Commissioners Court –November 3, 2015
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **3rd day of November, 2015**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE - **Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag**
ROLL CALL

PRESENTATIONS & PROCLAMATIONS

1	3-4	Adopt a proclamation declaring the month of November 2015 as National Alzheimer's Disease Awareness Month. **COBB**
2	5-6	Adopt a proclamation declaring the month of November 2015 as National Caregiver Awareness Month. **COBB**

PUBLIC COMMENTS

At this time **3-MINUTE** comments will be taken from the audience on Non-Agenda related topics. To address the Court, please submit a Public Participation/ Witness Form to the County Clerk. Please Complete the Public Participation/ Witness Form in its Entirety.
NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.

CONSENT ITEMS

The following may be acted upon in one motion.
A Commissioner, the County Judge, or a Citizen may request items be pulled for separate discussion and/or action.

3	7	Approve payments of county invoices. **HERZOG**
4	8-11	Approve Commissioners Court Minutes of October 27, 2015. **COBB/GONZALEZ**
5	12-19	Approve Utility Permits. **COBB/BORCHERDING**
6	20	Approve the cancellation of the Hays County Commissioners Court on November 17, 2015. **INGALSBE**
7	21-29	Authorize the County Judge to execute Amendment Number Two (2) to the Professional Services Agreement with RVi Planning and Landscape Architecture for additional work at the Dahlstrom Ranch Public Access Area, in the amount of $8,600.00. **JONES/HAUFF**
8	30-93	Authorize the County Judge to execute a contract with the Texas Department of State Health Services (DSHS) for one-time supplemental funding under the FY16 Public Health Emergency Preparedness (PHEP) BP4 Grant Program in the amount of $36,651.00. **COBB/GARZA/HAUFF**
9	93	Amend the budget of the District Attorney's Drug Forfeiture Fund to purchase two new scanners. **COBB/MAU**
10	94	Authorize the Sheriff's Office Community Outreach Division to accept a donation of $500.00 and amend the budget accordingly. **COBB/CUTLER**
11	95-99	Approve specifications for RFQ 2016-P04 Request for Qualifications for Professional Engineering Services to study feasibility of making improvements to Posey Road in Pct. 1 and Pct. 3 and authorize Purchasing to solicit for qualifications and advertise. **CONLEY/INGALSBE/BORCHERDING**

ACTION ITEMS

ROADS

12	100-102	Discussion and possible action to consider the acceptance of road construction and drainage improvements, release of the construction bond, and acceptance of the maintenance bond for a 2-year period for Reunion Ranch subdivision, Ph. 2, Sec. 2. **WHISENANT/BORCHERDING**

13	103-105	Discussion and possible action to consider the acceptance of road construction and drainage improvements, release of the construction bond, and acceptance of the maintenance bond for a 2-year period for Shadow Creek subdivision, Ph. 8, Sec. 1. **JONES/BORCHERDING**

MISCELLANEOUS

14	106	Discussion and possible action to consider a variance from Section 10 C-1 of the Hays County Rules for On-Site Sewage Facilities and grant a development authorization to Robert Dixon, owner of a portion of Lot 21, Green Acres Subdivision. **CONLEY/HAIRELL**
15	107-119	Discussion and possible action to authorize the Sheriff's Office to begin renovations of the training facilities that were damaged during the May 2015 Flood and amend the budget accordingly. **COBB/CUTLER**

EXECUTIVE SESSIONS

The Commissioners Court will announce it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda. The Commissioners Court may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.

16	120	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to acquisition of an approximately one (1) acre parcel of land, with improvements, in Precinct 3 of Hays County. Possible action to follow in open court. **CONLEY**

STANDING AGENDA ITEMS

The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.

17	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **COBB/CUTLER**
18	Discussion and possible action related to the burn ban and/or disaster declaration. **COBB/CHAMBERS**
19	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Laura Harris, HNTB and Allen Crozier, HDR. Possible action may follow. **COBB**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 30th day of October, 2015

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Adopt a proclamation declaring the month of November 2015 as National Alzheimer's Disease Awareness Month.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	November 3, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	COBB	N/A

SUMMARY

See following proclamation.

PROCLAMATION DECLARING NOVEMBER 2015 AS
ALZHEIMER'S DISEASE AWARENESS MONTH

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, 1 in 9 older adults have Alzheimer's or a related dementia and 15 percent of people ages 65 to 74 have Alzheimer's disease. 43 percent of older adults from 75-84 years have Alzheimer's and 38 percent of seniors aged 85 and older may have Alzheimer's disease; and,

WHEREAS, Alzheimer's disease is the 6th leading cause of death among American adults and the 5th leading cause of death for people aged 65 years and older; and,

WHEREAS, about 5.3 million Americans of all ages have Alzheimer's disease and more than 15 million people care for a loved one with the disease; and,

WHEREAS, mortality rates for Alzheimer's disease are rising, unlike heart disease and cancer death rates that continue to decline; and,

WHEREAS, as the population in the United States ages, more people are at risk for Alzheimer's disease and their caregivers must struggle to manage the illness and control its impact on their own lives.

NOW, THEREFORE, the Hays County Commissioners Court does hereby proclaim November 2015 to be

ALZHEIMER'S DISEASE AWARENESS MONTH

and asks all Hays County citizens to show support for those who have Alzheimer's disease and those who serve as caregivers for persons diagnosed with Alzheimer's disease.

ADOPTED THIS THE 3RD DAY OF NOVEMBER 2015

_____
Bert Cobb
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Mark Jones
Commissioner, Pct. 2

_____
Will Conley
Commissioner, Pct. 3

_____
Ray Whisenant
Commissioner, Pct. 4

ATTEST:

_____
Liz Q. Gonzalez
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Adopt a proclamation declaring the month of November 2015 as National Caregiver Awareness Month.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	November 3, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	COBB	N/A

SUMMARY

See following proclamation.

PROCLAMATION DECLARING NOVEMBER 2015 AS NATIONAL CAREGIVER AWARENESS MONTH

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, an estimated 43.5 million adults in the U.S. provide unpaid care to an adult or a child today and are the backbone of the Nation's long-term care system, providing an estimated $450 billion worth of unpaid care each year; and,

WHEREAS, 34.2 million of those Caregivers are caring for someone over the age of 50; and

WHEREAS, Alzheimer's is driving the numbers up, more than 15 million caregivers are providing care to more than 5.5 million loved ones with Alzheimer's disease; and,

WHEREAS, the number of parents caring for children (3.7 million) with special needs is increasing due to the rise in cases of many childhood conditions; and,

WHEREAS, wounded veterans require family caregivers; as many as 1 million Americans are caring in their homes for service members from the Iraq and Afghanistan wars who are suffering from traumatic brain injury, post-traumatic stress disorder, or other wounds and illnesses; and,

WHEREAS, it's not just women doing the caregiving; men are now almost as likely to say they are family caregivers as women are (40% of men; 60% of women) and 36% of younger Americans between ages 18 and 29 are family caregivers as well, including 1 million young people who care for loved ones with Alzheimer's; and,

WHEREAS, About 6 in 10 family caregivers perform complex medical/nursing task for their loved ones such as managing multiple medications, providing wound care, operating specialized medical equipment, monitoring blood pressure and blood sugar; and addressing incontinence issues;;

NOW, THEREFORE, BE IT PROCLAIMED that the Hays County Commissioners Court does hereby proclaim November 2015 as:

NATIONAL CAREGIVER AWARENESS MONTH

in Hays County to bring awareness to the hours of uncompensated care provided by Caregivers throughout Hays County.

ADOPTED THIS THE 3rd DAY OF NOVEMBER, 2015

Bert Cobb
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Will Conley
Commissioner, Pct. 3

Ray Whisenant
Commissioner, Pct. 4

ATTEST:

Liz Q. Gonzalez
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 3, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR APPROVAL:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	HERZOG	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Commissioners Court Minutes of October 27, 2015.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 3, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Gonzalez	COBB	N/A

SUMMARY

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 27TH DAY OF OCTOBER A.D., 2015, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
WILL CONLEY	**COMMISSIONER, PCT. 3**
RAY O. WHISENANT JR	**COMMISSIONER, PCT. 4**
LIZ Q. GONZALEZ	**COUNTY CLERK**

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Cobb gave the invocation. Judge Cobb led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Cobb called the meeting to order.

PRESENTATION OF HAYS COUNTY SERVICE AWARDS

Shari Miller of the Human Resources Department presented the Hays County Service Awards. 5-Year Award – Jessica Schuelke – Sheriff's Office. 10-Year Award – Ruby Castilleja – District Judge's Office. 15-Year Award – Delia Domke – Treasurer's Office.

31065 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve payments of county invoices in the amount of $762,802.48 by the Count Auditor. All voting "Aye". MOTION PASSED

31066 APPROVE COMMISSIONERS COURT MINUTES OF OCTOBER 20, 2015

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve Commissioners Court minutes of October 20, 2015. All voting "Aye". MOTION PASSED

31067 AUTHORIZE THE SHERIFF'S OFFICE TO UTILIZE EXISTING FUNDS FOR THE EMERGENCY PURCHASE OF A REPLACEMENT HOT WATER HEATER TANK FOR THE HAYS COUNTY JAIL AND AMEND THE BUDGET ACCORDINGLY

The Sheriff's Office, Jail Division requests a budget amendment to cover the cost of a replacement tank for the hot water heater in the jail. The current tank is leaking and funds were identified in the current operating budget for the jail to replace the tank. Budget Amendment. Reduce 001-618-03.5207 - Building Maintenance Supplies ($8,239.00) Increase 001-618-03.5719_700 - Miscellaneous Equipment Capital Outlay +$8,239.00. **A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to authorize the Sheriff's office to utilize existing funds for the emergency purchase of a replacement hot water heater tank for the Hays County jail and amend the budget accordingly. All voting "Aye". MOTION PASSED**

31068 AUTHORIZE THE DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT TO AMEND THE FEE SCHEDULE FOR JACOBS WELL NATURAL AREA, EFFECTIVE 10/1/15

In 2015, staff began collecting fee for access to swimming at JWNA. After Labor Day, traffic is reduced significantly and many days, there are no users of that part of the park. Staff wishes to amend the fee schedule to collect fees from 3/1 to 10/1 annually. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the development and community services department to amend the fee schedule for Jacobs well natural area, effective 10/1/15. All voting "Aye". MOTION PASSED**

31069 AUTHORIZE INSTITUTIONAL OSSF PERMIT AT 701 S. OAK FOREST, DRIPPING SPRINGS, TX

Joel Edwards is proposing an OSSF to serve a residential treatment/recovery facility for Hiedib Properties, LLC at 701 S. Oak Forest Drive in Precinct 4. This property is 12.7 acres in size and water will be supplied by a private water well. The treatment components of this on-site sewage facility will be an equalization tank followed by standard treatment. Effluent will be dispersed to a low pressure dosed drainfield. The system was designed by Steve Wenzel, P.E., R.S., for a maximum of 1056 GPD. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize Institutional OSSF Permit at 701 S. Oak Forest, Dripping Springs, TX. All voting "Aye". MOTION PASSED**

31070 AMEND THE OFFICE OF THE GOVERNOR, CJD JUSTICE OF THE PEACE COURT CASEWORKER GRANT BUDGET FOR APPROVED EQUIPMENT PURCHASES

The CJD JP Caseworker grant included approved equipment purchases for the caseworker to utilize. No county funds are needed. Budget Amendment: Increase Data Supplies – 001-627-99-089.5202 - $246 (monitor) Increase Computer Equipment – 001-627-99-089.5712_400 - $1,779 (laptop w/accessories and scanner) Decrease Office Supplies - 001-627-99-089.5211 - ($2,025). **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to amend the office of the Governor CJD Justice of the Peace court caseworker grant budget for approved equipment purchases. All voting "Aye". MOTION PASSED**

31071 BUDGET A GRANT AWARD FROM THE DEPARTMENT OF STATE HEALTH SERVICES FOR INFECTIOUS DISEASE CONTROL AND EPIDEMIOLOGY EBOLA ACTIVITIES

The Personal Health Department has received a grant award for fiscal year 2016 from DSHS for Infectious Disease Control and Epidemiology Ebola activities. No matching funds are required. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to budget a Grant Award from the Department of State Health Services for Infectious Disease Control and Epidemiology Ebola activities. All voting "Aye". MOTION PASSED**

Clerk's Note Agenda Item #9 RE: *ABANDON VARIOUS PORTIONS OF RIGHT OF WAY WITHIN THE SUBDIVISION KNOW AS OAKRIDGE PARK, SEC. 1 AND SEC. 2, AT KINNICINIK IN PRECINCT 4 OF HAYS COUNTY* **– was pulled**

31072 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE GUADALUPE BLANCO RIVER AUTHORITY TO PARTICIPATE IN PHASE III OF THE FLOOD FEASIBILITY AND FLOOD PROTECTION STUDY IN THE GUADALUPE-BLANCO RIVER BASIN

Since August of 2011, Hays County has partnered with the Guadalupe-Blanco River Authority (GBRA) to participate in various Phases of a Flood Protection Planning Study in the Guadalupe-Blanco River Basin. Phase II is near completion and Phase III will begin soon. This phase will complete the comprehensive study by modeling the remaining small tributaries that drain the southern half of the County into the Guadalupe-Blanco basin, in partnership with the City of Kyle and City of Wimberley. On 2/10/15, the Commissioners Court chose to participate in the final phase of the study. The attached interlocal agreement begins the participation process now that requisite grants have been signed by the Texas Water. Development Board (TWDB). Funding will be split between FY '16 and FY '17 in equal amounts ($56,650 annually). Funding for participation was approved in the FY 2016 budget. **A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Interlocal Agreement with the Guadalupe Blanco River Authority to participate in Phase III of the flood feasibility and flood protection study in the Guadalupe-Blanco River Basin. All voting "Aye". MOTION PASSED**

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PERFORMANCE AND DUTIES OF THE VETERANS SERVICE OFFICER, FIRE MARSHALL, EMERGENCY MANAGEMENT COORDINATOR, IT DIRECTOR, HUMAN RESOURCES DIRECTOR, TRANSPORTATION DIRECTOR, GENERAL COUNSEL, ELECTIONS ADMINISTRATOR, DEVELOPMENT AND COMMUNITY SERVICES DIRECTOR, AND GRANTS ADMINISTRATOR

Court convened into Executive session at 9:40 a.m. and reconvened into open court at 10:43 a.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, General Counsel Mark Kennedy, and Dee Dee Baen. No Action Taken

DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW

Judge Cobb gave the Jail Report. Hays County's current maximum jail capacity is 362 inmates. Jail Standards recommends holding approximately 10% of capacity open. That lowers our capacity to 311. The jail's daily average was 288 and peak was 304 on October 21th for the week of October 18 to October 24, 2015. The maximum female capacity is 76 inmates. Last week's average was 60 and peak was 64 on 10/22/2015. The maximum male capacity is 256 inmates. Last week's average was 228 and peak was 240 on 10/21/2015. Inmate at Guadalupe County: 25. Inmate at Bastrop County: 27. Inmate at Caldwell County: 42. Inmate at Walker County: 11.

DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

Clint Browning, Assistant Fire Marshal, updated the court on the current conditions. Clint Browning gave the current Drought Index – 225. He also explained that Hays County is still in a drought. Judge Cobb lifted the Burn Ban on October 26, 2015. Judge Cobb asked the citizens of Hays County to burn safely and to notify the local authorities, when conducting outdoor burning.

Clerk's Note Agenda Item #14 RE: *DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, LAURA HARRIS, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW* **– was pulled**

ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to adjourn court.

I, LIZ Q. GONZALEZ, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on October 27, 2015.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

LIZ Q GONZALEZ, COUNTY CLERK AND EXOFFICIO CLERK OF THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 3, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	COBB	N/A

SUMMARY

Permit	Road Name	Utility
955	Creek Rd	Electric (PEC)
957	Plant Lady Lane	Electric (PEC)

HAYS COUNTY TRANSPORTATION DEPARTMENT

UTILITY PERMIT APPROVAL LETTER

Approval of Utility Permit: 955

Application Date: October 15, 2015

Commissioner Court Approval Date: November 3, 2015

Company Name: Pedernales Electric Cooperative
Company Address: 9115 Circle Drive, Austin, TX 78736
Company Phone: (888) 554-4732
Company Contact: Pedro R. Estrada

Type of Utility: electric service line (aerial)

Road Name: Creek Rd
Subdivision:
Pct. #: 4

Specs: Installation of a primary electric line for approximately 40 feet, crossing aerially over Creek Rd from a property on the south side of the road to a property on the north side of the road, with no new poles or guy wires within county ROW.

Please contact the Transportation Department at least 24 hours before work begins, and use the proper traffic control practice thru the work zone.

Clear

955

Notice of Proposed Installation
Utility Line on Hays County Right of Way

Date: 10/15/2015

TO: The Hays County Road Department
c/o Permits and Inspections
2171 Yarrington Rd
P.O. Box 906
San Marcos, Texas 78667-0906

Formal notice is hereby given that PEDERNALES ELECTRIC COOPERATIVE INC.
Company proposes to place a AERIAL EXTENSION OF PRIMARY LINE
line within the right-of-way of CREEK RD
as follows: (give location, length, general design, etc.)
WE WILL BE AERIALLY EXTENDING APPROXIMATELY 40' OF PRIMARY LINE ACROSS CREEK ROAD. NO POLES OR GUYS ARE REQUIRED IN R.O.W.

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act", the "Federal Endangered Species Act", and the "Federal Historic Preservation Act". Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions".

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by 1 complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road: and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 1 day of NOVEMBER, 2015.

