CRC-SUNFLOWER-GENERAL SUPPLIES	.00	4,292.00	100.00	.00	4,192.00	2.33
1100 GENERAL FUND		**3,302,429.00**	**3,336,301.26**	**749,100.78**	**1,162,602.81**	**1,424,597.67**	**57.30**
1200 ROAD AND BRIDGE							
7-1200-431-00-121-004-0-610	PCT1 ADM-GENERAL SUPPLIES	20,753.00	17,303.00	3,803.61	10,215.01	3,284.38	81.02
7-1200-431-00-121-005-0-610	PCT1 RD MAINT-GENERAL SUPPLIES	.00	511,590.63	128,468.04	284,458.37	98,664.22	80.71
7-1200-431-00-122-004-0-610	CW MECH SHOP-GENERAL SUPPLIES	30,706.00	25,977.29	6,814.10	2,230.07	16,933.12	34.82
7-1200-431-00-122-005-0-610	PCT2 ADM-GENERAL SUPPLIES	30,420.00	25,206.82	5,558.14	11,544.45	8,104.23	67.85
7-1200-431-00-122-006-0-610	PCT2 RD MAINT-GENERAL SUPPLIES	247,050.00	295,809.96	76,954.73	109,013.37	109,841.86	62.87
7-1200-431-00-122-102-0-610	PCT2 MOONLIGHT AVE.-GENERAL SUPPLIES	.00	516.78	516.78	.00	.00	100.00
7-1200-431-00-122-124-0-610	PCT2 ICA PHR RIDGE RD(STWRT-C.CHVEZ)-GEN	.00	8,857.21	8,857.21	.00	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1200 ROAD AND BRIDGE							
7-1200-431-00-122-137-0-610	PCT2 NOLANA LP (C CHVZ-ALAMO RD)-GEN SUP	.00	80,217.60	80,217.60	.00	.00	100.00
7-1200-431-00-122-138-0-610	PCT2 VALLE VISTA RD PRJ-GENERAL SUPPLIES	.00	20,000.00	15,063.46	.00	4,936.54	75.32
7-1200-431-00-123-004-0-610	PCT3 ADM-GENERAL SUPPLIES	15,000.00	15,000.00	307.38	150.21	14,542.41	3.05
7-1200-431-00-123-005-0-610	PCT3 RD MAINT-GENERAL SUPPLIES	301,142.00	307,886.84	92,677.86	158,090.13	57,118.85	81.45
7-1200-431-00-124-005-0-610	PCT4 ADM-GENERAL SUPPLIES	16,222.00	14,455.00	3,174.40	3,601.75	7,678.85	46.88
7-1200-431-00-124-007-0-610	PCT4 RD MAINT-GENERAL SUPPLIES	274,079.00	590,344.19	202,503.35	231,875.98	155,964.86	73.58
7-1200-431-00-124-176-0-610	PCT4 RIO GRNDE CARE(885 LF SEC5)-GEN SUP	.00	4,400.00	.00	4,390.60	9.40	99.79
7-1200-431-00-125-028-0-610	BCAP-GENERAL SUPPLIES	.00	1,000.00	.00	.00	1,000.00	.00
1200 ROAD AND BRIDGE		**935,372.00**	**1,918,565.32**	**624,916.66**	**815,569.94**	**478,078.72**	**75.08**
1221 DISTRICT ATTORNEY VEHICLE THEFT							
7-1221-412-00-080-005-0-610	DA VEH THEFT-GENERAL SUPPLIES	.00	31.92	31.92	.00	.00	100.00
1221 DISTRICT ATTORNEY VEHICLE THEFT		**.00**	**31.92**	**31.92**	**.00**	**.00**	**100.00**
1223 DA FORFEITURE FUND-CCP CHAPTER 59							
7-1223-412-00-080-007-0-610	DA CCP59-GENERAL SUPPLIES	15,000.00	16,082.22	1,777.85	1,342.52	12,961.85	19.40
1223 DA FORFEITURE FUND-CCP CHAPTER 59		**15,000.00**	**16,082.22**	**1,777.85**	**1,342.52**	**12,961.85**	**19.40**
1227 SHERIFF FORFEITURE FUND-CCP CHAPTER 59							
7-1227-421-00-280-005-0-610	SHRF INVESTIG HB65-GENERAL SUPPLIES	70,000.00	70,000.00	3,732.20	.00	66,267.80	5.33
1227 SHERIFF FORFEITURE FUND-CCP CHAPTER 59		**70,000.00**	**70,000.00**	**3,732.20**	**.00**	**66,267.80**	**5.33**
1228 SHERIFF FEDERAL SHARING-US TREASURY							
7-1228-421-00-280-006-0-610	SHRF FED SHARING-US TREAS-GENERAL SUPPL	13,000.00	13,000.00	131.72	1,497.14	11,371.14	12.53
1228 SHERIFF FEDERAL SHARING-US TREASURY		**13,000.00**	**13,000.00**	**131.72**	**1,497.14**	**11,371.14**	**12.53**
1229 SHERIFF FEDERAL SHARING-US DEPT OF JUSTI							
7-1229-421-00-280-007-0-610	SHRF FED SHARING-USDJ-GENERAL SUPPLIES	70,000.00	70,000.00	15,584.99	13,684.71	40,730.30	41.81
1229 SHERIFF FEDERAL SHARING-US DEPT OF JUSTI		**70,000.00**	**70,000.00**	**15,584.99**	**13,684.71**	**40,730.30**	**41.81**
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER							
7-1237-415-40-180-003-0-610	CC REC MGMT-GENERAL SUPPLIES	3,000.00	3,000.00	153.84	501.86	2,344.30	21.86
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER		**3,000.00**	**3,000.00**	**153.84**	**501.86**	**2,344.30**	**21.86**
1238 COUNTY RECORDS MANAGEMENT & PRESERVATION							
7-1238-415-40-180-004-0-610	COUNTY REC MGMT-GENERAL SUPPLIES	1,700.00	1,700.00	.00	.00	1,700.00	.00
1238 COUNTY RECORDS MANAGEMENT & PRESERVATION		**1,700.00**	**1,700.00**	**.00**	**.00**	**1,700.00**	**.00**
1241 COURTHOUSE SECURITY							
7-1241-421-23-125-032-0-610	COURTHOUSE SECURITY-GENERAL SUPPLIES	.00	2,000.00	680.40	117.60	1,202.00	39.90

