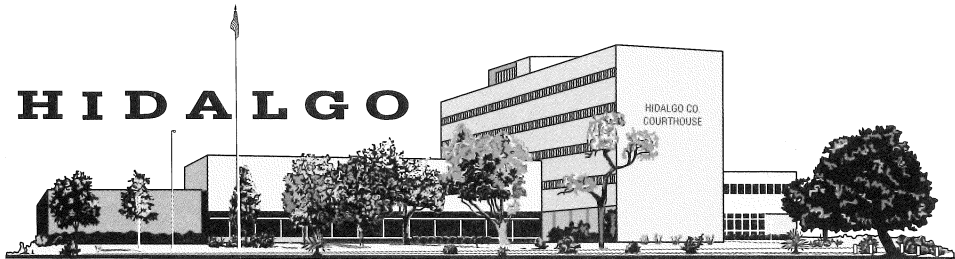


# COUNTY of HIDALGO



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](http://www.co.hidalgo.tx.us/auditor)

August 17, 2023

The Honorable Richard F. Cortez, Hidalgo County Judge  
The Honorable David Fuentes, Commissioner, Precinct No. 1  
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2  
The Honorable Everardo Villarreal, Commissioner, Precinct No. 3  
The Honorable Ellie Torres, 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, Linda Fong, Interim 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
\$30,670.00	Award No. HHS000687600001 Amend No. 5 CHS/TV-PRENATAL CHS-Title-V-Prenatal Services

CERTIFIED BY:

  
\_\_\_\_\_  
Linda Fong, CPFO  
Interim County Auditor

08/18/2023  
Date

**HIDALGO COUNTY DISTRICT JUDGES**

LUIS M. SINGLETERRY JUDGE, 92 <sup>ND</sup> D.C.	FERNANDO MANCIAS JUDGE, 93 <sup>RD</sup> D.C.	J. R. "BOBBY" FLORES JUDGE, 139 <sup>TH</sup> D.C.	ROSE GUERRA REYNA JUDGE, 206 <sup>TH</sup> D.C.	MARLA CUELLAR JUDGE, 275 <sup>TH</sup> D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332 <sup>ND</sup> D.C.	NOE GONZALEZ JUDGE, 370 <sup>TH</sup> D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389 <sup>TH</sup> D.C.	L. KENO VASQUEZ JUDGE, 398 <sup>TH</sup> D.C.	ISRAEL RAMON, JR. JUDGE, 430 <sup>TH</sup> D.C.	RENEE R. BETANCOURT JUDGE, 449 <sup>TH</sup> D.C.	JOSE "JOE" RAMIREZ JUDGE, 464 <sup>TH</sup> D.C.	YSMAEL FONSECA JUDGE, 476 <sup>TH</sup> D.C.
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**AI-91988**

**Health & Human Services Dept.**

**CC REGULAR AGENDA REGULAR MTG**

**Meeting Date:** 08/22/2023

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Mike Escaname

**Department:** HEALTH & HUMAN SERVICES DEPT.

**CAPTION**

1. Requesting approval to accept and for County Judge to e-sign the Title V Prenatal Medical and Dental Grant Services contract HHS000687600001, Amendment No. 5 in the amount \$30,670.00 and for the period of September 1, 2023 to August 31, 2024.
2. Requesting approval of the certification of revenue in the amount of \$30,670.00 and appropriation of the same.

**BACKGROUND**

This is an amendment to the existing grant program. No grant application was submitted.

**Fiscal Impact**

**CALENDAR YEAR:** 2023

**ACCT. #:** 3-1293-441-00-340-052-4-XXX

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

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

**BUDGETARY IMPACT:**

No local match required.