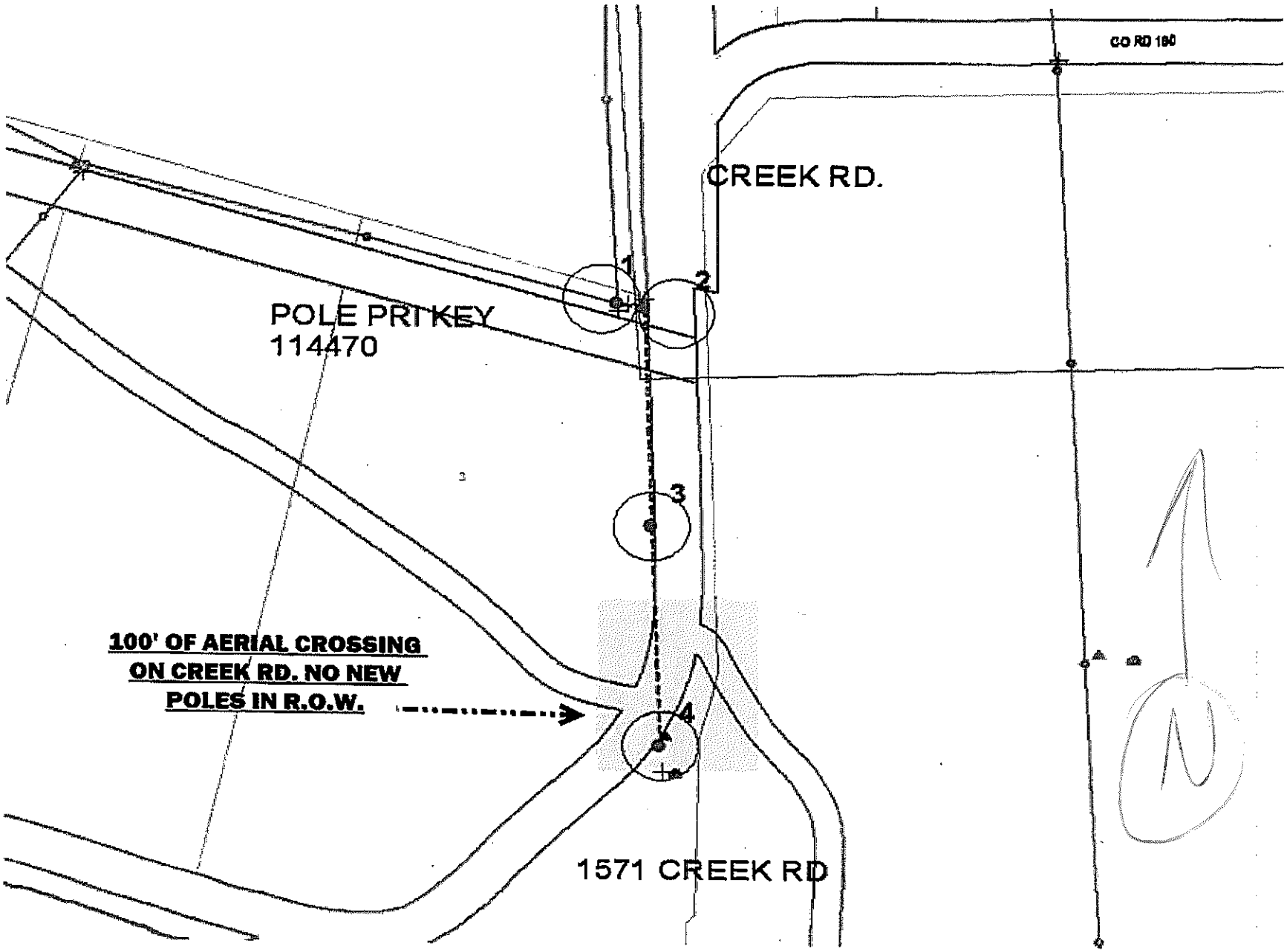
General Special Provisions:

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Pedernales Electric Cooperative Inc.
By (Print) PEDRO R. ESTRADA
Signature [signature]

Title DISTRICT PLANNING SUPERVISOR
Address 9115 CIRCLE DRIVE
AUSTIN, TX 78736
Phone (888) 554-4732 Ext 7920

Terry D. [signature] Operations Superintendent 10/19/15


CO RD 190
CREEK RD.
1
2
POLE PRT KEY
114470
3
100' OF AERIAL CROSSING
ON CREEK RD. NO NEW
POLES IN R.O.W.
4
1571 CREEK RD

HAYS COUNTY TRANSPORTATION DEPARTMENT

UTILITY PERMIT APPROVAL LETTER

Approval of Utility Permit: 957

Application Date: October 23, 2015

Commissioner Court Approval Date: November 3, 2015

Company Name: Pedernales Electric Cooperative
Company Address: 9115 Circle Drive, Austin, TX 78736
Company Phone: (800) 868-4791, ext. 7920
Company Contact: Pedro R. Estrada

Type of Utility: electric service line (aerial)

Road Name: Plant Lady Lane
Subdivision: Pioneer Ranch 2
Pct. #: 4

Specs: Installation of an electric service line for property address 1001 Plant Lady Lane for approximately 75 feet, extending aerially across the road from a new pole in the eastern ROW of Plant Lady Lane to a pole on the property to the west.

Please contact the Transportation Department at least 24 hours before work begins, and use the proper traffic control practice thru the work zone.

Clear

Notice of Proposed Installation
Utility Line on Hays County Right of Way

957

Date: 10/23/2015

TO: The Hays County Road Department
c/o Permits and Inspections
2171 Yarrington Rd
P.O. Box 906
San Marcos, Texas 78667-0906

Formal notice is hereby given that Pedernales Electric Cooperative Inc

Company proposes to place a pole

line within the right-of-way of Plant Lady Lane

as follows: (give location, length, general design, etc.)

We will be setting one pole in our existing primary line in the road right of way of Plant Lady Lane and aerially extending service approximately 75 feet across Plant Lady Lane.

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act", the "Federal Endangered Species Act", and the "Federal Historic Preservation Act". Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions".

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by 1 complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road: and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 13th day of November, 2015.

General Special Provisions:

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Pedernales Electric Cooperative Inc. Title District Planning Supervisor

By (Print) Pedro R. Estrada Address 9115 Circle Drive

Signature Austin, Tx 78736

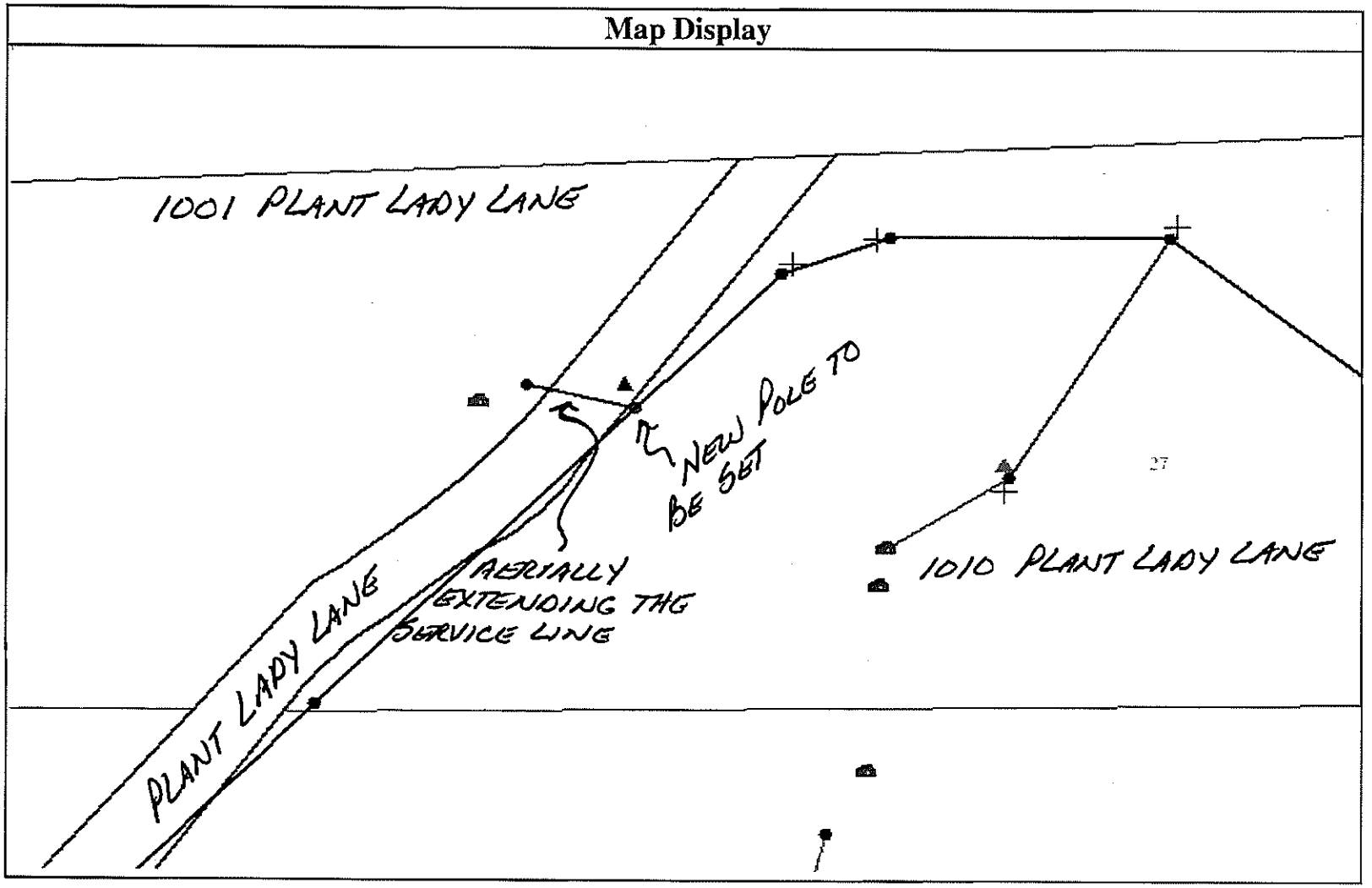
Phone (800) 868-4791 Ext 7920

08/04

Troy D. Mullen Operations Superintendent 10/23/15 PECFRMO087

Trimble

Map Display



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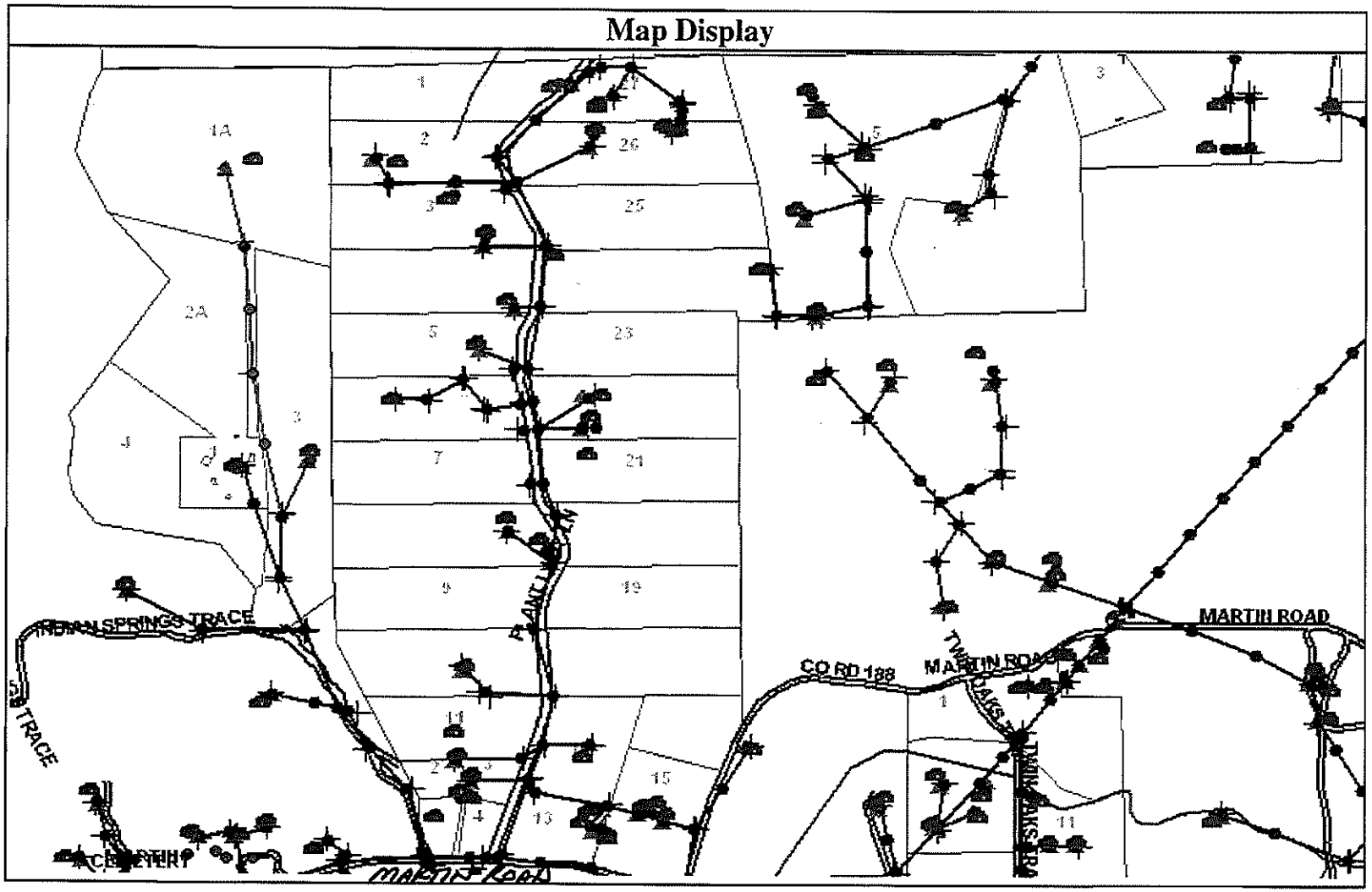
Map Display



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the cancellation of the Hays County Commissioners Court on November 17, 2015.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 3, 2015	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to execute Amendment Number Two (2) to the Professional Services Agreement with RVi Planning and Landscape Architecture for additional work at the Dahlstrom Ranch Public Access Area, in the amount of $8,600.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 3, 2015	$8,600.00

LINE ITEM NUMBER

150-812-97-413.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Hauff	JONES	N/A

SUMMARY

On September 16, 2014 Hays County entered into a Professional Services Agreement (PSA) with RVi Planning and Landscape Architecture per RFQ #2014-P01 for design and construction management services for development of the Jacob's Well Natural Area (JWNA) and the Dahlstrom Ranch Public Access Area (Dahlstrom Ranch), in a not-to exceed amount of $76,600. Amendment One (1) to the PSA was approved on April 14, 2015 for additional services required at JWNA - the preparation of a TCEQ Edwards Aquifer Contributing Zone Plan, Exception Request - that increased the PSA amount to $85,050.00.

Additional work beyond the scope anticipated in the original agreement has been incurred by RVi as a result of addressing project/plan comments from the Dahlstrom Family, the City of Austin, the Hill Country Conservancy, and Hays County. This is due to the nature of existing and pending agreements between the various parties and evolving plans for future overall site development. Proposed Amendment Number Two (2), in the amount of $8,600.00, accounts for work already conducted to satisfy the requirements of the various parties and also provides a small contingency amount for other pending adjustments to the development plans. The rates for additional services were specified in the original agreement. If approved, the total contract amount will be increased from $85,050.00 to a not-to exceed amount of $93,650.00. Funds to cover the additional costs have already been budgeted from Park Bond proceeds for the Dahlstrom Ranch Public Access Area.

AMENDMENT No. 2 LANDSCAPE ARCHITECTURAL DESIGN CONTRACT
RVi No. 144216

This Amendment to Landscape Architectural Design Services Agreement (the "Amendment") is entered into as of this 21th day of October, 2015 by and between Hays County, Texas ("Client") and RVi ("Consultant").

I. RECITALS

A. Client and Consultant have entered into that certain Agreement for Landscape Architectural Design Services for Jacob's Well Natural Area & Dahlstrom Ranch Public Access Area (Howe Pasture) dated as of September 16, 2014 (the "Original Agreement") and desire to amend the Original Agreement.

B. Except as expressly modified by Amendment 1 and this Amendment, the Original Agreement remains unchanged and in full force and effect.

II. AGREEMENT

A. The parties agree that the Scope of Services is hereby amended by adding the following:

For the Dahlstrom Ranch Public Access Area, Consultant has prepared revisions beyond initial scope and may provide additional services including design changes and modifications to construction documents requested by Hill Country Conservancy, The City of Austin, or the Dahlstrom Family and approved by Hayes County.

B. The parties agree that COMPENSATION of the Original Agreement is hereby amended by adding the following:

1. The Client agrees the consultant has provided additional services totaling $5,600.00, as of October 21st, 2015.

2. The Client agrees to pay the Consultant the hourly rates as outlined in the original scope of services for any further additional services, not to exceed $3,000.00.

III. APPROVED AND ACCEPTED

This Amendment to Land Planning and/or Landscape Architectural Design Services Agreement is approved and accepted by the Client and Consultant upon both parties signing and dating the Amendment, and returning a signed copy to the Consultant. The effective date of the Amendment shall be the last date entered below.

CONSULTANT: **RVI**	CLIENT: **Hays County**
Barbara Austin	
Barbara Austin Vice President	Hays, Co. Texas
October 21, 2015 Date	Date

Memorandum

Date: **10-22-2015**

RE: Dahlstrom Ranch Public Access Development
Additional Services
RVi project no. 144216

BY: Drew Carman, RVi

cc: Jeff Hauff / Hays Co.
Clint Garza / Hays Co.

Additional series of revisions to Construction Documents beyond initial comments from Hill County Conservancy, City of Austin, Dahlstrom Family, and Hays County.

Hours as of 10-21-2015		
Landscape Architect/Project Manager (RVi)	33.5 hrs	$3,350.00
Engineer (Banks & Assoc.)	8.75hrs	$1312.50
Drafting (Banks & Assoc.)	12.5hrs	$937.50
Total		$5600.00

(revisions summary attached)

Memorandum [attachment]

Revision beyond initial comments, considered additional services, from Hays Co., COA, HCC and the Dahlstrom Family, by approximate date received. All revisions have been made and are reflected in the latest construction document set sent on 10-22-2015.

Hays Co.

1-28-2015:

- "Hand clearing only" note for nature trail to minimize disturbance so silt fence will not be needed
- Add "or approved equal" to all manufacturer notes per purchasing dept. request.
- High Fence and Cattle guard will need to be addressed.

Dahlstrom Family

12-19-2014:

- Family: concern is mostly oriented around what we are now calling the "mulch trails." In other words, the A.D.A. trail's alignment should be fine, except that we are going to have to move the parking within the development zone (to the west), and thus move the northernmost section of A.D.A. trail to connect with the parking area.

- Avoid intentional focus on recharge features that would qualify as an attractive nuisance. If a person could climb in it, they don't want to take the trail directly by it, and they especially don't want to point it out with signage and/or kiosks.

2-5-2015:

- Driveway to be moved to the West side of Dev. Zone, subsequently approved by site visit with Erin/TXDOT.

2-20-2015:

- Gate and Cattle Guard to match existing, recessed.

- Page L 1.0 general notes: RVI will need to add a note stating something like " the owner may require re-vegetation for disturbed areas within the 30 LOC.
- On page L2.1, please add the locations of existing ranch roads to the map. Whenever possible, the contractors should use those roads to navigate the property.

3-27-2015:

- Show existing tree locations in Erin's plan (C1.3), similar to as they are shown in 1/L2.2.
- Be sure the fence is shown pulling back to the Gate. note that contractor must match new fence with existing.

COA/HCC

2-20-2015:

- On page L 2.1, the armored stream crossing on the mulch trail isn't represented. This is approximately located at coordinate point #103.
- On page L 2.1, there are two recharge features not represented. I they are called agarita and hobbit hole.
- Show precisely where spoils will be located. Mark is going to check with Frank at HCC to make sure that storing the spoils on site temporarily won't cause any issues.
- Trail length recalculated to feet and shown larger.
- Dimensions of armored crossings on plan and detail.
- Remove swales on nature trail.
- Remove notes on compaction of subgrade and clearing on nature trail.
- Remove swales on DG trail.

3-27-2015

- Add note about re-vegetating the stockpile: Contractor shall re-vegetate stockpile after construction. Ref. notes, L1.0
- Remove boulders or site material re-use.
- Change wheel stops to typical concrete stops.

COA/HCC

6-12-2015:

1) For easy reference for all parties, we suggest that you list the requirements of Section 8 of the Development Plan, regarding the necessary components of a the construction plan. For instance, you could include the following as bullet points, with the necessary details

included in the list or notes referencing where the needed details can be found in the plan. The following is the relevant excerpt from Section 8, with my notes in italics:

Such Plans shall include:
(a) a map showing the location of the Major Improvements and Agricultural Improvements to be removed or the proposed location of the proposed Major Improvements and Agricultural Improvements to be constructed, as applicable (*reference exhibits*);
(b) the total Impervious Cover of the Major Improvements and Agricultural Improvements to be removed and/or new Major Improvements and Agricultural Improvements to be constructed, as applicable (*please include table here for easy reference*);
(c) a construction schedule (*If this is not yet determined, we can review other components of the plan and then finalize review when the construction schedule is available.*);
(d) a list of any governmental permits required for such activities; and
(e) any other information Grantees reasonably request in order to determine whether such activities comply with the requirements of this Conservation Easement, including this Development Plan.

2) We request that construction plans show all No Development Zones referenced in the conservation easement and baseline documentation report, as well as any discovered during required karst surveying. The needed context is below…

- Any features shown on Exhibit D-1 of the CE and their NDZs need to displayed on all exhibits.

- The survey will help to resolve with certainty whether any "potential karst feature" is actually a feature. Also, the survey should demonstrate why any buffer the geoscientist is recommending is appropriate.

- Development Plan Section 10 (c): "Prior to commencement of construction of any Major Improvements and Agricultural Improvements outside of the Building Areas, **Grantor must investigate the area within 500 feet from the location on which Grantor proposes to construct such Improvements for any archaeological sites, sinkholes, caves, or other karst features. Grantor must provide Grantees with one or more written reports prepared by a licensed archaeologist or licensed geoscientist**

familiar with karst features, as appropriate, evidencing that the location of such Improvements is outside of the No Development Zone as it pertains to archaeological sites and karst features, and that <u>construction of such Improvements will not have any materially adverse effect on any such karst features or archaeological sites</u>."

3) C1.3, the Driveway/Parking Lot Plan and Profile, notes a "saw cut to tie to existing pavement". What will this entail? If a trench, how wide and how deep? What will be done with excavated material?

4) The Water Pollution Abatement Plan states that hydrocarbons may be no closer than 150' from sensitive features. The conservation easement is more restrictive than the WPAP, so there should be an apparent notation stating that no storage tank for hydrocarbons may be within 500' of any sensitive feature identified in the Conservation Easement as well as 500' from any features discovered during surveying. The operative language, taken from Section 6 of the Management Plan, is below. (Also, please note the reference to the required secondary containment and include a similar clause in the plan.)

- Any aboveground storage tank system (except water, propane and butane tanks) must be constructed in consultation with the Texas Commission for Environmental Quality (TCEQ) Edwards Aquifer Protection Program and must meet all requirements of a TCEQ Aboveground Storage Tank Facility Plan. Also, any aboveground storage tank system must be located **a minimum horizontal distance of 500 feet from any waterways, water wells, springs, caves, wetlands, recharge features and other sensitive features**, except this buffer does not apply to above ground storage tank systems that hold only untreated water and are adjacent to water wells. **All aboveground storage tank systems must include a secondary containment with a minimum of 150% of the volume of the subject tank**, except water, butane or propane tanks for residential or agricultural use or such other protective containment method as reasonably acceptable to Grantees.

5) The exhibit under # 1 "Nature Trail" on L.2.3 in left corner depicts the profile for the trail with reference to a "subgrade". To avoid any confusion during construction, we recommend that reference to the

subgrade be removed, or it should be clearly stated that there will be no impact to the natural subgrade.

6) General Notes # 18: In order to increase plant diversity and promote prompt revegetation, we suggest that you supplement Ladybird's Legacy (which is limited to forbs/wildflowers) with a mix of "early-successional" (i.e., promoting fast revegetation) native grass species. You could include some of the species below or use a mix such as the Midway Mix or Dam Slope Mix. (We can help with developing the mix if you like.)

- Preferred native grasses include the following (high performing varieties - which are not essential - in italics)
  - big bluestem (Earl)
  - little bluestem (central Texas native)
  - sideoats gramma (Haskell)
  - indiangrass (Lometa)
  - green sprangletop (Van Horn)
  - Canada rye (Lavaca)

- Either way, you could reduce the total rate of seeding somewhat to save some money, as the proposed rate of application in the plan is pretty high.

- Also, the plan should be specific about what mix will be used, rather than leaving the door open to an "approved equal", as this is where subcontractors have a reputation for applying seed that no one else intended to have seeded.

7) General Notes # 9, 16, 17, 21 & 22 are good notes and examples of where an in-person discussion with the appropriate contractors and subcontractors (i.e., those actually operating the equipment) will be especially helpful. Some of this discussion can take place at the pre-construction meeting, and should be supplemented by regular guidance by the project manager(s) on site. Two additional notes follow…

- Item 16 gives reference to a 150' disturbance buffer around karst features, and item 17 references not disturbing areas within the No Development Zones (NDZs). In some cases, the nDZs are wider than 150' from a karst features, so these two items should be reconciled for clarity.

- By the way, will the extent of the 20-acre Development Zone and vehicle and material staging area(s) be clearly delineated on site?

8) Are there plans to bring topsoil or fill to the site, or will all fill and soil be gathered from offsite? Please let us know the origin of any fill or soil to be used.

9) Proposed IC = 42,473 sq ft. Please note that actual IC will be based on on-the-ground measurements and the definition of Impervious Cover provided in the Development Plan.

Hays Co.

10/13/2015:

- Realignment of lower ADA trail, remove route under tree and move to top of berm. Overlook should face south.
- Calculate slope to adhere to TAS regulation.
- Recalculate coordinate control points # 22, 23, 24, and coordinate control points for Bench #3 and Sign B.
- Revise Amendment 2 for approval.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to execute a contract with the Texas Department of State Health Services (DSHS) for one-time supplemental funding under the FY16 Public Health Emergency Preparedness (PHEP) BP4 Grant Program in the amount of $36,651.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 3, 2015	$3,665.10

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza/Hauff	COBB	N/A

SUMMARY

On July 7, 2015 the Commissioners Court authorized to submit a budget for a one-time supplemental funding to the Department of State Health Services (DSHS) in the amount of $36,651.00 with a 10% match required from Hays County. The funding will be used for travel, supplies, equipment and will be consistent with the functions of the PHEP program assumed by Hays County. The availability of these funds will be from November 1, 2015 through June 30, 2016. The contract will be signed electronically.

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-004044-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hays County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $36,651.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 11/05/2015 and ends on 06/30/2016. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

6. Program Name: CPS/OT-UNIQUE CPS – One Time Discretionary Unique Contracts

7. Statement of Work:

STATEMENT OF WORK:

A. The Contractor will complete one time funding activities during the term of this Contract that aligns with one or more of the 15 PHEP capabilities by performing activities that support the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120104CONT15) from the Centers for Disease Control and Prevention (CDC).
The total amount of this Contract will not exceed $36,651.00.

Contractor will perform the activities required under this Contract in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

CDC's five-year PHEP – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs by advancing public health and healthcare preparedness.

B. The Contractor will address the following CDC PHEP Capabilities that are specific to the Funding Award.

1. Capability 1 – Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

2. Capability 2 – Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

3. Capability 3 – Emergency Operations Center Coordination is ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

4. Capability 4 – Emergency Public Information and Warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

5. Capability 5 – Fatality Management is the ability coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

6. Capability 6 – Information Sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location.

This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to me met as the incident evolves.

8. Capability 8 – Medical Countermeasure Dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

9. Capability 9 – Medical Material Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

10. Capability 10 – Medical Surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

11. Capability 11 – Non-Pharmaceutical Interventions is the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

12. Capability 12 – Public Health Laboratory Testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.

13. Capability 13 – Public Health Surveillance and Epidemiological Investigations is the ability to create, maintain, support and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

14. Capability 14 – Responder Safety and Health describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

15. Capability 15 – Volunteer Management is the ability to coordinate the identification, recruitment, registration, credential verification, training and engagement of volunteers to support the jurisdictional public health agency’s response to incidents of public health significance.

C. Contractor will not exceed the total amount of this Contract..

D. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

E. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal Cooperation Contract.

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

1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120102CONT14;
2. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:
http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf;
3. Presidential Policy Directive 8/PPD-8, March 30, 2011:
http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
4. Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
5. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
http://www.texasprepares.org/survivingdisaster.htm; and
6. Preparedness Program Guidance(s) as provided by DSHS and CDC.

G. Funds awarded for this Contract must be matched by costs or third-party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

H. The Contractor is required to provide matching funds for this Contract not less than ten-percent of the allocation amount. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the contractor. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the contractor's (or subcontractor's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);
6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match;
7. conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Must follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and must be supported by documentation reflecting the use of goods and/or services during the Contract term.

I. In the event of a public health emergency involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS. This provision is not applicable if the Contractor is an institution of higher education or a poison control center.

J. Contractor will inform DSHS in writing if Contractor will not continue performance under this Contract within thirty days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

K. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

L. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. If applicable, vacant positions existing after ninety days may result in a decrease in funds.

M. The Contractor will:
1. Submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance; and

2. Submit reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

N. In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Contract for response efforts. DSHS will reimburse Contractor up to five percent of this Contract funded by CDC for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing when this provision is implemented.

O. For the purposes of this Contract, the Contractor may not use funds for fundraising activities, lobbying, research, construction, major renovations, and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.

P. Contractor may transfer cumulative budget line items of 25% or less among direct cost categories, other than equipment and indirect without prior approval from DSHS or a written amendment.

PERFORMANCE MEASURES:

A. DSHS will monitor the Contractor's compliance with the requirements in Section 7 and this Contract and failure to meet these requirements may result in withholding a portion of the current PHEP base awards.

BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A) and Match Reimbursement Certification (B-13A) on a quarterly basis. Vouchers, supporting documentation, Financial Status Reports, and Match Reimbursement Certification should be mailed or submitted by fax or email to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347
Fax: (512) 458-7442

B-13 invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us

Support Document: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us

B-13A: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us

FSR: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us & FSRGrants@dshs.state.tx.us

8. Service Area

Hays County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2016-Solicitation-00044

RLHS FY16 OT-Unique LHD NEW CONTRACT

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 06/30/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069

14. DUNS Number:

097494884

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Financial Status Report (FSR)	Quarterly	11-5-2015	12-31-2015	1-31-2016
Financial Status Report (FSR)	Quarterly	1-1-2016	3-31-2016	4-30-2016
Financial Status Report (FSR)	Quarterly	4-1-2016	6-30-2016	8-15-2016

Submission Instructions:

Contractors are required to provide specific information to have an acceptable e-signature. The name and title of the certifying official must be printed in the designated areas at the bottom of the FSR. The e-mail with the FSR attached must then be sent by the certifying official name as stated on that FSR. Anything else will not be accepted.

FSR: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us & FSRGrants@dshs.state.tx.us

16. Special Provisions

SPECIAL PROVISIONS:

The Parties agree to the following changes to DSHS FY 2016 General Provisions (Core/Subrecipient).

A. General Provisions, Compliance and Reporting Article II, Applicable Laws and Regulations Regarding Funding Sources, Section 2.06, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

B. General Provisions, Final Invoice/Billing Submission, Section 5.03 is modified to provide that Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016.

C. General Provisions, Compliance and Reporting, Article II, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.
a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
i. Hold Harmless and Indemnification, Section 14.17;
ii. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
iii. Insurance, Section 14.22;
iv. Liability Coverage, Section 25.03;
v. Fidelity Bond, Section 25.02;
vi. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity);
vii. Debt to State and Corporate Status, Section 4.01;
viii. Application of Payment Due, Section 4.02; and
ix. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only).

D. General Provisions, Payment Methods and Restrictions, Article V, Section 5.01 is revised to include the following:

Contractor may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by DSHS. All advances must be expended by the end of the contract term. Advances not

expended by the end of the contract term must be refunded to DSHS.
Contractors will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the contractor must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.

E. General Provisions, Access and Inspection Article X, Section 10.01 is revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Contract, upon request by the DSHS Program staff.

F. General Provisions, Program Equipment and Supplies Article XXII, Section 22.01, is revised as follows:
Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment and supplies must be received no later than 45 calendar days following the end of the Contract term.

G. General Provisions, General Terms Article XIV, Amendment Section 14.12, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Contract.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-004044-00
b. General Provisions	2016 General & Grant Subrecipient Additional Provisions (LHD)
c. Attachments	Budget
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hays County Treasurer
Vendor Identification Number:	17460022415

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 78756-4204
City, State, Zip

Telephone Number

E-mail Address

Hays County

By:
Signature of Authorized Official

Date

Name and Title
Bert Cobb, M.D.-County Judge
Address
111 E. San Antonio St., Ste. 300
City, State, Zip
San Marcos, Texas 78666
Telephone Number
512-393-2205
E-mail Address
bert.cobb@co.hays.tx.us

Budget Summary

Organization Name: Hays County

Program ID: CPS/OT-UNIQUE

Contract Number: 2016-004044-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$0.00	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00	$0.00
Travel	$4,634.00	$0.00	$0.00	$4,634.00
Equipment	$14,300.00	$0.00	$0.00	$14,300.00
Supplies	$11,810.00	$0.00	$0.00	$11,810.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$5,907.00	$3,665.00	$0.00	$9,572.00
Total Direct Costs	$36,651.00	$3,665.00	$0.00	$40,316.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$36,651.00	$3,665.00	$0.00	$40,316.00

Fiscal Year 2016
Department of State Health Services
Contract General Provisions

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ARTICLE I CONTRACT COMPONENTS

Section 1.01 Contract Components. As used in herein, the "Contract" consists of the following documents:

a. The Contract, including any applicable Program Attachment(s); The Department of State Health Services Fiscal Year 2016 General Provisions (General Provisions) and if applicable;
c. The solicitation document, if applicable; and
d. The response, proposal or application submitted by Contractor in response to the solicitation document, if applicable.

Section 1.02 Order of Precedence. To the extent that there is any conflict between the terms of any contract component document, the conflict shall be resolved in the above order of priority in Section 1.01.

ARTICLE II COMPLIANCE AND REPORTING

Section 2.01 Compliance. Contractor shall comply and require its subcontractor(s) to comply with the requirements of these general provisions and all other applicable state and federal statutes, regulations, rules and executive orders, as such statutes, regulations, rules and executive orders including as such statutes, regulations, rules and executive orders may be amended.

Section 2.02 Precedence of Contract Terms. To the extent this Contract imposes a higher standard or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract shall take precedence and control.

Section 2.03 Effect of Legislative Changes. Contractor agrees that upon notification from Department of State Health Services (DSHS or Department) Contractor shall comply with any changes to the term of the contract include in its contracts that are a result of legislation during the term of this Contract.

Section 2.04 Compliance with Requirements of Solicitation Document. If applicable and except as specified in these General Provisions or the Contract's terms, the Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract and may result in termination.

Section 2.05 Reporting. Contractor shall submit reports in accordance with the reporting requirements established by the Department and provided for in the Contract and in these General Provisions. Except as otherwise provided for in this Contract or General Provisions, the Contractor shall submit reports to the assigned contract manager. Contractor shall also provide any other information requested by the Department in the format required by DSHS. Failure to submit any required report or additional requested information by the due date specified in the contract or upon request may constitute a breach of contract, result in delayed payment and/or the imposition of sanctions and remedies. And failure to comply with a reporting requirement may adversely affect evaluation of Contractor's ability to contract in the future with the Department.

Section 2.06 Applicable Contracts Law and Venue for Disputes. Except as provided for in Article XV, all issues related to this contract, including formation, performance and interpretation that may arise in any dispute between the Parties, shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Travis County, Texas.

Section 2.07 Statutes and Standards of General Applicability. Contractor is responsible for reviewing and complying with all 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:
   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.

Section 2.08 Applicability of General Provisions to Interagency and Interlocal Contracts.

a. The following sections or portions of sections of these General Provisions shall not apply to Interagency Cooperation Contracts (Texas Government Code 771) or Interlocal Cooperation Contracts (Texas Government Code Chapter 791):

1. Hold Harmless and Indemnification, Section 14.17;
2. Independent Contractor, Section 13.05;
3. Historically Underutilized Businesses (HUBs), Section 13.02 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity;
4. Debt to State and Corporate Status, Section 4.01;

5. Application of Payment Due, Section 4.02; and
6. Article XVI Claims against the Department.

b. The following additional provisions shall apply to Interlocal Cooperation Contracts:

1. Payments made by DSHS to Contractor shall be from current revenues available to DSHS; and
2. Each Party represents that it has been authorized to enter into this Contract.

