

## **ATTACHMENT A STATEMENT OF WORK**

### **I. GRANTEE RESPONSIBILITIES**

Grantee will:

- 1.1 Perform professional, administrative and clerical services necessary to determine eligibility, provide food benefits, and provide appropriate nutrition education and counseling to qualified women, infants and children in a specified geographic area. Grantee shall ensure adequate staff coverage and uninterrupted delivery of services. Services shall be performed according to the statutes, rules, policies, and directives of the 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 Contract. During the term of this Contract, the USDA may issue regulations, instructions, policies and/or directives, which may be incorporated into the current System Agency WIC Program Policy and Procedures Manual and program rules.
- 1.2 Determine eligibility of applicants through assessment of their categorical criteria, income, residence and nutritional status, and provide nutrition education and counseling to eligible participants.
- 1.3 Review the immunization records of WIC Program applicants/participants to ensure that immunizations are current. Make appropriate referrals to health care providers for necessary immunizations according to WIC Program policy.
- 1.4 Determine participants' access to health care, medical care and other human services, and make appropriate referrals. Grantee shall have a system in place to provide participants with appropriate health services or make appropriate referrals to health care providers under written agreements that ensure confidentiality of participants' personal information.
- 1.5 Issue pre-numbered WIC Electronic Benefit Transfer (EBT) cards furnished by System Agency to qualified participants who shall use such EBT cards to obtain specified food items from approved participating vendors; maintain complete accountability and security of all WIC EBT cards. Grantee shall be held financially responsible for all unaccounted WIC EBT cards and/or for the redeemed value of those issued to ineligible participants. In addition, Grantee shall be held financially liable for issuance of infant formula benefits that are not authorized or prescribed according to the System Agency WIC Policy and Procedures Manual.
- 1.6 Provide WIC services in locations in accordance with the System Agency WIC Program's policies.
- 1.7 Appoint a Grantee WIC Director/Supervisor.
- 1.8 Offer services during extended hours of operation outside the traditional times of 8:00 a.m. to 5:00p.m., Monday through Friday, or on Saturday or Sunday according

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to the Grantee's System Agency-approved Annual Plan of Operations or Certification of Local Agency (LA) Hours of Operation Form, which are incorporated by reference and made a part of this Contract.

- 1.9 Assist System Agency or USDA in the collection of data that will identify benefits of this nutrition intervention program and furnish financial, health, nutrition education and any other special reports in a timely manner as required by System Agency's WIC Program policies and procedures for the compilation of such data.
- 1.10 Become and maintain designation as a Mother-Friendly Worksite in accordance with 25 Tex. Admin. Code§ 31.1.
- 1.11 Implement or expand Grantee Breastfeeding Peer Counseling program to provide training and salary of peer counselors who assist pregnant and breastfeeding WIC program participants in normal breastfeeding situations. Provide clients with afterhours peer counseling services. Funding for this activity will be contingent on availability and written approval by System Agency.
- 1.12 Stock System Agency provided manual pumps, single-user electric breast pumps and multi-user electric breast pumps, collection kits, and purchase additional sized flanges. Distribute the appropriate pumps, kits, and/or additional sized flanges to eligible WIC participants. System Agency reserves the right to withhold payment and/or implement other contractual remedies if Grantee fails to accurately complete and submit online breast pump receiving reports within three (3) business days of receiving a System Agency breast pump delivery as documented in the current WIC policy and procedure manual.
- 1.13 Implement or expand Grantee's use of a Registered Dietitian (RD) who is registered with the Commission on Dietetic Registration to provide services for Grantee that includes, but not limited to: high-risk individual counseling, developing and conducting nutrition education classes taught in-person, online, or in a self-paced manner, consultation regarding the appropriate issuance of special formulas, nutrition publications and visual aids for on the job use, implementing staff training, assisting with the Annual Nutrition Education and Breastfeeding plan, and planning and assisting with special projects.
- 1.14 Train Local Agency staff. The term "Local Agency" is defined at 7 CFR § 246.2.
- 1.15 Conduct outreach to potential participants and community partners and implement strategies to retain existing participants in accordance with Grantee's outreach and retention plan.
- 1.16 Complete surveys as requested.