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1241 COURTHOUSE SECURITY							
1241 COURTHOUSE SECURITY		**.00**	**2,000.00**	**680.40**	**117.60**	**1,202.00**	**39.90**
1242 JUSTICE COURT TECHNOLOGY							
7-1242-412-00-060-001-0-610	JUSTICE CRT TECH-GENERAL SUPPLIES	6,500.00	26,160.46	21,496.85	3,985.57	678.04	97.41
1242 JUSTICE COURT TECHNOLOGY		**6,500.00**	**26,160.46**	**21,496.85**	**3,985.57**	**678.04**	**97.41**
1243 PROBATE COURT CONTRIBUTIONS							
7-1243-412-00-023-002-0-610	PROBATE CRT-GENERAL SUPPLIES	.00	2,000.00	581.00	789.89	629.11	68.54
1243 PROBATE COURT CONTRIBUTIONS		**.00**	**2,000.00**	**581.00**	**789.89**	**629.11**	**68.54**
1245 JUSTICE COURT BUILDING SECURITY							
7-1245-412-00-060-002-0-610	JUSTICE CRT BLDG SEC-GENERAL SUPPLIES	25,000.00	25,000.00	98.00	.00	24,902.00	.39
1245 JUSTICE COURT BUILDING SECURITY		**25,000.00**	**25,000.00**	**98.00**	**.00**	**24,902.00**	**.39**
1247 LAW LIBRARY							
7-1247-412-50-100-001-0-610	LAW LIBRARY-GENERAL SUPPLIES	4,300.00	4,300.00	692.03	369.38	3,238.59	24.68
1247 LAW LIBRARY		**4,300.00**	**4,300.00**	**692.03**	**369.38**	**3,238.59**	**24.68**
1252 HIDTA FEDERAL SHARING-US TREASURY							
7-1252-412-00-270-012-0-610	HIDTA FED SHRG-US TREAS-GENERAL SUPPLIES	55,000.00	57,776.32	7,836.91	3,716.39	46,223.02	20.00
1252 HIDTA FEDERAL SHARING-US TREASURY		**55,000.00**	**57,776.32**	**7,836.91**	**3,716.39**	**46,223.02**	**20.00**
1254 HIDTA FEDERAL SHARING-US DEPT OF JUSTICE							
7-1254-412-00-270-014-0-610	HIDTA FED SHRG-USDJ-GENERAL SUPPLIES	.00	30,000.00	.00	.00	30,000.00	.00
1254 HIDTA FEDERAL SHARING-US DEPT OF JUSTICE		**.00**	**30,000.00**	**.00**	**.00**	**30,000.00**	**.00**
1256 DA FEDERAL SHARING-US DEPT OF JUSTICE							
7-1256-412-00-080-014-0-610	DA FED SHRG-USDJ-GENERAL SUPPLIES	10,000.00	13,695.74	1,335.32	3,722.36	8,638.06	36.93
1256 DA FEDERAL SHARING-US DEPT OF JUSTICE		**10,000.00**	**13,695.74**	**1,335.32**	**3,722.36**	**8,638.06**	**36.93**
1261 CONST PCT3 FED SHRG-DOJ							
7-1261-421-00-293-017-0-610	CONST PCT3 FED SHRG-DOJ-GENERAL SUPPLIES	.00	7,698.08	.00	.00	7,698.08	.00
1261 CONST PCT3 FED SHRG-DOJ		**.00**	**7,698.08**	**.00**	**.00**	**7,698.08**	**.00**
1280 DESIGNATED PURPOSE GRANTS LVL 0							
7-1280-431-00-121-803-5-610	PCT1-01362-ENGLEMEN-GENERAL SUPP	.00	20,542.91	.00	.00	20,542.91	.00
7-1280-431-00-121-946-1-610	PCT1-43-0630-SANTA MARIA RD-GENERAL SUPP	.00	383.01	.00	.00	383.01	.00
7-1280-431-00-121-947-1-610	PCT1-43-0631-VILLA DRIVE-GENERAL SUPPL	.00	25,290.82	.00	.00	25,290.82	.00
7-1280-431-00-121-948-1-610	PCT1-43-0634-MILE 1 W (1)-GENERAL SUPPL	.00	6,389.10	.00	.00	6,389.10	.00
7-1280-431-00-121-949-1-610	PCT1-43-0636-SAN RAFAEL-GENERAL SUPPLIES	.00	39,232.32	.00	.00	39,232.32	.00
7-1280-431-00-121-951-0-610	PCT1-37-0590-CR MILE 15½ E-GENERAL SUPPL	.00	27.98	.00	.00	27.98	.00
7-1280-431-00-121-952-0-610	PCT1-37-0602-CR MILE 19 RD-GENERAL SUPPL	.00	1,218.68	.00	.00	1,218.68	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1280 DESIGNATED PURPOSE GRANTS LVL 0							
7-1280-431-00-121-953-0-610	PCT1-38-0599-RANCHO TOLUCA RD-GENERAL	.00	39.66	.00	.00	39.66	.00
7-1280-431-00-121-954-0-610	PCT1-39-0600-CR MILE 5½ RD-GENERAL SUPPL	.00	374.33	.00	.00	374.33	.00
7-1280-431-00-121-955-0-610	PCT1-39-0601-CR MILE 7 RD-GENERAL SUPPL	.00	11.14	.00	.00	11.14	.00
7-1280-431-00-121-956-0-610	PCT1-40-0615-CR 2812-GENERAL SUPPLIES	.00	415.17	.00	.00	415.17	.00
7-1280-431-00-121-957-0-610	PCT1-40-0717-CR MILE 14 RD-GENERAL SUPPL	.00	3,500.17	.00	.00	3,500.17	.00
7-1280-431-00-121-958-0-610	PCT1-40-0718-CR MILE 12½ E-GENERAL SUPPL	.00	5,089.57	.00	.00	5,089.57	.00
7-1280-431-00-121-959-0-610	PCT1-40-0721-CR MILE 15 RD-GENERAL SUPPL	.00	440.22	.00	.00	440.22	.00
7-1280-431-00-121-961-0-610	PCT1-48-0656-CR 3350-GENERAL SUPPLIES	.00	1,000.44	.00	.00	1,000.44	.00
7-1280-431-00-121-962-0-610	PCT1-48-0711-CR MILE 3 E-GENERAL SUPPL	.00	202.51	.00	.00	202.51	.00
7-1280-431-00-121-963-0-610	PCT1-49-0709-CR MILE 20 RD-GENERAL SUPPL	.00	99.70	.00	.00	99.70	.00
7-1280-431-00-121-965-0-610	PCT1-53-0659-MARRO RD-GENERAL SUPPLIES	.00	125.17	.00	.00	125.17	.00
7-1280-431-00-121-967-0-610	PCT1-55-0713-CR MILE 1 E-GENERAL SUPPL	.00	48.11	.00	.00	48.11	.00
7-1280-431-00-121-968-0-610	PCT1-56-0696-ENGLEMAN RD-GENERAL SUPPL	.00	88.21	.00	.00	88.21	.00
7-1280-431-00-121-969-0-610	PCT1-63-0710-HILL TOP GARDEN LN-GENERAL	.00	54.82	.00	.00	54.82	.00
7-1280-431-00-121-973-1-610	PCT1-43-0637-MILE 4W (2)-GENERAL SUPPL	.00	9,514.37	.00	.00	9,514.37	.00
7-1280-431-00-121-974-1-610	PCT1-43-0638-MILE 15N & 4W-GENERAL SUPPL	.00	2,681.03	.00	.00	2,681.03	.00
7-1280-431-00-121-975-1-610	PCT1-43-0639-MILE 13N-GENERAL SUPPLIES	.00	3,305.54	.00	.00	3,305.54	.00
7-1280-431-00-121-976-1-610	PCT1-43-0640-MILE 4W (1)-GENERAL SUPPL	.00	25,546.47	.00	.00	25,546.47	.00
7-1280-431-00-121-977-1-610	PCT1-43-0641-MILE 14½N (1)-GENERAL SUPPL	.00	28,295.77	.00	.00	28,295.77	.00
7-1280-431-00-121-978-1-610	PCT1-43-0643-MILE 4½W-GENERAL SUPPLIES	.00	3,028.10	.00	.00	3,028.10	.00
7-1280-431-00-121-979-1-610	PCT1-43-0644-MILE 14½N (2)-GENERAL SUPPL	.00	51,344.38	.00	.00	51,344.38	.00
7-1280-431-00-121-980-1-610	PCT1-44-0647-MILE 15N-GENERAL SUPPLIES	.00	3,139.33	.00	.00	3,139.33	.00
7-1280-431-00-121-981-1-610	PCT1-44-0648-MILE 12N-GENERAL SUPPLIES	.00	57,843.11	.00	.00	57,843.11	.00
7-1280-431-00-121-982-1-610	PCT1-44-0649-MILE 1½W-GENERAL SUPPLIES	.00	8,234.22	.00	.00	8,234.22	.00
7-1280-431-00-121-983-1-610	PCT1-44-0650-SAN LUCIA/WIND RD-GENERAL	.00	19,382.50	.00	.00	19,382.50	.00
7-1280-431-00-121-984-1-610	PCT1-44-0651-MILE 13½-GENERAL SUPPLIES	.00	20,954.88	.00	.00	20,954.88	.00
7-1280-431-00-121-985-1-610	PCT1-44-0652-ZAPATA ST-GENERAL SUPPLIES	.00	7,597.36	.00	.00	7,597.36	.00
7-1280-431-00-121-986-1-610	PCT1-44-0653-MILE 12½N-GENERAL SUPPLIES	.00	70,641.70	.00	.00	70,641.70	.00
7-1280-431-00-121-987-1-610	PCT1-44-0654-MILE 12N (1)-GENERAL SUPPL	.00	23,307.71	.00	.00	23,307.71	.00
7-1280-431-00-121-988-1-610	PCT1-44-0658-MILE 12½N (2)-GENERAL SUPPL	.00	2,762.96	.00	.00	2,762.96	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1280 DESIGNATED PURPOSE GRANTS LVL 0							