Section 2.09 Civil Rights Policy and Complaints. Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten calendar days after Contractor's receipt of the claim. Notice must be directed to:

Civil Rights Office
Health and Human Services Commission
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
(888) 388-6332 or 512-438-4313
TTY Toll-free (877) 432-7232
HHSCivilRightsOffice@hhsc.state.tx.us

Section 2.10 Licenses, Certifications, Permits, Registrations and Approvals. Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

Section 2.11 Funding Obligation. This Contract is contingent upon the availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment of the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce or terminate funding under this Contract. Notice of any restriction or reduction shall include instructions and detailed information on how DSHS shall fund the services and/or goods to be procured with the restricted or reduced funds.

Section 2.12 Whistleblower Act Protection. This Contract is required to include the Whistleblower Protection Acts (See Section 2.07(v)) protections to grantees, their subgrantees and subcontractors, and contractor must inform their employees of whistleblowers' rights and remedies. The requirement is in effect for all grants, contracts, subgrants, and subcontractors issued beginning July 1, 2013 through January 1, 2017.

ARTICLE III SERVICES

Section 3.01 Education to Persons in Residential Facilities. If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and are 22 years of age or younger, have access to educational services as required by Texas Education Code § 29.012.

Contractor shall notify the local education agency or local early intervention program as prescribed by this Section not later than the third calendar day after the date a person who is 22 years of age or younger is placed in Contractor's residential facility.

Section 3.02 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, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas:

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.

Contractor shall carry out disaster services in the manner most responsive to the needs of the emergency, in the most cost-effective, and least intrusive manner to Contractor's primary services.

Section 3.03 Consent to Medical Care of a Minor. If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Texas Family Code Chapter 32 relating to consent to treatment of a child by a non-parent or the child or other state law. If requirements of federal law relating to consent directly conflict with this Chapter, then federal law supersedes state law.

Section 3.04 Telemedicine/Telepsychiatry Medical Services. If applicable, the Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing_telemedicine service must include the following requirements:

a. Clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
b. Contraindication considerations for telemedicine use;
c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
f. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g. Priority in scheduling the system for clinical care of individuals;
h. Quality oversight and monitoring of satisfaction of the individuals served; and

i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under 25 TAC Rule § 448.911.

Section 3.05 Services and Information for Persons with Limited English Proficiency.

a. Contractor 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. Contractor 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. Contractor 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.

ARTICLE IV FUNDING

Section 4.01 Debt to State and Corporate Status.

a. Pursuant to Texas Government Code § 403.055, the Department shall not approve and Texas Comptroller of Public Accounts shall not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency.

b. Contractor, if a corporation, certifies by execution of this Contract that it is current and shall 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 (Texas Tax Code §§ 171.001 et seq.). As a corporation, this Contractor further certifies that it is and shall remain in good standing with the Secretary of State's office.

c. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 4.02 Application of Payment Due. Contractor agrees that any payments due under this Contract shall be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

ARTICLE V PAYMENT METHODS AND RESTRICTIONS

Section 5.01 Payment Methods. Except as otherwise provided by the provisions of this Contract, the payment method is based on a unit rate (fixed price or a specified) or fee for service (delivery of a specified unit of service) as stated in the Contract.

Section 5.02 Invoice/Billing Submission.

a. Contractor shall bill the Department in accordance with the Contract in the form and format prescribed by DSHS. If applicable, the Contractor must submit of all required documentation, reports, forms and/or deliverables in order to receive payment from the Department.

b. Unless otherwise specified in the Contract or permitted under the Third Party Payors (See Section 5.04 below), Contractor shall submit requests for payment monthly by the last business day of the month following the end of the month covered by the bill.

c. Contractor shall maintain all documentation that substantiates billing submissions and make the documentation available to DSHS upon request.

Section 5.03 Final Invoice/Billing Submission. Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than 45 calendar days following the end of the term of the Contract.

Section 5.04 Third Party Payors. Except as provided in this Contract, Contractor shall screen all clients and may not bill the Department 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 Contractor 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.

ARTICLE VI TERMS AND CONDITIONS OF PAYMENT

Section 6.01 Prompt Payment. Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department shall pay Contractor. Payments are contingent upon a signed Contract and shall not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If these conditions are met, Department shall make payment in accordance with the Texas Prompt Payment Act (Texas Government Code Chapter 2251). Contractor acknowledges and agrees that it shall comply with the provisions in the Texas Prompt Payment Act regarding its prompt payment of its financial obligations to its subcontractors.

Section 6.02 Payment by Department. Payment of invoices by the Department shall not constitute acceptance or approval of Contractor's performance nor foreclose the right of the Department and HHSC to recover excessive or illegal payments. All invoices and Contractor's performance are subject to review and audit by the Department.

Section 6.03 Withholding Payments. Department may withhold all or part of any payments to Contractor to offset overpayments that Contractor has not refunded to Department. Department may take repayment from funds due to the Contractor for services performed or goods delivered in amounts necessary to fulfill Contractor's repayment obligations.

ARTICLE VII CONFIDENTIALITY

Section 7.01 Maintenance of Confidentiality. Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI) and any other information that discloses confidential personal information or identifies any client served by DSHS in accordance with any applicable federal and state law, rules and regulations, including but not limited to:

a. 7 Code of Federal Regulations (CFR) Part 246; 42 CFR Part 2, 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]);
b. Texas Health and Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611 and 773;
c. Texas Occupations Code, Chapters 56 and 159; and
d. Any other applicable federal and state laws, rules or regulations.

The HHS Data Use Agreement, executed by the Parties, is incorporated as part of the Contract and describes 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.

Section 7.02 Department Access to PHI and Other Confidential Information.
Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 Exchange of Client-Identifying Information.
Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and 25 TAC Chapter 414, Subchapter A or any other applicable federal or state laws, rules or regulations.

Contractor shall disclose information described in Texas Health and Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Texas Health and Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 Security of Patient or Client Records.
Contractor shall ensure that patient and client records are managed in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Contract to

this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Contract to this Contract, as applicable or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 HIV/AIDS Model Workplace Guidelines. If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome), AIDS Model Workplace Guidelines for Businesses, State Agencies and State Contractors Policy No. 090.021. Contractor 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. A link to the Model Workplace Guidelines can be found at: http://www.dshs.state.tx.us/hivstd/policy/policies.shtm .

ARTICLE VIII PUBLIC INFORMATION ACT

Section 8.01 Texas Public Information Act. The Contractor understands that DSHS shall comply with the Texas Public Information Act (Texas Government Code Chapter 552).

If the Contractor is not a state agency, institution of higher education or other governmental entity, then the Contractor is required to make any information created or exchanged with the state pursuant to a contract, which is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

ARTICLE IX RECORDS RETENTION

Section 9.01 Retention.

a. Contractor shall retain and preserve records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall maintain all records, including but not limited to financial that are generated or collected by Contractor under the provisions of this Contract for a period of four years after the termination of this Contract.

b. If the federal retention period for services are funded through Medicaid is more than four years, then the Contractor will retain the records for longer period of time.

c. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved.

d. Contractor shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

e. Contractor shall include this provision concerning records retention in any subcontract it awards.

f. Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner.

g. Contractor shall provide, and update as necessary, the name and address of the party responsible for storage of records to the contract manager assigned to this Contract.

ARTICLE X ACCESS, INSPECTION AND AUDIT OF RECORDS

Section 10.01 Access and Inspection. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, the Office of the Inspector General at HHSC (OIG) and the State Auditor's Office (SAO) or any of their successor agencies, unrestricted access to and the right to examine any site where business is conducted or client 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 deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 10.02 State Auditor's Office. Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds shall apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 10.03 Responding to Deficiencies. Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records or during an inspection of Contractor's site shall be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to document and resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance (See Article XV).

ARTICLE XI REPORTING REQUIREMENTS

Section 11.01 Child Abuse Reporting Requirement. This section applies to mental health and substance abuse contractors and contractors for the following public health programs:

a. Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD);
b. Family Planning;
c. Primary Health Care;
d. Maternal and Child Health; and
e. Women, Infants and Children (WIC) Nutrition Services.

All Contractors shall comply with child abuse reporting guidelines and requirements in Texas Family Code Chapter 261 relating to investigations of reports of child abuse and neglect.

Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements.

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

This section is in addition to and does not supersede any other legal obligation of the Contractor to report child abuse.

Section 11.02 Significant Incidents. In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Contract significant incidents involving substantial disruption of Contractor's program operation or affecting or potentially affecting the health, safety or welfare of Department funded clients or participants within 72 hours of discovery.

Section 11.03 Litigation.
Contractor shall notify the contract manager assigned to this Contract of litigation related to or affecting this Contract and to which Contractor is a party within seven calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, which includes but is not limited to environmental and civil rights matters, professional liability and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 11.04 Contract or License Action Against the Contractor.
Contractor shall notify the contract manager assigned to the contract if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three working days of the suspension or termination. Such notification must include the:

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.

If Contractor has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three working days of the surrender, suspension or revocation to the contract manager assigned to the Contract by submitting a one-page description that includes the:

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 11.05 Insolvency. Contractor shall notify in writing the contract manager assigned to the Contract of Contractor's insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three working days of the date of determination that Contractor is insolvent or incapacitated or the date Contractor discovered an unpaid obligation to the IRS or TWC. The Contractor shall also notify in writing the contract manager assigned of its plan to seek bankruptcy protection within three working days of such action by Contractor.

Section 11.06 Performance Malfeasance. Contractor shall report to the contract manager assigned to the Contract any knowledge of debarment, suspected fraud or unlawful activity related to performance under this Contract. Contractor shall make such report no later than three working days from the date that Contractor has

knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act (31 U.S.C. §§3729-3733) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the SAO at http://sao.fraud.state.tx.us, and to the HHS Office of Inspector General at http://www.oig.hhs.gov/fraud/hotline/ no later than three working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

Section 11.07 Criminal Activity and Disciplinary Action.

a. Contractor affirms that Contract nor any no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime.

b. Contractor shall report in writing the contract manager assigned to the Contract, no later than three working days from the date that Contractor has knowledge or reason to believe such activity has taken place, if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor 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;
    2. Reasonably would constitute grounds for disciplinary action by a state or federal regulatory authority;

c. 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. Contractor 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 11.08 Retaliation Prohibited. Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 11.09 Documentation. Contractor shall maintain appropriate documentation of all notices and reporting to DSHS as required under these General Provisions or this Contract.

ARTICLE XII ASSURANCES AND CERTIFICATIONS

Section 12.01 Certification. Contractor certifies by execution of this Contract to the following and will include such in all of its subcontracts:

a. It is not disqualified under 2 CFR § 376.935 or ineligible for participation in federal or state assistance programs;
b. Neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency in accordance with 2 CFR Parts 376 and 180 (parts A-I), 45 CFR Part 76 (or comparable federal regulations);

c. It has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
d. It is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
e. It is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
f. That no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
g. Neither it, nor its principals have within the three year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;
h. Neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses in subsection (g) above; and
i. Neither it, nor its principals within a three year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Contract. Also, if Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Contract.

Section 12.02 Child Support Delinquencies. As required by Texas Family Code § 231.006, a child support obligor who is more than 30 calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 12.03 Authorization. Contractor certifies that it possesses legal authority to contract for the services described in this Contract and if applicable, a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 12.04 Gifts and Benefits Prohibited. Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 12.05 Ineligibility to Receive the Contract.

a. Pursuant to Texas Government Code § 2155.004 and federal law, Contractor is ineligible to enter into this Contract with the Department if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor nor its employees nor anyone acting for Contractor has received compensation from DSHS for participation in the developing, drafting or preparation of specifications, requirements or statements of work for this Contract or in the Solicitation Document associated with this Contract.

b. Pursuant to Texas Government Code §§ 2155.006 and 2261.053, Contractor is ineligible to enter into this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005.

c. Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Texas Government Code §§ 2155.004, 2155.006 or 2261.053 and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 12.06 Antitrust. Pursuant to 15 USC Sec. 1, et seq., and Texas Business & Commerce Code § 15.01, et seq. Contractor certifies that neither Contractor nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws nor communicated directly or indirectly regarding a bid made to any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

ARTICLE XIII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 13.01 Program Site. Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire and safety standards.

Section 13.02 Historically Underutilized Businesses (HUBs). If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Contract, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Texas Government Code Chapter 2161 and 34 TAC § 20.14 et seq. Contractors may obtain a list of HUBs at http://www.window.state.tx.us/procurement/prog/hub. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval of the revised plan from the Department's HUB Coordinator before proposed changes shall be effective under this Contract.

Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity in accordance with 34 TAC § 20.16(c).

Section 13.03 Buy Texas. Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Texas Government Code § 2155.4441.

Section 13.04 Status of Subcontractors. Contractor shall require that all subcontractors certify that they

are/have:

a. In good standing with all state and federal funding and regulatory agencies;
b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
c. Not delinquent on any repayment agreements;
d. Not had a required license or certification revoked;
e. Not ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract (Assurances and Certifications Article) or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article); and
f. Not had a contract terminated by the Department.

Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three years any license issued by the Department.

Section 13.05 Independent Contractor. Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents shall not be eligible for unemployment compensation from the Department or the State of Texas.

Section 13.06 Tax Liability. Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has a liability or has failed to remain current on a delinquent liability to the IRS, this Contract shall be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department shall not enter into a contract with Contractor for three years from the date of termination.

Section 13.07 Notice of Organizational Change. Contractor shall submit written notice to the contract manager assigned to the Contract within 10 business days of any change to Contractor's name, contact information, key personnel, organizational structure, such as merger, acquisition or change in form of business, legal standing or authority to do business in Texas.

A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the amendment provisions in Article XIII.

Section 13.08 No Endorsement. Other than stating the fact that Contractor has a contract with DSHS, Contractor and its subcontractors are prohibited from publicizing the contractual relationship between Contractor and DSHS and from using the Department's name, logo or website link in any manner that is intended or that could be perceived as an endorsement or sponsorship by DSHS or the State of Texas of Contractor's organization, program, services or product, without the express written consent of DSHS.

Section 13.09 E-Verify System. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

a. All persons employed to perform duties within Texas, during the term of the Contract; and
b. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

ARTICLE XIV GENERAL TERMS

Section 14.01 Assignment. Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this

Contract without the prior written consent of the Department.

Section 14.02 Lobbying.

a. Contractor shall comply with Texas Government Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state 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 contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352).

b. If at any time this Contract exceeds $100,000 of federal funds, Contractor shall file with the contract manager assigned to the Contract a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or shall be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement.

c. Contractor shall file the declaration, certification, and disclosure:

    1. At the time of application for this Contract;
    2. Upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and
    3. At the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Contract. Contractor shall include this provision in any subcontracts.

Section 14.03 Conflict of Interest. Contractor represents to the Department that it and its subcontractors, if any, do not have, nor shall Contractor or its subcontractors knowingly acquire or retain any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family) or any affiliate or subcontractor and Department or HHSC, their commissioners, officers or employees, or any other entity or person involved in any way in any project that is the subject of this Contract.

Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Contract within 10 days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of interest the subcontractor has or may have within 10 days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Section 14.04 Transactions Between Related Parties. Contractor shall identify and report to DSHS any transaction between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor.

Contractor shall submit to the contract manager assigned to the Contract the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party shall perform under this Contract.

Contractor shall comply with Texas Government Code Chapter 573.

Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR § 74.42.

Section 14.05 Intellectual Property.

a. Texas Health and Safety Code §12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract. "Intellectual property" is created property that may be protected under copyright, patent, or trademark/service mark law.

b. For purposes of this Contract, intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is a "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS.

c. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.

   If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:

   1. Copyright in any intellectual property developed under this Contract including any subcontract; and
   2. Any rights of copyright to which a Contractor purchases ownership with contract funds.

d. Any rights of copyright, service or trademarks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds

e. If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Contract.

Section 14.06 Other Intangible Property. At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs or software licenses with a value of $500 or more. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision shall survive the termination or expiration of this Contract.

Section 14.07 Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions shall continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 14.08 Legal Notice. Except as otherwise provided in this Contract or General Provisions, any notice required or permitted to be given by the provisions of this Contract or General Provisions shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 14.09 Successors. This Contract shall be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 14.10 Survivability of Terms. Termination or expiration of this Contract or a Contract for any reason shall not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed shall survive any such termination or expiration or remain to be performed, including but not limited to maintaining confidentiality of information and records retention.

Section 14.11 Customer Service Information. If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Texas Government Code Chapter 2114 regarding Customer Service surveys.

Section 14.12 Amendment. All amendments to this Contract must be in writing and agreed to by both Parties. If a Contractor requests an amendment, it must be submitted in writing and include a justification for the request, to the contract manager assigned to the Contract.

Section 14.13 Contractor's Notification of Change of Contact Person or Key Personnel. Within ten calendar days shall notify in writing the contract manager assigned to the Contract of any change enumerated in the Contractor's Contact Personnel or Key Personnel, if included in their response to a solicitation document.

Section 14.14 Unilateral Amendment. The Department reserves the right to amend this Contract through execution of a unilateral amendment signed by the contract manager for this Contract and provided to the Contractor with ten days notice prior to execution of the amendment under the following circumstances to:

a. Correct an obvious clerical error in this Contract;
b. Incorporate new or revised federal or state laws, regulations, rules or policies; and

c. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.

Section 14.15 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 Contractor 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. Contractor 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 14.16 Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 14.17 Hold Harmless and Indemnification.
Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments, and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 14.18 Waiver. Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under this Contract.

Section 14.19 Electronic and Information Resources Accessibility and Security Standards.

a. **Applicability.**

   The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Contractor 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, Contractor 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 Contractor'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 Contractor's assertion of compliance with the Accessibility Standards.

   2. Contractor 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. Contractor 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 Contractor becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Contractor 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. Contractor acknowledges and agrees that these representations and warranties are essential inducements on which DSHS relies in awarding this Contract.

4. Contractor'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 Contractor 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 Contractor's representations and warranties, Contractor 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.

Section 14.20 Force Majeure. Neither Party shall be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order or acts of God. The existence of any such cause of delay or failure shall extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure no longer exists and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other party as soon as practicable. This Party must also submit written notice with proof of receipt of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 14.21 Cooperation and Communication.
Contractor shall cooperate with Department staff and as applicable, other DSHS contractors and shall promptly comply with requests from DSHS for information or responses to DSHS inquiries concerning Contractor's duties or responsibilities under this Contract.