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- 1.17 Provide all WIC local agency employees providing services to WIC clients, a computer that has access to the WIC Management Information System (MIS) system and meets requirements set by the Texas WIC program.
- 1.18 Coordinate with System Agency to visit the physical address of a proposed grocery store outlet and determine if a store exists at the specified location and confirm the signage closely matches the indicated store name, if signage is present. Grantee shall send System Agency an email correspondence indicating findings on a form provided by System Agency, within five (5) business days of receipt of the form.
- 1.19 Review, research, and resolve client records identified by the MIS Dual detection process as a potential “duplicate record”. System Agency reserves the right to withhold payment and/ or implement other contractual remedies if Grantee fails to accurately resolve all possible dual participation at the time of certification.
- 1.20 Ensure requirements are met in accordance with the Contract Terms and Conditions and in the frequency designated by the System Agency. A quarter is October through December, January through March, April through June and July through September, unless otherwise stated.
- 1.21 Implement special projects according to System Agency-approved plan related to nutrition education, outreach or breastfeeding. Funding for special projects is contingent upon availability and approval in writing by System Agency of the Grantee’s plan for the special project.
- 1.22 If selected by System Agency, provide meals to WIC participants as part of the WIC Summer Meals Program in collaboration with the Texas Department of Agriculture (TDA) as follows:
  - A. Implement WIC Summer Meals Program according to System Agency-approved plan.
  - B. Submit meals served data to Contracting Entity (CE), a designated TDA contractor, in a frequency and format designated by the CE.
  - C. Submit requested updates and/or reports to System Agency in a frequency and format designated by System Agency.
- 1.23 Implement lactation services for WIC program participants who have breastfeeding problems that are beyond the scope of practice of Grantee’s WIC staff and/or peer counselors using International Board-Certified Lactation Consultants (IBCLC) or the most qualified equivalent. Lactation services may also include Local Agency staff training and the provision of lactation equipment. System Agency will provide written approval of Grantee’s plan to use lactation funding.

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- 1.24 If selected by System Agency, serve as:
- A. A Lactation Support Center for WIC program mothers with breastfeeding problems as outlined by System Agency;
  - B. A Lactation Support Center that provides the opportunity for WIC local agency staff and other health care providers to receive training and clinical experience working with breastfeeding mothers; and
  - C. A statewide Lactation Support Center for health care providers to utilize for information and assistance when working with pregnant and breastfeeding women. To serve as the Lactation Support Center Grantee must:
    - 1. Provide counseling services (to include in-person, phone, and teleconsults) to breastfeeding mothers at Grantee's location every fiscal year.
    - 2. Ensure at least 40 students (i.e., WIC staff, dietetic interns, residents, nurses) complete the Clinical Lactation Practicum or other breastfeeding training.
    - 3. Provide community education and track outreach activities to promote and support breastfeeding and the use of the Lactation Support Center in the community.
    - 4. Submit quarterly activity reports within thirty (30) calendar days after the end of each quarter of this Contract, in a format designated by System Agency. Activity reports will include Grantee's activities to meet requirements stated within this section.
    - 5. If selected, oversee the lactation support hotline. Oversight includes:
      - a. Designate an employee(s) or sub-contractor, who is trained to support breastfeeding, to answer the hotline during designated hours within their scope of practice and provide appropriate referrals if outside the scope of practice or as needed.
      - b. Provide information to families and health care providers on breastfeeding management and appropriate referrals and resources, or assistance on finding local IBCLC services in their area.
      - c. Report the available data on the monthly number of calls received through the Texas Lactation Support hotline.
- 1.25 Ensure adequate staff coverage and uninterrupted delivery of WIC services if any member of Grantee's staff is approved in writing by System Agency to participate in the System Agency's dietetic Internship program. This internship will consist of

