

**HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. 2017-049851-001  
AMENDMENT NO. 2**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“**HHSC**” or “**System Agency**”) and **HIDALGO COUNTY DBA HIDALGO COUNTY HEALTH AND HUMAN SERVICES** (“**Grantee**”), who are collectively referred to herein as the “**Parties**” to that certain Women, Infant and Children’s Nutrition Local Agency grant contract effective October 1, 2016 and denominated HHSC Contract No. 2017-049851-001 (“**Contract**”), as amended, now desire to further amend the Contract.

**RECITALS**

**WHEREAS**, the Department of State Health Services (“**DSHS**”) was an original party to the Contract;

**WHEREAS**, all functions associated with the Contract were transferred from DSHS to HHSC by operation of law in accordance with Senate Bill 200, 84<sup>th</sup> Legislature (requiring consolidation of the Health and Human Services System) and Texas Government Code Chapter 531;

**WHEREAS**, the Contract provides that DSHS may assign, pledge or transfer the Contract to another State agency (see Attachment B, Uniform Terms and Conditions, Section 9.06, Assignments);

**WHEREAS**, the Parties desire to change the name of Grantee under the Contract;

**WHEREAS**, System Agency has elected to extend the Contract through Fiscal Year (“**FY**”) 2019 (October 1, 2018 through September 30, 2019) in accordance with Section III of the Contract.

**WHEREAS**, the Parties desire to revise the Budget for FY 2018 (October 1, 2017 through September 30, 2018) and FY 2019;

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

**WHEREAS**, these revisions will result in a decrease in funding of **THREE HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED FOUR DOLLARS (\$323,804.00)** for FY 2018 and an addition of **ELEVEN MILLION NINE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY-ONE DOLLARS (\$11,924,881.00)** in federal grant funds for FY 2019.

**AGREEMENT**

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

1. References in the Contract to “**DSHS**” are hereby changed to “**HHSC**”.
2. References in the Contract to “**Hidalgo County Health and Human Services**” or “**Grantee**” are hereby changed to “**Hidalgo County dba Hidalgo County Health and Human Services**”.
4. **SECTION III** of the Contract, **DURATION**, is hereby amended to reflect a new termination date of September 30, 2019.

5. **SECTION IV** of the Contract, **BUDGET**, is deleted and replaced in its entirety with the following:  
**IV. BUDGET**  
The total amount of this Contract will not exceed **THIRTY-SIX MILLION TWO HUNDRED EIGHTY THOUSAND TWO HUNDRED FORTY-ONE DOLLARS (\$36,280,241.00)**, of which **\$12,375,469.00** is allocated to FY 2017 (October 1, 2016 through September 30, 2017), **\$11,979,891.00** is allocated to FY 2018 (October 1, 2017 through September 30, 2018) and **\$11,924,881.00** is allocated to FY 2019 (October 1, 2018 through September 30, 2019). All expenditures under the Contract will be in accordance with **Attachment A, Statement of Work**.
6. **SECTION I(H)** of **ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:
  - H. Conduct outreach to potential participants and implement strategies to retain existing participants.
7. **SECTION I(M)** of **ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:
  - M. Allow System Agency or its agent to configure all desktop, laptops, and tablets purchase with WIC funds for access to the Texas Integrated Network (“TXIN”) Management Information System (“MIS”) at all Grantee WIC clinics and administrative offices. Grantee will notify System Agency in writing not less than forty-five (45) days prior to the relocation of a site, and the deployment of a new site. Grantee is responsible for all desktop, laptops, and tablet maintenance and hardware support.
8. **SECTION I(N)** of **ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:
  - N. Grantee is required to immediately address, or facilitate internal access to all its clinics to the System Agency or its agent to facilitate the resolution of any issues restricting valid food benefit issuance to eligible WIC participants. Grantee is required to notify the System Agency of any issues resulting in the interruption of services for a period of four (4) hours or more.
9. **SECTION I(R)** of **ATTACHMENT A, STATEMENT OF WORK**, is amended by deleting it in its entirety and replacing it with the following:
  - R. Omitted.
10. **SECTION I(S)** of **ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:
  - S. Implement special projects according to System Agency-approved plan related to nutrition education, outreach or breastfeeding and submit any required deliverables in a format approved by System Agency. Funding for special projects is contingent upon availability and approval in writing by System Agency of the Grantee's plan for the special project.

11. **SECTION I(BB)** of **ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:
  - BB. Submit to System Agency or maintain the following deliverables in a format designated by System Agency:
    1. Monthly WIC Local Agency Performance Measure Report submitted by the 15th calendar day of the following month; and
    2. Monthly Extended Hours Summary Report submitted by the 15th calendar day of the following month.
12. **SECTION II(A)** of **ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:
  - A. Grantee shall ensure:
    1. An average of 95% of families each quarter who participate in the WIC Program by receiving food benefits also receive nutrition education classes or individual counseling;
    2. Each quarter an average of 20% or greater of all pregnant women who enter the WIC Program are certified as eligible;
    3. Each quarter an average of 80% of clients who are enrolled in the WIC Program, excluding dual participants and transfer locked and/or migrant clients, participate as food benefit recipients each month (breast-feeding infants are also included in the client count); and
    4. 100% of participants who indicate during the enrollment process for the WIC Program that they have no source of health care are referred to at least one (1) source of health care at certification of eligibility.
13. **SECTION III(A)** of **ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:
  - A. Grantee will request monthly payments using the State of Texas Purchase Voucher (Form 4116) at <https://hhs.texas.gov/laws-regulations/forms/4000-4999/form-4116-state-texas-purchase-voucher> and submit with any supporting documentation by electronic mail to System Agency at [WicVouchers@hhsc.state.tx.us](mailto:WicVouchers@hhsc.state.tx.us). Grantee shall indicate separately on the face of the State of Texas Purchase Voucher, the costs associated with nutrition education, breast-feeding, and other administrative costs.
14. **SECTION III(B)** of **ATTACHMENT A, STATEMENT OF WORK**, is amended by modifying and replacing it with the following:
  - B. Grantee will submit Financial Status Reports (“FSR”) by electronic mail to the System Agency at [WicVouchers@hhsc.state.tx.us](mailto:WicVouchers@hhsc.state.tx.us) by the last business day of the month following the end of each quarter of the Contract term for review and financial assessment.
15. **SECTION III(D)(3)** of **ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:

3. Administrative costs will be reimbursed based on actual costs, but not to exceed the "maximum reimbursement" based upon the sum of the participants who were issued WIC EBT cards each month plus infants who do not receive any WIC EBT cards whose breastfeeding mothers were participants to the extent that the total so derived does not exceed Grantee's total assigned caseload within any given month. Surplus funds (the amount by which maximum reimbursements exceed actual costs) can be accumulated and carried forward within the same fiscal year.
  
16. The Parties agree to revise the supplemental condition for **Section 2.03, Financial Status Reports (FSRs)** in **ATTACHMENT D, SUPPLEMENTAL AND SPECIAL CONDITIONS** to provide as follows:

Except as otherwise provided in these Uniform Terms and Conditions or in the terms of any Attachment(s) that is incorporated into the Contract, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable Fiscal Year.
  
17. The Parties agree to add the following supplemental condition to **ATTACHMENT D, SUPPLEMENTAL AND SPECIAL CONDITIONS**:

**Section 4.03, Submission of Audit**, of the Health and Human Services Commission Uniform Terms and Conditions – Grant, Version 2.13 is deleted and replaced in its entirety with the following:

**4.03 Submission of Audit**

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the System Agency as directed in this Contract and another copy to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).
  
18. **SECTION 1.16, Child Abuse Reporting Requirement** of **ATTACHMENT D, SUPPLEMENTAL AND SPECIAL CONDITIONS**, is deleted and replaced in its entirety with the following:

**Section 1.16 Child Abuse Reporting Requirement**

  - a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
  - b. Grantee shall comply with System Agency WIC Program Child Abuse policy.
  
19. This Amendment No.2 shall be effective as of May 1, 2018 or upon the date this Amendment is signed by both Parties, whichever occurs later.
  
20. Except as amended and modified by this Amendment No. 2 all terms and conditions of the Contract, as amended, shall remain in full force and effect.

21. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**