CITY OF DEL RIO, TEXAS
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS - CITY HALL
109 WEST BROADWAY
TUESDAY, DECEMBER 27, 2016 - 6:30 P.M.

AGENDA

ITEM NO.	DESCRIPTION

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION - Pastor Ruben Herrera, Tabernacle Assembly of God

4. PLEDGE OF ALLEGIANCE

5. **CITIZEN COMMENTS**
(NO ACTION WILL BE TAKEN)

This is the opportunity for visitors and guests to address the City Council on any issue. City Council may not discuss any presented issue, nor take any action on any issue. A sign-up sheet is available for citizens who wish to address the Council. Please limit remarks to three minutes. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

6. **MAYOR'S COMMENTS**

7. **PUBLIC HEARING**

8. **INFORMATION ITEMS**

9. **CONSENT AGENDA**
(ACTION MAY BE TAKEN ON THESE MATTERS)

This is a procedure to help facilitate the meeting with a CONSENT AGENDA. One motion will approve all action items, noted as consent. These are routine matters which are repeated on the agenda. Approval means they will be implemented as recommended by the administration. Prior to acting on the consent agenda, any Councilmember may have a consent item withdrawn from this portion of the agenda so that it may be discussed prior to action.

10. **ORDINANCES**
(ACTION MAY BE TAKEN ON THESE MATTERS)

a. O: 2016 - 157 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing and Directing the City Manager, Henry Arredondo to Ratify the Acceptance of WIC Contract Under the WIC Grant Agreement between the Department of State Health Services (DSHS) and the City of Del Rio - Karina Cienega, WIC Director

b. O: 2016 - 158 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing and Directing the City Manager, Henry Arredondo to Award a Contract to Agate Steel, Inc. for the Construction of T-6 Prefabricated Aircraft Sun Shades at Laughlin Air Force Base Funded through the Defense Economic Adjustment Assistance Grant from the Office of the Governor, Texas Military Preparedness Commission - Janice Pokrant, City Planner

c. O: 2016 - 159 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing and Directing the City Manager, Henry Arredondo to Accept a contract Agreement with Val Verde Nursing and Rehabilitation Center for Transportation Services - Elsa Reyes, Transportation Director

d. O: 2016 - 160 An Ordinance By the City Council of the City of Del Rio, Texas Authorizing and Directing the City Manager, Henry Arredondo to Execute the Change Order No. 1 with Carrillo & Associates, Inc. - Alejandro Garcia, Public Works Director

11. **RESOLUTIONS**
(ACTION MAY BE TAKEN ON THESE MATTERS)

a. R: 2016 - 078 A Resolution by the City Council fo the City of Del Rio, Texas Authorizing and Directing City Manager, Henry Arredondo to Advertise and Issue Invitations for Bids for the 2016 Texas Department of Agriculture TXCDBG Community Block Grant for the North Main Street Sidewalks Project No. 7216121 - Alejandro Garcia, Public Works Director

b. R: 2016 - 079 A Resolution Establishing a Charter Review Committee for the Purpose of Proposing Amendments to the City Charter of the City of Del Rio, Texas - Suzanne West, City Attorney:

c. R: 2016 - 080 A Resolution by the City Council of the City of Del Rio, Texas in Support of the Extension in support of the Extension of Interstate 27 Along the Ports-To-Plains Corridor - Henry Arredondo, City Manager

d. R: 2016 - 081 A Resolution by the City Council of the City of Del Rio, Texas Authorizing and Directing City Manager, Henry Arredondo to sign the Interlocal Agreement between City of Del Rio and San Felipe Del Rio Consolidated Independent School District for the use of the San Felipe Springs Golf Course - Jose Elias Casteneda, Golf Course Superintendent and Esmeralda Meza, Community Services Director

12. **OTHER BUSINESS**
(ACTION MAY BE TAKEN ON THESE MATTERS)

a. Discussion and Possible Action by the City Council of the City of Del Rio, Texas on Selection of a project for the City's application for the 2017/2018 TXCDBG Community Development Fund Grant - Alejandro Garcia, Public Works Director

b. New Fire Chief Hire Status - John Sheedy, Councilman

13. **EXECUTIVE SESSION**
(ACTION MAY BE TAKEN ON THESE MATTERS)

14. **ADJOURNMENT**

* NOTE: The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act.

I, Alma Levrie, Interim City Secretary, hereby certify that the above agenda was posted on the bulletin board in the Municipal Building and on the bulletin board immediately outside the Municipal Building on or before 6:30 p.m. on the 23rd day of December 2016.

Alma Levrie, City Secretary

City Council Regular **10. a.**

Meeting Date: 12/27/2016

Submitted By: Esmeralda Meza, Community Services Director, COMMUNITY SERVICE

Information

SUBJECT:

O: 2016 - 157 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing and Directing the City Manager, Henry Arredondo to Ratify the Acceptance of WIC Contract Under the WIC Grant Agreement between the Department of State Health Services (DSHS) and the City of Del Rio - Karina Cienega, WIC Director

SUMMARY:

Discussion and possible action on an ordinance authorizing City Manager Henry Arredondo to ratify the acceptance of WIC Contract Under the WIC Grant Agreement between the Department of State Health Services and the City of Del Rio.

BACKGROUND:

City of Del Rio WIC Program applies annually for the WIC Grant. City of Del Rio WIC Program Agency #44 has been awarded $554,746.00 for the contract period for fiscal year 2017 beginning October 1, 2016 through September 30, 2017. Funding with total reimbursement not to exceed $554,746.00 for FY 2017 that is divided into four different projects: WIC Funding, Peer Counselor, Registered Dietitian, and Lactation Services. The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) provides Federal grants to States for supplemental foods, health care referrals, and nutrition education for low-income pregnant, breastfeeding, and non-breastfeeding postpartum women, and to infants and children up to age five who are found to be at nutritional risk. City of Del Rio WIC Program applies annually for the WIC Grant. The WIC Contract is an agreement between the Department of State Health Services (DSHS) and City of Del Rio.

DISCUSSION:

Funding will not exceed $492,828.00 for WIC Funding to be allocated under administration, nutrition education and breastfeeding. Funding will not exceed $37,918.00 for Peer Counselor funding to be allocated under breastfeeding. This funding can be used for training and salaries of peer counselors who assist pregnant and breastfeeding WIC participants. It can also be used for communication equipment you may have requested and travel expenses peer counselors may incur in the course of performing their job duties or attending training and/or conferences. Funding will not exceed $12,000.00 for Registered Dietitian funding to be allocated under administration, nutrition education, and breastfeeding. Use this special funding for reimbursement of RD duties. All local agencies are required to have an RD on staff or contract per WIC Policy GA:14.0 Funding will not exceed $12,000.00 for Lactation Services Funding to be allocated under breastfeeding. Funds are being provided to help local agency provide breastfeeding assistance to WIC participants and WIC staff. This funding can be used for contact or regular WIC employees. The local agency will be reimbursed for the following expenses: feeds paid to counsel WIC moms with breastfeeding problems that are beyond the expertise of WIC staff, provide training to WIC staff, conduct special breastfeeding classes or support group sessions or assist with WIC sponsored workshops for health-care professionals, reimburse local agency staff for fees paid to prepare for (i.e study materials) or take the International Board of Lactation Consultant Examiners (IBCLCE) exam, pay for equipment that would complement lactation consults such as nipple shields and shells, nursing bras, large and extra large breast pump flanges, and supplemental nursing systems, pay for reference books and teaching aids such as breastfeeding dolls, stuffed breasts, belly balls, flip charts and other teaching tools, and pay for equipment to establish and supply a nursing room to be used for lactation consultations and a private place for WIC moms to nurse and pump. All categories of costs billed to DSHS WIC Program, and allocation of such costs, shall be in accordance with the "Plan to Allocate Costs" (PADC) submitted by the City of Del Rio WIC Program and approved by the DSHS WIC Program.

PROS:

Continue to provide nutrition and breastfeeding education, and referrals to outside resources. Continue to provide food benefits, pumps, and formula

CONS:

Increased responsibility and duties of current staff members.

RECOMMENDATION:

Staff recommends approving ordinance to be able to continue to provide the WIC services of nutrition and breastfeeding education and supplemental food program received by eligible Val Verde County residents.

Fiscal Impact

FISCAL IMPACT:

$554,746.00

Attachments

WIC Grant Ordinance

FY2017 WIC Contract

FY2017AwardLetter

ORDINANCE NO. O: 2016 - 157

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS AUTHORIZING AND DIRECTING THE CITY MANAGER HENRY ARREDONDO TO RATIFY THE WIC CONTRACT UNDER THE WIC GRANT AGREEMENT BETWEEN THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) AND CITY OF DEL RIO

WHEREAS, the City of Del Rio WIC Program applies annually for the WIC Grant. City of Del Rio WIC Program Agency #44 has been awarded $554,746.00 for the contract period for fiscal year 2017 beginning October 1, 2016 through September 30, 2017.

WHEREAS, the funding with total reimbursement not to exceed $554,746.00 for FY 2017 that is divided into four different projects: WIC Funding, Peer Counselor, Registered Dietitian, and Lactation Services.

WHEREAS, funding will not exceed $492,828 for WIC funding to be allocated under administration, nutrition education and breastfeeding.

WHEREAS, funding will not exceed $37,918 for Peer Counselor funding to be allocated under breastfeeding. This funding can be used for training and salaries of peer counselors who assist pregnant and breastfeeding WIC participants. It can also be used for communication equipment you may have requested and travel expenses peer counselors may incur in the course of performing their job duties or attending training and/or conferences.

WHEREAS, funding will not exceed $12,000 for Registered Dietitian funding to be allocated under administration, nutrition education and breastfeeding. Use this special funding for reimbursement of RD duties. All local agencies are required to have an RD on staff or contract per WIC Policy GA:14.0.

WHEREAS, funding will not exceed $12,000 for Lactation Services Funding to be allocated under breastfeeding. Funds are being provided to help local agency provide breastfeeding assistance to WIC participants and WIC staff. This funding can be used for contract or regular WIC employees. The local agency will be reimbursed for the following expenses: fees paid to counsel WIC moms with breastfeeding problems that are beyond the expertise of WIC staff, provide training to WIC staff, conduct special breastfeeding classes or support group sessions or assist with WIC sponsored workshops for health-care professionals, reimburse local agency staff for fees paid to prepare for (ie study materials) or take the International Board of Lactation Consultant Examiners (IBCLE) exam, pay for equipment that would complement lactation consults such as nipple shields and shells, nursing bras, large and extra-large breast pump flanges, and supplemental nursing systems, pay for reference books and teaching aids such as breastfeeding dolls, stuffed breasts, belly balls, flip charts and other teaching tools, and pay for equipment to establish and supply a nursing room to be used for lactation consultations and a private place for WIC moms to nurse and pump.

WHEREAS, all categories of costs billed to DSHS WIC Program, and allocation of such costs, shall be in accordance with the "Plan to Allocate Direct Costs" (PADC) submitted by the City of Del Rio WIC Program and approved by the DSHS WIC Program.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS, THAT:

1. City Manager Henry Arredondo is hereby authorized and directed to ratify the WIC Grant Agreement not to exceed the amount of $554,746 for the contract ending 9/30/2017.

2. City Manager Henry Arredondo is hereby authorized to take the necessary actions to fulfill the terms of the contract.

PASSED AND APPROVED.

Section 2. **Effective Date.**

This Ordinance shall become effective October 1, 2016 for fiscal year 2017.