Section 14.22 Insurance.
Contractor shall acquire and maintain for the duration of this Contract, insurance and with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the Contractor's industry or profession. Contractor must submit evidence of insurance as required under this Contract, including if requested a schedule of coverage or "underwriter's schedules" establishing to the satisfaction of DSHS the nature and extent of coverage granted by each such policy upon request by DSHS. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Contractor shall

secure such additional policies or coverage as DSHS may reasonably request or that are required by law or regulation.

ARTICLE XV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 15.01 Actions Constituting Breach of Contract. Actions or inactions that constitute breach of contract include, but are not limited to, the following:

a. Failure to properly provide the services and/or goods purchased under this Contract;
b. Failure to comply with any provision of this Contract including failure to comply with all applicable statutes, rules or regulations;
c. Failure to pay refunds or penalties owed to the Department;
d. Failure to comply with a repayment agreement with Department or agreed order issued by the Department;
e. Discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
f. Any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
g. Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 15.02 General Remedies and Sanctions. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods.

Additionally, HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract.

The Department may impose one or more remedies or sanctions for each item of noncompliance and shall determine remedies or sanctions on a case-by-case basis if Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

a. Terminate this Contract by one of means provided in Article XVII. If applicable, notify Contractor of the opportunity to request a hearing on the termination pursuant to Texas Government Code Chapter 2105 regarding administration of Block Grants;
b. Suspend all or part of this Contract by notifying that the Contractor that DSHS is temporarily discontinue performance of all or a part of the Contract as provided for in Article XVII; as of the effective date of the suspension pending DSHS's determination to terminate, amend the Contract or permit the Contractor to resume performance. Contractor shall not bill DSHS for services performed during suspension, unless expressly authorized by the notice of suspension;
c. Use as a basis to deny additional or enter into future contracts with Contractor;
d. Temporarily withhold cash payments to Contractor for proper charges or pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;
e. Permanently withhold cash payments by retaining funds billed by Contractor;
f. Request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
g. Declare this Contract void upon the Department's determination that this Contract was obtained Fraudulently, or was illegal or invalid from this Contract's inception and demand repayment of any funds under this Contract;

h. Delay execution of a new contract or renewal with Contractor while other imposed or proposed sanctions are pending resolution;
i. Demand repayment from Contractor when it has been verified that Contractor has been overpaid for reasons such as payments are not supported by proper documentation or failure to comply with Contract terms;
j. Pursue a claim for damages as a result of breach of contract;
k. Require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participant, if the employee or volunteer has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
l. Withhold any payment to Contractor to satisfy any recoupment imposed by DSHS and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
m. Reduce the Contract term;
n. Recoup improper payments when Contractor has been overpaid for reasons such as payments are not supported by proper documentation, improper billing or failure to comply with Contract terms; and
o. Impose any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation or rule.

Section 15.03 Notice of Remedies or Sanctions.

a. Department shall formally notify Contractor in writing when a remedy or sanction is imposed, stating the nature of the remedies and sanction, the reasons for imposing them, the corrective actions, if any, that must be taken before the actions shall be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies or sanctions imposed.

b. Other than in the case of repayment or recoupment, Contractor is required to file, within 15 calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice.

c. If requested by the Department, the written response must state how Contractor shall correct the noncompliance by agreeing to a corrective action plan or demonstrate in writing that the findings on which the remedies or sanctions are based are either invalid or do not warrant the remedies or sanctions. If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department shall provide written notice to Contractor of Department's final decision.

d. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the plan approved by DSHS. If DSHS determines that repayment is warranted, DSHS shall issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS shall recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 15.04 Emergency Action. In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic and may include failing to provide services; providing inadequate services; or providing unnecessary services.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XVI CLAIMS AGAINST THE DEPARTMENT-NOTICE OF DISPUTE

Section 16.01 Breach of Contract Claim. The process for a breach of contract claim against the DSHS provided for in Texas Government Code Chapter 2260 and implemented in the rules at 25 TAC §§4.11-4.24 or as amended by DSHS, shall be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 16.02 Notice. Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Chapter 2260 and 25 TAC or as amended. To initiate the process, Contractor shall submit written notice, as required by Subchapter B, to DSHS Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260 are being invoked and comply with all the requirements in this Chapter and TAC. A copy of the notice must also be given to all other representatives of DSHS and Contractor.

Section 16.03 Performance Not Suspended. Neither the occurrence of an event nor the pendency of a notice of claim filed by the Contractor constitutes grounds for the suspension in whole or part of performance by Contractor.

ARTICLE XVII TERMINATION AND TEMPORARY SUSPENSION

Section 17.01 Expiration of Contract or Program Attachments.

a. Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Contract or Program Attachment shall end upon the expiration date of that Contract or Program Attachment unless extended or renewed by written amendment.

b. Prior to completion of the term of all Contracts or Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article and in the Contract.

c. A Program Attachment's term cannot extend past the Contract term in its associated Contract.

Section 17.02 Effect of Termination or Expiration.

a. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable to DSHS or another entity designated by DSHS.

b. Upon termination of all or part of this Contract, Department and Contractor shall be discharged from any further obligation created under the applicable terms of this Contract or Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS and, except as provided in the Survivability of Terms section of the General Terms Article.

c. Termination does not, however, constitute a waiver of any remedies for breach of this Contract.

Section 17.03 Termination or Temporary Suspension Without Cause.

a. Either Party may terminate this Contract or Program Attachment, as applicable with at least 30 calendar days prior written notice to the nonterminating Party.

b. If Contractor seeks to terminate a Contract that involves residential client services, Contractor shall give the Department at least 90 calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.

c. The Parties can agree to terminate by mutual agreement.

DSHS may temporarily suspend or terminate this Contract or Program Attachment, as applicable if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or HHSC agencies, amendments to the Appropriations Act, health and human services consolidations or any other disruption of current appropriated funding for this Contractor Program Attachment. Contractor shall be notified in writing of any termination or temporary suspension and of any cessation of temporary suspension. Upon notification of temporary suspension, Contractor will discontinue performance under the Contract as of the effective date of the suspension for the duration of the suspension.

Section 17.04 Immediate Termination. Department may immediately terminate this Contract or Program Attachment, as applicable, when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 17.05 Termination For Cause. Department may terminate this Contract, in whole or in part, for breach of contract by providing 10 calendar days written notice to Contractor.

Section 17.06 Notice of Termination. Either Party may deliver written notice of intent to terminate by any verifiable method. Notice of termination is effective when it is received by the non-terminating party.

ARTICLE XVIII VOID, SUSPENDED AND TERMINATED CONTRACTS

Section 18.01 Void Contracts. Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 18.02 Effect of Void, Suspended, or Involuntarily Terminated Contract. A Contractor who has been a party to a contract with DSHS that has been found to be void, is suspended or is terminated for cause is not eligible for any renewal or increase of funding for an existing contract or new contracts or renewals until in the case of suspension or termination the Department has determined that Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void any amount paid to the Contractor is subject to recoupment by DSHS.

Section 18.03 Appeals Rights for DSHS Funded Block Grants. Pursuant to Texas Government Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Texas Government Code Chapter 2001.

ARTICLE XIX CLOSEOUT

Section 19.01 Cessation of Services at Closeout. Upon expiration or termination of this Contract or Program Attachment, as applicable, Contractor shall stop providing services or the delivery of goods under this Contract and if necessary, shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS.

Contractor shall not bill DSHS for services performed or goods delivered after termination or expiration of Contract or Program Attachment.

Upon termination or expiration of this Contract or Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 19.02 Administrative Offset. The Department has the right to administratively offset amounts owed by Contractor against any invoice submitted for payment.

Section 19.03 Deadline for Closeout. Contractor shall submit all performance, and other Closeout reports required under this Contract within 45 calendar days after the Contract or Program Attachment, if applicable, has terminated.

Section 19.04 Payment of Refunds. Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and shall result in a refund due, which Contractor shall pay within the time period established by the Department.

Section 19.05 Disallowances and Adjustments. The Closeout of this Contract or Program Attachment does not affect the Department's right to recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections or other transactions.

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ADDITIONAL PROVISIONS

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ARTICLE XX DSHS GENERAL PROVISIONS

In addition to the terms and conditions in the Department of State Health Services (DSHS or Department) FY 2016 General Provisions (General Provisions), Contractor agrees to comply with these 2016 Federal Grant Subrecipient Additional Provisions.

ARTICLE XXI PROGRAM OPERATIONS

Section 21.01 Client Financial Eligibility.

Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 21.02 Contracts with Subrecipient and Vendor Subcontractors.

a. Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in the Contract or Program Attachment(s).

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

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

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

e. Contractor 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. Contractor is responsible to DSHS for the performance of any subcontractor.

h. Contractor shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the subcontractor would be ineligible under the Sections 12.05, 14.03 and 14.04 of the General Provisions.

Section 21.03 Incorporation of Terms in Subrecipient Subcontracts.

a. Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor):
   1. Assurances and Certifications in Article XII of the General Provisions;
   2. Sections 14.03 and 14.04 of the General Provisions; and

3. A provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with Article X of the General Provisions;

b. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract.

c. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor.

d. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

e. If a subcontractor is unable to certify (or status changes during contract term) to any of the statements in Sections 14.03 and 14.04, or any of the certifications stated in Article XII of the General Provisions, Contractor shall submit an explanation to the contract manager assigned to the Contract.

Section 21.04 Quality Management.

Contractor shall comply with quality management requirements as directed by the Department.

Section 21.05 Contractor's Notification of Change to Certain Contract Provisions.

The following changes may be made to this Contract without a written amendment or the Department's prior approval:

a. Cumulative budget transfers that do not exceed 25% among direct cost categories, other than the equipment category, of less than $100,000, provided that the total budget amount is unchanged (This subsection does not apply to contracts funded by funding sources that have different percentage requirements); and
b. Change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds.

Contractor within ten calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section, but the contract will not be amended.

Section 21.06 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees.

a. Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c) (3) organizations as defined in the Internal Revenue Service Code as not-for-profit organizations.

b. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through

self-evaluation and Department's monitoring processes. Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff.

c. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors.

Section 21.07 Direct Operation.
At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by Contractor.

ARTICLE XXII PROGRAM EQUIPMENT AND SUPPLIES

Section 22.01 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. Contractors shall inventory all equipment, and report the inventory on the Contractors Property Inventory Form.

Contractor shall initiate the purchase of all equipment approved in writing by DSHS, in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Program Attachment must be submitted to the contract manager assigned to this Contract.

Section 22.02 Equipment List.

a. All items of equipment to be purchased with funds under this Contract must be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. The equipment list must include:
   1. Description of the property;
   2. Serial number or other identification number;
   3. Source of funding for the property (including the Federal Assistance Identification Number);
   4. Who holds title,
   5. Acquisition date and cost of the property;
   6. Percentage of Federal participation in the project costs for the Federal award under which the property was acquired;
   7. Location use and condition of the property; and
   8. Any ultimate disposition data including the date of disposal and sale price of property. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment.

b. Contractor shall submit to the contract manager assigned to this Contact, a written description including complete product specifications and need justification prior to purchasing any item of

unapproved equipment. If approved, Department will acknowledge its approval by means of a written amendment.

Section 22.03 Supplies.

a. 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.

b. 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.

c. Prior approval by DSHS of the purchase of Controlled Assets is not required, but such purchases must be reported on the Contractors Property Inventory Form as detailed under Section 22.04.

Section 22.04 Property Inventory and Protection of Assets.

Contractor shall maintain an inventory of equipment, supplies defined as controlled assets, and property described in Section 14.06 of the General Provisions and submit an annual cumulative report of the equipment and other property on Contractor's Property Inventory Report to the Department's 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 on the DSHS website at: http://www.dshs.state.tx.us/contracts/forms.shtm.

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

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

Section 22.05 Assets as Collateral Prohibited.

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

ARTICLE XXIII PROGRAM FUNDS AND PAYMENTS

Section 23.01 Use of Funds.

Contractor shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 23.02 Use for Match Prohibited.

Contractor shall not use funds provided through this Contract for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 23.03 Program Income.

a. Gross income directly generated from Department funds through a project or activity performed under a Contract and/or earned only as a result of this Contract during its term is considered program income.

b. Unless otherwise required under the terms of the grant funding this Contract, Contractor shall use the addition alternative, as provided in the Uniform Grant Management Standards, for the use of program income to further the program objectives of the state or federal statute that provided the authority of this Contract or its Program Attachment, and Contractor shall spend the program income on the same Project Attachment or Statement of Work project under which it was generated.

c. Contractor shall identify and report this income in accordance with Article IX of these General Provisions and the provisions in the Contract or its Program Attachment(s).

d. Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Contractor shall refund program income not expended in the term in which it is earned to DSHS.

e. DSHS may base future funding levels, in part, upon Contractor'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.

Section 23.04 Nonsupplanting.

Contractor shall not use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity.

Contractor shall make a good faith effort to maintain its current level of support.

Contractor 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.

Section 23.05 Payment Methods.

Section 5.01 of the General Provisions is replaced with the following:
Except as otherwise provided by the provisions of this Contract or its Program Attachment(s), the payment method for it will be cost reimbursement. This payment method is based on an approved budget in this Contract or its Program Attachment(s) and acceptable submission of a request for reimbursement.

Section 23.06 Financial Status Reports (FSRs). Except as otherwise provided in these General Provisions or in the terms of Contracts, if a contract has a categorical budget, Contractor shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Contract term for Department review and financial assessment. Contractor shall submit the final FSR no later than 45 calendar days following the end of the Contract term.

Section 23.07 Working Capital Advance.

If necessary, if allowed by law, and if permitted at DSHS sole discretion, Contractor's requests for an advance of funds shall be limited to the minimum amount needed for effective accomplishment of the Project under this Contract, and shall be timed as closely as possible to actual cash requirements. Contractor

shall establish procedures to minimize the time elapsing between the transfer of funds from DSHS to Contractor, and shall ensure that such funds are disbursed as soon as administratively possible.

Section 23.08 Condition Precedent to Requesting Payment.

Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 23.09 Management and Control Systems.

a. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met during the term of the contract through the completion of the closeout procedures.

b. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS. Those requirements and procedures include, at a minimum, the following:

1. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
2. Financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to a Contract and its Program Attachment and are traceable from the transaction to the general ledger;
3. Effective internal and budgetary controls;
4. Comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs;
5. Timely and appropriate audits and resolution of any findings;
6. Billing and collection policies; and
7. Mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 23.10 Effect of Grant Close Out.

Contractor must submit all requests for reimbursement prior to the date of the closure of the grant. DSHS may reject any request for reimbursement submitted after closure of the grant.

ARTICLE XXIV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 24.01 Allowable Costs.

a. Except as provided by Section 23.06, DSHS will reimburse Contractor for services satisfactorily performed, and sufficiently documented for allowable costs.

b. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract.

c. DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement.

d. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within 30 calendar days of the date of this written notice.

e. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) are not submitted by the due date(s). DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

Applicable Cost principles, Audit requirements and Administrative Requirements

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87 (2 CFR, Part 225)	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21 (2 CFR, Part 220)	OMB Circular A-133	OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122 (2 CFR, Part 230)	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule
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	OMB Circular A-133 and UGMS	UGMS and applicable Federal awarding agency common rule

A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS 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. The Contract will specify appropriate grant guidance.

Section 24.02 Property Acquisitions.

Department funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 24.03 Cost Allocation Plan.

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

b. Contractor shall submit a Cost Allocation Plan on the format provided by DSHS to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to: coscap@dshs.state.tx.us no later than the 60th calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. If Contractor's plan is the same as the plan previously submitted to DSHS, by signing this Contract, Contractor 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, Contractor 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 24.04 Overtime Compensation.

Except as provided in this section, Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours.

Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions:

a. With the prior written approval of DSHS;
b. Temporarily, in the case of an emergency or an occasional operational bottleneck;
c. When employees are performing indirect functions, such as administration, maintenance, or accounting;
d. In performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or
e. When lower overall cost to DSHS will result.

Section 24.05 Independent Single or Program-Specific Audit.

a. If Contractor within Contractor's fiscal year expends a total amount of at least $750,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the 2 CFR § 200.501. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards.

b. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular.

c. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in 2 CFR § 200.501 or UGMS, as applicable, for their program-specific audits.

d. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Status Registration Form.

e. If Contractor fails to complete the Single Audit Status Form within 30 calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

f. 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 DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm.

g. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every six years.

Section 24.06 Submission of Audit.

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program- Specific Audit section, Contractor 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 DSHS should be addressed as follows:
COSContractAdministration@dshs.state.tx.us

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

If Contractor 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 Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE XXV INSURANCE AND BONDS

Section 25.01 Insurance.

In addition to the Insurance provision in Section 14.22 of the General Provisions, Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds.

Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the contract manager assigned to this Contract within 5 business days of learning of the loss, to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 25.02 Fidelity Bond.

a. For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds.

b. The fidelity bond or insurance must provide for indemnification of losses occasioned by any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property.

c. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 25.03 Liability Coverage.

For the benefit of DSHS, Contractor shall at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity.

Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

ARTICLE XXVI TERMINATION, BANKRUPTCY AND CLOSEOUT

Section 26.01 Final Budget

Contractor shall submit an actual Budget to DSHS no later than sixty (60) days after the contract termination date or at the conclusion of all contract activities, whichever occurs first. The Budget shall be in a format prescribed by DSHS and shall be accompanied by a report of all activities performed under this Contract.

Section 26.02 Bankruptcy.

In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title must revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS.

Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 26.03 Title to Property.

At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 26.04 Disposition of Property.

a. Contractor 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 the Department funds, 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.

b. 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.

c. 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, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to this Contract.

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

Section 26.05 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, Contractor shall submit to the contract manager assigned to this, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment.

All equipment purchased with Department funds must be secured by Contractor at the time of Closeout, or termination of this Contract, and must be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at Contractor's expense.

ARTICLE XXVII NON-EXCLUSIVE LIST OF APPLICABLE LAWS

Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2 of the Code of Federal Regulations), the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm.

Contractor also shall comply with all applicable federal and state assurances contained in the Uniform Grant Management Standards. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

TEXAS
Department of State Health Services

CERTIFICATION REGARDING LOBBYING

Organization Name: Hays County
Contract Number: 2016-004044-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

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 an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(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 federal contract grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying." 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 that $10,000 and not more than $100,000 for each such failure.

○ Applicable ◉ Non-Applicable

Signature of Authorized Individual Date:

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TEXAS
Department of State Health Services

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section. Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hays County				
Address	712 S. Stagecoach Trail. Ste 1071				
City	San Marcos	State	Texas	Zip Code (9 digit)	78666
Payee Name	Hays County Treasurer				
Address	712 S Stagecoach Trl Ste 1094				
City	San Marcos	State	TX	Zip Code (9 digit)	78666-6247
Vendor identification No.		17460022415		MailCode	002
Payee DUNS No. *		097494884			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(●) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (●) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

( ) Yes (●) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name*	Bert Cobb, M.D.
Email*	bert.cobb@co.hays.tx.us
Telephone*	(512) 393-2205

FFATA Contact Person #2

Name*	Bill Herzog-County Auditc
Email*	bherzog@co.hays.tx.us
Telephone*	(512) 393-2283

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

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FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section. Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hays County				
Address	712 S. Stagecoach Trail. Ste 1071				
City	San Marcos	State	Texas	Zip Code (9 digit)	78666
Payee Name	Hays County Treasurer				
Address	712 S Stagecoach Trl Ste 1094				
City	San Marcos	State	TX	Zip Code (9 digit)	78666-6247
Vendor identification No.		17460022415		MailCode	002
Payee DUNS No. *		097494884			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(●) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (●) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

( ) Yes (●) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1	
Name*	Bert Cobb, M.D.
Email*	bert.cobb@co.hays.tx.us
Telephone*	(512) 393-2205
FFATA Contact Person #2	
Name*	Bill Herzog-County Audit
Email*	bherzog@co.hays.tx.us
Telephone*	(512) 393-2283

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions (LHD)			
	Contract Print			

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Amend the budget of the District Attorney's Drug Forfeiture Fund to purchase two new scanners.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 3, 2015	$2,264.00

LINE ITEM NUMBER

081-607-00.5712_400

AUDITOR USE ONLY

AUDITOR COMMENTS:
See attached budget amendment.

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Wes Mau	COBB	N/A

SUMMARY

The District Attorney's Office would like to purchase two new scanners for the Civil and Intake Divisions. The Civil Division is now required to bench file all CPS orders. A scanner for the courtroom would allow the legal assistants to file the orders electronically which would allow each party to receive a copy of the orders within an hour of being processed. This would be a more effective and efficient process for all parties involved. The Intake Division positions have been re-structured to add additional administrative staff. Due to the volume of paperwork that is being processed on a daily basis, one additional scanner is needed within the division.

No additional funds are needed; funds have been identified in the DA Drug Forfeiture Special Revenue Fund.

Budget Amendment:
Decrease 081-607-00.5211/Office & Computer Supplies ($1,000.00)
Decrease 081-607-00.5391/Misc Expenses ($1,264.00)
Increase 081-607-00.5712_400/Computer Equipment Operating $2,264.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the Sheriff's Office Community Outreach Division to accept a donation of $500.00 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 3, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:
See attached budget amendment.

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	COBB	N/A

SUMMARY

The Sheriff's Office received a donation of $500.00 from the San Marcos Lions Club to be used towards the Jr. Deputy Program. The donation will provide supplies for the program that will take place in the summer of 2016.

Budget Amendment
Increase 052-618-00.4610 Contributions $500.00
Increase 052-618-00.5222 Special Projects $500.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve specifications for RFQ 2016-P04 Request for Qualifications for Professional Engineering Services to study feasibility of making improvements to Posey Road in Pct. 1 and Pct. 3 and authorize Purchasing to solicit for qualifications and advertise..

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 3, 2015	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Borcherding	CONLEY	INGALSBE

SUMMARY

On January 22, 2013, the Hays County Commissioners Court adopted a new Long Range Transportation Plan. During the development of the Plan, in both the technical work and public involvement process, Posey Road improvements from Hunter Road (FM2439) east to Old Bastrop Highway (CR 266) were identified as critical to the overall mobility needs of Hays County. Posey Road has become a major east-west route for residential and commercial development in southern Hays County. As such, it is becoming more and more evident that improvements and extensions of this roadway may be needed in the near-future. This RFQ focuses on researching and evaluating transportation alternatives and gathering data that will lead the Commissioners Court in their decisions regarding ROW requirements/acquisitions, extension options west of Hunter Road and east of Old Bastrop Road, and traffic impacts regarding Posey Road improvements.

REQUEST FOR QUALIFICATIONS
RFQ 2016-P04
POSEY ROAD CORRIDOR STUDY

On January 22, 2013, the Hays County Commissioners Court adopted a new Long Range Transportation Plan. During the development of the Plan, in both the technical work and public involvement process, Posey Road improvements from Hunter Road (FM2439) east to Old Bastrop Highway (CR 266) were identified as critical to the overall mobility needs of Hays County. Posey Road has become a major east-west route for residential and commercial development in southern Hays County. As such, it is becoming more and more evident that improvements and extensions of this roadway may be needed in the near-future. This RFQ focuses on researching and evaluating transportation alternatives and gathering data that will lead the Commissioners Court in their decisions regarding ROW requirements/acquisitions, extension options west of Hunter Road and east of Old Bastrop Road, and traffic impacts regarding Posey Road improvements.

PROPOSED PROJECT

Scope of Work:
The scope of work for this project includes the necessary surveying, traffic data collection, route studies and design, hydrologic studies, traffic data collection, geotechnical, environmental studies, utility coordination, ROW acquisition services, and project management necessary to advise and inform Hays County. Specifically, the following effort will be required:

- Data collection and mapping
    - Existing ROW Width / Adjacent property owners
    - Existing Pavement Structure
    - Existing and forecasted design year traffic volumes.
    - Identification of existing utilities for conflict analysis
- Route studies and design
    - Capacity with no additional ROW
    - Future developments west of FM 2439 and east CR 266
    - Proposed pavement design
- Conceptual plan development
    - Preliminary schematic
    - ROW map
- Traffic model development and alternatives analysis
- Environmental studies anticipated
- Corridor feasibility report
- Development of a funding plan
- ROW Acquisition

All information collected and all engineering drawings produced shall be formatted in such a way that this data can be incorporated into future design work.

- All documents and spreadsheets will be prepared utilizing Microsoft Office.
- CAD files will be prepared utilizing Microstation V8i.

- OpenRoads will be utilized for development of schematic roadway geometrics.

Proposals should encompass the above general description of Scope and include any other technical aspects that will enhance Hays County's goal of providing a safe, reliable, and efficient roadway system. Preference will be given to those firms which have demonstrated capabilities in successfully completing projects of similar scope and complexity, and routinely exceed expectations in terms of work product quality and project delivery.

Statement of Qualification requirements:

Each submission shall contain all the items listed below. Incomplete submissions shall be rejected in technical review by the Selection Committee.

A. Letter of Transmittal

1. Briefly state your understanding of the services being requested and interest in the project(s).
2. Give the name(s) of the persons authorized to execute contract documents for your firm, their titles, addresses, telephone numbers, and fax numbers.
3. Letter of transmittal must be signed by one of the above named persons.

B. Title Page

Show the subject, name of your firm, address, telephone number, fax number, email, name of contact person and date.

C. Table of Contents

Include a clear identification of the material by section and page number.

D. Qualifications Proposal and Project Approach

1) Team's Experience 15 points
   - State whether the firm is local, regional, national, or international. Identify number of transportation design staff at the local (Austin area) and state (Texas) levels.
   - Give the location of the primary office(s) which will provide the service to the County.
   - Describe your team's organizational structure, including specific roles, responsibilities, and qualifications and location of the individuals who will do the work. Verify in the form of a written statement that the proposed team individuals are currently employed, either by the prime or sub-provider.

2) Project Manager (Past 10 years) 30 points
   - Identify and describe the qualifications within the past 10 years of the Project Manager who demonstrates history and success with projects of similar scope, budgets, and clients as the project(s) described in this solicitation. The Project Manager must be licensed to practice professional engineering in the State of

Texas and shall be responsible for and in charge of all work performed on this project.

3) Previous Work Performance (Past 10 years) 15 points
   - Describe the firm's experience in providing the services being requested in the "Technical Expertise" section and in particular, indicate the firm's experience completing corridor feasibility studies for resulting in the identification of capital improvement projects.
   - Provide a list of at least five (5) similar projects completed within the last 10 years. The list should include the project location, description, project construction cost including base construction cost and total change order cost, description of change orders, construction completion date, services provided by your firm for the project, and an owner contact name and phone number.

4) Project Approach 25 points
   - Provide a brief project approach for addressing the needs and concerns identified on the Posey Road Corridor Study.
   - Describe your firm's approach to design of the project and plan for mitigating potential impacts.
   - Describe your firm's approach to strategic communications associated with corridor planning activities.
   - Identify anticipated deliverables and major milestones.
   - Explain your firm's quality control and quality assurance plan and how it relates to work performed by sub consultants.

5) Capacity to Perform Tasks 15 points
   - Explain the firm's capacity and availability to perform the specific proposed tasks.
   - Provide an Organizational Chart and outline a time frame for completing the services and setting appropriate deadlines.
   - Furnish the County with any additional information considered essential to your submission.

The Statement of Qualifications shall not exceed twenty (20) pages [20 sheets front and back] in length, but not including: a) Letter of Transmittal; b) Title Page; c) Table of Contents; and, d) front and rear covers. Sheet size is limited to 8½" x 11" sheets only, using 12 point font. The SOQ must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge, no other binding will be accepted.

CONTACT

Requests for clarification regarding this notice of invitation should be addressed to the following Contact and be sent by email only:

Jerry H. Borcherding, P.E.
Hays County, Texas
E-mail: jerry@co.hays.tx.us

The deadline for submitting requests for clarification regarding this notice of invitation to the above designated contact is 2:00 PM, Central Time on Friday, November 20, 2015.

DEADLINE TO SUBMIT STATEMENT OF QUALIFICATIONS

The deadline for submitting the Statement of Qualifications packet is **Monday, December 14, 2015 at 2:00 PM Central Time**. Seven (7) copies and one (1) electronic copy on CD of your packet should be submitted to the attention of Commissioner Debbie Ingalsbe and at the following address:

Hays County Precinct Three (San Marcos) Office
111 E. San Antonio Street, Room 204
San Marcos, Texas 78666

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction and drainage improvements, release of the construction bond, and acceptance of the maintenance bond for a 2-year period for Reunion Ranch subdivision, Ph. 2, Sec. 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 3, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	WHISENANT	N/A

SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW. The Transportation Department has inspected and approved the improvements.

HAYS COUNTY
TRANSPORTATION DEPARTMENT

P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

October 26, 2015

Honorable Bert Cobb, M.D.
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Reunion Ranch subdivision, Phase 2, Section 2

Dear Commissioners and Judge:

Brett Pasquarella, P.E., with Carlson, Brigance & Doering, Inc., is requesting that Hays County accept construction of the roads and drainage improvements in Reunion Ranch subdivision, Ph. 2, Sec. 2, release the construction bond and accept the maintenance bond for a 2-year period. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Jerry Borcherding, P.E.
Director
Hays County Transportation

Carlson, Brigance & Doering, Inc.

Civil Engineering ❖ Surveying

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: REUNION RANCH PHASE 2 SECTION 2

SCOPE OF WORK: W _____ WW _____ S/D X ALL ___

Owner's Name and Address	**Consultant Engineer's Name and Address**
Taylor Morrison of Texas, Inc.	Carlson, Brigance & Doering, Inc.
Mr. Adib R, Khoury, President	Brett R. Pasquarella, P.E.
11200 Lakeline Blvd., Ste. 150A	5501 West William Cannon Drive
Austin, Texas 78717	Austin, Texas 78749

This is to certify that I, the undersigned professional engineer, or my representative, have reviewed non-county construction progress reports, logs, shop drawings, and test reports. On this date, I made an on-site inspection of the referenced project. No discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for the purpose and life intended for the project by design, except those listed below. I, therefore, recommend acceptance of this project by the **Hays County**, upon satisfactory correction of the following items:

Revegetation

Seal

STATE OF TEXAS
BRETT R. PASQUARELLA
84769
LICENSED
PROFESSIONAL ENGINEER
CBD, Inc.
F-3791

Brett R. Pasquarella, P.E.

9/14/15
Date

84769
Texas Registration Number

5501 W. William Cannon • Austin, Texas 78749 • Phone (512) 280-5160 • www.cbdeng.com

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction and drainage improvements, release of the construction bond, and acceptance of the maintenance bond for a 2-year period for Shadow Creek subdivision, Ph. 8, Sec. 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 3, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	JONES	N/A

SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW. The Transportation Department has inspected and approved the improvements.

HAYS COUNTY
TRANSPORTATION DEPARTMENT

P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

October 28, 2015

Honorable Bert Cobb, M.D.
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Shadow Creek subdivision, Phase 8, Section 1

Dear Commissioners and Judge:

Chris Carlton, P.E., with Texas Engineering Solutions, is requesting that Hays County accept construction of the roads and drainage in Shadow Creek subdivision, Ph. 8, Sec. 1, release the construction bond, and accept the maintenance bond for a 2-year period. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Jerry Borcherding, P.E.
Director
Hays County Transportation

TEXAS ENGINEERING SOLUTIONS
5000 BEE CAVES RD, SUITE 206
AUSTIN, TEXAS 78746
P: (512) 904-0505
F: (512) 904-0509

TBPE FIRM #11206

October 22, 2015

Jim Parman
Hays County Road Department
2171 Yarrington Rd
San Marcos, TX 78666

Shadow Creek Subdivision – Phase 8, Section 1
Substantially Complete Letter
Hays Shadow Creek Development Inc.

Dear Mr. Parman,

Texas Engineering Solutions would like to report that the subdivision infrastructure construction is substantially complete for Phase 8, Section 1 of the Shadow Creek Subdivision. Per our ongoing site visits and inspections, communications with the contractor, and a walk through on October 8, 2015, we are confident that the construction of the subdivision was done per the plans and specifications. As seen in the walk through with the contractor (Joe Bland Construction) the substantially complete construction includes, but is not limited to, the installation and testing (where required) of the following items:

- Water system and services
- Wastewater system and services
- Roadway construction
- Storm water system/drainage improvements
- Street signs
- Traffic control signs
- Sidewalks and curb ramps
- Underground electric facilities installed to the boundary of each lot
- Natural gas service system
- Re-vegetate

Additionally, all conduits needed for the installation of cable and telephone service by the applicable service providers has been installed to the boundary of each lot. Water service is available from Goforth Special Utility District per the existing water supply agreement, and wastewater service is available through Hays County MUD No. 1.

If you have any questions or comments, please feel free to call us at 904-0505. Thank you for your time.

Sincerely,

Stephen R Delgado, P.E.

Cc: Lisa Stephens
Hank Smith, P.E.
Neal Goedrich, P.E.
Darel Ball

STATE OF TEXAS
STEPHEN R. DELGADO
99342
LICENSED
PROFESSIONAL ENGINEER
10/22/15

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to consider a variance from Section 10 C-1 of the Hays County Rules for On-Site Sewage Facilities and grant a development authorization to Robert Dixon, owner of a portion of Lot 21, Green Acres Subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 3, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Hairell	CONLEY	N/A

SUMMARY

Mr. Dixon is the owner of a portion of Lot 21, Green Acres Subdivision. In 2014, the property was divided by metes and bounds, rather than by the requisite plat revision. Hays County Regulations do not allow staff to issue any permits on parcels not in compliance with platting requirements, however Mr. Dixon has requested a variance from Section 10 C-1 of the Hays County Rules for On-Site Sewage Facilities which will allow him to replace his failing OSSF.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the Sheriff's Office to begin renovations of the training facilities that were damaged during the May 2015 Flood and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 3, 2015	$66,039

LINE ITEM NUMBER

001-656-99-090.5741

AUDITOR USE ONLY

AUDITOR COMMENTS:
See attached budget amendment.

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	COBB	N/A

SUMMARY

As a result of the May 2015 Flood, the Sheriff's Office training facilities were damaged and are in need of repair. The SO Facility Maintenance Manager has assessed the damages and estimated cost of the repairs (attached). An insurance claim was filed and the County has received a portion of the funds that can be utilized for the renovations. The insurance adjuster valued the structure at $68,721.82, however there is a $25,000 deductible for a total of $43,721.82 received. Those funds have been deferred to fiscal year 2016 and can be budgeted to utilize for the needed renovations.

The remaining funds needed may be eligible for reimbursement from FEMA. Also, funds were set aside during the FY 2016 budget process in County Wide miscellaneous capital improvements for Jail Improvements and are available to use if FEMA reimbursement is not approved. The additional funds needed will be budgeted once the funding source has been determined.

Budget Amendment:
Increase Compensation for Loss ($43,722.00)
Increase Misc Capital Improvements 43,722.00

Training Annex Remodel and Restore

	Item	Quantity	Cost	SubTotals	Notes	Outsource	Inhouse
1	Flooring						
2	**Carpet, Building 1**				**Rolled Goods**		
3	Offices	203	1.39	281.94			281.94
4	Lobby	700	1.39	972.22			972.22
5	**Laminate Flooring**				**New**		
6	Training Room Building 2	1078	2.00	2,156.00			2,156.00
7	**VCT Tile**				**New**		
8	Building 1 Break Room	52	0.75	39.00			39.00
9	Building 1 Restrooms and closets	138	0.75	103.50			103.50
10	Building 1 Weapon Storage	88	0.75	66.00			66.00
11	Building 2 Restrooms / Hallway	375	0.75	281.25			281.25
12	Floor Prep	400	0.50	200.00			200.00
13		653					489.75
14	Deck Repairs Supplies	50	20.00	1,000.00			1,000.00
15	Siding Repairs Supplies	15	35.00	525.00			525.00
16	**Walls**				**Remove or Add**		
17	Lumber	40	5.00	200.00			200.00
18	Insulation	26	21.00	546.00			546.00
19	SheetRock	27	9.00	243.00			243.00
20	Screws, Nails, & Glue	10	15.00	150.00			150.00
21	Paneling	10	45.00	450.00			450.00
22	Chair Rail Trim	100	4.00	400.00			400.00
23	Paint / Stain	10	25.00	250.00			250.00
24	Ceiling Repairs	25	5.00	125.00			125.00
25	Doors & Frames	4	300.00	1,200.00			1,200.00
26	Urethane both sides	9	20.00	180.00			180.00
27	Hardware	10	75.00	750.00			750.00
28	**Window Blinds**	14	35.00	490.00	**New**		490.00
29	Cove Base						
30	Building 1	350	1.25	437.50			437.50
31	Building 2	176	1.25	220.00			220.00
32	**Restrooms**				**Remove or Add**		
33	Fixtures	5	350.00	1,750.00			1,750.00
34	FRP Walls & Trim	15	33.00	495.00			495.00
35	Hand Bars	8	50.00	400.00			400.00
36	Lighting	8	50.00	400.00			400.00
37	Hot Water Heater	1	499.00	499.00			499.00
38	Plumbing $60./per hour	10	600.00	6,000.00		6,000.00	
39	Sewer Connections	1	500.00	500.00		500.00	
40	Upgrade Lift Station	1	2,500.00	2,500.00		2,500.00	
41							
42	Wall Hung Heat Pump A/C units	4	5,000.00	20,000.00	**Replace**	20,000.00	
43							
44	Repair Track (DG Only)	40	37.50	1,500.00			1,500.00
45	Remodel Total			45,310.42		29,000.00	16,310.42
46	Furniture			$16,978.55		16,978.55	
47	Incidentials / Move, Clean & Prep			750.00			750.00
48	IT Costs			1,500.00			1,500.00
49							
50	Grand Total			66,038.97		45,978.55	20,060.42

TDIndustries is licensed and regulated by the
Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
1-800-803-9202 or 512-463-6599

Texas State Board of Plumbing
P.O. Box 4200-4200
Austin, TX 78765
800-845-6584

Company:	Hays County Jail	**Contact:**	Tom Hackney
Address:	1307 Uhland Road	**Phone:**	512-865-7626
	San Marcos, TX 78666		
Date:	10/20/2015	**Email:**	tom.hackney@co.hays.tx.us

Dear Tom,

TDIndustries, Inc. is very pleased to have the opportunity to provide pricing for the above referenced property. Please find listed below the scope of work that will be performed.

Scope: **TCNP# R5055-TX-8136**
Replace (4) 3-ton Bard Units with new S/A-R/A Grills & T-stats.

- TDI will remove existing Bard equipment.
- TDI will replace with W36A2-A10 410A with 10 KW electric heat. New S/A & R/A Grills included & T-Stats.
- TDI will reconnect control wire, water lines, & condensate.
- TDI will properly mount & make fit new equipment
  - NOTE: This bid includes new S/A & R/A grills for all the new equipment along with new T-stats.

NOTE: Work will be performed during normal business hours of M-F 8:00 am – 5:00 pm

Total Price for Labor and Materials ----------$ 18,787.00
- **Sales Tax Not Included.**

Limited Warranty:
1. EQUIPMENT/PARTS WARRANTY: ☒ Manufacturer's Warranty ☐ Five Year Warranty Compressor
2. WORKMANSHIP WARRANTY: ☒ 90 Day Warranty or ☐ One Year Warranty

Clarifications, Exclusions and Terms: Please see attached.

Thank you very much for the opportunity to provide pricing for the work listed above. Please contact me at the numbers listed below if you have any questions or need further information.

RESPECTFULLY SUBMITTED BY TDINDUSTRIES		
By: Pam Trottier / Jesus Cano	**Direct Dial #: 512-739-6347**	**Date: 10.20.15**

ACCEPTANCE OF PROPOSAL			
P.O.#:	**Customer Name:**	**Signature:**	**Date:**

Clarifications:

- This proposal is based on performing work during normal working hours and at normal wage rates paid by TDIndustries, Inc.
- Price is based on the assumption that the structure is of sufficient strength that all piping, duct and equipment can be supported from it.
- Proposal is based on permits being secured under the Uniform Building Code by the General Contractor.
- All pricing is based on award of mechanical contract and project start not later than 30 days from the date of this proposal.
- TDIndustries, Inc. assumes no responsibility for existing services / conditions, their quality and/or performance.
- TDIndustries, Inc. assumes no responsibility for condition of utilities or parking lots/roadways above or below grade.
- TDIndustries disclaims any responsibility for incorrect data contained in the plan, specs and/or engineering data.
- Proposal is based on use of building elevators if applicable.
- This quote is based on **Standard Time labor.**
- Any pre-existing conditions (gas pressure, electrical, structural).
- **Any additional work not listed in the scope above will require written authorization by the customer before TDIndustries, Inc. can proceed.**

Exclusions:

- Payment or Performance Bonds, taxes, and permit fees.
- Additional work required to meet OSHA or ADA standards.
- Repairs or modifications of existing mechanical equipment or systems.
- Preventive and required maintenance during first year.
- Sheetrock or concrete cutting, removal or patching of any nature.
- Structural work including demolition.
- Existing valves must close and hold.
- Ceiling removal or replacement.
- Upgrade of existing systems to meet local codes (floor x-rays for concealed conduits or post tension cables). TDIndustries, Inc. will exert reasonable effort to locate conduit and cable. Any repairs are the owner's responsibility.
- Asbestos abatement or disposal of hazardous waste.
- Cleaning or painting of existing grilles.
- Insulation of existing un-insulated ductwork.
- Modifications of existing ductwork and piping due to conflict with new structural/architectural/mechanical modifications.
- Rock excavation.
- Painting, cutting or patching of drywall or block walls, or pavement for incoming services.
- Inertia bases pouring frames for pumps.
- Automatic fire sprinkler system.
- Electrical temperature control, interlock, disconnect and power wiring.
- Motor starters for mechanical equipment and air handling units.
- Energy management system or EMS tie in.
- Access door installation in walls or ceiling.
- Gas piping including removal.
- Smoke detectors, dampers or smoke ventilation other than stair pressurization.
- Painted sheet metal blank offs between slot diffusers.
- Openings or revisions to openings through steel beams in the building for mechanical penetrations.
- Openings or revisions to openings in core walls for mechanical penetrations.
- Steel roof framing which may be required for roof mounted equipment, fans or roof drains.
- Air handling units support platforms.
- Roofing work including cutting roof deck or leveling roof curbs.

- TDIndustries, Inc. warrants its workmanship for sewer & drain cleaning for a period of **24 hours** from the date of completion. Any foreign material retrieved from sewer or drain will discharge warranty and incur additional costs for clearing stoppage.

Standard Terms and Conditions:

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENTS HERETO.

1. **TDIndustries, Inc. liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. TDIndustries, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of TDIndustries, Inc. TDIndustries, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental or penal damages, including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If TDIndustries, Inc. furnishes Customer with advice or other assistance which concerns any labor, equipment, goods, or material furnished hereunder, or any system or equipment in which of such equipment, goods or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject TDIndustries, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.**

2. If TDIndustries, Inc. encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous substances on the site, TDIndustries Inc. will stop work and report the condition to the owner or owners' representative. TDIndustries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances has been removed or otherwise controlled so that it does not pose a health or safety threat.

3. Any installation dates given in advance are estimated. Installation will be made subject to prior orders with TDIndustries, Inc.. TDIndustries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond TDIndustries, Inc. reasonable control.

4. On arrival of any equipment, goods or material at the shipping address specified on the reverse side hereof, Customer shall assume all risk of loss or damage to such equipment, goods or material.

5. In the event Customer requires TDIndustries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TDIndustries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TDIndustries, Inc. may store goods or material ready for shipment at Customer's risk and expense.

6. The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TDIndustries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.

7. If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.

8. All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TDIndustries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

9. No oral representations are binding upon TDIndustries, Inc. unless reduced to writing and signed by an authorized representative of TDIndustries, Inc. All changes to this contract must be in writing.

DIRT WORKS

Excavation & Grading Services

SALES ORDER

Dirt Works
Blanco, TX. 78606

TO
Eric Batch

Date	6/4/2015

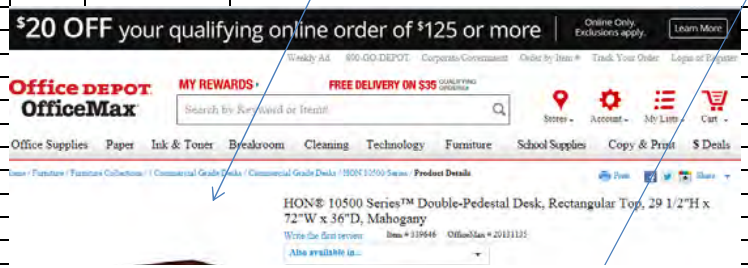
P.O. No.	Terms	Rep
	Due on receipt	CEB

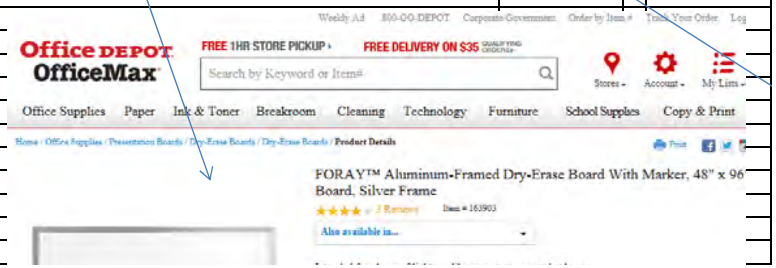
Description	Qty	Cost	Total
GRANITE GRAVEL SCREENED PER TON	54	13.25	715.50
DELIVERY CHARGE	5	150.00	750.00
40 YDS = 54 TONS MORE OR LESS			

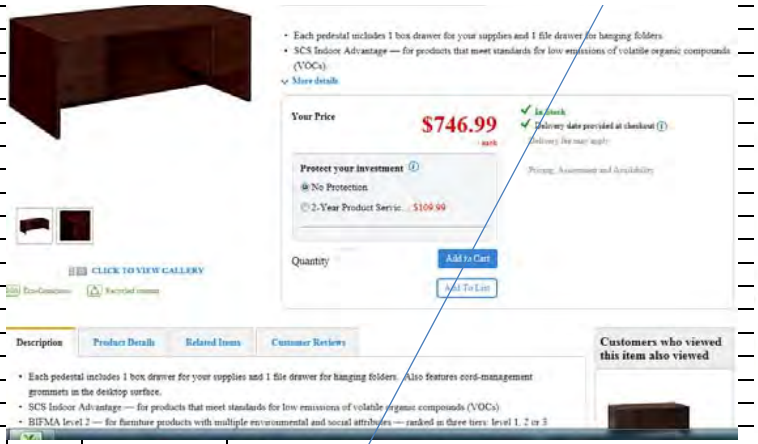
Subtotal	$1,465.50
Sales Tax (7.25%)	$0.00
Total	$1,465.50

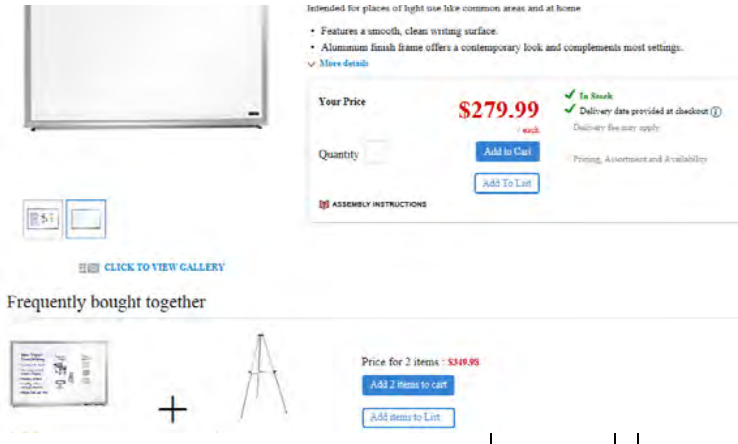
Phone #	Fax #	E-mail	Web Site
830-833-2097	830-833-1122	info@dirtworks.com	www.dirtworks.com

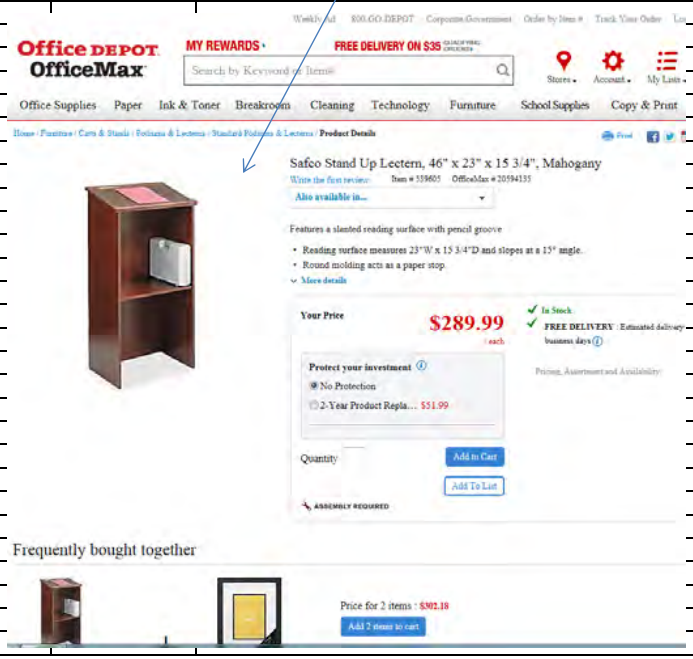
			COUNTY OF HAYS - CADET TRAINING ACADEMY			
LOCATION	**QTY.**	**SKU #**	**DESCRIPTION OF PRODUCT**	PRICE		TOTAL
CHAIRS						
CLASSROOMS	30	293994	OFFICESTOR PLUS STACKING BANQUET CHAIR - BLACK FABRIC	$30.79		$923.70
EXECUTIVE	7	494128	REALSPACE BRECKLAND HB EXECUTIVE CHAIR, BLACK BONDED LEATHER - 44 3/10"H x 25 49/50"W x 31 1/10"D	$149.99		
EXECUTIVE	7	246219	REALSPACE ENDSLEIGH EXECUTIVE BIG AND TALL BONDED LEATHER CHAIR, 43"-46"H x 27 3/4"W x 29 1/2"D	$247.49		$1,732.43
VISTOR	14	367636	OFFICE STAR WORK SMART LEATHER GUEST CHAIR, BLACK, MAHOGANY FRAME - 33 1/2"H x 23"W x 25 1/2"D	$169.99		
VISITOR	7	414628	SAFCO CAVA URTH FABRIC STRAIGHT LEG GUEST CHAIR, BLACK, BLACK FRAME - 32 1/2"H x 22 1/2"W x 24"D	$191.99		$1,343.93
VISITOR	14	631752	HON SOLUTION SEATING 4003 GUEST CHAIR, BLACK FABRIC, BLACK FRAME - 32"H x 23 1/2"W x 24 1/2"D	$184.79		
CONFERENCE	10	652758	REALSPACE FOSNER HB BONDED LEATHER, BLACK, BLACK FRAME - 48"H x 28 3/8"W x 30 7/10"D	$135.99		
CONFERENCE	10	493822	BRENTON STUDIO CRAWLEY EXECUTIVE HB, BLACK - 47 13/16"H x 26 3/16"W x 29 1/2"D	$139.99		
TABLES						
STUDENT WORK	22	3864654	ICEBERG FIXED RECTANGLE TABLE - WALNUT - 30" X 60"	$299.99		
STUDENT WORK	22	666978	ICEBERG OFFICEWORKS RECTANGLE MOBILE TRAINING TABLES-MAHOGANY - 18"D X 60"W	$309.99		
STUDENT WORK	22	355746	LORRELL FLIP TOP TRAINING TABLE RECTANGLE - 4 LEGS - MAHOGANY - 24" X 60"	$357.99		$7,875.78
CONFERENCE	1	633766	BASYX BY HON RECTANGULAR CONFERENCE TABLE WITH SLAB BASE-MAHOGANY-44" X 96"	$379.99		
CONFERENCE	1	635258	BASYX BY HON OVAL CONFERENCE TABLE WITH SLAB BASE-MAHOGANY - 44" X 96"	$476.99		
DBL PEDESTAL DESKS	6	339646	HON 10500 DOUBLE PEDESTAL DESK - 36 X72 - MAHOGANY (SHIPS ASSEMBLED)	$644.18		$3,865.08
MARKER BOARDS	4	163903	FORAY ALUMINUM FRAMED DRY ERASE BOARD 48" X 96"	$118.91		$475.64
CORK BOARDS	4	951690	FORAY ALUMINUM FRAMED CORK BULLETIN BOARD, 24" X 36"	$29.99		$119.96
ROOM SIGNS						
REST ROOM						
OFFICE						
TRAINING						
CONFERENCE						
FILE CABINETS						
4 DRAWER VERTICAL	4	606242	REALSPACE STEEL VERTICAL FILE - 52"H x 15"W x 22"D - BLACK - LOCKABLE	$179.99		
4 DRAWER LATERAL	7	369497	WORKPRO STEEL LATERAL FILE - 52 1/2"H x 36"W x 18 5/8"D - BLACK - LOCKABLE	$499.99		
LECTERN	2	539605	SAFCO STANDUP LECTERN - 46" x 23" x 15 3/4" - MAHOGANY	$289.99		$579.98
TRASH CANS						$16,916.50

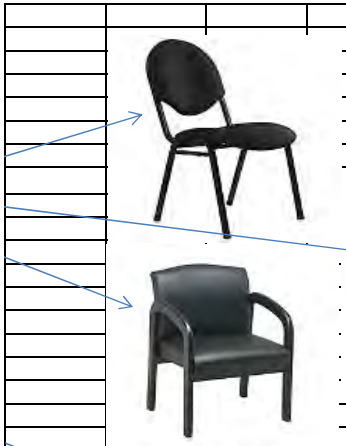


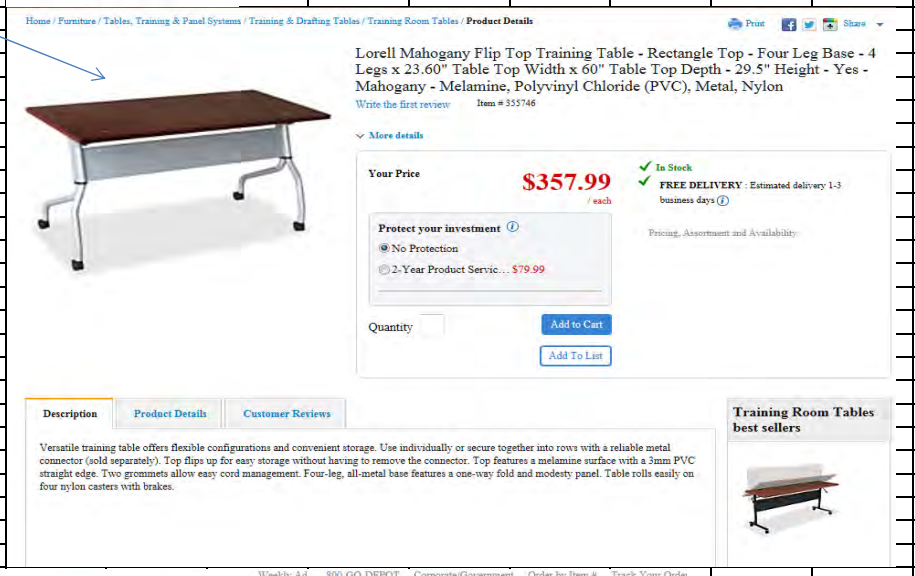


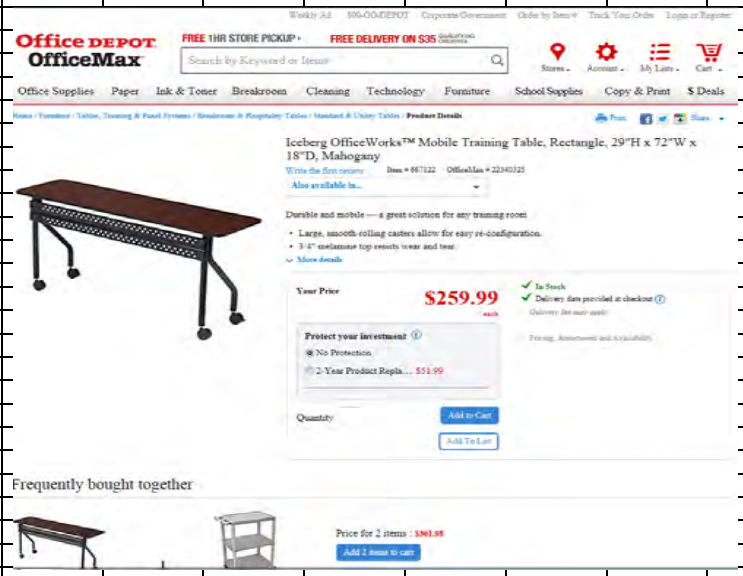

Each pedestal includes 1 box drawer for your supplies and 1 file drawer for hanging folders.
SCS Indoor Advantage — for products that meet standards for low emissions of volatile organic compounds (VOCs).
More details
Your Price
$746.99
Protect your investment
No Protection
2-Year Product Servic... $109.99
Quantity
Add to Cart
Add To List
CLICK TO VIEW GALLERY
Description
Product Details
Related Items
Customer Reviews
Each pedestal includes 1 box drawer for your supplies and 1 file drawer for hanging folders. Also features cord-management grommets in the desktop surface.
SCS Indoor Advantage — for products that meet standards for low emissions of volatile organic compounds (VOCs)
Customers who viewed this item also viewed

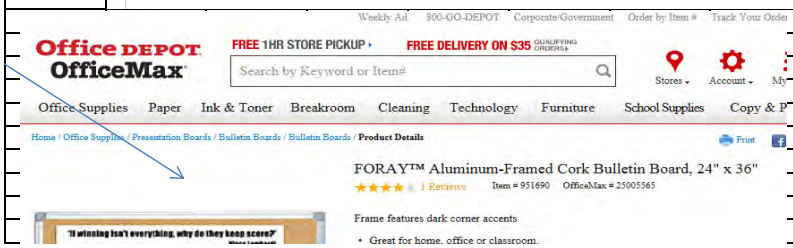

Intended for places of light use like common areas and at home
Features a smooth, clean writing surface.
Aluminum finish frame offers a contemporary look and complements most settings.
More details
Your Price
$279.99
In Stock
Delivery date provided at checkout
Quantity
Add to Cart
Add To List
ASSEMBLY INSTRUCTIONS
CLICK TO VIEW GALLERY
Frequently bought together
Price for 2 items : $349.98
Add 2 items to cart
Add items to List


Office DEPOT
OfficeMax
MY REWARDS
FREE DELIVERY ON $35
Search by Keyword or Item#
Stores
Account
My Lists
Office Supplies
Paper
Ink & Toner
Breakroom
Cleaning
Technology
Furniture
School Supplies
Copy & Print
Product Details
Safco Stand Up Lectern, 46" x 23" x 15 3/4", Mahogany
Also available in...
Features a slanted reading surface with pencil groove
Reading surface measures 23"W x 15 3/4"D and slopes at a 15° angle.
Round molding acts as a paper stop.
More details
Your Price
$289.99
In Stock
FREE DELIVERY
Protect your investment
No Protection
2-Year Product Repla... $51.99
Quantity
Add to Cart
Add To List
ASSEMBLY REQUIRED
Frequently bought together
Price for 2 items : $302.18
Add 2 items to cart




Home / Furniture / Tables, Training & Panel Systems / Training & Drafting Tables / Training Room Tables / Product Details
Print
Share
Lorell Mahogany Flip Top Training Table - Rectangle Top - Four Leg Base - 4 Legs x 23.60" Table Top Width x 60" Table Top Depth - 29.5" Height - Yes - Mahogany - Melamine, Polyvinyl Chloride (PVC), Metal, Nylon
Write the first review
Item # 355746
More details
Your Price
$357.99
each
In Stock
FREE DELIVERY : Estimated delivery 1-3 business days
Protect your investment
No Protection
2-Year Product Servic... $79.99
Pricing, Assortment and Availability
Quantity
Add to Cart
Add To List
Description
Product Details
Customer Reviews
Versatile training table offers flexible configurations and convenient storage. Use individually or secure together into rows with a reliable metal connector (sold separately). Top flips up for easy storage without having to remove the connector. Top features a melamine surface with a 3mm PVC straight edge. Two grommets allow easy cord management. Four-leg, all-metal base features a one-way fold and modesty panel. Table rolls easily on four nylon casters with brakes.
Training Room Tables best sellers


Office DEPOT OfficeMax
FREE 1HR STORE PICKUP
FREE DELIVERY ON $35
Search by Keyword or Item#
Office Supplies
Paper
Ink & Toner
Breakroom
Cleaning
Technology
Furniture
School Supplies
Copy & Print
$ Deals
Iceberg OfficeWorks™ Mobile Training Table, Rectangle, 29"H x 72"W x 18"D, Mahogany
Your Price
$259.99
Protect your investment
No Protection
Quantity
Add to Cart
Add To List
Frequently bought together


Office DEPOT OfficeMax
FREE 1HR STORE PICKUP
FREE DELIVERY ON $35
Search by Keyword or Item#
Office Supplies
Paper
Ink & Toner
Breakroom
Cleaning
Technology
Furniture
School Supplies
Home / Office Supplies / Presentation Boards / Bulletin Boards / Bulletin Boards / Product Details
Print
FORAY™ Aluminum-Framed Cork Bulletin Board, 24" x 36"
1 Reviews
Item # 951690
OfficeMax # 25005565
Frame features dark corner accents
Great for home, office or classroom.

- Accepts pins and tacks.

More details

Your Price

$29.99
/ each

Quantity

Add to Cart

Add To List

Available for future delivery

Free in store pickup

Sold in stores

Check your store availablity

Pricing, Assortment and Availability

Frequently bought together

★★★★☆ (1)

FORAY™ Aluminum-Framed Cork Bulletin Board, 24" x 36"

$29.99 / each

★★★½☆ (10)

Office Depot® Brand Magnetic Eraser

$2.69 / each

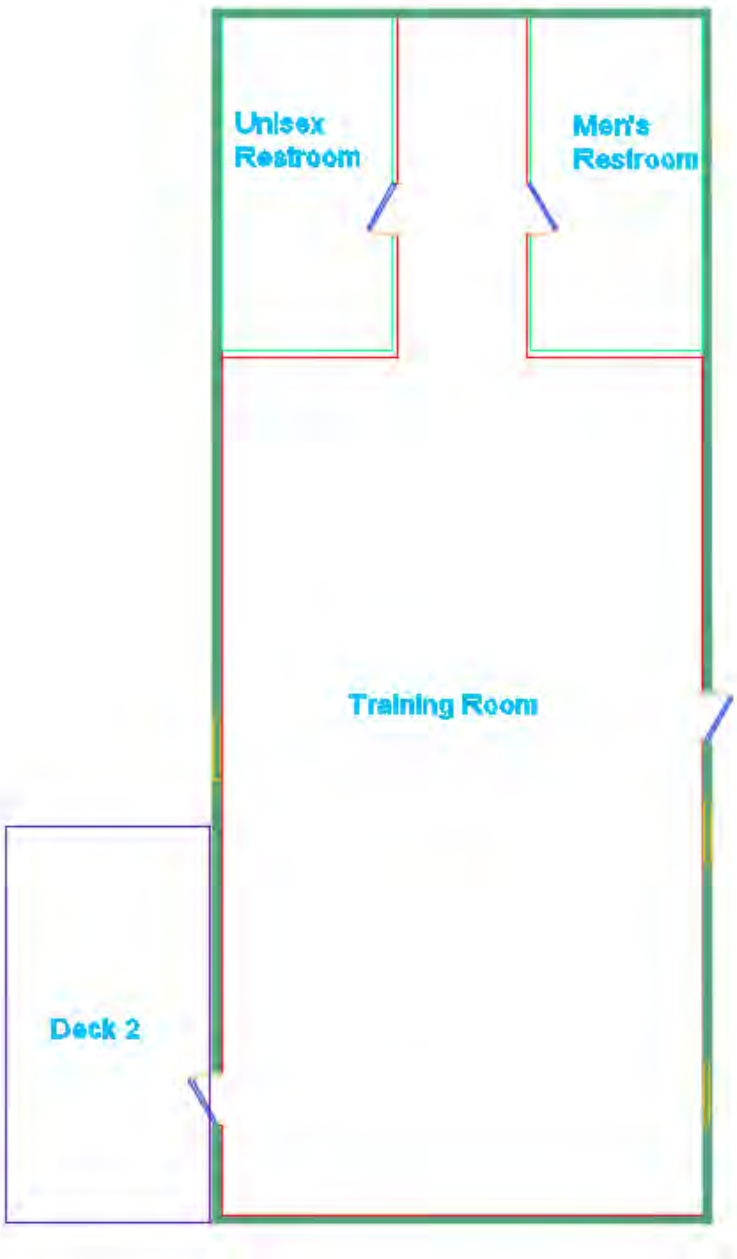
Price for 2 items : $32.68

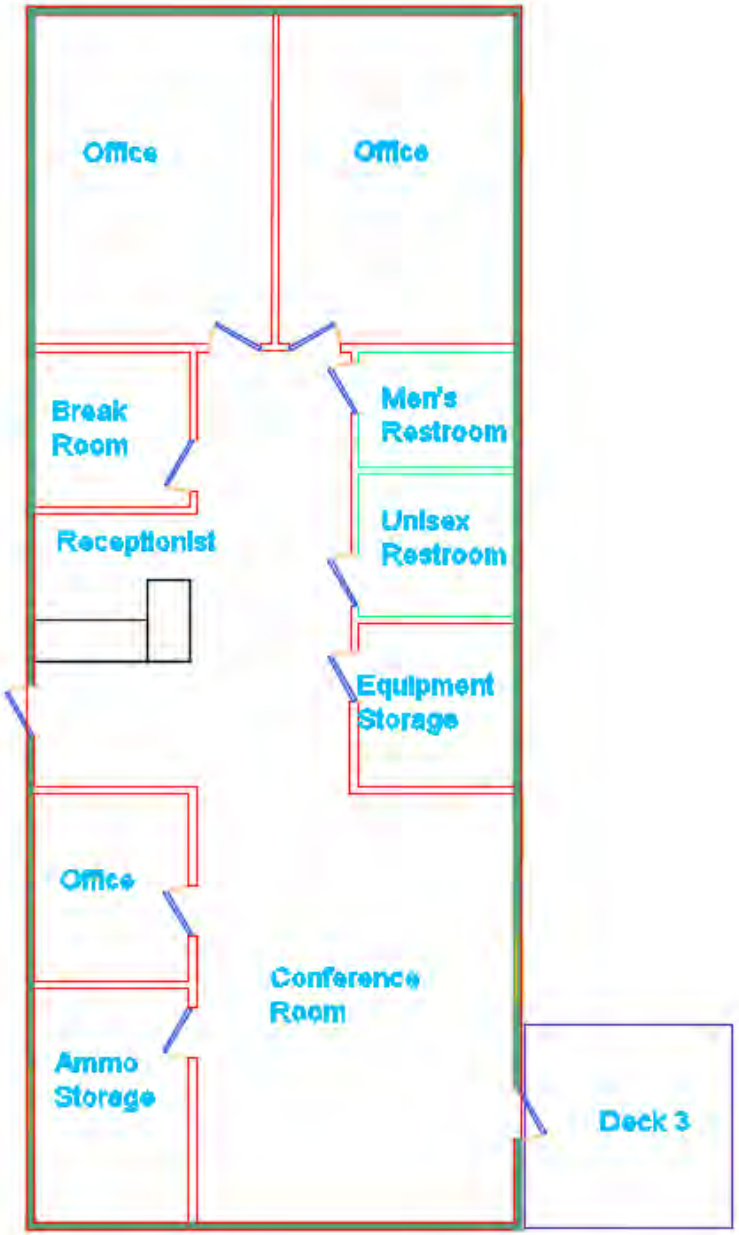
Add 2 items to cart

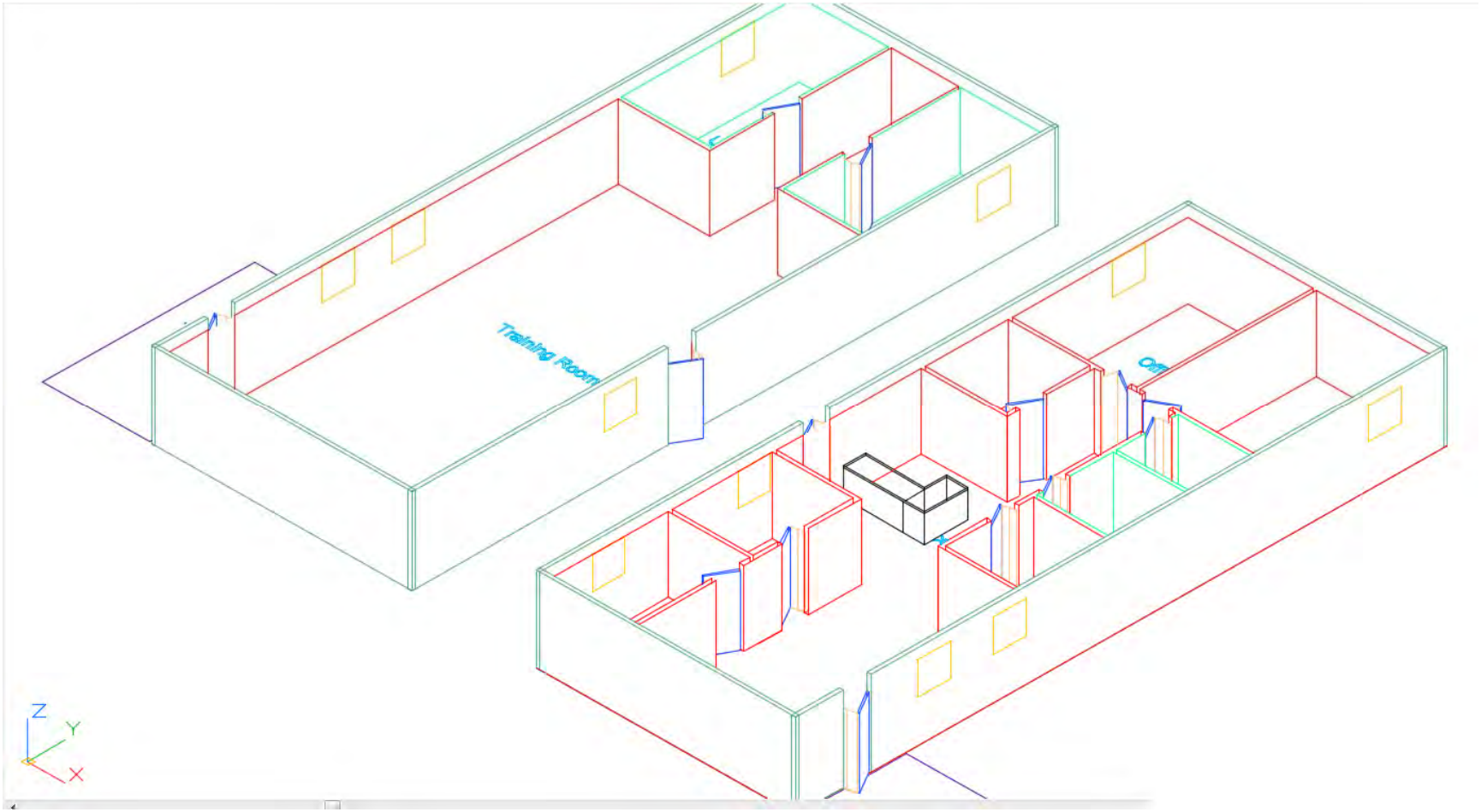
Add items to List

Office 4
Office 5
Men's RR
Open Area
Unisex RR
Deck1
Weight Room
Deck2
Office 1
Office 2
Men's RR
Reception
Unisex RR
Safe Room
Storage Room
Meeting Room
Office 3
Deck3
N

Main Level


Unisex Restroom
Men's Restroom
Training Room
Deck 2


Office
Office
Break Room
Men's Restroom
Receptionist
Unisex Restroom
Equipment Storage
Office
Conference Room
Ammo Storage
Deck 3


Training Room
Z
Y
X

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to acquisition of an approximately one (1) acre parcel of land, with improvements, in Precinct 3 of Hays County. Possible action to follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	November 3, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Conley	CONLEY	N/A

SUMMARY

Summary to be provided in Executive Session.