

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 2015-047694-002
AMENDMENT NO. 3**

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 April 1, 2015 and denominated DSHS Contract No. 2015-047694-002 ("Contract"), now desire to further amend the Contract.

WHEREAS, the System Agency has chosen to exercise its option to renew the Contract in accordance with Section 4, **Term of the Contract**, of the Contract;

WHEREAS, the Parties desire to revise the Budget to add funds for the period beginning September 1, 2018, through August 31, 2019 (hereinafter referred to as "Fiscal Year 2019" or FY2019");

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

WHEREAS, this revision will result in an addition of **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)** in funds.

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

1. **SECTION 2** of the Contract, **TOTAL AMOUNT OF THE CONTRACT AND PAYMENT METHOD(S)**, is amended to increase the total amount of the Contract to an amount not to exceed **SIX HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$655,000.00)**.
2. **SECTION 4** of the Contract Signature Document, **TERM OF THE CONTRACT**, and the term of the Program Attachment are hereby amended to reflect a new termination date of August 31, 2019.
3. The Parties agree to amend the first sentence in **SECTION I. STATEMENT OF WORK**, of the Program Attachment, to the following:

Contractor shall work with the Texas Department of State Health Services (DSHS), Community Health Improvement Division (CHI), Maternal and Child Health Section, Maternal and Child Health Unit (MCH) to develop and implement the Lactation Support Center Services - Strategic Expansion Program (LSCS-SEP).
4. The Parties agree to amend the third sentence in **SECTION I. STATEMENT OF WORK**, of the Program Attachment, to the following:

The services provided under this Contract will complement and expand upon services provided by the Contractor under their current HHSC WIC Local Agency Lactation Center Contract, by which the HHSC WIC Program pays Contractor to act as a lactation

resource center for Special Supplemental Nutrition Program for Women, Infants and Children (WIC) mothers with breastfeeding problems, (2) a training center for WIC local agency staff and other health providers to receive clinical experience working with breastfeeding mothers, and (3) a statewide Breastfeeding Resource Center for health providers to utilize for information and assistance when working with pregnant and breastfeeding women.

5. SECTION I(A)(1)(a) of the Program Attachment is deleted in its entirety and replaced with the following:

a. Lactation counseling services provided by the Contractor under this Contract shall be performed by, or under the supervision of, an International Board Certified Lactation Consultant. An International Board Certified Lactation Consultant is defined as a health care professional who specializes in the clinical management of breastfeeding and who is certified by the International Board of Lactation Consultant Examiners, Inc. (IBLCE), under the direction of the U.S. National Commission for Certifying Agencies. Lactation counseling services shall be performed in a manner consistent with IBLCE Professional Standards and according to statutes and to HHSC rules, policies, and directives of HHSC Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and/or as directed by the United States Department of Agriculture (USDA) as referenced in this Program Attachment. During the term of this Program Attachment, USDA may issue regulations, instructions, policies and/or directives, which may be incorporated into the current HHSC WIC Program Policy and Procedures Manual and program rules.

6. SECTION I of the Program Attachment, is amended to add the following:

Contractor certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

- a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
- b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
- c) Applying to all employees and visitors in this designated area; and
- d) Providing for or referring its employees to tobacco use cessation services.

If Contractor cannot meet these minimum standards, it must obtain a waiver from the System Agency.

7. SECTION IV RENEWALS, of the Contract's Program Attachment, is amended to replace in its entirety as follows:

System Agency may renew this Contract for one (1) additional twelve -month period if funds are available.

8. The Parties agree to delete SECTION VI. BILLING INSTRUCTIONS, of the Program Attachment and to replace with the following:

SECTION VI. BILLING INSTRUCTIONS:

- A. Contractor shall submit requests 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.shtml>. Voucher and any supporting documentation must be submitted within thirty (30) days following the end of the month covered by the voucher. Voucher and supporting documentation shall be submitted by email and simultaneously to Invoices@dshs.texas.gov and to CMSinvoices@dshs.texas.gov and to cdsb@dshs.texas.gov. Contractor 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.

Form B-13 voucher shall be submitted each month even if there are zero expenditures.
Form B-13 voucher shall be submitted each month for actual program expenditures even if the contract limit has been reached.

Contractor shall submit quarterly Financial Status Reports (FSR/Form 269A) for services provided. Each FSR shall be clearly marked as "LSCS-SEP". The original FSR shall be signed and emailed to Invoices@dshs.texas.gov and to CMSinvoices@dshs.texas.gov. and to FSRGrants@dshs.texas.gov.

9. The Parties agree to amend the fourth paragraph of SECTION VII. BUDGET, of the Program Attachment to the following:

All categories of costs billed to DSHS, and allocation of such costs, shall be in accordance with the "Plan to Allocate Direct Costs" (PADC) submitted by Contractor and approved by the DSHS. This document is incorporated herein by reference and made a part of this Contract.

10. The Parties agree to add the following to SECTION VII. BUDGET, of the Program Attachment:

"Total reimbursement for the period September 1, 2018, through August 31, 2019, will not exceed \$200,000.00."

11. The FY 2019 categorical budget is attached to this Amendment as ATTACHMENT B -1- FISCAL YEAR 2019 BUDGET and incorporated into the Contract as if fully set forth therein.

12. This Amendment No. 3 shall be effective as of September 1, 2018.

13. Except as amended and modified by this Amendment No. 3, all terms and conditions of the Contract, as amended, shall remain in full force and effect. In the event of a conflict between the Contract and the terms of this Amendment, the terms of this Amendment shall control.
14. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 3
DSHS CONTRACT NO. 2015-047694-002**

DEPARTMENT OF STATE HEALTH SERVICES HIDALGO COUNTY

John Hellerstedt, M.D.
Commissioner
Department of State Health Services
Date of Execution: _____

By: _____
Name: _____
Title: _____
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. 2015-047694-002**

Budget Categories	FY19 Budget
Personnel	\$108,456.00
Fringe Benefits	\$ 36,864.00
Travel	\$ 10,828.00
Equipment	\$ 820.00
Supplies	\$ 26,940.00
Contractual	\$ 0.00
Other	\$ 5,396.00
Total Direct Costs	\$189,304.00
Indirect Costs	\$ 10,696.00
Total of Direct Costs and Indirect Costs	\$200,000.00

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.**

Legal Name of Contractor: <p style="text-align: center;">Hidalgo County</p>	FFATA Contact # 1 Name, Email and Phone Number: Ramon Garcia Ramon.garcia@co.hidalgo.tx.us (956) 318-2600																			
Primary Address of Contractor: 100 E. Cano 2nd Floor Edinburg, Texas 78539-4582	FFATA Contact #2 Name, Email and Phone Number: Arcilia Duran, CPA Arcilia.duran@auditor.co.hidalgo.tx.us (956) 381-2511 ext. 4645																			
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Printed Name of Authorized Representative	Signature of Authorized Representative
Title of Authorized Representative	Date

**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".

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.

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?

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

For example:

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;
Sally Tom:300000*

Provide compensation information here:
