



The Honorable Richard F. Cortez, County Judge
Hidalgo County
3105 W. University Drive
Edinburg, Texas 78539

Subject: Lactation Support Center Services Program
Contract Number: HHS000455900001, Amendment No. 4
Contract Amount: \$1,000,000.00
Contract Term: September 1, 2019 – August 31, 2024

Dear Judge Cortez:

Enclosed is the Lactation Support Center Services Program Amendment No. 4 between the Department of State Health Services and Hidalgo County.

The purpose of this Contract is to develop and implement the Lactation Support Center Services – Strategic Expansion Program and provide a training center, lactation education, counseling and referral services to women not currently participating in the Texas Special Supplemental Nutrition Program for Women, Infants and Children (WIC).

This Amendment:

- 1) Increases the Contract amount by \$200,000.00 for FY 2024; and
- 2) Extends the termination date to August 31, 2024.

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

Sincerely,

Tray Kirkpatrick, CTCM
Contract Manager
512-657-4269
Tray.Kirkpatrick@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000455900001
AMENDMENT NO. 4**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**DSHS**” or “**SYSTEM AGENCY**”) and **HIDALGO COUNTY** (“**GRANTEE**”), who are collectively referred to herein as the “**Parties**,” to that certain Lactation Support Center Services contract, effective September 1, 2019, and denominated as DSHS Contract No. HHS000455900001 (the “**Contract**”), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to extend the term of the Contract and revise the Contract Statement of Work and Budget; and

WHEREAS, the Parties have chosen to exercise their option to amend the Contract in accordance with **ATTACHMENT C, UNIFORM TERMS AND CONDITIONS, SECTION 9.1, AMENDMENT**, to the Contract.

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

1. **SECTION III, DURATION**, of the Contract Signature Document is amended to reflect a revised termination date of **August 31, 2024**.
2. **ATTACHMENT B-2, BUDGET (FY 2023)**, to the Contract is hereby deleted in its entirety and replaced with **ATTACHMENT B-3, REVISED BUDGET (FY 2024)**.
3. **SECTION IV, BUDGET**, of the Contract Signature Document is amended to add **\$200,000.00** in State funds to the Contract for services rendered in State Fiscal Year (FY) 2024. Accordingly, the total not-to-exceed amount of the Contract is increased to **\$1,000,000.00**. All expenditures under the Contract for FY 2024 shall be in accordance with **ATTACHMENT B-3, REVISED BUDGET (FY 2024)**.
4. **ATTACHMENT A-1, SUPPLEMENTAL STATEMENT OF WORK**, to the Contract is hereby deleted in its entirety and replaced with **ATTACHMENT A-2, SUPPLEMENTAL STATEMENT OF WORK**.
5. This Amendment shall be effective **September 1, 2023**.
6. Except as amended by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
7. Any further revisions to the Contract shall be by written agreement of the Parties.
8. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 4
DSHS CONTRACT NO. HHS000455900001**

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**THE FOLLOWING ATTACHMENTS ARE ATTACHED TO AND INCORPORATED AS PART OF THE
CONTRACT FOR ALL PURPOSES:**

- ATTACHMENT A-2: SUPPLEMENTAL STATEMENT OF WORK**
- ATTACHMENT B-3: REVISED BUDGET (FY 2024)**

ATTACHMENTS FOLLOW

ATTACHMENT A-2
SUPPLEMENTAL STATEMENT OF WORK
LACTATION SUPPORT CENTER SERVICES

I. GRANTEE RESPONSIBILITIES

- A.** Grantee shall work with the DSHS Community Health Improvement Division (CHI), Maternal and Child Health Unit (MCHU) to develop and implement the Lactation Support Center Services - Strategic Expansion Program (LSCS-SEP).
- B.** Grantee shall utilize the program to implement strategies to increase accessibility, quality, and coordination of breastfeeding support services in the Grantee's service delivery area.
- C.** The services provided under this Contract shall complement and expand upon services provided by the Grantee under their current HHSC Women, Infants, and Children Program ("WIC") Local Agency Lactation Center Contract by which WIC pays Grantee to act as:
 - (1) a lactation resource center for WIC participants experiencing 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.
- D.** Activities and funding provided under this Contract shall not duplicate nor supplant services otherwise provided by the Grantee under any other payment source.
- E.** Grantee shall:
 - 1. Perform professional, administrative, and clerical services necessary to:
 - a. Act as a lactation resource center for, and provide lactation education, counseling, and referral services to WIC participants experiencing breastfeeding problems.
 - i. Lactation counseling services provided by the Grantee under this Contract shall be performed by, or shall be performed 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, applicable law and regulation, this Contract, and DSHS and HHSC rules, policies, and directives.
 - ii. Grantee shall determine participants' access to, physical and behavioral health care and other human services, and make appropriate referrals.