**Attachments**

Grant Contract Amendment  
Budget Appropriation

**Form Review**

**Inbox**  
**Reviewed By**  
Mike Escaname  
**Form Started By:** Mike Escaname

**Date**  
08/08/2023 10:12 AM  
**Started On:** 08/08/2023 10:12 AM



Javier Flores <javier.flores@auditor.co.hidalgo.tx.us>

**Fwd: Request for Certification of Revenue - \$30,670.00 - Title V Prenatal FY 24**

1 message

**Brianda Gomez** <brianda.gomez@auditor.co.hidalgo.tx.us>  
To: Javier Flores <javier.flores@auditor.co.hidalgo.tx.us>

Fri, Aug 11, 2023 at 8:30 AM

Good morning Javier,

Please prepare the Certification of Revenue for the -052 Fiscal Year 24.

Thank you,

----- Forwarded message -----

From: **Miguel Escaname** <miguel.escaname@hchd.org>  
Date: Tue, Aug 8, 2023 at 2:20 PM  
Subject: Request for Certification of Revenue - \$30,670.00 - Title V Prenatal FY 24  
To: Brianda Gomez <brianda.gomez@auditor.co.hidalgo.tx.us>, Minerva Diaz <minerva.diaz@auditor.co.hidalgo.tx.us>  
Cc: Carlos Oliva <carlos.oliva@hchd.org>

Hello Brianda,

I'd appreciate it if you can arrange to have a certification of revenue prepared in the amount of \$30,670.00 for the Title V Prenatal FY 24 grant program that will be presented to Court on 08/22/2023. See attached.

Thank you.




--

*Mike Escaname*

Division Manager, Financial Accounting  
Hidalgo County Health & Human Services Department  
1304 S. 25<sup>th</sup> Ave  
Edinburg, TX 78542-7205  
Main Line (956) 383-6221  
Direct Line (956) 292-7000 ext. 7210

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**3 attachments**

-  **Amending\_\$19094600\_HHS000687600001\_HIDALG.pdf**  
575K
-  **08.22.23 - AI-91988 Acceptance of the Title V Prenatal FY 24.pdf**  
118K
-  **Appropriation - Prenatal.pdf**  
119K

FY24 Title V PMD Renewal Amendment

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
HIDALGO COUNTY HEALTH DEPARTMENT  
HHSC CONTRACT NO. HHS000687600001**

**AMENDMENT NO. 5**

The Health and Human Services Commission (“**HHSC**” or “**System Agency**”) and Hidalgo County Health Department (“**Grantee**”), collectively referred to as the “**Parties**” to that certain Title V Prenatal Medical and Dental Grant Services Contract that was effective September 1, 2020 and denominated as HHSC Contract No. HHS000687600001 (the “**Contract**”), as amended, now desire to further amend the Contract.

**Whereas**, the Parties desire to revise the Budget and revise the Statement of Work;

**Whereas**, the Parties have chosen to exercise their option to extend the term of the Contract in accordance with Section 9.1 of Attachment C to the Contract.

**Now, therefore**, the Parties amend and modify the Contract as follows:

1. **Section III, Duration**, of the Contract is amended to show a revised termination date of August 31, 2024, unless renewed, extended, or terminated earlier pursuant to the terms and conditions of the Contract.
2. **Section IV, Budget**, of the Contract is amended by adding funding to state fiscal year 2024 in the amount of **\$30,670.00**. The total not-to-exceed amount of this Contract is increased to **\$190,946.00**. All expenditures under the Contract must be within the contract period, and in accordance with the Title V Policy Manual and Attachment B of the Contract.
3. **Section IV, Budget**, of the Contract is amended to add the following statement after the last paragraph of Section IV:

HHSC reserves the right to reduce the contract award to the amount expended per fiscal year.

4. **Section 1 of Attachment B, Budget**, is deleted in its entirety and replaced with the following:

## FY24 Title V PMD Renewal Amendment

<b>Table 1 – Budget Categories</b>		<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY2023</b>	<b>FY2024</b>
<b>Prenatal Medical (including costs for laboratory and case management)</b>	Number of clients to be served	0	502	156	156	156
	Average cost per client	\$0.00	\$197.00	\$197.00	\$197.00	\$197.00
	Total \$ Amount for all services provided	\$0.00	\$98,936.00	\$30,670.00	\$30,670.00	\$30,670.00
<b>Prenatal Dental</b>	Number of clients to be served	0	0	0	0	0
	Average cost per client	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total \$ Amount for all services provided	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

5. Attachment A, Statement of Work, of the Contract is deleted in its entirety and replaced with Attachment A-1 Revised Statement of Work.
6. This Amendment shall be effective as of September 1, 2023.
7. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
8. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.
9. Any further revisions to the Contract shall be by written agreement of the Parties.