7-1280-431-00-121-989-1-610	PCT1-44-0662-MILE 1W (2)-GENERAL SUPPL	.00	6,257.73	.00	.00	6,257.73	.00
7-1280-431-00-121-990-1-610	PCT1-44-0664-MILE 4W (3)-GENERAL SUPPL	.00	5,176.48	.00	.00	5,176.48	.00
7-1280-431-00-121-991-1-610	PCT1-44-0670-OLD RIVER RD-GENERAL SUPPL	.00	19,825.43	.00	.00	19,825.43	.00
7-1280-431-00-121-992-1-610	PCT1-44-0672-N GONZALEZ RD-GENERAL SUPPL	.00	10,805.17	.00	.00	10,805.17	.00
7-1280-431-00-121-993-1-610	PCT1-44-0679-EARLING/EL DORA RD-GENERAL	.00	4,998.57	.00	.00	4,998.57	.00
7-1280-431-00-121-994-1-610	PCT1-46-0642-MILE 19N-GENERAL SUPPLIES	.00	650.71	.00	.00	650.71	.00
7-1280-431-00-121-995-1-610	PCT1-46-0665-GONZALEZ RD-GENERAL SUPPL	.00	34,554.36	.00	.00	34,554.36	.00
7-1280-431-00-121-996-1-610	PCT1-46-0667-JUAREZ ST-GENERAL SUPPLIES	.00	4,734.06	.00	.00	4,734.06	.00
7-1280-431-00-121-997-1-610	PCT1-46-0668-MILE 17N-GENERAL SUPPLIES	.00	4,998.96	.00	.00	4,998.96	.00
7-1280-431-00-121-998-1-610	PCT1-46-0669-MILE 5½W-GENERAL SUPPLIES	.00	2,523.89	.00	.00	2,523.89	.00
7-1280-431-00-121-999-1-610	PCT1-46-0684-MILE 14½N (3)-GENERAL SUPPL	.00	1,243.43	.00	.00	1,243.43	.00
7-1280-431-00-122-983-1-610	PCT2-43-0632-COL GUADALUPE-GENERAL SUPPL	.00	8,446.69	.00	.00	8,446.69	.00
7-1280-431-00-122-984-1-610	PCT2-43-0633-PLANA VISTA SUBD-GEN SUPPL	.00	2,709.13	.00	.00	2,709.13	.00
7-1280-431-00-122-985-1-610	PCT2-43-0676-EL GATO EST-GENERAL SUPPL	.00	2,040.10	.00	.00	2,040.10	.00
7-1280-431-00-122-986-1-610	PCT2-44-0656-AZURE ST-GENERAL SUPPLIES	.00	2,815.19	.00	.00	2,815.19	.00
7-1280-431-00-122-987-1-610	PCT2-44-0657-ROAD RUNNER SUBD-GENERAL	.00	3,167.17	.00	.00	3,167.17	.00
7-1280-431-00-122-988-1-610	PCT2-46-0682-EL GATO SUBD-GENERAL SUPPL	.00	2,168.81	.00	.00	2,168.81	.00
7-1280-431-00-123-952-0-610	PCT3-37-0587-MINNESOTA-GENERAL SUPPLIES	.00	5,301.00	.00	.00	5,301.00	.00
7-1280-431-00-123-953-0-610	PCT3-37-0592-PALM DR-GENERAL SUPPLIES	.00	3,210.05	.00	.00	3,210.05	.00
7-1280-431-00-123-954-0-610	PCT3-37-0593-ABRAM RD-GENERAL SUPPLIES	.00	6,455.05	.00	.00	6,455.05	.00
7-1280-431-00-123-955-0-610	PCT3-37-0594-PUERTO RICO RD-GENERAL SUPP	.00	3,197.95	.00	.00	3,197.95	.00
7-1280-431-00-123-956-0-610	PCT3-37-0597-JUAJOLOTE RD-GENERAL SUPPL	.00	93.47	.00	.00	93.47	.00
7-1280-431-00-123-957-0-610	PCT3-37-0603-MILITARY RD-GENERAL SUPPL	.00	3,040.38	.00	.00	3,040.38	.00
7-1280-431-00-123-958-0-610	PCT3-38-0595-WESTERN AVE-GENERAL SUPPL	.00	4,483.01	.00	.00	4,483.01	.00
7-1280-431-00-123-959-0-610	PCT3-38-0596-BRUSHLINE RD-GENERAL SUPPL	.00	6,253.31	.00	.00	6,253.31	.00
7-1280-431-00-123-960-0-610	PCT3-38-0604-COWBOYS RD-GENERAL SUPPLIES	.00	791.88	.00	.00	791.88	.00
7-1280-431-00-123-961-0-610	PCT3-39-0625-TEN MILE RD-GENERAL SUPPL	.00	.15	.00	.00	.15	.00
7-1280-431-00-123-963-0-610	PCT3-40-0612-CHIHUAHUA RD-GENERAL SUPPL	.00	3,714.35	.00	.00	3,714.35	.00
7-1280-431-00-123-964-0-610	PCT3-40-0637-KAIMAN RD-GENERAL SUPPLIES	.00	550.49	.00	.00	550.49	.00
7-1280-431-00-123-966-0-610	PCT3-43-0636-DREAMER RD-GENERAL SUPPLIES	.00	2,648.93	.00	.00	2,648.93	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1280 DESIGNATED PURPOSE GRANTS LVL 0							
7-1280-431-00-123-967-0-610	PCT3-43-0638-KUTZUR RD-GENERAL SUPPLIES	.00	467.55	.00	.00	467.55	.00
7-1280-431-00-123-968-0-610	PCT3-47-0573-TROSPER RD-GENERAL SUPPLIES	.00	3,170.46	.00	.00	3,170.46	.00
7-1280-431-00-123-969-0-610	PCT3-47-0574-LA HOMA RD-GENERAL SUPPLIES	.00	5,907.15	.00	.00	5,907.15	.00
7-1280-431-00-123-971-0-610	PCT3-50-0576-DOFFING RD-GENERAL SUPPLIES	.00	924.21	.00	.00	924.21	.00
7-1280-431-00-123-972-0-610	PCT3-51-0575-INSPIRATION RD-GENERAL SUPP	.00	4,035.48	.00	.00	4,035.48	.00
7-1280-431-00-123-973-0-610	PCT3-51-0577-TWELVE MILE RD-GENERAL SUPP	.00	3,114.03	.00	.00	3,114.03	.00
7-1280-431-00-123-974-0-610	PCT3-51-0578-TEXAN AVE-GENERAL SUPPLIES	.00	7,924.34	.00	.00	7,924.34	.00
7-1280-431-00-123-975-0-610	PCT3-51-0579-IOWA AVE-GENERAL SUPPLIES	.00	11,878.44	.00	.00	11,878.44	.00
7-1280-431-00-123-976-0-610	PCT3-51-0606-ELEVEN MILE RD-GENERAL SUPP	.00	570.80	.00	.00	570.80	.00
7-1280-431-00-123-977-0-610	PCT3-51-0607-SIXTEEN MILE RD-GENERAL SUP	.00	726.03	.00	.00	726.03	.00
7-1280-431-00-123-978-0-610	PCT3-52-0609-NINE MILE RD-GENERAL SUPPL	.00	1,309.21	.00	.00	1,309.21	.00
7-1280-431-00-123-980-0-610	PCT3-53-0623-THIRTEEN MILE RD-GENERAL	.00	1,450.77	.00	.00	1,450.77	.00
7-1280-431-00-123-982-0-610	PCT3-53-0633-FOURTEEN MILE RD-GENERAL	.00	1,858.56	.00	.00	1,858.56	.00
7-1280-431-00-124-981-1-610	PCT4-43-0629-DILLON RD-GENERAL SUPPLIES	.00	6,154.46	.00	.00	6,154.46	.00
7-1280-431-00-124-982-1-610	PCT4-43-0635-ROOTH RD-GENERAL SUPPLIES	.00	7,118.66	.00	.00	7,118.66	.00
7-1280-431-00-124-983-1-610	PCT4-43-0645-ARGENTINA ST-GENERAL SUPPL	.00	1,637.83	.00	.00	1,637.83	.00
7-1280-431-00-124-984-1-610	PCT4-44-0660-HOEHN DR SUBD-GENERAL SUPPL	.00	12,677.54	.00	.00	12,677.54	.00
7-1280-431-00-124-985-1-610	PCT4-44-0663-TEJANO ST-GENERAL SUPPLIES	.00	1,637.83	.00	.00	1,637.83	.00
7-1280-431-00-124-986-1-610	PCT4-44-0671-SEMINARY RD-GENERAL SUPPL	.00	23,764.24	.00	.00	23,764.24	.00
7-1280-431-00-124-987-1-610	PCT4-44-0673-HOEHN DR-GENERAL SUPPLIES	.00	5,116.65	.00	.00	5,116.65	.00
7-1280-431-00-124-988-1-610	PCT4-46-0666-TOWER RD-GENERAL SUPPLIES	.00	4,043.66	.00	.00	4,043.66	.00
7-1280-431-00-124-989-1-610	PCT4-44-0661-OWASSA&TOWER RD-GENERAL SUP	.00	6,574.55	.00	.00	6,574.55	.00
7-1280-452-00-123-984-1-610	PCT3-66-0910-IRRG/PLUMB SYSTEM-GENERAL	.00	17,800.00	.00	.00	17,800.00	.00
7-1280-452-00-123-985-1-610	PCT3-66-0916-ANZALDUA PRK TCKT-GENERAL	.00	13,738.57	.00	.00	13,738.57	.00
7-1280-452-00-123-986-1-610	PCT3-66-0918-BLD RPR/CONTENT DAM-GENERAL	.00	15,546.66	.00	.00	15,546.66	.00
7-1280-452-00-123-988-1-610	PCT3-66-0914-PRK EQUIP/CONTENTS-GENERAL	.00	32,222.94	.00	.00	32,222.94	.00
1280 DESIGNATED PURPOSE GRANTS LVL 0		**.00**	**790,379.99**	**.00**	**.00**	**790,379.99**	**.00**
1281 DESIGNATED PURPOSE GRANTS LVL 1							
7-1281-412-00-080-010-7-610	DA STATE SUPPLEMENT-GENERAL SUPPLIES	.00	1,994.73	988.68	.00	1,006.05	49.56
7-1281-412-00-080-012-7-610	CJD-BPU-GENERAL SUPPLIES	.00	5,101.36	53.76	635.34	4,412.26	13.51

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1281 DESIGNATED PURPOSE GRANTS LVL 1							
7-1281-412-00-080-017-5-610	CJD-VAP-GENERAL SUPPLIES	.00	11,155.22	5,141.68	2,442.31	3,571.23	67.99
7-1281-412-00-080-018-6-610	CJD-DVSP-GENERAL SUPPLIES	.00	2,505.75	53.76	451.99	2,000.00	20.18
1281 DESIGNATED PURPOSE GRANTS LVL 1		**.00**	**20,757.06**	**6,237.88**	**3,529.64**	**10,989.54**	**47.06**
1283 DESIGNATED PURPOSE GRANTS LVL 3							
7-1283-414-00-130-018-5-610	2015 CHAPTER 19-GENERAL SUPPLIES	.00	3,378.84	2,963.80	415.04	.00	100.00
7-1283-414-00-130-018-6-610	2016 CHAPTER 19-GENERAL SUPPLIES	.00	101,652.35	.00	.00	101,652.35	.00
7-1283-414-00-130-024-0-610	HAVA TITLE II-GENERAL SUPPLIES	.00	41,835.83	.00	41,835.83	.00	100.00
1283 DESIGNATED PURPOSE GRANTS LVL 3		**.00**	**146,867.02**	**2,963.80**	**42,250.87**	**101,652.35**	**30.79**
1284 DESIGNATED PURPOSE GRANTS LVL 4							
7-1284-421-00-280-047-8-610	SHERIFF OPSG-GENERAL SUPPLIES	.00	5,000.00	.00	.00	5,000.00	.00
7-1284-421-00-280-047-9-610	SHERIFF OPSG-GENERAL SUPPLIES	.00	2,000.00	1,799.80	.00	200.20	89.99
1284 DESIGNATED PURPOSE GRANTS LVL 4		**.00**	**7,000.00**	**1,799.80**	**.00**	**5,200.20**	**25.71**
1285 DESIGNATED PURPOSE GRANTS LVL 5							
7-1285-421-00-291-006-6-610	CONST PCT1 RSWG-GENERAL SUPPLIES	.00	101.70	.00	101.70	.00	100.00
7-1285-421-00-292-006-6-610	CONST PCT2 RSWG-GENERAL SUPPLIES	.00	101.70	.00	101.70	.00	100.00
7-1285-421-00-293-006-6-610	CONST PCT3 RSWG-GENERAL SUPPLIES	.00	111.39	.00	111.39	.00	100.00
7-1285-421-00-294-006-6-610	CONST PCT4 RSWG-GENERAL SUPPLIES	.00	101.70	.00	101.70	.00	100.00
1285 DESIGNATED PURPOSE GRANTS LVL 5		**.00**	**416.49**	**.00**	**416.49**	**.00**	**100.00**
1289 DESIGNATED PURPOSE GRANTS LVL 9							
7-1289-423-00-320-032-7-610	DWI CRT-GENERAL SUPPLIES	.00	6,000.00	.00	972.03	5,027.97	16.20
7-1289-423-00-320-036-7-610	FEDERAL RSAT-GENERAL SUPPLIES	.00	23,106.07	1,904.50	1,472.97	19,728.60	14.62
7-1289-423-00-320-046-7-610	MISD DWI CRT-GENERAL SUPPLIES	.00	9,000.00	.00	1,913.24	7,086.76	21.26
1289 DESIGNATED PURPOSE GRANTS LVL 9		**.00**	**38,106.07**	**1,904.50**	**4,358.24**	**31,843.33**	**16.44**
1291 HIDTA GRANTS							
7-1291-412-00-270-003-5-610	HIDTA TASK FORCE-GENERAL SUPPLIES	.00	2,000.00	53.95	943.45	1,002.60	49.87
7-1291-412-00-270-003-6-610	HIDTA TASK FORCE-GENERAL SUPPLIES	.00	2,281.37	.00	.00	2,281.37	.00
1291 HIDTA GRANTS		**.00**	**4,281.37**	**53.95**	**943.45**	**3,283.97**	**23.30**
1292 WIC PROGRAM GRANTS							
7-1292-441-00-350-001-7-610	WIC ADM-GENERAL SUPPLIES	.00	148,567.30	19,162.20	77,201.00	52,204.10	64.86
7-1292-441-00-350-013-7-610	WIC LACTATION-GENERAL SUPPLIES	.00	36,344.84	.00	.00	36,344.84	.00
7-1292-441-00-350-017-7-610	WIC LAC CENTER-GENERAL SUPPLIES	.00	1,097.23	.00	789.24	307.99	71.93

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1292 WIC PROGRAM GRANTS							
7-1292-441-00-350-018-5-610	WIC LAC SUPP CENTER-GENERAL SUPPLIES	.00	3,485.19	.00	.00	3,485.19	.00
7-1292-441-00-350-020-7-610	WIC SUMMER FOOD-GENERAL SUPPLIES	.00	26,043.75	10,642.98	.00	15,400.77	40.87
7-1292-441-10-350-018-5-610	WIC LAC SUPP CENTER-GENERAL SUPPLIES	.00	32,588.67	3,526.43	933.82	28,128.42	13.69
7-1292-441-11-350-018-5-610	WIC LAC SUPP CENTER-GENERAL SUPPLIES	.00	49,872.00	.00	.00	49,872.00	.00
1292 WIC PROGRAM GRANTS		**.00**	**297,998.98**	**33,331.61**	**78,924.06**	**185,743.31**	**37.67**
1293 HEALTH DEPARTMENT GRANTS							
7-1293-441-00-340-005-0-610	H.D. ADM-GENERAL SUPPLIES	.00	26,825.00	17,655.01	4,867.74	4,302.25	83.96
7-1293-441-00-340-006-6-610	RLSS/LPHS-GENERAL SUPPLIES	.00	8,000.24	5,000.00	.00	3,000.24	62.50
7-1293-441-00-340-006-8-610	RLSS/LPHS-GENERAL SUPPLIES	.00	6,000.00	.00	.00	6,000.00	.00
7-1293-441-00-340-008-8-610	T.B. CONTROL-GENERAL SUPPLIES	.00	19,850.00	.00	.00	19,850.00	.00
7-1293-441-00-340-012-8-610	IMM DIV LOCAL-GENERAL SUPPLIES	.00	13,989.99	.00	.00	13,989.99	.00
7-1293-441-00-340-013-6-610	CPS/HAZARDS-GENERAL SUPPLIES	.00	218.81	.00	.00	218.81	.00
7-1293-441-00-340-013-8-610	CPS/HAZARDS-GENERAL SUPPLIES	.00	4,601.00	.00	.00	4,601.00	.00
7-1293-441-00-340-059-0-610	MEDICAID ADMIN-GENERAL SUPPLIES	.00	137,981.22	15,993.97	14,174.07	107,813.18	21.86
7-1293-441-00-340-060-6-610	INFECTIOUS DISEASE-GENERAL SUPPLIES	.00	57.51	.00	.00	57.51	.00
7-1293-441-00-340-065-6-610	IDCU/EBOLA-GENERAL SUPPLIES	.00	2,549.00	241.00	.00	2,308.00	9.45
7-1293-441-00-340-068-8-610	PHPR-GENERAL SUPPLIES	.00	63,908.00	.00	.00	63,908.00	.00
7-1293-441-00-340-069-8-610	ELC-GENERAL SUPPLIES	.00	55,136.00	.00	38,691.00	16,445.00	70.17
7-1293-441-00-340-070-7-610	PHHS-GENERAL SUPPLIES	.00	19,100.00	795.07	.00	18,304.93	4.16
7-1293-441-00-340-071-8-610	TECE-GENERAL SUPPLIES	.00	500.00	.00	.00	500.00	.00
7-1293-441-10-340-006-8-610	RLSS/LPHS-GENERAL SUPPLIES	.00	6,000.00	.00	.00	6,000.00	.00
7-1293-441-10-340-008-6-610	T.B. CONTROL-GENERAL SUPPLIES	.00	41,703.06	15,376.71	17,367.96	8,958.39	78.52
7-1293-441-10-340-011-6-610	TB PREV&CNTRL-GENERAL SUPPLIES	.00	20,768.00	.00	791.20	19,976.80	3.81
7-1293-441-10-340-012-6-610	IMM DIV LOCAL-GENERAL SUPPLIES	.00	30,589.44	14,651.80	15,180.29	757.35	97.52
7-1293-441-10-340-013-6-610	CPS/HAZARDS-GENERAL SUPPLIES	.00	41,949.08	14,504.51	23,999.84	3,444.73	91.79
7-1293-441-10-340-052-6-610	PRENATAL/MATERNITY-GENERAL SUPPLIES	.00	7,644.41	.00	2,184.80	5,459.61	28.58
7-1293-441-10-340-060-6-610	INFECTIOUS DISEASE-GENERAL SUPPLIES	.00	8,843.48	241.00	669.25	7,933.23	10.29
7-1293-441-10-340-061-6-610	TX HEALTHY COMMUNITIES-GENERAL SUPPLIES	.00	12,029.40	4,825.00	905.09	6,299.31	47.63
7-1293-441-10-340-070-7-610	PHHS-GENERAL SUPPLIES	.00	9,613.00	.00	.00	9,613.00	.00
7-1293-441-10-340-071-8-610	TECE-GENERAL SUPPLIES	.00	500.00	.00	.00	500.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1293 HEALTH DEPARTMENT GRANTS							
7-1293-441-11-340-061-6-610	TX HEALTHY COMMUNITIES-GENERAL SUPPLIES	.00	2,796.00	.00	.00	2,796.00	.00
1293 HEALTH DEPARTMENT GRANTS		**.00**	**541,152.64**	**89,284.07**	**118,831.24**	**333,037.33**	**38.46**
1294 JUVENILE PROBATION GRANTS							
7-1294-423-75-330-054-7-610	TJJD-A-MENTAL CBMH-GENERAL SUPPLIES	.00	3,245.79	116.02	.00	3,129.77	3.57
1294 JUVENILE PROBATION GRANTS		**.00**	**3,245.79**	**116.02**	**.00**	**3,129.77**	**3.57**
1297 ADULT PROBATION GRANTS							
7-1297-423-00-320-002-7-610	BASIC SUPERVISION-GENERAL SUPPLIES	.00	187,320.55	37,190.71	100,318.36	49,811.48	73.41
7-1297-423-00-320-014-7-610	DRUG CRT-GENERAL SUPPLIES	.00	27,291.00	9,526.93	9,089.31	8,674.76	68.21
7-1297-423-00-320-015-7-610	SEX OFFENDER CASELOAD-GENERAL SUPPLIES	.00	1,364.00	.00	.00	1,364.00	.00
7-1297-423-00-320-020-7-610	SATF-GENERAL SUPPLIES	.00	28,550.54	3,054.54	15,446.22	10,049.78	64.80
7-1297-423-00-320-045-7-610	ASSESSMENT UNIT-GENERAL SUPPLIES	.00	12,218.40	5,078.49	.00	7,139.91	41.56
1297 ADULT PROBATION GRANTS		**.00**	**256,744.49**	**54,850.67**	**124,853.89**	**77,039.93**	**69.99**
1350 CERTIFICATES OF OBLIGATION, SERIES 2016							
7-1350-414-00-130-025-0-610	CO2016-ELECTION VOTING MACHINES-GEN SUPP	.00	40,335.83	.00	.00	40,335.83	.00
1350 CERTIFICATES OF OBLIGATION, SERIES 2016		**.00**	**40,335.83**	**.00**	**.00**	**40,335.83**	**.00**
2102 JAIL COMMISSARY							
7-2102-423-21-280-015-0-610	JAIL COMMISSARY-GENERAL SUPPLIES	.00	390.00	.00	.00	390.00	.00
2102 JAIL COMMISSARY		**.00**	**390.00**	**.00**	**.00**	**390.00**	**.00**
2201 SELF-FUNDED HEALTH BENEFITS							
7-2201-415-00-115-009-0-610	DBM-HEALTH INS ADM-GENERAL SUPPLIES	3,000.00	3,000.00	739.04	.00	2,260.96	24.63
2201 SELF-FUNDED HEALTH BENEFITS		**3,000.00**	**3,000.00**	**739.04**	**.00**	**2,260.96**	**24.63**
2202 SELF-FUNDED WORKERS' COMP							
7-2202-419-50-115-065-0-610	DBM-W/C DIV-GENERAL SUPPLIES	5,000.00	5,000.00	1,434.28	2,284.16	1,281.56	74.37
2202 SELF-FUNDED WORKERS' COMP		**5,000.00**	**5,000.00**	**1,434.28**	**2,284.16**	**1,281.56**	**74.37**
7 YEAR 2017		**4,519,301.00**	**7,752,987.05**	**1,620,866.09**	**2,384,292.21**	**3,747,828.75**	**51.66**