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no less than 1,000 hours of supervised learning experiences in a variety of nutrition related facilities. Grantee is responsible for:

- A. Designating a WIC Nutritionist, preferably a registered dietitian, to be the Community Nutrition WIC Preceptor and oversee and evaluate intern's performance for the Community Nutrition (CN)/WIC portion of the System Agency dietetic internship.
- B. The Community Nutrition WIC Preceptor to ensure that the dietetic interns meet all requirements, standards and required supervised practice hours for the CN Supervised Practice as outlined by the System Agency's WIC Program.
- C. Ensuring that the intern is not used for regular WIC duties during the internship period.
- D. Collecting pay-back monies from intern in the event that the intern does not fulfill dietetic internship local agency contract requirements. Monies must be returned to System Agency.

- 1.26 If selected by System Agency, implement or expand the Supplemental Nutrition Assistance Program-Education (SNAP-Ed) projects. SNAP-Ed projects will focus on obesity prevention, nutrition education or breastfeeding-friendly community initiatives, or peer counselor services for SNAP-Ed and WIC eligible populations within the community.

If selected, grantee shall appoint a project coordinator to oversee the implementation and evaluation of each initiative; participate in activities as requested by System Agency, including but not limited to, reports including budget status and evaluation results, collaboration on articles, participation in sharing sessions; follow the SNAP-Ed guidance related to allowable costs for approved SNAP-Ed projects; collect data and submit all requested reports in a frequency and format designated by SNAP-Ed and System Agency for review and approval.

- 1.27 If selected by System Agency, implement or expand the Improving Participant Experience (IPE) initiative and strategies to improve the client experience and alleviate client "pain points," thus improving the quality of services and client satisfaction. This may include clinic improvements, repairs or renovations.

- A. Grantee shall submit proposed initiatives required reports, and documents in a frequency and format designated by System Agency for review and approval.
- B. Grantee shall appoint a project coordinator to oversee the implementation and evaluation of each initiative.

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- C. Grantee shall participate in activities as requested by System Agency, including but not limited to, submitting mid-year and end of year reports, quarterly webinars, and participating in sharing sessions.
  - D. Grantee shall spend funds related to clinic improvements on items that meet the Texas WIC Design Guidelines and Catalog and request approval from the System Agency for other items or projects if they are outside of the WIC branding guidelines and the Texas WIC Design Guidelines and Catalog regardless of cost.
- 1.28 If selected by System Agency, assist other local agencies with the following:
- A. purchasing supplies and/or equipment for other WIC local agencies,
  - B. provide services to assist other WIC local agencies with certifications, scheduling appointments, issuance of benefits and processing applicants within federal timeframes;
  - C. Assist local agencies in utilization of clinic space and clinic flow including:
    - 1. Consultation with local agency regarding placement of equipment and clinic reconfiguration to enhance clinic flow.
    - 2. Visits to local agency sites to ensure that changes are successfully implemented and to advise and make recommendations as needed.
  - D. Assist with mentoring new directors on WIC implementation and policy and procedures related to the WIC program.
  - E. Additional duties not listed but deemed necessary by either the local agency or System Agency;
  - F. Submit reports to System Agency in a format and frequency designated by System Agency documenting services provided to local agencies and local agency clinic efficiency.
- 1.29 If selected by System Agency, provide WIC outreach utilizing a subcontracted entity for a designated area of the state.
- Subcontracted WIC program outreach services to include:
- A. Conduct outreach to potentially eligible persons about the benefits of the WIC Program, including nutrition education, breastfeeding support and supplemental foods;
  - B. Provide WIC application and appointment assistance, including assistance with the online WIC portal or mobile application;
  - C. Promote WIC services at community events and through local media;
  - D. Track and report case outcome determination; including persons referred to WIC who subsequently participate in the WIC program; and

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E. Provide WIC clients and applicants with appointment reminders.