**Signature Page Follows**

FY24 Title V PMD Renewal Amendment

**HHSC CONTRACT NO. HHS000687600001  
SIGNATURE PAGE FOR AMENDMENT NO. 5**

**HEALTH AND HUMAN SERVICES  
COMMISSION**

**HIDALGO COUNTY HEALTH  
DEPARTMENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Richard F Cortez

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

Title: Hidalgo County Judge

Date of Execution: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**The following Attachment is attached and incorporated as part of the Contract:**

**Attachment A-1      Revised Statement of Work**

FY24 Title V PMD Renewal Amendment

**Attachment A-1**  
**Revised Statement of Work**

**Attachment A-1**  
**Revised Statement of Work**  
**Title V**  
**Prenatal Medical and Dental**

**1. GRANTEE RESPONSIBILITIES**

*To participate as a provider under this contract, the Grantee must:*

- 1.1 Ensure compliance with this contract including these grantee contractual responsibilities.
- 1.2 Provide or assure the provision of prenatal medical and/or prenatal 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 have an established referral relationship with a qualified provider for each approved service which it does not provide.
- 1.3 Grantee agrees to submit data and billing within thirty (30) days of services, according to the business requirements in the current Title V Maternal and Child Health Fee for-Service Program Policy Manual which can be accessed at <https://www.hhs.texas.gov/providers/health-services-providers/title-v-maternal-child-health-fee-service-program>.
- 1.4 Provide Title V Prenatal Maternal and Dental Services service in accordance with the terms of this contract and with the System Agency Request for Applications (RFA) No. HHS0001365, attached hereto and made a part hereof as **Attachment H**.
- 1.5 Provide services only to eligible individuals. To be eligible for Title V Prenatal Medical and/or Dental, an individual must be:
  1. A pregnant woman;
  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 a change in pregnancy status or income.

Grantee will screen all applicants for Title V eligibility and will 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.

- 1.6 Notify the System Agency/ 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).
- 1.7 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 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 \$30. A client shall not be denied services due to inability to pay.
- 1.8 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.
- 1.9 Allow System Agency to conduct on-site and remote 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.
- 1.10 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.

## **2. PERFORMANCE MEASURES**

- 2.1 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.
- 2.2 Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of System Agency.

## **3. SERVICE DELIVERY AREA (S)**

Contractor shall perform the activities in the service area designated in this contract.

## **4. BILLING INSTRUCTIONS**

- 4.1 Grantee shall bill System Agency on a monthly basis for allowable services provided to Title V eligible clients. All allowable services shall be submitted as aggregate activity reports with a System Agency Monthly Reporting Packet 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.

- 4.2 Grantee shall request payment using the Monthly Reporting Packet, for Title V Fee for Service Program. Grantee shall submit a billing strip as additional supporting documentation.
- 4.3 Grantee shall submit the Monthly Reporting Packet and supporting documentation to the email listed in the packet and shall be submitted each month for actual expenditures of the program, even if there are zero monthly expenditures or the contract award has been reached.
- 4.4 Grantee shall request payment from System Agency as directed by the Title V Maternal and Child Health Fee for Service Program Policy Manual whether via voucher or a web-based system.
- 4.5 Grantee shall submit a "Financial Reconciliation Report" no later than sixty (60) days after the end of the attachment term. This report must be signed and marked "Final" and shall be emailed to email address(es) listed on the Financial Reconciliation Report.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 At the request of HHSC, contractor may be required to provide additional supportive documentation with invoices.

