

**HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. 2017-049800-001  
AMENDMENT NO. 2**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“**HHSC**” or “**System Agency**”) and **CORPUS CHRISTI-NUECES COUNTY PUBLIC HEALTH DISTRICT (CITY)** (“**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. 2017-049800-001 (“**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**, 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 **ONE HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS (\$142,418.00)** for FY 2018 and an addition of **EIGHT HUNDRED FIFTY-SEVEN THOUSAND NINE HUNDRED THIRTY-FOUR DOLLARS (\$857,934.00)** in federal grant funds for FY 2019.

**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. **SECTION III** of the Contract, **DURATION**, is hereby amended to reflect a new termination date of September 30, 2019.
3. **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 **TWO MILLION SEVEN HUNDRED FORTY THOUSAND SEVEN HUNDRED SEVENTY-EIGHT DOLLARS (\$2,740,778.00)**, of which **\$1,012,631.00** is allocated to FY 2017 (October 1, 2016 through September 30, 2017), **\$870,213.00** is allocated to FY 2018 (October 1, 2017 through September 30, 2018) and **\$857,934.00** 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**.

4. **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.
5. **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.
6. **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.
7. **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.
8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. 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.

15. 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).

16. **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.

17. 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.

18. 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.

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

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 2  
HHSC CONTRACT NO. 2017-049800-001**

**HEALTH AND HUMAN SERVICES  
COMMISSION**

**CORPUS CHRISTI-NUECES COUNTY  
PUBLIC HEALTH DISTRICT (CITY)**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

**ATTACHMENT A-1 FFATA**

Approved as to form: 9/4/18



Assistant City Attorney  
For City Attorney

## 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:   | FFATA Contact # 1 Name, Email and Phone Number:  |
| Primary Address of Contractor:  | FFATA Contact #2 Name, Email and Phone Number:   |
| ZIP Code: 9-digits Required <a href="http://www.usps.com">www.usps.com</a><br><div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div> | DUNS Number: 9-digits Required <a href="http://www.sam.gov">www.sam.gov</a><br><div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div> |
| State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits<br><div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div>    |  |

|   |  |
|---|--|
| 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".

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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.**

**For example:**

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

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**Provide compensation information here:**

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## Certificate Of Completion

Envelope Id: 8E56170F2106480FA10FA710555F4DE2

Status: Sent

Subject: Amending \$2,740,778; 2017-049800-001; Corpus Christi-Nueces County A-2; HHSC/WIC

Source Envelope:

Document Pages: 13

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Texas Health and Human Services Commission

AutoNav: Enabled

1100 W. 49th St.

Envelope Stamping: Enabled

Austin, TX 78756

Time Zone: (UTC-06:00) Central Time (US & Canada)

PCS\_DocuSign@hhsc.state.tx.us

IP Address: 167.137.1.14

## Record Tracking

Status: Original

August 6, 2018

Holder: Texas Health and Human Services  
Commission

PCS\_DocuSign@hhsc.state.tx.us

Location: DocuSign

## Signer Events

Greta Rymal

Greta.Rymal@hhsc.state.tx.us

Texas Health and Human Services Commission

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Annette Rodriguez

annetter@cctexas.com

Health Director

City of Corpus Christi

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Andy Marker

Edward.Marker@hhsc.state.tx.us

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Karen Ray

Karen.Ray@hhsc.state.tx.us

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Cecile Young

cecile.young@hhsc.state.tx.us

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

## Signature

Completed

Using IP Address: 107.77.210.37

Signed using mobile

## Timestamp

Sent: August 6, 2018

Viewed: August 6, 2018

Signed: August 6, 2018

Sent: August 6, 2018

Viewed: August 16, 2018

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

| Agent Delivery Events   | Status           | Timestamp                                      |
|---|------------------|--|
| Intermediary Delivery Events  | Status           | Timestamp                                      |
| Certified Delivery Events   | Status           | Timestamp                                      |
| Carbon Copy Events  | Status           | Timestamp                                      |
| Amy FitzGerald<br>amy.fitzgerald@hhsc.state.tx.us<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | COPIED           | Sent: August 6, 2018                           |
| Cynthia Wright<br>cynthia.wright@hhsc.state.tx.us<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | COPIED           | Sent: August 6, 2018<br>Viewed: August 6, 2018 |
| Kathrine Galvan<br>KathrineG2@cctexas.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign         | COPIED           | Sent: August 6, 2018<br>Viewed: August 6, 2018 |
| Pam Wells<br>pam.wells@hhsc.state.tx.us<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign           |                  |  |
| Notary Events   | Signature        | Timestamp                                      |
| Envelope Summary Events   | Status           | Timestamps                                     |
| Envelope Sent   | Hashed/Encrypted | August 6, 2018                                 |
| Payment Events  | Status           | Timestamps                                     |