Administrative requirements include:

- A. Require at a minimum, one (1) in-person training per federal fiscal year (FFY) for all subrecipient subcontractor staff providing WIC program services outreach. Grantee will submit to System Agency training content for review and approval upon request.
  - B. Provide System Agency with Grantee and Grantee subcontractor activity reports in the frequency and format designated by System Agency.
  - C. Grantee shall maintain and provide to System Agency upon request, written policies and procedures for monitoring subrecipient subcontractors for both financial and programmatic performance.
  - D. Grantee shall submit to System Agency upon request, results of ongoing monitoring and corrective actions in a format and frequency designated by System Agency.
  - E. Grantee shall ensure a signed Data Use Agreement is signed for every contract term and that all client and potential client identifying information forwarded to the subrecipient subcontractor is used only for the purposes stated in this section.
- 1.30 If selected by System Agency, serve as a Training and Conference center for the Texas WIC program and the United States Department of Agriculture (USDA) staff.
- A. In addition to training implemented by Grantee, the Training and Conference Center shall be used as a central site for conducting routine training by System Agency.
  - B. Training center staff may be requested to develop specific courses as designated by the System Agency.
  - C. Training center staff must be made available to conduct trainings when needed.
  - D. Training center staff may be required to travel to other agencies/sites to conduct trainings at the System Agency's request.
  - E. Grantee shall submit proposed courses, initiatives and required reports in a frequency and format designated by System Agency for review and approval.
  - F. The Training and Conference Center will also be available for video conferencing as needed by System Agency, USDA, and WIC local agencies.
- 1.31 Notify the assigned contract manager to this Contract in writing of any change in the Grantee's Contact Persons or Key Personnel within ten (10) business days. This

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will be documented and tracked using controlled correspondence with the HHSC contract manager per Section 1.35.

- 1.32 Notify the assigned contract manager to this Contract in writing of any significant incidents involving substantial disruption of Grantee's program operation or affecting or potentially affecting the health, safety or welfare of the System Agency funded clients or participants within three (3) calendar days of discovery in addition to notifying the appropriate authorities.
- 1.33 Comply with the Contract's Terms and Conditions and the System Agency WIC Program's property management policy.
- 1.34 Require that all Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner while performing the Project.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

- 1.35 HHSC and the Grantee may formally document requests for decisions and/or information, and the subsequent response to those requests, using controlled correspondence, unless an alternate communication procedure is documented in the WIC policy and procedures. To be effective, each controlled correspondence document must be signed by both HHSC contract manager (or designee) and the Grantee contract manager (or designee) identified in the Contract. An electronic signature is acceptable. Controlled correspondence documents will be maintained by both HHSC and Grantee in on-going logs and must become part of the normal status reporting process.
- 1.36 Notify System Agency in writing at least ninety (90) calendar days before the intended effective date of any change in legal entity status, such as ownership or control, name change, legal status with the Texas Secretary of State, or State Comptroller's Texas Identification Number. This will be documented and tracked using controlled correspondence with the HHSC contract manager per Section 1.35.
- 1.37 Notify System Agency in writing within ten (10) calendar days of any change in administrator or director; and within seven (7) business days of any change in the contact telephone number designated in the Contract. This will be documented and tracked using controlled correspondence with the HHSC contract manager per Section 1.35.