## **5. AVAILABLE FUNDING**

- 5.1 HHSC reserves the right to re-allocate grant funds to prevent underutilization in the event HHSC determines, in its sole discretion, that a Grantee cannot reasonably utilize all funds awarded.
- 5.2 HHSC reserves the right, where allowed by legal authority, to redirect fund in the event of financial shortfalls. HHSC Program will monitor Contractor's expenditures on a quarterly basis. If projected expenditures are below the total contract amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term.

## **6. REIMBURSEMENT FOR TITLE V MATERNAL AND CHILD HEALTH SERVICES**

Grantees are reimbursed for allowable Prenatal medical and/or Prenatal dental services on a fee-for- service basis using established reimbursement rates available online at <https://hhs.texas.gov/doing-business-hhs/provider-portals/health-services-providers/title-v-maternal-child-health-fee-service-program/forms-resources>

- 6.1 Grantees must bill HHSC on a monthly basis for services delivered using invoice templates provided annually or when changes to templates are necessary by HHSC.
- 6.2 Reimbursement requests are due to HHSC within thirty (30) days after the end of the month in which services were provided. Rates are subject to change at HHSC's sole discretion.
- 6.3 Reimbursement request for the month of September, must be submitted and reimbursed by December 31. Submission that does not meet the above requirement will not be processed.
- 6.4 Specific requirements related to the provision of Title V services are found in the Title V Maternal and Child Health Fee for Service Program Policy Manual at <https://hhs.texas.gov/doing-business-hhs/provider-portals/health-services-providers/title-v-maternal-child-health-fee-service-program>

Title V rate worksheets including reimbursement codes, service and procedure descriptors and reimbursement rates can be found at <https://hhs.texas.gov/doing-business-hhs/provider-portals/health-services-providers/title-v-maternal-child-health-fee-service-program/forms-resources>

**Certificate Of Completion**

Envelope Id: 442735F33FE942208071F38833554A8A  
Subject: Amending \$190,946.00; HHS000687600001; HIDALGO COUNTY A5; HHSC/HDS/HDIS/FCS  
Procurement Number:  
Source Envelope:  
Document Pages: 17  
Certificate Pages: 2  
AutoNav: Enabled  
Envelope Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent  
Envelope Originator:  
Texas Health and Human Services Commission  
1100 W. 49th St.  
Austin, TX 78756  
PCS\_DocuSign@hhsc.state.tx.us  
IP Address: 168.60.253.53

**Record Tracking**

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Pool: FedRamp  
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Location: DocuSign  
Location: DocuSign

Security Appliance Status: Connected  
Storage Appliance Status: Connected

**Signer Events**

Richard F Cortez  
countyjudge@co.hidalgo.tx.us  
Hidalgo County Judge  
Hidalgo County  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Faith Sandberg-Rodriguez  
faith.sandberg-rodriguez@hhs.texas.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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**Signature**

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**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Janete Olague  
janete.olague01@hhs.texas.gov  
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anita.cavazos@hhs.texas.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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Eduardo Olivarez  
Eduardo.olivarez@hchd.org  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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Aparna Aavula  
aparna.aavula@hhs.texas.gov  
Security Level: Email, Account Authentication  
(None)

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**Notary Events**

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**Timestamp**

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**Status**

**Timestamps**

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8/8/2023 9:37:17 AM

**Payment Events**

**Status**

**Timestamps**

DATE: August 22, 2023

2023
Appropriation
AI-91988



DEPARTMENT HEAD: Eduardo Olivarez

DEPARTMENT NAME: Health & Human Services

ACCOUNT NUMBER: 3-1293-441-00-340-052-4-XXX

Contact Person: Mike Escaname Ph#: (956) 383-6221

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).

Table with 3 columns: INCREASE ACCOUNT NUMBER(S), ACCOUNT (OBJECT) NAME, and AMOUNT. It lists budget amendments for prenatal services with a total budget increase of 30,670.00.

REASON: Appropriation of funds for TITLE V PRENATAL program that starts on 09/01/23 and ends on 08/31/2024.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK