



**TEXAS**  
Health and Human  
Services

**Texas Department of State Health Services**

**John Hellerstedt, M.D.**  
*Commissioner*

The Honorable Ramon Garcia  
Hidalgo County Judge  
Hidalgo County  
1304 S. 25<sup>th</sup> Avenue  
Edinburg, Texas 78542

Subject: Zika Health Care Services Program  
Contract Number: HHS000059600001, Amendment No. 1  
Contract Amount: \$836,214.00  
Contract Term: January 3, 2018 – June 30, 2019

Dear Judge Garcia:

Enclosed is the Zika Health Care Services Program amendment between the Department of State Health Services and Hidalgo County.

The purpose of this contract is to provide education and resources to individuals related to Zika prevention, testing and management.

This amendment increases the contract by \$525,052.00 for FY2019 and extends the contract term to June 30, 2019. With all renewals exercised, the total contract amount is projected to be \$1,361,266.00.

Please let me know if you have any questions or need additional information.

Sincerely,

Kevin Ruiz, CTCM  
Contract Manager  
512-776-2192  
Kevin.ruiz@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS00005960001  
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("**System Agency**" or "**DSHS**") and **HIDALGO COUNTY** ("**Grantee**"), each a "**Party**" and collectively the "**Parties**," to that certain grant contract effective January 3, 2018 and denominated DSHS Contract No. HHS00005960001 ("**Contract**"), now desire to amend the Contract.

**WHEREAS**, the System Agency has chosen to exercise its option to renew the Contract in accordance with Section III, Duration of the Contract Signature Document;

**WHEREAS**, the Parties desire to revise the Budget to add funds for the period beginning July 1, 2018, through June 30, 2019 (hereinafter referred to as "**Fiscal Year 2019**" or "**FY 2019**");

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

**WHEREAS**, this revision will result in an addition of **FIVE HUNDRED TWENTY-FIVE THOUSAND FIFTY-TWO DOLLARS (\$525,052.00)** in federal funds.

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:

**SECTION III** of the Signature Document, **DURATION**, is amended to extend the Contract term through June 30, 2019. System Agency may renew the Contract for one (1) twelve-month period if funds are available.

1. **SECTION IV** of the Contract Signature Document, **BUDGET**, is deleted in its entirety and replaced with the following:

The total amount of this Contract will not exceed **EIGHT HUNDRED THIRTY-SIX THOUSAND TWO HUNDRED FOURTEEN DOLLARS (\$836,214.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENTS B and B-1**.

2. **SECTION I. GRANTEE RESPONSIBILITIES**, of the **ATTACHMENT A, STATEMENT OF WORK**, is amended to delete the first sentence in its entirety and replace with the following:

Grantee shall continue to utilize Community Health Workers ("**CHW**") and Case Managers ("**CM**") hired during the first project year to work in Grantee's public health clinics and communities to provide education and resources to individuals related to Zika prevention, testing, and management. In addition, the Grantee shall hire two additional staff for FY 2019.

3. **SECTION I(E)(1)-(2)** of **ATTACHMENT A, STATEMENT OF WORK**, are deleted in their entirety and replaced with the following:

1. Case Managers shall have a high school diploma and a minimum of one year case management experience.
2. Community Health Workers shall be certified by System Agency within 90 days of hire.

4. **SECTION I(F) of ATTACHMENT A, STATEMENT OF WORK**, is deleted in its entirety and replaced with the following:

**F. Reporting.**

Grantee shall submit to System Agency the following reporting data in the format to be provided by System Agency. Each element below must be reported for activities occurring in the clinic setting. The Grantee shall also track activities occurring in an outreach setting and report on those activities according to the reporting template:

1. Number of reproductive age women who receive client-centered contraceptive counseling services.
2. Number of reproductive age women who receive case management to access contraceptive services through other providers and funding sources.
3. Number of pregnant women whose partners received counseling on preventing Zika virus infection during pregnancy.
4. Number of pregnant women who receive pre- and post-Zika Test counseling.
5. Number of pregnant women who receive education on ensuring baby is screened for Zika-related conditions at delivery.
6. Number of pregnant women who receive case management to access appropriate prenatal ultrasound monitoring.
7. Number of mothers who had laboratory evidence of possible Zika virus infection receiving case management to access appropriate evaluation and outpatient management services for the newborn.
8. Number of pregnant women receiving prenatal care at LHD clinics.
9. Of #8, the number that were tested for Zika virus infection during their pregnancy.
10. For #9, average number of days between initial sample collection and date final results are provided to the woman.
11. Of #9, the number with laboratory evidence of possible Zika infection.
12. Of #11, the number that received ultrasound monitoring.
13. Of #11, the number that were referred to high-risk fetal medicine services.
14. Of #11, the number that have delivered.
15. Of #14, the number of newborns screened for evidence of Zika-related congenital abnormalities.
16. Of #14, the number of newborns diagnosed with brain abnormalities with and without microcephaly.
17. Of #14, the number of newborns diagnosed with Neural Tube Defects and Other Early Brain Malformations.
18. Of #14, the number of newborns diagnosed with Eye Abnormalities.
19. Of #14, the number of newborns diagnosed with Consequences of Central Nervous System Dysfunction.
20. Of #14, the number of newborns tested for Zika virus within two days of birth.
21. For #20, average number of days between the date of initial sample collection and the date the final results are provided to the infant's guardian.

22. Of #14, the number of newborns and infants receiving appropriate evaluation and outpatient management services in accordance with CDC’s outpatient management checklist for infants born to a woman with laboratory evidence of confirmed or possible Zika virus infection.

5. **SECTION I(F)(1)-(2) of ATTACHMENT A, STATEMENT OF WORK** are deleted in their entirety and replaced with the following:

1. Quarterly reporting of programmatic activities shall be submitted to [cdsb@dshs.texas.gov](mailto:cdsb@dshs.texas.gov) within fifteen (15) days after the end of each quarter as follows:

| <u>Submission Frequency</u> | <u>Due Date</u> |
|-----------------------------|-----------------|
| July 1 – September 30       | October 15      |
| October 1 – December 31     | January 15      |
| January 1 – March 31        | April 15        |
| April – June 30             | July 15         |

NOTE: These dates are subject to change at System Agency’s sole discretion. In the event of a change, System Agency shall notify Grantee.

2. Quarterly Financial Status Reports (FSR) shall be submitted to [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us) and to [CMSinvoices@dshs.texas.gov](mailto:CMSinvoices@dshs.texas.gov), and to [FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov) .

6. **SECTION III(A) of ATTACHMENT A, STATEMENT OF WORK**, is deleted in its entirety and replaced with the following:

A. Grantee shall submit monthly requests for reimbursement for actual allowable costs using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms.shtm>. Voucher and any supporting documentation must be submitted within thirty (30) days following the end of the month covered by the voucher. Voucher shall be submitted by email and simultaneously to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and to [cmsinvoices@dshs.texas.gov](mailto:cmsinvoices@dshs.texas.gov). Grantee shall submit a final close-out voucher by email not later than forty-five (45) days following the end of the applicable Contract term(s) for costs incurred on or before the last day of the Contract term. Vouchers received more than forty-five (45) days following the end of the applicable Contract term will not be paid.

7. **ATTACHMENT E, SUPPLEMENTAL & SPECIAL CONDITIONS** is amended by adding the following special condition:

**SECTION 1.07 Program Equipment, Program Supplies, Property Management and Reporting.**

a. Grantee shall initiate the purchase of all Equipment approved in writing by the System Agency in the first quarter of the Contract 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 Contract must be submitted to the assigned System Agency contract manager.

- b. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: 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. Controlled Assets are considered Supplies.
  - c. Grantee shall maintain an inventory of Equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency contract manager by e-mail not later than October 15 of each year.
  - d. System Agency funds must not be used to purchase buildings or real property without prior written approval from the System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
  - e. 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 System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
8. This Amendment No. 1 shall be effective as of July 1, 2018.
9. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
10. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 1  
DSHS CONTRACT NO. HHS000059600001**

**DEPARTMENT OF STATE HEALTH SERVICES    HIDALGO COUNTY**

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

Charles Smith Name: \_\_\_\_\_

Executive Commissioner Title: \_\_\_\_\_

Health and Human Services Commission

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

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE  
CONTRACT:**

- ATTACHMENT B -1- FISCAL YEAR 2019 BUDGET**
- ATTACHMENT G-1-FFATA CERTIFICATION**

**ATTACHMENT B-1  
FISCAL YEAR 2019 BUDGET  
CONTRACT NO. HHS000059600001**

| <b>Budget Categories</b>                        | <b>FY19 Budget</b>  |
|---|---------------------|
| Personnel                                       | \$363,804.00        |
| Fringe Benefits                                 | \$140,756.00        |
| Travel  | \$ 3,924.00         |
| Equipment                                       | \$ 0.00             |
| Supplies  | \$ 15,568.00        |
| Contractual                                     | \$ 0.00             |
| Other   | \$ 1,000.00         |
| Total Direct Costs                              | \$525,052.00        |
| Indirect Costs                                  | \$ 0.00             |
| <b>Total of Direct Costs and Indirect Costs</b> | <b>\$525,052.00</b> |



**Fiscal Federal Funding Accountability and Transparency Act  
(FFATA) CERTIFICATION**

**As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.**

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?  Yes  No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.  
If your answer is "No", answer questions "A" and "B".

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**A. 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

**B. 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

If your answer is "Yes" to both question "A" and "B", you must answer question "C".  
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

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**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  Yes  No

**If your answer is "Yes" to this question, where can this information be accessed?**

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**If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.**

**Provide compensation information here:**

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## Certificate Of Completion

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|---|--|
| Envelope Id: 86B0F66FDDA44FC3847020C72BF74588                               | Status: Sent                               |
| Subject: Amending \$1,361,266; HHS000059600001 Hidalgo County A-1; DSHS/CMS |  |
| Source Envelope:  |  |
| Document Pages: 15  | Signatures: 0                              |
| Certificate Pages: 3  | Initials: 0                                |
| AutoNav: Enabled  | Envelope Originator:                       |
| Envelopeld Stamping: Enabled  | Texas Health and Human Services Commission |
| Time Zone: (UTC-06:00) Central Time (US & Canada)                           | 1100 W. 49th St.                           |
|   | Austin, TX 78756                           |
|   | PCS_DocuSign@hhsc.state.tx.us              |
|   | IP Address: 167.137.1.16                   |

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| May 4, 2018      | Commission                              |                    |
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## Signer Events

| Signer Events  | Signature                     | Timestamp           |
|--|-------------------------------|---------------------|
| Amanda Hudson  | <b>Completed</b>              | Sent: May 4, 2018   |
| Amanda.hudson@dshs.texas.gov                         |                               | Viewed: May 4, 2018 |
| Security Level: Email, Account Authentication (None) | Using IP Address: 160.42.85.8 | Signed: May 4, 2018 |
|  | Signed using mobile           |                     |

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| Greta Rymal  | <b>Completed</b>               | Sent: May 4, 2018   |
| Greta.Rymal@hhsc.state.tx.us                         |                                | Resent: May 4, 2018 |
| Texas Health and Human Services Commission           |                                | Viewed: May 4, 2018 |
| Security Level: Email, Account Authentication (None) | Using IP Address: 167.137.1.15 | Signed: May 4, 2018 |

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|  |  |                   |
|--|--|-------------------|
| Ramon Garcia   |  | Sent: May 4, 2018 |
| ramon.garcia@co.hidalgo.tx.us                        |  |                   |
| Hidalgo County Judge                                 |  |                   |
| Hidalgo County                                       |  |                   |
| Security Level: Email, Account Authentication (None) |  |                   |

**Electronic Record and Signature Disclosure:**  
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|  |  |  |
|--|--|--|
| Andy Marker  |  |  |
| Edward.Marker@hhsc.state.tx.us                       |  |  |
| Security Level: Email, Account Authentication (None) |  |  |

**Electronic Record and Signature Disclosure:**  
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|  |  |  |
|--|--|--|
| Karen Ray  |  |  |
| Karen.Ray@hhsc.state.tx.us                           |  |  |
| Security Level: Email, Account Authentication (None) |  |  |

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| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

Charles Smith  
Charles.Smith@hhsc.state.tx.us  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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| Editor Delivery Events | Status | Timestamp |
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cmucontracts@dshs.texas.gov  
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Sent: May 4, 2018

Thomas Spears  
thomas.spears@hhsc.state.tx.us  
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**Electronic Record and Signature Disclosure:**  
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Sent: May 4, 2018

Kevin Ruiz  
kevin.ruiz@dshs.texas.gov  
Program Specialist and Contract Manager  
Texas Health and Human Services Commission  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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Sent: May 4, 2018  
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Mike Escaname  
mike.escaname@hchd.org  
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Sent: May 4, 2018  
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Eduardo Olivarez  
Eddie.olivarez@hchd.org  
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Sent: May 4, 2018

Pam Wells  
pam.wells@hhsc.state.tx.us  
Security Level: Email, Account Authentication (None)  
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| <b>Envelope Summary Events</b> | <b>Status</b> | <b>Timestamps</b> |
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| <b>Payment Events</b> | <b>Status</b> | <b>Timestamps</b> |
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