PASSED AND APPROVED on this 27th day of December 2016

_____
ROBERT GARZA
Mayor

ATTEST:

_____
ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION:

_____
HENRY ARREDONDO
City Manager

REVIEW AS TO FORM AND LEGALITY:

_____
SUZANNE WEST
City Attorney

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
CITY OF DEL RIO ("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 TEXAS DEPARTMENT OF STATE HEALTH SERVICES ("HHS") and CITY OF DEL RIO ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 2017-049742-001, in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

ATTACHMENT 1. 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.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER: 2017-049742-001

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 H
DSHS NON-EXCLUSIVE LIST OF APPLICABLE LAWS

Contractor is responsible for reviewing and complying with any applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor shall comply with the following:

a. Statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit 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 USC §§ 2000d et seq.;
   2. Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686;
   3. Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a);
   4. Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.;
   5. Age Discrimination Act of 1975, 42 USC §§ 6101-6107;
   6. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91;
   7. U.S. Department of Labor, Equal Employment Opportunity E.O. 11246;
   8. Tex. Labor Code Chapter 21;
   9. Food Stamp Act of 1977 (7 USC §§ 2011 et seq.);
   10. Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations;
   11. Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
   12. Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
   13. Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing; and
   14. DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;

b. Immigration Reform and Control Act of 1986, 8 USC § 1324a, and Immigration Act of 1990, 8 USC 1101 et seq., as amended by Public Law113-4 (March 7, 2013), regarding employment verification; and Illegal Immigration Reform and Immigrant Responsibility Act of 1996;

c. Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;

d. National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), regarding human subjects involved in research;

e. Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7324-26, which limits the political activity of employees whose employment is funded with federal funds;

f. Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;

g. Texas Government Code Chapter 469 pertaining to eliminating architectural barriers for persons with disabilities;

h. Texas Workers' Compensation Act, Texas Labor Code Chapters 401-406, and 28 Texas Administrative Code (TAC) pt. 2, regarding compensation for employees' injuries;

i. The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;

j. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR §1910.1030, or Title 25 Tex. Admin Code Chapter 96 regarding safety standards for handling blood borne pathogens;

k. Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;

l. Environmental standards pursuant to the following:

ATTACHMENT H
DSHS NON-EXCLUSIVE LIST OF APPLICABLE LAWS

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. Federal Water Pollution Control Act, 33 USC §§ 1251 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. Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§ 7401 et seq.;
10. Wild and Scenic Rivers Act of 1968, 16 USC §§ 1271 et seq., related to protecting certain river systems; and

m. Lead-Based Paint Poisoning Prevention Act, 42 USC §§ 4821 et seq., prohibiting the use of lead-based paint in residential construction or rehabilitation;

n. 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 CFR Part1200 et seq;

o. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of, 42 USC §§4601 et seq (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;

p. Davis-Bacon Act, 40 USC §§ 3141-3148;

q. Copeland Act, 40 USC §§ 276c and 18 USC § 874;

r. Contract Work Hours and Safety Standards Act, 40 USC § 3702 et seq., regarding labor standards for federally-assisted construction subagreements;

s. National Historic Preservation Act of 1966, § 106, 16 USC § 470; Executive Order 11593; and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;

t. Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);

u. Executive Order 13513 (Oct. 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of this Contract;

v. Whistleblower Protection Enhancement Act (5 U.S.C. 2302(b)(8)) and Texas Whistleblower Act (Tex.Gov. Code Chapter 554); and

w. Requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 2017-049742-001
UNDER THE
WOMEN, INFANT AND CHILDREN'S NUTRITION PROGRAM GRANT PROGRAM

I. PURPOSE

The Department of State Health Services ("System Agency"), a pass-through entity, and City of Del Rio ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for Women, Infant and Children's Nutrition Program (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of 42 U.S.C. § 1786, 7 CFR Part 246, and Chapter 32 of the Texas Health & Safety Code.

II. DURATION

This Contract is effective on October 1, 2016 and terminates on September 30, 2017, unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

III. BUDGET

The total amount of this Contract will not exceed **FIVE HUNDRED FIFTY-FOUR THOUSAND SEVEN HUNDRED FORTY-SIX DOLLARS ($554,746.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT A, STATEMENT OF WORK**.

IV. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Department of State Health Services
1100 W. 49th Street, Austin, TX 78756
Attention: Cynthia Wright, DSHS Contract Manager
cynthia.wright@dshs.state.tx.us

Grantee
City of Del Rio
109 West Broadway, Del Rio, TX 78840
harredondo@cityofdelrio.com
Attention: Henry Arredondo

V. 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
Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee
City of Del Rio
109 West Broadway, Del Rio, TX 78840
Attention: Henry Arredondo

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.

VI. ADDITIONAL GRANT INFORMATION

Federal Award Identification Number (FAIN): 16166TX506W1003

Federal Award Date: 10/01/16 thru 09/30/17

Name of Federal Awarding Agency: United States Department of Agriculture Food and Nutrition Service

CFDA Name and Number: 10.557

Awarding Official Contact Information:
FNS Southwest Regional Office
Food and Nutrition Service
1100 Commerce Street, Room 522
Dallas, TX 75242-9980
Telephone (214)290-9810

DUNS: 078482262

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 2017-049742-001

DEPARTMENT OF STATE HEALTH SERVICES	GRANTEE
_____	_____
Evelyn Delgado Associate Commissioner Family and Community Health Services	Name: _____ Title: _____
Date of execution: _____	Date of execution: _____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 2017-049742-001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A - STATEMENT OF WORK
ATTACHMENT B - UNIFORM TERMS AND CONDITIONS
ATTACHMENT C - GENERAL AFFIRMATIONS
ATTACHMENT D - SUPPLEMENTAL & SPECIAL CONDITIONS
ATTACHMENT E - FEDERAL ASSURANCES AND CERTIFICATIONS
ATTACHMENT F - FFATA
ATTACHMENT G - DATA USE AGREEMENT
ATTACHMENT H - NON-EXCLUSIVE LIST OF APPLICABLE LAWS

ATTACHMENTS FOLLOW

ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Perform professional, administrative and clerical services necessary to determine eligibility, provide food benefits, and provide appropriate nutrition education and counseling to qualified women, infants and children in a specified geographic area. Grantee shall ensure adequate staff coverage and uninterrupted delivery of services. Services shall be performed according to the statutes, rules, policies, and directives of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and/or as directed by the United States Department of Agriculture (USDA) as referenced in this Contract. During the term of this Contract, the USDA may issue regulations, instructions, policies and/or directives, which may be incorporated into the current System Agency WIC Program Policy and Procedures Manual and program rules.

B. Provide services within the state boundaries of Texas and in the approved clinic locations described in Grantee's approved application which is incorporated herein by reference and made a part of this Contract.

C. Assist System Agency or USDA in the collection of data that will identify benefits of this nutrition intervention program and furnish financial, health, nutrition education and any other special reports in a timely manner as required by System Agency's WIC Program policies and procedures for the compilation of such data.

D. Determine eligibility of applicants through assessment of their categorical income, residence and nutritional status, and provide nutrition education and counseling to eligible participants.

E. Become and maintain designation as a Mother-Friendly Worksite in accordance with 25 Tex. Admin. Code § 31.1.

F. Appoint a Grantee WIC Director/Supervisor.

G. Train Local Agency staff. The term "Local Agency" is defined at 7 CFR § 246.2.

H. Conduct outreach to potential participants.

I. Complete surveys as requested.

J. Complete part one, part two, or both, as follows:

1. Part One: Coordinate with System Agency to visit the physical address of a proposed grocery store outlet and determine if a store exists. Grantee shall send System Agency an email correspondence indicating findings.

2. Part Two: In accordance with current System Agency WIC policies and procedures, coordinate with System Agency to schedule and conduct an on-site evaluation of the WIC authorized vendor upon request by System Agency and complete the On-site Evaluation within thirty (30) days and submit the form electronically to System Agency within one (1) business day.

K. Determine participants' access to health care, medical care and other human services, and make appropriate referrals. Grantee shall have a system in place to provide participants with appropriate health services or make appropriate referrals to health care providers under written agreements that ensure confidentiality of participants' personal information.

L. Issue pre-numbered WIC Electronic Benefit Transfer (EBT) cards furnished by System Agency to qualified participants who shall use such EBT cards to obtain specified food items from participating vendors; maintain complete accountability and security of all WIC EBT cards received from System Agency. Grantee shall be held financially responsible for all unaccounted WIC EBT cards and/or for the redeemed value of those issued to ineligible participants. In addition, Grantee shall be held financially liable for issuance of infant formula instruments that are not authorized or prescribed according to the System Agency WIC Policy and Procedures Manual.

M. Permit System Agency or its agent to install telecommunications equipment at all Grantee WIC clinics and administrative offices using Management Information System (MIS), or software on a network or stand-alone personal computer. Grantee is required to permit installation at all its permanent WIC sites. Grantee will notify System Agency not less than forty-five (45) days prior to the relocation of a site or the deployment of a new site to allow System Agency or its agent to install telecommunications equipment.

N. Connect portable computers (e.g. notebooks or laptops) that use MIS software daily to a System Agency-provided telecommunications access point to transfer data to and receive updates from System Agency. Data transfer and update connection must be made on each day that Grantee provides WIC services. Portable computers may use the provided wireless connection or go to any of the Grantee's permanent WIC sites for data transfer.

O. Review the immunization records of WIC Program applicants/participants to ensure that immunizations are current. Make appropriate referrals to health care providers for necessary immunizations according to WIC Program policy.

P. Offer services during extended hours of operation outside the traditional times of 8:00 a.m. to 5:00 p.m., Monday through Friday, according to the Grantee's System Agency-approved Annual Plan of Operations, which incorporated by reference and made a part of this Contract.

Q. Implement or expand Grantee's Breastfeeding Peer Counseling program to provide training and salary of peer counselors who assist pregnant and breastfeeding WIC program participants in normal breastfeeding situations. Provide clients with after-hours peer counseling services. Funding for this activity will be contingent on availability and written approval by System Agency.

R. Implement or expand Grantee's Breastfeeding Peer Dad Program if approved by the System Agency.

1. If selected by the System Agency to participate in the Breastfeeding Peer Dad Program, Grantee shall submit to System Agency for review and approval a quarterly

activity report in a format designated by System Agency. The activity report shall include goals and objectives, strategies, activities, timeline of events and performance measures for implementing and evaluating the program. Grantee shall submit the activity report to System Agency within 30 calendar days after the end of the each quarter during the Contract term.

S. Implement special projects according to System Agency -approved plan related to nutrition education, outreach or breastfeeding if project is requested by Grantee and approved by System Agency. Funding for special projects is contingent upon availability and approval in writing by System Agency of the Grantee's plan for the special project.

T. Implement lactation services for WIC program participants who have breastfeeding problems that are beyond the scope of practice of Grantee's WIC staff and/or peer counselors using International Board Certified Lactation Consultants (IBCLC) or the most qualified equivalent. Lactation services may also include Local Agency staff training and the provision of lactation equipment. System Agency will provide written approval of Grantee's plan to use lactation funding.

U. Ensure adequate staff coverage and uninterrupted delivery of WIC services if any member of Grantee's staff is approved in writing by System Agency to participate in the System Agency's dietetic Internship program. This internship will consist of no less than 1,200 hours of supervised learning experiences in a variety of nutrition-related facilities. Grantee is responsible for:

1. Designating a WIC Nutritionist, preferably a registered dietitian, to be the Community Nutrition WIC Preceptor and oversee and evaluate intern's performance for the Community Nutrition (CN)/WIC portion of the System Agency dietetic internship.
2. The Community Nutrition Preceptor to ensure that the dietetic interns meet all requirements, standards and required supervised practice hours for the CN Supervised Practice as outlined by the System Agency's WIC Program.
3. Ensuring that the intern is not used for regular WIC duties during the internship period.
4. Collecting pay-back monies from intern in the event that the intern does not fulfill dietetic internship local agency contract requirements. Monies must be returned to System Agency.

V. Stock System Agency provided manual pumps, single-user electric breast pumps and multi-user electric breast pumps, collection kits, and purchase additional sized flanges. Distribute the appropriate pumps, kits, and/or additional sized flanges to eligible WIC participants. System Agency reserves the right to withhold payment if Grantee fails to accurately complete and submit online breast pump receiving reports within three (3) business days of receiving a System Agency breast pump delivery as documented in the current WIC Local Agency policy and procedure manual.

W. Implement or expand Grantee's use of a Registered Dietitian (RD) who is registered with the Commission on Dietetic Registration to provide for Grantee that includes, but not limited to: assistance with quality assurance, staff training, assistance with the Annual

Nutrition Education and Breastfeeding plan, individual counseling for high-risk participants, and facilitated discussion classes.

X. Implement or expand the obesity grant now named the Improving the Client Experience (ICE) grant. The ICE grant will enable Grantee to develop and implement initiatives and strategies to improve the client experience and alleviate client "pain points," thus improving the quality of services and client satisfaction.