- b. Provide expanded services to mothers and families in Grantee's service delivery area, which include:
 2. Information, education, and referrals on key maternal, infant, and early childhood health topics supportive of optimal infant feeding and maternal and infant health outcomes which will include perinatal depression screening and referral, urgent maternal warning signs, infant sleep safety and may include, but is not limited to, maternal-infant attachment; baby behavior; maternal health and safety; infant and early childhood development and care; appropriate introduction of complementary foods (e.g., avoidance of solids in bottles, delaying introduction of complementary foods to 6 months); importance of medical home; perinatal mental and behavioral health; or other topics as approved by System Agency; and
 3. Breastfeeding peer counselor or other recommended sources of mother-to-mother support in hospital or community settings; and
 4. Providing women who do not currently participate in WIC with breastfeeding and lactation support including, when appropriate, support with accessing lactation supplies as needed for establishing and maintaining lactation;
 5. Enabling Services (e.g., taxi vouchers or other transportation services; extended hours; mobile clinics; or other evidence-based strategies) to address barriers as identified through a needs assessment to increase access to family-centered, culturally relevant, timely lactation support; and
 6. Other Services identified by the Grantee to meet community needs, such as:
 - i. Providing and increasing access to lactation support training opportunities to support the maintenance of competencies and skills to train and build the local lactation support workforce or to build community capacity to design and deliver training to others in the community (e.g., train the trainer);
 - ii. Working with local health-related vocational programs, skilled trade technical programs, and undergraduate and graduate education programs for health professionals to integrate lactation education and support curriculum;
 - iii. Providing access to training and mentorship to support development of community-based lactation support leadership and to create equitable workforce development pathways for lactation support roles and professions; and
 - iv. Partnering with peer organizations and community stakeholders (such as WIC, local hospitals, birthing centers, faith-based organizations, employers, childcare centers, milk banks, community health providers, etc.) to identify training curricula, common educational materials, and co-created resources to establish consistent messaging across agencies within the lactation workforce.

7. In consultation with System Agency, develop and maintain an annual LSCS-SEP Work Plan and strategy for implementing the program, including goals; objectives; milestones for progress; action steps; timelines; performance measures and data sources; and key partners, and other resources to carry out the plan. Collect and maintain data on selected program indicators as outlined in a System Agency approved annual LSCS-SEP Work Plan.
8. Appoint and maintain staffing of an LSCS-SEP Coordinator. Participate in project planning, sharing, and status meetings (virtual or in person) with System Agency on a monthly basis and as needed. Ensure adequate staff competence, skills and training, staff coverage and uninterrupted delivery of services provided under this Contract.
9. Assist DSHS in evaluative activities including the collection of quantitative and qualitative data that will identify benefits of this LSCS-SEP and furnish financial, health, education and any other special reports in a timely manner as requested by, and in a format consistent with DSHS written requests to Grantee.
10. Assist with dissemination of project and program successes.
11. Submit to DSHS the following documents or reports in the formats requested by DSHS to InfantHealth@dshs.texas.gov and cdsb@dshs.texas.gov:
 - a. A finalized annual LSCS-SEP Work Plan due on September 30, 2023, that outlines the Grantee's approach for implementing sustainable strategies and activities to comply with this Contract. DSHS must provide written approval of the annual LSCS-SEP Work Plan prior to implementation.
 - b. An Annual Report, including a description of the implementation of strategies during the project period (September 1, 2023 through August 31, 2024) to update System Agency on assessments, activities carried out, and intervention impact. Submit these reports by August 31, 2024.
 - c. All activities related to the LSCS-SEP, including time frames, budget, and any revisions shall be reviewed and approved by DSHS.
<mailto:InfantHealth@dshs.texas.gov>
 - d. Biannual Financial Status Reports (FSR) to be submitted to cdsb@dshs.texas.gov and FSRGrants@dshs.texas.gov by the below dates:
 - i. September 1, 2023 – February 28, 2024 - Due by March 31, 2024
 - ii. March 1, 2024 – August 31, 2024 - Due by October 15, 2024

Grantee shall submit Financial Status Reports (FSR/Form 269A) for services provided with MCHU funds. Each FSR shall be clearly marked as "MCH Lactation Support Center Services-Strategic Expansion Program."

12. Grantee shall maintain an inventory of equipment and supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the designated DSHS Contract Manager by email and to FSOequip@dshs.texas.gov not later than October 15 of each year. 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.

13. Grantee shall provide notification of budget transfers by submission of a revised Categorical Budget Form to the designated DSHS Contract Manager, highlighting the areas affected by the budget transfer. Grantee is advised as follows:
 - a. Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but cannot exceed 25% of the total Contract value during a Contract budget period. If the budget transfer(s) exceeds 25% of the total Contract value, alone or cumulatively, a formal Contract amendment is required; and
 - b. After review, the designated DSHS Contract Manager shall provide notification of acceptance to Grantee via email, upon receipt of which, the revised budget shall be incorporated into the Contract.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in this **ATTACHMENT A-2, SUPPLEMENTAL STATEMENT OF WORK** and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A. Grantee shall request monthly payments using the State of Texas Purchase Voucher (Form B-13). Form B-13 (voucher) shall be marked as "MCH Lactation Support Center Services-Strategic Expansion Program" and any supporting documentation shall be mailed or submitted electronically to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
Email: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

- B.** The 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.
- C.** Grantee shall electronically submit a final close-out voucher not later than thirty (30) calendar days following the end of the applicable Contract term(s) for costs encumbered on or before the last day of the Contract term. Vouchers received more than thirty (30) calendar days following the end of the applicable Contract term will not be paid.
- D.** Grantee will be paid on a cost reimbursement basis and in accordance with **ATTACHMENT B-3, REVISED BUDGET (FY 2024)** of this Contract.

**ATTACHMENT B-3
REVISED BUDGET (FY 2024)**

CATEGORY	AMOUNT
Personnel	\$134,602.00
Fringe Benefits	\$50,126.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$5,724.00
Contractual	\$0.00
Other	\$9,548.00
Total Direct Costs	\$200,000.00
Total Indirect Costs	\$0.00
TOTAL	\$200,000.00