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- 1.38 Notify their assigned contract manager in writing within one (1) business day when Grantee has knowledge or any reason to believe that they or their agent, employee, subcontractor or volunteer that is working in a financial role under this Contract has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program crime.
- 1.39 Notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within five (5) business days of the date of becoming aware of such.
- 1.40 Ensure compliance with insurance coverage as written in the Contract's Terms and Conditions and in this Attachment A, to include:
  - A. Insurance for governmental entities shall align to Texas Government Code Chapter 2259, as it relates to self-insurance.
  - B. Grantee shall secure professional liability insurance on an occurrence basis with a limit of not less than \$1 million per occurrence or wrongful act and \$1 million yearly aggregate for qualified professional services provided under this Contract. Policy shall be endorsed with a waiver of subrogation in favor of System Agency. This insurance shall not be canceled, materially changed, or nonrenewed except after thirty (30) days written notice has been given to System Agency. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company or similar rating company or otherwise acceptable to System Agency.
  - C. Additionally, unless employed by System Agency, Grantee or their agent, employee, subcontractor or volunteer will not be allowed to operate System Agency vehicles. Grantee or their agent, employee, subcontractor or volunteer may operate their own vehicles in performance of their duties provided they present proof of personal auto insurance and a valid driver's license. It is understood that Grantees or their agents, employees, subcontractors or volunteers are required to carry their own auto insurance at all times. Grantee and all their agents, employees, subcontractors or volunteers shall hold System Agency harmless from any liability resulting from operation of personal vehicles.
- 1.41 Ensure adequate hardware, software and ongoing information technology (IT) support necessary to maintain the Grantee's operations and activities.

## **II. DELIVERABLES**

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- 2.1 Grantee must develop an annual Nutrition Education and Breastfeeding Plan, including an Outreach and Retention Plan, in accordance with HHS WIC Program Policy and Procedures Manual and initially submit to the System Agency in the format designated by System Agency for review and approval. Grantee must incorporate System Agency requested revisions, as applicable, by the date agreed upon by the System Agency and Grantee. The System Agency shall have the option to withhold reimbursement and/or implement other contractual remedies if the required revisions to the Nutrition Education and Breastfeeding Plan are not submitted by the final due date designated by the System Agency.
- 2.2 Grantee must submit a complete and accurate Financial Status Report (FSR) as a final close-out FSR in the format designated by System Agency no later than sixty (60) calendar days following the end of the corresponding fiscal year in accordance with HHS WIC Program Policy and Procedures Manual. The System Agency shall have the option to withhold reimbursement and/or implement other contractual remedies if the final FSR is not submitted by November 29, or the date agreed upon by the System Agency and Grantee.

### **III. PERFORMANCE MEASURES**

The System Agency will monitor the Grantee's performance of the requirements in this Attachment A and compliance with the Contract's terms and conditions. System Agency will email the Grantee a notification when performance measure is not met and request an action plan on how the Grantee will meet the performance measure for the next quarter. The action plan must be reviewed and accepted by the System Agency.

The following performance measures will be used to assess, in part, Grantee's effectiveness in providing the services described in the Contract, without waiving the enforceability of any of the other terms of the Contract.

- 3.1 Grantee must:
  - A. Ensure an average of less than 5% of families who participate in the WIC Program as food benefit recipients will refuse nutrition education classes at the time of food benefit issuance, per quarter. The System Agency will access and analyze performance measure data. The families nutrition education refusal percentage is the number of families refusing nutrition education divided by the number of families eligible to receive nutrition education.
  - B. Ensure an average of 20% of all pregnant women who enter the WIC Program shall be certified as eligible during the period of the first trimester of their pregnancy, per quarter. The System Agency will access and analyze performance measure data. The certified first trimester percentage is the number of pregnant women certified in the first trimester divided by the total number of pregnant women certified.

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- C. Ensure an average of 80% of clients enrolled in the WIC Program, excluding dual participants, transfer locked and/or migrant clients, shall participate as food benefit recipients each month (breastfeeding infants are also included in the client count), per quarter. The System Agency will access and analyze performance measure data. The active participant percentage is the number of participating clients issued benefits where monthly participation status reason is 'Active' excluding dual participants, transfer locked and migrants, divided by the number of eligible participants (enrolled) excluding dual participants, transfer locked and migrants; and
- D. Ensure an average customer satisfaction percentage of no more than 10% below the statewide average, per quarter. The System Agency will access and analyze performance measure data. The statewide customer satisfaction percentage is an aggregate of all Grantee customer service satisfaction scores. Ten percent of the statewide average is subtracted from the total statewide average giving the Grantee the minimal acceptable customer satisfaction score. The System Agency may use additional customer satisfaction comparisons to continually improve the service in Texas.

### **IV. INVOICE AND PAYMENT**

- 4.1 System Agency will send Grantee an annual funding letter ("Notice of Award") setting the award amount for the corresponding fiscal year. Annual and funding adjustment Notices of Award will be incorporated into this Contract by reference.
- 4.2 Grantee will request monthly reimbursements by e-mail to HHSC WIC Program Services Unit at [WICInvoices@hhs.texas.gov](mailto:WICInvoices@hhs.texas.gov) by the last business day of the following month.
- 4.3 Grantee will submit a separate invoice for reimbursement of actual allowable costs associated with each project as indicated on the Notice of Award funding letter.
  - A. Grantee will indicate separately on the face of the invoice, the costs associated with administration, nutrition education, and breastfeeding, and/or in the format designated by System Agency.
  - B. Grantee awarded SNAP-Ed Program funding will indicate separately on the face of the invoice the expense by cost categories as instructed when awarded the SNAP-Ed funding.
- 4.4 Grantee will submit FSR quarterly reports by e-mail for each project as indicated on the Notice of Award funding letter to HHS WIC Program Services Unit at [WICInvoices@hhs.texas.gov](mailto:WICInvoices@hhs.texas.gov) by the last business day of the month following the end of each quarter of the Contract term for review and financial assessment.

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- 4.5 Grantee will be paid in accordance with the terms of this Contract.
- 4.6 All payments made by System Agency to Grantee under this Contract will be reimbursements subject to the following requirements, conditions and stipulations:
- A. All categories of costs billed to System Agency and allocation of such costs, shall be in accordance with the Plan to Allocate Direct Costs (PADC) submitted by Grantee and accepted by the System Agency. This document is incorporated in the Contract by reference.
  - B. System Agency will reimburse Grantee up to the earned allowable amount for administrative costs necessary to fulfill program objectives such as determining eligibility, providing appropriate nutrition education and counseling, providing breastfeeding promotion and support, issuing benefits via the WIC EBT cards, making participant referrals, vendor evaluation, outreach, and start-up costs.
  - C. Administrative funding is based on the Grantee's participant rate and/or a base rate as established by System Agency.
  - D. Grantee will be allowed the option of receiving cash advances in accordance with current System Agency's WIC program policy and procedures.
  - E. Grantee must liquidate all encumbrances and invoice for all costs associated with the FFY within sixty (60) calendar days of the last day of the FFY.
  - F. Grantee shall utilize not less than 19% of total expenditures directly related to nutrition education and counseling. Nutrition education and counseling expenditures shall be supported by documentation of participant attendance within the WIC Program.
  - G. System Agency will provide annually to Grantee an amount of funds that shall be spent for breastfeeding promotion. The allocation of breastfeeding funds to Grantee will be based on Grantee's proportional share of the statewide combined total of pregnant and breastfeeding participants as reported on the System Agency MIS known as the Texas Integrated Network (TXIN).
  - H. System Agency reserves the right to withhold payment or implement other contractual remedies when evidence exists that nutrition education and/or breastfeeding promotion is not being provided or not adequate, or Grantee is not complying with the provisions of USDA and/or System Agency directives.
  - I. System Agency may provide extended hours funding to Grantee for participants who are provided WIC services outside the normal traditional hours to the extent that federal funding is available.

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- J. To the extent that one time federal funding is available, System Agency may allocate additional funding to Grantee to be used exclusively for one time staff merits. Grantee will maintain authority for the distribution of merit funds and request reimbursement for spent funds consistent with the award letter requirements. Grantee must utilize the additional funding following the specified System Agency methodology.
- 4.7 Grantee will submit a reimbursement or payment request as a final close-out invoice not later than sixty (60) calendar days following the end of the corresponding fiscal year. Reimbursement or payment requests received after the deadline may not be paid.