Examples of Grantee initiatives to access these funds include, but are not limited to, enhancing nutrition education activities such as cooking demonstrations, gardening activities, and supermarket tours; improving the WIC participant shopping experience by using funding for vendor liaison expenses to ensure local area grocery stores are complying with policies; cultivating Grantee staff and participant collaborations by making the clinic environment more conducive to open communication with round tables, sofas, etc.; incorporating materials and methods that will improve customer service and clinic flow; and upgrading the clinic to make it more child-friendly.

Grantee shall submit proposed initiatives and required reports in a frequency and format designated by System Agency for review and approval. If selected by System Agency, Grantee shall appoint a grant coordinator to oversee the implementation and evaluation of each initiative.

Y. If selected by System Agency, serve as an Innovation Center to implement special nutrition education and retention projects as proposed to System Agency. Innovation Center projects include, but not limited to, emotion-based counseling techniques, telecommunication health and nutrition support via web-cam, phone, and/or e-mail, parent-child support groups, child-friendly activities, unique group nutrition education including physical activity, hands-on components, or cooking demonstrations, program evaluations, community education and outreach, and other special projects related to health and behavior change proposed by the Grantee if approved by System Agency. Grantee shall designate an Innovation Lead who is responsible for overseeing local agency staff training, implementation, and evaluation of Center activities.

Grantee shall participate in activities as requested by System Agency, including but not limited to, providing observation and training activities to staff from other WIC local agencies, writing news articles, participating in training and evaluation efforts, attending workgroup meetings, and presenting progress on activities to various audiences Grantee activities will comply with written Innovation Center plan submitted and approved by DSHS which is incorporated by reference. Grantee will submit reports in a frequency and in a format designated by System Agency.

Z. Grantee shall resolve all possible dual participation records each month. System Agency reserves the right to withhold payment if Grantee fails to accurately resolve all possible dual participation records within three (3) months from the month of the automated alert within the MIS system.

AA. All activities related to WIC program, including timeframes, budget, and any revisions shall be approved by System Agency.

BB. Submit to System Agency the following deliverables in a format designated by System Agency:

1. Monthly WIC Local Agency Performance Measure Report submitted by the 15th calendar day of the following month; and
2. Monthly Extended Hours Summary Report submitted by the 15th calendar day of the following month.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in this Attachment A and compliance with the Contract's terms and conditions.

The following performance measures will be used to assess, in part, Grantee's effectiveness in providing the services described in the Contract, without waiving the enforceability of any of the other terms of the contract.

A. Grantee shall ensure:

1. An average of 95% of families each quarter who participate in WIC Program by receiving food benefits shall also receive nutrition education classes or individual counseling services to coincide with food instrument issuance;

2. An average of 20% of all pregnant women who enter the WIC Program each quarter shall be certified as eligible during the period of the first trimester of their pregnancy;

3. An average of 80% of clients a quarter who are enrolled in the WIC Program, excluding dual participants, transfer locked and/or migrant clients, shall participate as food benefit recipients each month (breast-feeding infants are also included in the client count); and

4. 100% of participants who indicate during the enrollment process for the WIC Program that they have no source of health care shall be referred to at least one (1) source of health care at certification of eligibility.

III. INVOICE AND PAYMENT

A. Grantee will request monthly payments using the State of Texas Purchase Voucher (Form B-13) at http://www.dshs.texas.gov/grants/forms.shtm and submit with any supporting documentation by electronic mail to DSHS Contract Development and Support Branch at WicVouchers@dshs.state.tx.us.

1. Grantee shall indicate separately on the face of the State of Texas Purchase Voucher, the costs associated with nutrition education, breast-feeding, and other administrative costs.

B. Grantee will submit Financial Status Reports (FSR) by electronic mail to the DSHS Contract Development and Support Branch at WicVouchers@dshs.state.tx.us by the last business day of the month following the end of each quarter of the Contract term for review and financial assessment.

C. Grantee will be paid on a cost categorical basis and in accordance with the terms of this Contract.

D. All payments made by System Agency to Grantee under this Contract will be reimbursements subject to the following requirements, conditions and stipulations:

1. All categories of costs billed to System Agency and allocation of such costs, shall be in accordance with the Plan to Allocate Direct Costs (PADC) submitted by Grantee and accepted by the System Agency. This document is incorporated in the Contract by reference.

2. System Agency will reimburse Grantee for administrative costs incurred when determining eligibility, providing appropriate nutrition education and counseling, issuing WIC Electronic Benefit Transfer (EBT) cards, making participant referrals, vendor evaluation, outreach, start-up costs and general administrative support.

3. Administrative costs will be reimbursed based on actual costs, but not to exceed the "maximum reimbursement" based upon the sum of the participants who were issued WIC EBT cards each month plus infants who do not receive any WIC EBT cards whose breastfeeding mothers were participants to the extent that the total so derived does not exceed Grantee's total assigned caseload within any given month. Surplus funds (the amount by which maximum reimbursements exceed actual costs) can be accumulated and carried forward within the Contract term.

4. The participant caseload will be assigned by System Agency by giving written notice to Grantee. The participant caseload is subject to change upon written notice to Grantee from System Agency with Grantee's concurrence. Grantee assumes liability for all food costs resulting from Grantee exceeding its assigned caseload. The number of individuals served in excess of assigned caseload are not to be included in the calculation of earned administrative funds as described below.

5. Grantee will be allowed the option of receiving a two (2) month cash advance in accordance with current System Agency's WIC program policy and procedures.

6. Surplus encumbered by September 30 shall be billed and vouchers received by System Agency no later than 45 calendar days following the Contract term.

E. Grantee shall earn administrative funds at the rate of $16.00__ for each participant served as defined in this Contract. Grantee agrees that:

1. Grantee shall identify and document separately not less than 19% of total administrative costs as expenditures directly related to nutrition education and

counseling. Nutrition education and counseling expenditures shall be supported by documentation of participant attendance or non-attendance within the WIC Program.

2. System Agency will reimburse Grantee for administrative expenses at a rate not greater than 5.26 times the amount of properly documented expenditures for nutrition education and counseling, but not more than is earned based on actual participation not to exceed Grantee's assigned participant caseload, plus any incentive funds allocated to Grantee by System Agency.

3. System Agency will reimburse Grantee's indirect costs by one of the following:
   a. Amount calculated in accordance with Grantee's current valid federally negotiated indirect cost rate (IDCR),
   b. Amount calculated in accordance with Grantee's accepted System Agency Cost Allocation Plan (CAP). System Agency will limit CAP reimbursement at twenty (20) percent applied to Grantee's total direct salaries plus benefits reimbursed by System Agency, or
   c. A Grantee that has never negotiated an IDCR may elect to charge a de minimis rate of 10% of modified total direct costs.

4. System Agency will identify annually to Grantee an amount of funds that shall be spent for breastfeeding promotion. The allocation of breastfeeding funds to Grantee will be based on Grantee's proportional share of the statewide combined total of pregnant and breastfeeding participants as reported to System Agency.

5. System Agency reserves the right to withhold a proportionate amount of earned administrative funds when evidence exists that nutrition education and/or breastfeeding promotion is not being provided by Grantee, or Grantee is not complying with the provisions of USDA and/or System Agency directives.

6. System Agency may amend or terminate the Contract if available funds become reduced, depleted, or unavailable during the term of the Contract to the extent that the WIC Program is unable to provide administrative funding at the rate(s) stated in this Contract.

   System Agency will notify Grantee if a change in funding occurs and Grantee will have sixty (60) days to provide written notice to System Agency with intention to terminate this contract.

7. During the term of the Contract, System Agency may, at its sole discretion, unilaterally adjust the base reimbursement rate as defined in this attachment if it is in the best interest of System Agency and if administrative WIC Grant funds change.

8. System Agency may, at its sole discretion, pay for additional goods or services, as specified in this attachment, if provided by Grantee during the term of the Contract and not otherwise paid during the Contract term if it is in the best interest of System Agency. If Grantee exceeds the amount of earned administrative funds as stated above, Grantee shall continue to bill System Agency for the services provided. If

additional funds become available at a later date for the provision of these services, System Agency may elect to pay Grantee a share of these funds.

9. System Agency may provide extended hours funding to Grantee for participants who are provided WIC services outside the normal traditional hours to the extent that federal funding is available.

Attachment C: 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 Enterprise 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.

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 Enterprise Agency; (2) was not at any time during the past four years the executive head of the Enterprise Agency; and (3) does not employ a current or former executive head of the Enterprise 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 Enterprise Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the Enterprise Agency.

16. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the Enterprise Agency who during the period of state service or employment participated on behalf of the Enterprise 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 Enterprise Agency ceased.

17. Contractor understands that the Enterprise Agency does not tolerate any type of fraud. The Enterprise 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 Enterprise 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 Enterprise 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 Enterprise 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 Enterprise 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 Enterprise Agency's consideration of entering into this Contract. In addition, Contractor represents and warrants that it shall notify the Enterprise 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 Enterprise 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 D
SUPPLEMENTAL & SPECIAL CONDITIONS

SUPPLEMENTAL CONDITIONS

THE FOLLOWING SUPPLEMENTAL CONDITIONS APPLY TO THIS CONTRACT AND MODIFY THE HHS UNIFORM TERMS AND CONDITIONS

Section 2.03 Financial Status Reports (FSRs), of the Health and Human Services Commission Uniform Terms and Conditions – Grant, Version 2.13, is amended by adding the following underlined language and deleting the struck-through language:

Except as otherwise provided in these ~~General Provisions~~ Uniform Terms and Conditions 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 DSHS Contract Development and Support Branch (CDSB) ~~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.

Article IV, Allowable Costs and Audit Requirements of the Health and Human Services Commission Uniform Terms and Conditions – Grant, Version 2.13 is modified to include:

4.04 Cost Allocation Plan.

a. Grantee shall implement and follow the applicable Cost Allocation Plan.

b. Grantee shall submit a Cost Allocation Plan on the format approved by System Agency to the DSHS Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to: coscap@dshs.state.tx.us, or to such other email address or follow such other process as requested by System Agency, no later than the 60th calendar day after the effective date of the Contract, except when a Grantee has a current Cost Allocation Plan on file with the System Agency. If Grantee's plan is the same as the plan previously submitted to System Agency, by signing this Contract, Grantee certifies that its current Cost Allocation Plan for the current year is the same as the plan previously submitted.

c. If the Cost Allocation Plan changes during the Contract term, Grantee shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within 30 calendar days after the effective date of the change.

Section 9.02 Insurance, of the Health and Human Services Commission Uniform Terms and Conditions - Grant, Version 2.13, is deleted in its entirety and replaced with the following:

9.02 Insurance

Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Grantee is self-insured and, therefore, is not required to purchase insurance.

Section 9.21 Civil Rights, of the Health and Human Services Commission Uniform Terms and Conditions – Grant, Version 2.13, is modified to add the following:

g. Grantee shall comply with all provisions required by implementing the regulations of the Department of Agriculture, 7 CFR Part 246, 248; Department of Justice Guidelines for Enforcement of Title VI; 28 CFR § 50.3 and 28 CFR Part 42; and Food & Nutrition Service (FNS) directives and guidelines, to the effect that no person will, on the grounds of race, color, national origin, sex, age, or disability be excluded from participation under any program or

activity for which Grantee receives federal financial assistance from FNS; and hereby gives assurance that it shall immediately take measures necessary to implement this Contract.

h. Grantee shall compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA and System Agency personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. The Department of Agriculture, Food and Nutrition Service (USDA), has the right to seek judicial enforcement if Grantee violates any nondiscrimination laws. This Assurance is binding on Grantee, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any assistance from the Department of Agriculture. The person or persons whose signatures appear on the Contract are authorized to sign this Assurance on behalf of Grantee.

Article IX Miscellaneous Provisions of the Health and Human Services Commission Uniform Terms and Conditions – Grant, Version 2.13, is modified by adding the following:

Section 9.22 Equipment and Supplies

a. **Reportable Capital Assets.**
Grantee shall maintain an inventory of reportable capital assets placed in the custody of the Grantee by System Agency. Grantee shall conduct an annual inventory for each administrative and clinic site and submit to DSHS Property Management in a format and upon a delivery date designated by System Agency. Grantee shall administer a program of maintenance, repair and protection of assets under this Contract so as to assure their full availability and usefulness. In the event Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assess provided under this Contract, it shall use the proceeds to repair or replace said assets.

b. **Grant Purchased Equipment.**
Equipment means tangible personal property having a useful lifetime of more than one year and a per-unit acquisition cost that exceeds the lesser of the capitalization level established by the of $5,000 or more. Grantee shall inventory all equipment, and report the inventory on the DSHS Contractor's Property Inventory Report form.

c. Supplies.

1. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

2. Tangible personal property includes controlled assets, including firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000, which includes desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment are also considered Supplies.

3. Prior approval by System Agency of the purchase of Controlled Assets is not required, but such purchases must be reported on the System Agency Contractors Property Inventory Form as detailed in this section.

d. **Property Inventory and Protection of Assets.**

1. Grantee shall maintain an inventory of equipment, supplies defined as controlled assets, and property described in this Section and submit an annual cumulative report of the equipment and other property on DSHS Contractor's Property Inventory Report to the DSHS Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located at: http://www.dshs.state.tx.us/contracts/forms.shtm.

2. Grantee shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness.

3. If Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Grantee shall use the proceeds to repair or replace those assets.

e. **Assets as Collateral Prohibited.**

Grantees on a cost reimbursement payment method shall not encumber equipment purchased with System Agency funds without prior written approval from the System Agency.

f. **Disposition of Property.**

1. Grantee shall follow the procedures in the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with System Agency, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000.

2. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS.

3. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Grantee shall request disposition approval and instructions in writing from the contract manager assigned to this Contract.

4. After an item reaches the end of its useful life, Grantee shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

g. **Closeout of Equipment.**

At the end of the term of a Contract that has no additional renewals or that will not be renewed (Closeout), or when a Contract is otherwise terminated, Grantee shall submit to the contract manager assigned to this, an inventory of equipment purchased with grant funds and request disposition instructions for such equipment.

All equipment purchased with grant funds must be secured by Grantee at the time of Closeout, or termination of this Contract, and must be disposed of according to System Agency's disposition instructions, which may include return of the equipment to System Agency or

transfer of possession to another System Agency contractor, at Grantee's expense.

Article IX Miscellaneous Provisions of the Health and Human Services Commission Uniform Terms and Conditions – Grant, Version 2.13, is modified by adding the following:

Section 9.23 Contracts with Subrecipient and Vendor Subcontractors.

a. Grantee may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in the Contract.

b. Prior to entering into a subrecipient agreement equaling or exceeding $100,000, Grantee shall obtain written approval from System Agency.

c. Grantee shall establish written policies and procedures for competitive procurement and monitoring of subcontracts and shall produce a subcontracting monitoring plan.

d. Grantee shall monitor subrecipient subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by System Agency.

e. Grantee shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.

f. Contracts with all subcontractors, whether vendor or subrecipient, must be in writing and include the following:
   1. Name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
   2. Detailed description of the services to be provided;
   3. Measurable method and rate of payment and total not-to-exceed amount of the contract;
   4. Clearly defined and executable termination clause; and
   5. Beginning and ending dates that coincide with the dates of the Contract.

g. Grantee is responsible to System Agency for the performance of any subcontractor.

Article VIII Contract Management and Early Termination Provision of the Health and Human Services Commission Uniform Terms and Conditions – Grant, Version 2.13, is modified by adding the following:

8.05 Termination by Grantee

If Grantee seeks to terminate this Contract, Grantee shall give System Agency no less than sixty (60) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.

SPECIAL CONDITIONS

Section 1.01 Notice of Legal Matter or Litigation.

Grantee shall notify the contract manager assigned to this Contract of any litigation or legal matter related to or affecting this Contract within seven calendar days of becoming aware of the litigation or legal matter.

Section 1.02 Notice of a Contract Action.

Grantee shall notify their assigned contract manager assigned to the contract if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity 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 contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

Section 1.03 Notice of Bankruptcy.
Grantee shall notify in writing their assigned contract manager assigned of its plan to seek bankruptcy protection within five days of such action by Grantee.

Section 1.04 Notice of Criminal Activity and Disciplinary Actions.

a. Grantee shall immediately report in writing their contract manager when the Grantee has knowledge or reason to believe any 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:

    1. Would constitute a criminal offense equal to or greater than a Class A misdemeanor; and
    2. Reasonably would constitute grounds for disciplinary action by a state or federal regulatory authority; or
    3. Has 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 DSHS.

Section 1.05 Grantee's Notification of Change of Contact Person or Key Personnel.
Within ten days shall notify in writing the contract manager assigned to the Contract of any change enumerated in the Grantee's Contact Person or Key Personnel.

Section 1.06 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 5 days of the date of becoming aware of such.

Section 1.07 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 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 1.08 Consent by Non-Parent or Other State Law to Medical Care of a Minor.
Unless federal law applies, when a Grantee provides medical, dental, psychological or surgical treatment to a minor without parental consent, either directly or through contracts with subContractors, before the Grantee provides treatment to minor unless informed consent to treatment is obtained pursuant to Texas Family Code Chapter 32.

Section 1.09 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 1.10 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 Department 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 Department for the deductible;
d. Not bill the Department 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 Department; and
g. Provide third party billing functions at no cost to the client.

ATTACHMENT D
SUPPLEMENTAL & SPECIAL CONDITIONS

Section 1.11 HIV/AIDS Model Workplace Guidelines.
Grantee shall implement Department'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 1.12 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.

Grantee shall maintain full and complete records concerning WIC Program operations and the following requirements:

a. Records shall include, but not be limited to, information pertaining to financial operations, food delivery systems, food benefit issuance and redemption, equipment purchases and inventory, certification, nutrition education, civil rights and fair hearing procedures.

b. If United States Department of Agriculture (USDA) deems any of the WIC program records to be of historical interest, it may require System Agency or the Grantee to forward such records to the USDA whenever either entity is disposing of them.

c. All records shall be available during normal business hours for representatives of the USDA, System Agency and the Comptroller General of the United States to inspect, audit, and copy. Any reports or other documents resulting from the examination of such records that are publicly released may not include confidential applicant or participant information.

Section 1.13 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 1.14 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. DSHS/HHSC 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. DSHS 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 HHS/DSHS.

Section 1.15 Electronic and Information Resources Accessibility and Security Standards.

a. **Applicability.**

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that DSHS employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. **Definitions.**
For purposes of this Section:

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"Electronic and Information Resources" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to EIR.

"Web Site Accessibility Standards/Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, DSHS must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. **Evaluation, Testing, and Monitoring.**

1. DSHS may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.
   Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.

2. Grantee agrees to cooperate fully and provide DSHS and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. **Representations and Warranties.**

1. Grantee represents and warrants that:

   i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and

   ii. If the Products will be in the custody of the state or a DSHS client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless DSHS or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to DSHS, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.

3. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which DSHS relies in awarding this Contract.

4. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. **Remedies.**

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against DSHS for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which DSHS may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which DSHS may be entitled under this Contract and other applicable law.

ATTACHMENT D
SUPPLEMENTAL & SPECIAL CONDITIONS

Section 1.16 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 Department's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.

c. Grantee shall use the DSHS Child Abuse Reporting Form located at www.dshs.state.tx.us/childabusereporting as required by the Department. Grantee shall retain reporting documentation on site and make it available for inspection by DSHS.

d. If Grantee chooses to interview a client to determine if an affirmative defense to prosecution exists, as defined by System Agency, which would allow them under the System Agency policy to not make a report of child abuse, the Grantee shall conduct these interviews in the following manner:

   1. For ineligible clients, the interview shall be conducted after the entire WIC visit is done. For eligible clients, the interview may occur at the point in time when all WIC activities, including communication of eligibility and individual counseling, are completed with the exception of food instrument issuance.
   2. The interview shall be conducted only by a competent authority or a supervisor and in a confidential setting.
   3. Prior to asking the client any questions, the interviewer shall inform the client that the questions have no bearing on the client's WIC eligibility and receipt of services.

Section 1.17 Additional Requirements

a. Grantee shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Attachment as amended, including, but not limited to:

   1. Uniform Federal Assistance Regulations, 7 CFR Parts 15, 15a, 15b, 246, 248, 3016, 3017 and 3018;
   2. WIC Program and Farmers' Market Nutrition Program Rules, 25 Texas Administrative Code, §§ 31.11-31.37; and
   3. Child Nutrition Act of 1966, as amended, 42 USC 1786.
   4. Uniform Grant Guidance Federal Regulations, 2 CFR Part 200;

b. The following documents are incorporated by reference and made a part of this Contract:

   1. *DSHS Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
   2. USDA Food and Nutrition Service (FNS) Guidelines;
   3. USDA FNS Instructions issued under the FNS Directives Management System;

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Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

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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 a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"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 Assistive and Rehabilitative 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.

"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 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.

"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" 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" 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 the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. 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

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. 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 the 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 $500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. 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. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the System Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. 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

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347
Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as follows:
COSContractAdministration@dshs.state.tx.us

Electronic submission to HHSC should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

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.

c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

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. Wnsuring 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. 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 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.

9.17 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.

9.18 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.

9.19 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.

9.20 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://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

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.

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	* First Name: Middle Name:
* Last Name:	Suffix:
* Title:	
* SIGNATURE:	* DATE:

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

JOHN HELLERSTEDT, M.D.
COMMISSIONER

September 12, 2016

Esmeralda Meza
WIC Director
LA #44, City of Del Rio
200 Bridge Street
Del Rio, TX 78840

RE: Notice of Planned Funding for FY17 WIC Local Agency Contract

Dear Ms. Meza:

This letter is to notify you that your organization's FY 2017 WIC Local Agency contract is currently being prepared by the Department of State Health Services.

In order to assist your organization with budgeting approval, the table below outlines the planned funding within your individual projects.

Project	Project Contact	Planned Funding	Type of Allocation		
			Admin	Nutrition Education	Breastfeeding
WIC Funding	Yu Vonda Galloway yu-vonda.galloway@dshs.state.tx.us (512) 341-4573	**$492,828.00**	X	X	X
Peer Counselor	Kristina Arrieta kristina.arrieta@dshs.state.tx.us (512) 341-4593	**$37,918.00**			X
Registered Dietitian	Kelley Reed kelley.reed@dshs.state.tx.us (512) 341-4580	**$12,000.00**	X	X	X
Lactation Services	Faith Njoroge faith.njoroge@dshs.state.tx.us (512) 341-4575	**$12,000.00**			X
Contract Total		**$554,746.00**			

This notice of planned funding amounts is provided **for informational purposes only and is not intended to create a binding contract.** DSHS, at its sole discretion, may deem it necessary to adjust the funding amounts while in the process of developing the contract. The final contractual rate and funding amounts will be set forth in your final contract with DSHS.

This notice does not relieve the agency from seeking additional approvals as required by WIC Policy.

Requests for purchases should be submitted electronically to the Contract Development and Support Branch email box at: cdsb@dshs.state.tx.us.

Questions concerning billing should be directed to Contract Development and Support Branch WIC voucher processing staff at WicVouchers@dshs.state.tx.us.

If you have any questions or require additional information regarding your special projects, please use the project contact information listed above.

Sincerely,

Evelyn Delgado, Acting WIC Director
Nutrition Services Section

City Council Regular **10. b.**

Meeting Date: 12/27/2016

Submitted By: Janice Pokrant, City Planner, Engineering Department

Information

SUBJECT:

O: 2016 - 158 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing and Directing the City Manager, Henry Arredondo to Award a Contract to Agate Steel, Inc. for the Construction of T-6 Prefabricated Aircraft Sun Shades at Laughlin Air Force Base Funded through the Defense Economic Adjustment Assistance Grant from the Office of the Governor, Texas Military Preparedness Commission - Janice Pokrant, City Planner

SUMMARY:

Discussion and possible action of an ordinance awarding the construction contract to Agate Steel Inc. for the construction of T-6 prefabricated aircraft sun shades at Laughlin AFB.

BACKGROUND:

The Office of the Governor Texas Military Preparedness Commission has provided communities the opportunity to apply for a grant to assist military bases in, or around, their community in funding needed projects to support and sustain their mission. Laughlin Air Force Base identified the need to construct sun shades to protect the T-6 aircraft from the sun and weather on the flight line. In an effort to assist Laughlin AFB on this identified need, the Mayor and City Council passed a resolution on February 23, 2016 to authorize the City Manager to apply for the grant. Soon after the City Manager, Henry Arredondo, received a letter from the Texas Military Preparedness Commission offering the award of a Defense Economic Adjustment Assistance Grant (DEAAG) in the amount of $3,339,513 for the construction of aircraft shades at Laughlin AFB. In July of 2016 the Mayor and City Council authorized the City Manager to execute Work Order #22 with Bain Medina Bain for engineering and surveying portion of the Laughlin AFB sunshade project. Bain Medina Bain has completed the plans for 10 rows of sun shades along with the electrical design for the project. With the city constructing five rows and the military base will be constructing the other five rows through a separate funding source. The plans have been reviewed and approved by Laughlin AFB staff and City of Del Rio staff. After the City awards the contract for the construction of the 5 rows of sun shades Laughlin AFB will begin the bidding process for the remaining 5 rows. The City Council approved Resolution R:2016-071 authorizing the City Manager to advertise for best value bids for the selection of a general contracting firm for construction of the T-6 sun shade structures. This item is time sensitive as there is a requirement in the grant that the construction needs to be completed by October of 2017.

DISCUSSION:

The City received to best value bids on December 12, 2016 and the bids were reviewed by Alejandro A. Garcia, Public Works; Mario Garcia, Purchasing,Janice Pokrant, Planner Laughlin AFB staff, and Carl Bain, Bain Medina Bain, Inc. It was the decision of the reviewing group that Agate Steel, Inc. presented the best value bid. The decision was made based off of the pricing, the company's vast amount of experience with projects like this and the fact that this company is both the shade provider and installer.

The grant was awarded at $3,339,513.00 with the budget being broken down to fund the professional and consultant services with $195,250 and $3,114,263.00 for the construction of the shades themselves. This bid came back over budget and as such the city will need to fund the raining $250,000.00 needed for the project completion. Negotiations after award could possibly realize some savings.

PROS:

Approving this ordinance to award the contract will allow for the city to proceed with awarding the contract and permit the project to move forward in a timely manner as the City is working on a tight timeframe to get the project completed by the August 31, 2017 timeframe for the grant funding. Constructing these sun shades for Laughlin AFB through this grant, the City of Del Rio and the Federal Government will protect the aircraft located at the airfield and assist in the growth of the mission and protection of the mission at the Laughlin AFB. This contractor has a proven record of constructing many projects such as these on other military bases leaving staff confident they will perform well on this project.

CONS:

Approving this ordinance to award the contract to Agate Steel, Inc. will mean that the city will need to prepare to proceed with the construction phase of this project and have the construction completed in a very short amount of time.

RECOMMENDATION:

Staff recommends approval of the ordinance to award the construction contract for the sun shades at Laughlin AFB to Agate Steel, Inc.

Fiscal Impact

FISCAL IMPACT:

City of Del Rio will have to fund the extra $250,000.00, likely from reserves as this is an extremely important project. After award of the contract, it is possible some negotiations or descope of the contract can occur. Some discussion has taken place with LAFB in effort to provide access to all the rows and provide some savings but not confirmed at this time. Fiscal impact will be the sum of not more than the $250,000.00 at time of award.

Attachments

Sunshade Ordinance_ 158

AgateSteelBidSunShade

ORDINANCE NO. O: 2016 - 158

A ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS AUTHORIZING AND DIRECTING THE CITY MANAGER, HENRY ARREDONDO TO AWARD A CONTRACT TO AGATE STEEL, INC. FOR CONSTRUCTION OF AIRCRAFT SUN SHADES AT LAUGHLIN AIR FORCE BASE

WHEREAS, the City of Del Rio is required to procure services, goods, and materials that are competitively bid and awarded in accordance with State of Texas Local Government Code, Chapter 271; and

WHEREAS, the City has been awarded the Defense Economic Adjustment Assistance Grant (DEAAG) in the amount of $3,339,513 for the construction of aircraft shades at Laughlin AFB; and

WHEREAS, the city received two bids in response to the previously authorized invitation for bids and Agate Steel, Inc. proposed a price at $3,371,216 and was selected by the selection committee as having submitted the best value bid for this project; and

WHEREAS, the City Council of the City of Del Rio, Texas finds that the use of municipal funds to assist this defense community to avoid a negative impact by a change in defense contracts and to proactively support Laughlin Air Force Base in anticipation of any possible future change by the Department of Defense.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS, THAT:

City Manager Henry Arredondo is hereby authorized and directed to award a contract in the amount of $3,371,216, for base bid and Electrical Service Allowance to the bidder Agate Steel, Inc. for new construction of T-6 prefabricated aircraft sun shades at Laughlin Air Force Base.

PASSED AND APPROVED on this 27th day of December 2016

_____
ROBERT GARZA
Mayor

ATTEST:

_____
ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION:	REVIEWED AS TO FORM AND LEGALITY:
_____	_____
HENRY ARREDONDO	SUZANNE WEST
City Manager	City Attorney

BEST VALUE BID

Best Value Bid must include all labor, materials, tools, equipment, and required bonds to perform the work required for the construction of 5 rows of T-6 Prefabricated Aircraft Sun Shades, located on Laughlin Air Force Base, TX in accordance with all specifications and conditions, in the following amounts.

NOTE: Amounts shall be shown in both written and figure form. In case of discrepancy between the written amount and figure amount, the written amount will govern.

1. **BEST VALUE BID: The scope of the procurement shall include the installation of five (5) rows of prefabricated steel aircraft sun shades (ROWS F-J) with striping, electrical distribution and lighting on the T-6 aircraft parking ramp located at Laughlin AFB, Del Rio. TX.**

Three million, three hundred one thousand,two hundred sixteen Dollars

($ 3,301,216.00).
(Written amount)

235 days
Contract Time in Calendar Days

2. **ALLOWANCE: Rio Grande Electrical Company for Electrical Service**

Seventy Thousand Dollars

($ 70,000.00).
(Written amount)

3. **ADDITIVE ALTERNATE 1: Installation of 1 row of prefabricated steel sun shades with striping, electrical and lighting (ROW E).**

Four hundred ninety-one thousand, one hundred ninety Dollars

($ 491,190.00).
(Written amount)

No additional time.
Additional Contract Time in Calendar Days

4. **ADDITIVE ALTERNATE 2: Installation of 1 row of prefabricated steel sun shades with striping, electrical and lighting (ROW D).**

Four hundred ninety-two thousand, six hundred eighteen Dollars

($ 492,618.00).
(Written amount)

17 days
Additional Contract Time in Calendar Days

1. SUBTOTAL BEST VALUE BID: $ 3,301,216.00

2. SUBTOTAL ALLOWANCE: $ 70,000.00

3. SUBTOTAL ADDITIVE ALTERNATE 1: $ 491,190.00

4. SUBTOTAL ADDITIVE ALTERNATIVE 2: $ 492,618.00

TOTAL BEST VALUE BID AMOUNT: $ 4,355,024.00

Four million three hundred fifty-five thousand twenty-four Dollars

no Cents

ADDENDA:

The respondent acknowledges the receipt of the following addenda:

Addendum No.1: Dated 12-8-2016

Addendum No.2: Dated 12-9-2016

Addendum No. 3 Dated _____

Addendum No. 4: Dated _____

CONDITIONS:

The undersigned agrees, if awarded the contract, to achieve final completion of the work as outlined by the Project Manual and Specifications within ___ calendar days from notice to proceed date to substantial completion, but no later than August 31, 2017.

The undersigned agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of **Four Hundred Dollars ($400.00)** for each calendar day after the contract completion date that the work remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the undersigned to complete the work at the time stipulated in the contract. This sum is not construed in any sense as a penalty.

The undersigned agrees, if awarded the contract, to execute the Agreement and Performance and Payment Bonds within **ten (10)** days after notification of award. The undersigned acknowledges that any partial payments made in accordance to Section 3.19 of the Proposal Packet, with respect to payment for materials, will only be for those materials actually installed. In addition, the undersigned agrees to execute and deliver to the Owner a Certification of Franchise Tax Payment and further agrees to obtain from each subcontractor and supplier and hold for redelivery to the Owner, if requested, a Certification of Franchise Tax Status of such subcontractor or supplier.

It is understood that the Owner reserves the right to accept or reject any and all Best Value Bid (BVB's) and to waive minor technicalities. It is further agreed that this BVB shall be valid and not withdrawn for a period of **ninety (90) days** from this date of opening thereof.

City Council Regular **10. c.**

Meeting Date: 12/27/2016

Submitted By: Elsa Reyes, Transportation Director, COMMUNITY SERVICE

Information

SUBJECT:

O: 2016 - 159 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing and Directing the City Manager, Henry Arredondo to Accept a contract Agreement with Val Verde Nursing and Rehabilitation Center for Transportation Services - Elsa Reyes, Transportation Director

SUMMARY:

The City of Del Rio Transportation is a provider of transportation services for seniors and individuals with disabilities in the City of Del Rio and Val Verde County area. All vehicles are ADA accessible and are capable of provided any and all transportation services to the residents of Val Verde Nursing and Rehabilitation Center.

BACKGROUND:

The City of Del Rio has provided transportation services to Val Verde Nursing and Rehabilitation Center for many years. Trip requests are submitted on a daily basis for scheduling purposes. Trips are provided for medical appointments within Val Verde County and some out of town trips to Uvalde, Texas and San Antonio, Texas for residents of the center.

DISCUSSION:

With the contract agreement in place the City of Del Rio Transportation department can assist Val Verde Nursing & Rehabilitation with providing medical transportation to the residents of the center. The transportation department already serves as the public transportation for the citizens of Del Rio and Val Verde County. Destinations include medical appointments, work sites, educational sites, retail centers, and other social service agencies. The vehicles are all accessible for individuals with disabilities.

PROS:

With these type of contracts in place the City of Del Rio Transportation is funding matching requirements for state and federal grants.

CONS:

The City of Del Rio Transportation Department would have to find other means to meet matching requirements for state and federal grants.

RECOMMENDATION:

The City of Del Rio Transportation recommends the approval of the contract agreement with Val Verde Nursing & Rehabilitation Center for the purpose of providing medical transportation services to the residents of the center.

Fiscal Impact

FISCAL IMPACT:

The City of Del Rio Transportation will receive $9 per one-way trip done locally and $15 round trip for trips to Uvalde, Texas or Eagle Pass, Texas and will receive $30 round trip for trips to San Antonio, Texas.

Attachments

Ordinance

ORDINANCE NO. O: 2016 - 159

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS AUTHORIZING AND DIRECTING THE CITY MANAGER, HENRY ARREDONDO TO ACCEPT A CONTACT AGREEMENT WITH VAL VERDE NURSING & REHABILITATION CENTER FOR TRANSPORTATON SERVICES

WHEREAS, the City of Del Rio Transportation Program provides and serves as the public transportation for citizens of Del Rio and Val Verde County

WHEREAS, the City of Del Rio Transportation Program provides medical transportation thru the Section 5311 Grant Program

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS THAT:

City Manager Henry Arredondo is hereby authorized and directed to accept a contract agreement with Val Verde Nursing & Rehabilitation Center for contract period November 15, 2016 through December 31, 2017.

PASSED AND APPROVED on this 27th day of December 2016

_____
ROBERT GARZA
Mayor

ATTEST:

_____
ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTATION:

_____
HENRY ARREDONDO
City Manager

REVIEWED AS TO FORM & LEGALITY:

_____
SUZANNE WEST
City Attorney

CONTRACT AGREEMENT

WHEREAS, the Val Verde Nursing and Rehabilitation Center and the City of Del Rio Transportation Department hereby enter into an agreement to provide transportation services to the nursing home residents to attend their medical appointments and assist the agency in emergency evacuations from the facility in the City of Del Rio, Val Verde County area: and

WHEREAS, the City of Del Rio Transportation Department is the provider of transportation services for seniors and individuals with disabilities in the City of Del Rio, Val Verde County area; and the Val Verde Nursing and Rehabilitation Center provides a home atmosphere to residents of the City of Del Rio, Val Verde County; and

WHEREAS, both the City of Del Rio Transportation Department and Val Verde Nursing and Rehabilitation Center, agree to the following:

1. The City of Del Rio Transportation Department shall provide medical transportation services during the Transportation Department's regular working days and hours which are Monday — Friday from 8:00AM to 6:30PM, including selected holidays. All clients should be ready (with provider & paperwork, if applicable) to be transported up to one (1) hour prior to their appointment time. A staff member of the nursing home, with enough basic knowledge regarding the client's health and history and/or condition, shall accompany all ambulatory and non-ambulatory clients. A family member(s) of the resident may also accompany the resident to their medical appointment however they will be subject to established fees. Under no circumstance can a family member take place of a staff member.

2. Val Verde Nursing and Rehabilitation Center shall provide the City of Del Rio Transportation Department a one (1) day notice of scheduled appointments the nursing home residents will need to attend. The notice needs to be received before 2:00PM on the day before the scheduled appointment. Val Verde Nursing and Rehabilitation Center will reimburse the City of Del Rio Transportation Department for transportation services at a rate of $9.00 per one-way trip within Val Verde County; a rate of $15.00 round trip to Eagle Pass/Uvalde; trips to San Antonio are $30 round trip_including no-shows at the end of each month for clients using the City of Del Rio Transportation services.

3. For appointments or procedures that are performed in San Antonio, Val Verde Nursing & Rehabilitation Center will ensure that they are done between the hours of 9:30 AM -1:00 PM. The City of Del Rio Transportation bus departs from San Antonio at 3:00 PM. If for any reason the client isn't released by 3:00 PM it will be the responsibility of Val Verde Nursing & Rehabilitation Center to ensure the client has transportation to return.

4. This contract agreement period will commence on November 15, 2016 and ends on December 31, 2017. In the event State funding should cease for any reason, transportation services from the City of Del Rio Transportation Department will not be provided. Both parties reserve the right of termination and/or cancellation of this agreement, within 30 days notification in writing.

5. Val Verde Nursing and Rehabilitation Center assumes no responsibility for maintenance of the vehicles provided by the City of Del Rio. The nursing home will assume no responsibility for liability for any accident related to the transportation of Val Verde Nursing and Rehabilitation Center residents.

6. The City of Del Rio Transportation Department certifies that the City of Del Rio Transportation vehicles do hold Automobile Liability Coverage in an amount that equals or exceeds the minimum amounts required for non-government vehicles under the Motor Vehicle Safety Responsibility Act.

7. Val Verde Nursing and Rehabilitation Center agrees to pay the City of Del Rio Transportation Department upon thirty (30) days of receiving the invoice issued by the City of Del Rio. If Val Verde Nursing and Rehabilitation Center fails to comply with this arrangement the City of Del Rio Transportation Department reserves the right to terminate this contract agreement for non-payment.

EXECUTED ON DATE SHOWN:

_____ _____

Lee Richard, LNFA Date Signed

Val Verde Nursing and Rehabilitation Center Administrator

_____ _____

Henry Arredondo Date Signed

City Manager

City of Del Rio

City Council Regular **10. d.**

Meeting Date: 12/27/2016

Submitted By: Alejandro Garcia, Public Works Director/City Engineer, Engineering Department

Information

SUBJECT:

O: 2016 - 160 An Ordinance By the City Council of the City of Del Rio, Texas Authorizing and Directing the City Manager, Henry Arredondo to Execute the Change Order No. 1 with Carrillo & Associates, Inc. - Alejandro Garcia, Public Works Director

SUMMARY:

The City of Del Rio has a current contract with the firm of Carrillo & Associates, Inc. for the Independent Laboratory Testing Services for the city's projects to include the paving contracts and the Toll Booths Project. More testing remains to be done on these and other projects and need to add more funding to the contract for ability to continue testing services. This addition is 25% more which is allowed under the contract.

BACKGROUND:

The city has funded these services by Certificates of Obligations and initially it was expected that $50K would suffice for any testing. Testing requirements are more stringent than an anticipated and need the additions funding for continuation of testing on all projects. It may be necessary in the future to advertise and advertise for another firm or this firm at a greater amount than anticipated or have a firm on call for these services similarly as we have contract for Engineering on-call services. ..

DISCUSSION:

Discuss award of change order to this contract for additional funding to allow continuation of testing. The toll booth project has demanded and required more testing than was anticipated and testing must continue on this project per TxDOT requirements. To not test is not an option on this project..

PROS:

Additional funding provided by this change order will allow for required testing on projects to assure quality meets standards.

CONS:

Approval will allow for testing to continue and if not approved, will not meet TxDOT mandatory requirements.

RECOMMENDATION:

Staff recommends approval for this necessary change order.

Fiscal Impact

FISCAL IMPACT:

City will be impacted by the amount of $12,500.00 for the testing and funds are available from Bridge Reserves for the Toll Booth Projects.

Attachments

Ord Carrillo Change Order 1

ORDINANCE O: 2016 - 160

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS AUTHORIZING AND DIRECTING CITY MANAGER, HENRY ARREDONDO TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT WITH CARRILLO & ASSOCIATES, INC.

WHEREAS, the City of Del Rio Public Works Department and the Engineering Department require independent laboratory testing services for the various City of Del Rio, Texas projects; and

WHEREAS, the City of Del Rio has the opportunity to acquire professional services as provided under Texas Government Code Section 2254; and

WHEREAS, the City of Del Rio has contracted for Independent Testing Laboratory services with Carrillo & Associates, Inc.; and

WHEREAS, it is now necessary to issue Change Order No. 1 for continuation of these services since the contract limit will be exceeded with any further testing costs; and

WHEREAS, the funding for this contract will be from various Certificates of Obligations from previous years designated for engineering fees in connection with such projects.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS, THAT:

City Manager Henry Arredondo is hereby authorized and directed to execute Change Order No. 1 in the amount not to exceed $12,500.00 to the contract with the firm of Carrillo & Associates, Inc. for the necessary continuation of engineering services for the independent laboratory testing of the various projects of the City of Del Rio, Texas.

PASSED AND APPROVED on this the 27th day of December 2016

_____
ROBERT GARZA
Mayor

ATTEST:

_____
ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION:

_____
HENRY ARREDONDO
City Manager

REVIEWED AS TO FORM AND LEGALITY:

_____
SUZANNE WEST
City Attorney

City Council Regular **11. a.**

Meeting Date: 12/27/2016

Submitted By: Alejandro Garcia, Public Works Director/City Engineer, Engineering Department

Information

SUBJECT:

R: 2016 - 078 A Resolution by the City Council fo the City of Del Rio, Texas Authorizing and Directing City Manager, Henry Arredondo to Advertise and Issue Invitations for Bids for the 2016 Texas Department of Agriculture TXCDBG Community Block Grant for the North Main Street Sidewalks Project No. 7216121 - Alejandro Garcia, Public Works Director

SUMMARY:

The City of Del Rio, Texas has now received the Texas Department of Agriculture Community Block Grant in the amount of $228,684.00 for the sidewalk project on North Main Street, Del Rio, Texas. The city now must advertise and issue the invitations for bids for the construction of the 1,165 square yards of sidewalk with 14 ADA compliant ramps and related appurtenances. The Construction will be on North Main Street from 10th to 17th street. State Historic Preservation Officer stamps Project may Proceed. Advertisement will be sometime in January 2017 or later but approval requested now to advertise as soon as Grants manager advises to issue the advertisements.

BACKGROUND:

During December 2015, the City started the process to expedite process to receive a grant for the proposed Sidewalk Project on North Main Street, Resolution No. R:2015-091 was passed to work on expediting this process. As time passed, in May 2016, the City of Del Rio, Texas applied for the Texas Department of Agriculture funding for the Community Block Development Grant and at that time, the City received preliminary approval for funding. The City then submitted an application for sidewalks from 10th street to 17th Street since school kids and others have to walk along this route to school on the paved roadway, posing dangers to these persons. In August 31, 2016, the City was asked to submit the proposed contract for this grant. By other previous actions the City had selected the grants manager and the design consultant for the plans and specifications for the work. This professional services firm is Bain, Medina, Bain, and the plans and specifications are now ready for advertisement for bids to perform the work

DISCUSSION:

The consultant and the Grants Manager are being utilized to assure all TDA requirements are met for this project. Plans and specifications are ready and need to solicit bids for this construction but will not advertise until advised by the Grants Manager.

PROS:

By advertising and soliciting a construction contractor, the City will soon be constructing much needed sidewalks on North Main Street from 10th street to 17th street and project costs will generally be borne by the grant proceeds. Provides sidewalks near the school in that area.

CONS:

If not allowed and passed by Council, could lose the use of these funds for the selected project, the sidewalks along North Main Street. .

RECOMMENDATION:

Staff recommends approval of this resolution.

Fiscal Impact

FISCAL IMPACT:

City may be fiscally impacted by any funds over the amount provided by the grant but gained will be sidewalks at a minimal cost. This fiscal impact will be known after bids submitted.

Attachments

IFB N. Main St. Sidewalks

TDA TXCDBG Grant Letter

RESOLUTION NO. R: 2016 – 078

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS AUTHORIZING AND DIRECTING CITY MANAGER, HENRY ARREDONDO TO ADVERTISE AND ISSUE INVITATIONS FOR BIDS FOR THE 2016 TXCDBG COMMUNITY BLOCK GRANT FOR THE NORTH MAIN STREET SIDEWALKS PROJECT NO. 7216121

WHEREAS, the City of Del Rio applied for and has now received a Texas Community Block Grant from the Texas Department of Agriculture in the amount of $226,684.00; and

WHEREAS, the Grant funds are to be used to install approximately 1,165 square yards of sidewalk with other associated appurtenances and 14 ADA compliant ramps; and

WHEREAS, the construction of this work will take place on North Main Street from 10th Street to 17th Street; and

WHEREAS, the City of Del Rio, Texas can advertise for bids from construction contractors as this is the most efficient and economical way to construct this work.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS, THAT:

City Manager Henry Arredondo is hereby authorized and directed to advertise and issue invitations for bids for the 2016 TXCDBG Community Block Grant for the North Main Street Sidewalks Project No. 7216121.

PASSED AND APPROVED on this the 27th day of December 2016

_____
ROBERT GARZA
Mayor

ATTEST:

_____
ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION:

_____
HENRY ARREDONDO
City Manager

REVIEWED AS TO FORM AND LEGALITY:

_____
SUZANNE WEST
City Attorney

RECEIVED
NOV - 8 2016
THC PURCHASING

ESSER & COMPANY CONSULTING, LLC
702 ASHBY DRIVE S.
UVALDE, TEXAS 78801
(830) 278-1423 PHONE
(830) 278-1555 FAX
debbieesser@yahoo.com

RECEIVED
NOV - 7 2016
THC PURCHASING

November 1, 2016

Mr. Mark Wolfe
State Historic Preservation Officer
Texas Historical Commission
P O Box 12276
Austin, TX 78711-2276

RE: CITY OF DEL RIO TEXAS DEPARTMENT OF AGRICULTURE TXCDBG 7216121

Dear Reviewer:

The City of Del Rio has received a Texas Community Block Grant from the Texas Department of Agriculture in the amount of $228,684. These funds are to be used to install approximately one thousand one hundred sixty-five square yards of sidewalk, fourteen ADA compliant ramps, driveway inlets, approximately two hundred eighty linear feet of curb and gutter, driveway repair, and all associated appurtenances. This construction is to take place on North Main Street, from 10th Street to 17th Street.

It has been determined to the best of our knowledge that this proposed project will not affect any known local, state, or national, historic, architectural or archaeological resource presently listed, or potentially eligible for listing, in the National Register of Historical Places, or in any state or local registry. We are respectfully requesting that the Texas Historical Commission review the referenced project site with regards to possible impact on historically significant findings and to concur that no historic properties will be affected and the project may proceed.

Included for your review are the following attachments:

- Site Maps Showing Project Location
- TOPO Map Showing Project Location
- Photographs of Project Area

If you have any questions or require additional information do not hesitate to contact me at 830-278-1423 or by email at debbieesser@yahoo.com.

Sincerely,

Debbie Esser, Consultant
Esser & Company

NO HISTORIC PROPERTIES AFFECTED
PROJECT MAY PROCEED
By
for Mark Wolfe
State Historic Preservation Officer
Date 12/8/16
Track# 201701850

City Council Regular **11. b.**

Meeting Date: 12/27/2016

Submitted By: Aida Garcia, Administrative Assistant, Legal Department

Information

SUBJECT:

R: 2016 - 079 A Resolution Establishing a Charter Review Committee for the Purpose of Proposing Amendments to the City Charter of the City of Del Rio, Texas - Suzanne West, City Attorney:

SUMMARY:

This action formalizes the existence of a committee for a future recommendation to Council regarding possible Charter changes.