AI-60403 **Closed Session** **23. C.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-5028-15-G; John Ray Rodriguez, et al vs. County of Hidalgo, Texas, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2017 01:09 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Monica Salinas		Started On: 06/22/2017 12:53 PM
Final Approval Date: 06/23/2017		

AI-60466 **Closed Session** **23. D.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5144-15-A; Joel Casares and Debbie Casares v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/23/2017 03:14 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Monica Salinas		Started On: 06/23/2017 03:12 PM
Final Approval Date: 06/23/2017		

AI-60360 **Closed Session** **23. E.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Elida Sanchez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/20/2017 03:12 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Aida Alvarez		Started On: 06/20/2017 02:02 PM
Final Approval Date: 06/23/2017		

AI-60369 **Closed Session** **23. F.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Lynda Faye Quiros-Dickerson

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/21/2017 10:19 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Aida Alvarez		Started On: 06/21/2017 09:27 AM
Final Approval Date: 06/23/2017		

AI-60396 **Closed Session** **23. G.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gabriel Espinoza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2017 10:41 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Aida Alvarez		Started On: 06/22/2017 10:39 AM
Final Approval Date: 06/23/2017		

AI-60383 **Closed Session** **23. H.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Nora Gonzalez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/21/2017 02:37 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Monica Salinas		Started On: 06/21/2017 02:22 PM
Final Approval Date: 06/23/2017		

AI-60421 **Closed Session** **23. I.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Maribel Reyna

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/23/2017 08:29 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Monica Salinas		Started On: 06/22/2017 05:10 PM
Final Approval Date: 06/23/2017		

AI-60404 **Open Session** **25. C.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-5028-15-G; John Ray Rodriguez, et al vs. County of Hidalgo, Texas, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2017 01:09 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Monica Salinas		Started On: 06/22/2017 12:54 PM
Final Approval Date: 06/23/2017		

AI-60467 **Open Session** **25. D.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5144-15-A; Joel Casares and Debbie Casares v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/23/2017 03:14 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Monica Salinas		Started On: 06/23/2017 03:13 PM
Final Approval Date: 06/23/2017		

AI-60361 **Open Session** **25. E.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Elida Sanchez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/20/2017 03:12 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Aida Alvarez		Started On: 06/20/2017 02:04 PM
Final Approval Date: 06/23/2017		

AI-60370 **Open Session** **25. F.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Lynda Faye Quiros-Dickerson

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/21/2017 10:19 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Aida Alvarez		Started On: 06/21/2017 09:28 AM
Final Approval Date: 06/23/2017		

AI-60397 **Open Session** **25. G.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gabriel Espinoza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2017 10:41 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Aida Alvarez		Started On: 06/22/2017 10:40 AM
Final Approval Date: 06/23/2017		

AI-60384 **Open Session** **25. H.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Nora Gonzalez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/21/2017 02:37 PM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Monica Salinas		Started On: 06/21/2017 02:33 PM
Final Approval Date: 06/23/2017		

AI-60422 **Open Session** **25. I.**

CC - REGULAR

Meeting Date: 06/27/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Maribel Reyna

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/23/2017 08:29 AM
Final Approval	Monica Salinas	06/23/2017 06:36 PM
Form Started By: Monica Salinas		Started On: 06/22/2017 05:11 PM
Final Approval Date: 06/23/2017		