BACKGROUND:

The Charter was last changed in 2014, and according to state law can be amended no more than once every two years. In recent meetings, council has expressed a desire to review the charter language and receive recommendations from a committee regarding certain areas of the charter. Councilmembers who have chosen to do so have submitted names to the City Attorney's office for placement on this temporary committee. The timeline of a May 2017 city election was provided at the last meeting. The committee process will culminate, if that is the council's desire at the time, with an ordinance by February calling for such election .

DISCUSSION:

Charter amendment topics presented for discussion so far include whether term limits should be removed, whether all council seats should be at large, whether an office of City Auditor should be established, whether the council should hire the city secretary directly, whether the mayor's term should be two years, and whether the mayor's vote should be limited to the case of a tie.

PROS:

Because the Charter is the basis of the home rule city's authority, review of those authorities and expansions or limitations thereof are important to reflect the preference of the people. A committee and discussion help the council get a more broad depiction of citizen opinions on the matters to be decided.

CONS:

None to the formation of a committee. The election itself will be a budget amendment.

RECOMMENDATION:

City Attorney recommends that if a committee is the preferred method, that the resolution be approved to somewhat formalize the process, since it is a time and effort commitment on the part of the appointed committee members.

Fiscal Impact

FISCAL IMPACT:

N/A

Attachments

Reso Charter Comm 2017

RESOLUTION NO. R: 2016 - 079

A RESOLUTION ESTABLISHING A CHARTER REVIEW COMMITTEE FOR THE PURPOSE OF PROPOSING AMENDMENTS TO THE CITY CHARTER OF THE CITY OF DEL RIO, TEXAS

WHEREAS, Article XIII, Section 149 of the City Charter of the City of Del Rio, Texas and Section 9.004 of the Texas Local Government Code provide that amendments to an existing charter may be framed and submitted to the qualified voters of a home-rule city; and

WHEREAS, the City of Del Rio, Texas ("City"), is a home-rule city; and

WHEREAS, several sections of the City Charter of the City could be improved; and

WHEREAS, a Charter Review Committee ("Committee") is needed for the purpose of studying particular provisions of the City Charter, determining which sections of the City Charter are in need of revision, and drafting proposed amendments to the City Charter; and

WHEREAS, the City Council recognizes the need to revise certain provisions of the City Charter, hereby desires to create and establish a Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS, THAT:

1. A Charter Review Committee is hereby created and established for the purpose of studying the City Charter of the City of Del Rio determining which sections of the City Charter are in need of revision, and drafting proposed amendments to the City Charter.

2. The Committee shall consist of the following members:

    a. Ana Markowski-Smith
    b. Diana Salgado
    c. Jim Ramos
    d. David Martinez
    e. Eloy Padilla
    f. Anna Chapman
    g. Pat Collins
    h. Ramiro Guzman
    i. David Ortiz

3. The Committee, in order to carry out its aforesaid purposes, shall have the following powers:

    a. To call regular and special meetings of the Committee, at which there will be no quorum requirements in order for members present to proceed at the agreed time.

b. To call public hearings for the purpose of receiving public input and discussion on any issues which may develop.

4. The members of the Committee may elect any officers that it deems necessary, but shall include at least a chairperson and a secretary.

5. The Committee, through its chairperson, shall be responsible for making regular reports concerning the progress of their work to the City Council.

6. The Committee, through its secretary, shall keep minutes of all its meetings, including joint meetings with the City Council and any public hearings.

7. The final draft of each of the proposed amendments prepared by the Committee shall contain only one subject and shall be translated clearly, completely, and accurately into the Spanish language.

8. Upon completion of the proposed amendments to the City Charter, the Committee and the City Council shall hold any number of joint meetings which are necessary for the purpose of discussing and reaching an agreement as to the language of the proposed amendments.

PASSED AND APPROVED on this 27th day of December, 2016

_____
ROBERT GARZA
Mayor

ATTEST:

_____
ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION:

_____
HENRY ARREDONDO
City Manager

REVIEWED AS TO FORM AND LEGALITY:

_____
SUZANNE WEST
City Attorney

City Council Regular **11. c.**

Meeting Date: 12/27/2016

Submitted By: Sheris Moreno, Executive Secretary, Administration

Information

SUBJECT:

R: 2016 - 080 A Resolution by the City Council of the City of Del Rio, Texas in Support of the Extension in support of the Extension of Interstate 27 Along the Ports-To-Plains Corridor - Henry Arredondo, City Manager

SUMMARY:

Resolution by the City Council of the City of Del Rio, Texas Authorizing and Directing the City Manager, Henry Arredondo to Support the Extension of Interstate 27 Along the Ports-to-Plains Corridor South of Lubbock

BACKGROUND:

The Ports-to-Plains Corridor Coalition has created a committee of West Texas mayors and community leaders that is leading the effort to unite the region behind the initiative to extend I-27. The highway currently runs 124 miles between Lubbock and Amarillo. According to the Texas Freight Mobility Plan, "By 2040 over 73 percent of Texas' population and 82 percent of the state's employment is projected to be located within five miles of an interstate." An extended Interstate 27 is critical for the economic competitiveness of West Texas.

Texas does not have a major North-South interstate west of Interstate 35. Where Interstate 69 can serve as an alternative for freight moving to the northeast, an extended I-27 can be an I-35 relief route to the northwest.

The proposed extension of Interstate 27 connects major West Texas population and economic centers including Amarillo, Lubbock, Midland-Odessa and San Angelo in addition to numerous smaller communities. It will cross I-40, I-20 and I-10 and serve three border crossings with Mexico at Del Rio, Eagle Pass and Laredo. An extended I-27 will be a major backbone for the energy industry in Texas serving top oil and gas producing counties as well as the growing wind energy industry. Futhermore, it will serve the agriculture industry including many of Texas top counties for the production of cotton, cattle, corn, grains, sheep and goats and other commodities.

DISCUSSION:

Extending Interstate 27 in Texas is also a cost-effective option. A 2015 study from TxDOT estimated that it would cost about $7 billion to upgrade the nearly 1,000 miles of the Ports-to-Plains Corridor from the northern tip of Texas to Laredo. To extend I-27 approximately 500 miles from Lubbock to Laredo is projected to cost $5.2 billion. Compare that to the $4.8 billion it cost to rebuild 28 mile section of I 35 E from I 635 to US 380 in Dallas County. And even though the recently designated Interstate 14 is primarily an east-west route, there is a proposed segment that overlaps the Ports-to-Plains Corridor between Midland-Odessa and San Angelo, presenting an opportunity for that stretch to be jointly designated as I-14 and I-27.

A future Interstate designation will be a significant new economic development tool for communities along the corridor. Manufacturers, warehousing and distribution will be drawn to the new Interstate. Travel services businesses such as hotels, truck stops, convenience stores and restaurants, which can have a dramatic impact on small communities will also open. This will create much needed new jobs and expanded tax base in rural West Texas.

PROS:

N/A

CONS:

N/A

RECOMMENDATION:

Staff recommends the approval of this resolution to support the extension of Interstate 27 along the ports-to-plains corridor south of Lubbock.

Fiscal Impact

FISCAL IMPACT:

There is no fiscal impact associated with this resolution.

Attachments

Reso Support PTP

RESOLUTION NO. R: 2016 - 080

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS IN SUPPORT OF THE EXTENSION OF INTERSTATE 27 ALONG THE PORTS-TO-PLAINS CORRIDOR

WHEREAS, Congress has already designated the Ports-to-Plains Corridor in Texas as a High Priority Corridor on the National Highway System; and

WHEREAS, the Texas Department of Transportation published an *Initial Assessment Report on the Extension of I-27/Ports to Plains Corridor* in November , 2015 which stated: "The corridor will continue to be a critical link to state, national and international trade, growing population centers and critical energy and agricultural business sectors"; and

WHEREAS, according to the *Texas Freight Mobility Plan*, "By 2040 over 73 percent of Texas' population and 82 percent of the state's employment is projected to be located within five miles of an interstate"; and

WHEREAS, Texas has no major north-south interstate west of Interstate 35; and

WHEREAS, the *Texas Freight Mobility Plan* notes that further investment alone on I-35 will not fix the problem saying, "The state must focus not only on improving existing facilities, but also on developing future freight corridors to move products to markets and exports"; and

WHEREAS, the *Texas Freight Mobility Plan* goes on to recommend that TxDOT, "give additional consideration to the extension or designation of other interstate routes. Examples include I-27 and upgrades to portions of US Highway 190 to interstate standards"; and

WHEREAS, the proposed extension of Interstate 27 connects major West Texas population and economic centers including Amarillo, Lubbock, Midland-Odessa and San Angelo in addition to numerous smaller communities; and

WHEREAS, the proposed extension of Interstate 27 intersects with Interstate 40, Interstate 20 and Interstate 10; and

WHEREAS, the proposed extension of Interstate 27 will serve three border crossings with Mexico at Del Rio, Eagle Pass and Laredo; and

WHEREAS, the proposed extension of Interstate 27 will be a major backbone for the energy industry in Texas serving top oil and gas producing counties as well as the growing wind energy industry; and

WHEREAS, the proposed extension of Interstate 27 will also serve the agriculture industry including many of Texas top counties for the production of cotton, cattle, sheep and goats and other commodities; and

WHEREAS, extending Interstate 27 in Texas is also a cost-effective option. The Texas Department of Transportation's *Initial Assessment Report on the Extension of I-27/Ports to Plains Corridor* estimated that it would cost about $7 billion to upgrade the nearly 1,000 miles of the Ports-to-Plains Corridor from the northern tip of Texas to Laredo. To extend Interstate-27

approximately 500 miles from Lubbock to Laredo is projected to cost $5.2 billion. Compare that to the $4.8 billion it cost to rebuild 28 mile section of Interstate 35 east from Interstate 635 to U.S. Highway 380 in Dallas County; and

WHEREAS, an additional cost saving option is associated with the primarily east-west, recently designated, Interstate 14 which includes a proposed segment that overlaps the Ports-to-Plains Corridor between Midland-Odessa and San Angelo, presenting an opportunity for that segment to be jointly designated as Interstate 14 and Interstate 27; and

WHEREAS, a future Interstate designation will be a significant new economic development tool for communities along the corridor. Site selectors for manufacturers, warehousing and distribution recommend sites along an interstate highway and travel services businesses such as hotels, truck stops, convenience stores and restaurants, which can have a dramatic impact on small communities will also expand. This will create much needed new jobs and expanded tax base in rural West Texas; and

WHEREAS, while designation as a future interstate is the first step in a very long process before the completion of an interstate highway, that does not lessen the importance of extending Interstate 27.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS THAT:

Section 1. That the City of Del Rio supports the extension of Interstate 27

Section 2. This resolution to be in full force and effect from and after its passage and approval.

Section 3. If any portion or provision of this resolution shall for any reason be held to be invalid, the invalidity of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

PASSED AND APPROVED on this 27th day of December 2016

_____
ROBERT GARZA
Mayor

ATTEST:

_____
ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION:

_____
HENRY ARREDONDO
City Manager

REVIEW AS TO FORM AND LEGALITY:

_____
SUZANNE WEST
City Attorney

City Council Regular **11. d.**

Meeting Date: 12/27/2016

Submitted By: Esmeralda Meza, Community Services Director, COMMUNITY SERVICE

Information

SUBJECT:

R: 2016 - 081 A Resolution by the City Council of the City of Del Rio, Texas Authorizing and Directing City Manager, Henry Arredondo to sign the Interlocal Agreement between City of Del Rio and San Felipe Del Rio Consolidated Independent School District for the use of the San Felipe Springs Golf Course- Jose Elias Casteneda, Golf Course Superintendent and Esmeralda Meza, Community Services Director

SUMMARY:

Discussion and possible action on an ordinance to authorize and direct the City Manager Henry Arredondo the authority to sign an Interlocal Agreement with San Felipe Consolidated Independent School District (SFDRCISD) for the use of the San Felipe Springs Golf Course (SFSGC).

BACKGROUND:

SFDRCISD has a history of using SFSGC Student athletes of the District enrolled in the District's golf programs ("Students") and their program coaches, non-exclusive, school related use of the Facility as non-paying guests of the City.

DISCUSSION:

Council will determine that the use of the city's funds and facilities meets a beneficial municipal purpose.

PROS:

Continue joint history of cooperation for joint use of facilities that supports and advance the public interests each Party serves.

Student athletes of the District enrolled in the District's golf programs ("Students") and their program coaches, non-exclusive, school related use of the Facility as non-paying guests of the City.

District wishes to compensate City $24,000 for its costs in offering such courtesies and to additionally compensate City for times when District seeks exclusive, school-related use of the Facility.

CONS:

Times where District seeks exclusive, school-related use of the Facility, although financially compensated, will prevent members from using the golf course during that time frame.

RECOMMENDATION:

The Golf Superintendent and Community Services Director for the City of Del Rio recommends to the City Council that they discuss
and consider authorizing and directing the City Manager, Henry Arredondo to sign the interlocal agreement with San Felipe Independent School District for use of the San Felipe Springs Golf Course.

Fiscal Impact

FISCAL IMPACT:

The fiscal impact will be $24,000 annual revenue.

Attachments

ILA CISD Golf Course 2016

Exhibit A to Interlocal

SFSGC Interlocal Agmt

RESOLUTION NO. R: 2016 – 081

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS, AUTHORIZING AND DIRECTING CITY MANAGER, HENRY ARREDONDO TO SIGN THE INTERLOCAL AGREEMENT BETWEEN CITY OF DEL RIO AND SAN FELIPE DEL RIO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT FOR THE USE OF THE SAN FELIPE SPRINGS GOLF COURSE

WHEREAS, the San Felipe Del Rio Consolidated Independent School District have a history of cooperation for joint use of facilities that support and advance the public interests that each Party serves; and

WHEREAS, City owns certain property located in the City of Del Rio, Texas, known as the San Felipe Springs Country Club (further defined below as the "**Facility**"); and

WHEREAS, District's use of the Facility for District student recreational and sports activities, and compensation to City for such use will serve the public interests of both Parties; and

WHEREAS, City wishes to offer student athletes of District enrolled in District's golf programs ("**Students**") and their program coaches, non-exclusive use of the Facility as non-paying guests of City; and

WHEREAS, District wishes to compensate City for its costs in offering such courtesies and to additionally compensate City for times when District seeks exclusive, school-related use of the Facility; and

WHEREAS, payments for the performance of functions or services due under this Agreement will fairly compensate the performing party for performance under this Agreement and will be paid from current available revenues; and

WHEREAS, the Parties desire to memorialize this Agreement, which has been authorized by the governing body of each Party to this Agreement;

WHEREAS, the City has previously agreed to the terms of this contract; and

WHEREAS, the council hereby finds that the use of the city's funds and facilities meets a beneficial municipal purpose.

NOW THEEFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS, THAT:

City Manager Henry Arredondo is hereby authorized and directed to sign the Interlocal agreement for the use of the San Felipe Springs Golf Course Contract for Services to provide a Program to benefit the children of Del Rio by and between the San Felipe Del Rio Consolidated Independent School District and the City of Del Rio. A copy of said agreement is attached hereto and made a part hereof.

PASSED AND APPROVED on this 27th day of December 2016

_____
ROBERT GARZA
Mayor

ATTEST:

_____
ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION:

_____
HENRY ARREDONDO
City Manager

REVIEWED AS TO FORM AND LEGALITY:

_____
SUZANNE WEST
City Attorney

Exhibit A

BEGINNING at a point in the North right of way line of the Southern Pacific Railroad, said point being on the West bank of the lake above the Masonry dam in the West prong of the San Felipe Creek, Val Verde County, Texas, and bearing N. 68 deg. 30' E. and 370.2 feet distant from the point of intersection of the west line of Survey No. 184, and said North right of way line of the Southern Pacific Railroad;

Thence following a simple curve to the North 490.27 feet, the center of said survey bearing S. 75 deg. 00' W. and 527.0 feet distant from said point of beginning;

Thence N. 68 deg. 20' W. 232.5 feet to a point, this point being the P.C. of a 5 deg. 46' curve to the right;

Thence following said simple curve to the right 153.7 feet; the center of said survey bearing N. 21 deg. 40' E. and 970.0 feet distant from said P.C. to an old fence corner and point on the West line of the property formerly leased by the G. Bedell Moore Estate to the San Felipe Country Club.

Thence N. 11 deg. 00' W. 1009.4 feet to a fence corner;
Thence N. 35 deg. 00' E. 1400.0 feet to a fence corner;
Thence S. 75 deg. 00' E. 1144.6 feet to a fence corner;
Thence S. 14 deg. 42' E. 1841.0 feet to a fence corner and point in the North right of way line of the Southern

Pacific Railroad; Thence along said right of way line S. 68 deg. 30' W. 1619.8 feet to the point of beginning, containing 98.36 acres of land, more or less; being the same tract of land heretofore conveyed by G. Bedell Moore to San Felipe Country Club, be deed dated September 12, 1930, recorded in Volume 80, page 146, of the Deed Records of Val Verde County, Texas, less 9 acres, more or less, heretofore conveyed by the San Felipe Country Club, et al, to Roger H. Thurmond, County Judge of Val Verde County, Texas, on the 14th day of June A.D. 1934, as shown by deed record in Volum 88, page 100, of the Deed Records of Val Verde County, Texas, leaving 89.36 acres hereby leased; said property being located in Val Verde County, Texas

City Council Regular **12. a.**

Meeting Date: 12/27/2016

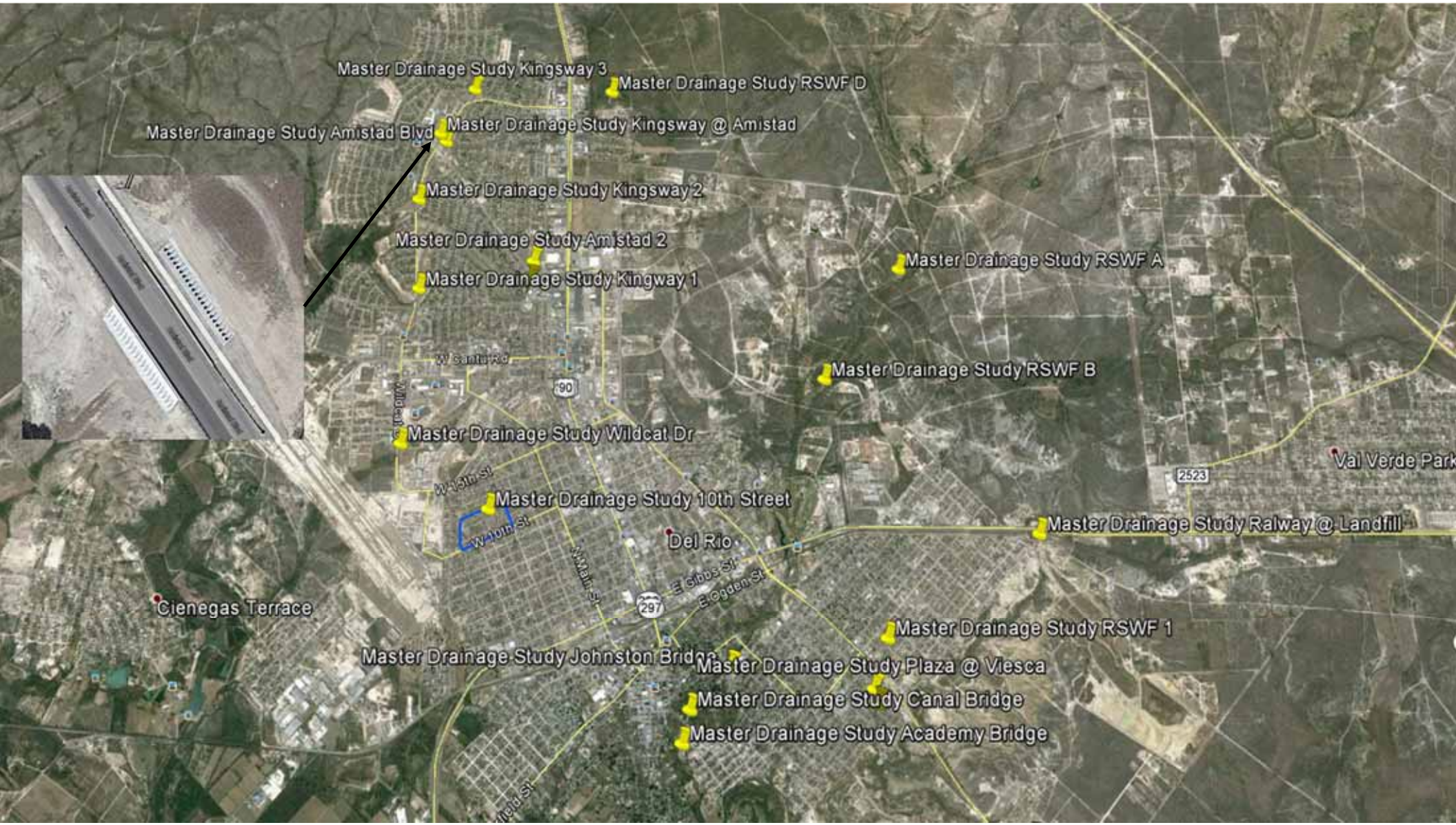
Information

Subject

Discussion and Possible Action by the City Council of the City of Del Rio, Texas on Selection of a project for the City's application for the 2017/2018 TXCDBG Community Development Fund Grant - Alejandro Garcia, Public Works Director

Attachments

TxCDBG Possible Projects


Master Drainage Study Kingsway 3
Master Drainage Study RSWF D
Master Drainage Study Amistad Blvd
Master Drainage Study Kingsway @ Amistad
Master Drainage Study Kingsway 2
Master Drainage Study Amistad 2
Master Drainage Study Kingway 1
Master Drainage Study RSWF A
Master Drainage Study RSWF B
Master Drainage Study Wildcat Dr
Vai Verde Park
Master Drainage Study 10th Street
Master Drainage Study Ralway @ Landfill
Del Rio
Cienegas Terrace
Master Drainage Study RSWF 1
Master Drainage Study Johnston Bridge
Master Drainage Study Plaza @ Viesca
Master Drainage Study Canal Bridge
Master Drainage Study Academy Bridge
W Santa Rd
90
2523
297
W 10th St
E Gibbs St
E Ogden St

Project	2012 Estimate	Project Year	Inflation #	Rev. Est.	Actual Order
Amistad Blvd	$ 230,000.00	2015	3	$ 258,718.72	1
10th Street	$ 1,136,000.00	2017	5	$ 1,382,117.70	2
Kingsway (1) @ Mary Lou	$ 299,000.00	2017	5	$ 363,779.22	3
Academy Street Bridge	$ 354,000.00	2017	5	$ 430,695.13	4
Canal Street Bridge	$ 994,000.00	2017	5	$ 1,209,352.98	5
Johnston Street Bridge	$ 414,000.00	2018	6	$ 523,842.07	6
Wildcat	$ 182,000.00	2018	6	$ 230,288.06	7
Kingsway (2) @ Fox	$ 289,000.00	2018	6	$ 365,677.20	8
Kingsway @ Amistad	$ 367,000.00	2018	6	$ 464,372.08	9
Plaza @ Viesca	$ 144,000.00	2019	7	$ 189,494.18	10
Railway @ landfill	$ 198,000.00	2019	7	$ 260,554.49	11
Bowie	$ 124,000.00	2019	7	$ 163,175.54	12
Kingsway (3) @ Oak Hollow	$ 194,000.00	2019	7	$ 255,290.77	13
Margaret Ln	$ 120,000.00	2020	8	$ 164,228.29	14
Amistad 2	$ 226,000.00	2020	8	$ 309,296.61	15
RSWF 1	$ 345,000.00	2021	9	$ 491,042.58	16
RSWF A	$ 3,156,000.00	2021	9	$ 4,491,972.08	17
RSWF D	$ 2,000,000.00	2021	9	$ 2,846,623.62	18
RSWF B	$ 18,514,000.00	2022	10	$ 27,405,242.69	19

City Council Regular **12. b.**

Meeting Date: 12/27/2016

Submitted By: Sheris Moreno, Executive Secretary

Information

Subject

New Fire Chief Hire Status - John Sheedy, Councilman

Attachments

No file(s) attached.