

**HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. 2017-049738-001  
AMENDMENT NO. 3**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“**HHSC**” or “**System Agency**”) and **CITY OF SAN MARCOS** (“**Grantee**” or “**Subrecipient**”), 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. 2017-049738-001 (“**Contract**”), as amended, now desire to further amend the Contract.

**RECITALS**

**WHEREAS**, System Agency has elected to extend the Contract through Fiscal Year (“**FY**”) 2020 (October 1, 2019 through September 30, 2020) in accordance with Section III of the Contract.

**WHEREAS**, the Parties desire to revise the Budget to add funds for FY 2019 (October 1, 2018 through September 30, 2019) and FY 2020;

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

**WHEREAS**, these revisions will result in an addition of **ONE MILLION SEVEN HUNDRED THIRTY-NINE THOUSAND EIGHTY-FOUR DOLLARS (\$1,739,084.00)** in federal grant funds.

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

1. The Parties agree that all references in the Contract to “Grantee” are hereby changed to “Subrecipient”.
2. **SECTION III** of the Contract Signature Document, **DURATION**, is hereby amended to reflect a new termination date of September 30, 2020.
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 **SIX MILLION EIGHT HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED THIRTY-SIX DOLLARS (\$6,868,236.00)**, of which **\$1,726,318.00** is allocated to FY 2017 (October 1, 2016 through September 30, 2017), **\$1,713,818.00** is allocated to FY 2018 (October 1, 2017 through September 30, 2018), **\$1,708,451.00** is allocated to FY 2019 (October 1, 2018 through September 30, 2019), and **\$1,719,649.00** is allocated to FY 2020 (October 1, 2019 through September 30, 2020). All expenditures under the Contract will be in accordance with **Attachment A, Statement of Work**.

4. **SECTION I(D)** of ATTACHMENT A, **STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:

- D. Determine eligibility of applicants through assessment of their categorical eligibility, household or adjunctive income, identification, residency, nutritional status, and provide nutrition education and counseling to eligible participants.
5. **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 in accordance with Subrecipient's outreach plan.
6. **SECTION I(L)** of ATTACHMENT A, STATEMENT OF WORK, is deleted and replaced in its entirety with the following:
- L. 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 participating vendors; maintain complete accountability and security of all WIC EBT cards received from System Agency. Subrecipient shall be held financially responsible for all unaccounted WIC EBT cards and/or for the redeemed value of those issued to ineligible participants.
7. **SECTION I(M)** of ATTACHMENT A, STATEMENT OF WORK, is deleted and replaced in its entirety with the following:
- M. Subrecipient will configure all desktop, laptops, and tablets purchased with WIC funds for access to the Texas Integrated Network ("TXIN") Management Information System ("MIS") at all Subrecipient WIC clinics and administrative offices. Subrecipient will notify System Agency not less than forty-five (45) days prior to a relocation or a deployment of a new site to arrange for internet connectivity at the site. Subrecipient is responsible for all desktop, laptop, 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. Subrecipient is required to immediately address, or facilitate internal access to all its clinics, including remote access to clinic workstations, to the System Agency or its agency to facilitate the resolution of any issues restricting valid food benefit issuance to eligible WIC participants, including allowing the System Agency to make configuration changes to WIC computers. Subrecipient 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(P)** of ATTACHMENT A, STATEMENT OF WORK, is deleted and replaced in its entirety with the following:
- P. Offer services during extended hours of operation outside the traditional times of 8:00 a.m. to 5:00 p.m., Monday through Friday.
10. **SECTION I(X)** of ATTACHMENT A, STATEMENT OF WORK, is amended by deleting it in its

entirety and replacing it with the following:

- X. If selected by the System Agency, Implement or expand the Improving Participant Experience (IPE) initiative. The IPE initiative will enable Subrecipient to enhance their clinic to promote a welcoming, child-friendly environment and any improvements to counseling spaces should promote knee-to-knee conversations, thus improving the participant's clinic experience.
  - 1. Subrecipient shall submit proposed initiatives and required reports in a frequency and format designated by System Agency for review and approval.
  - 2. Subrecipient shall appoint a project coordinator to oversee the implementation and evaluation of each initiative.
  - 3. Subrecipient shall participate in activities as requested by System Agency, including but not limited to, writing news articles, submitting mid-year and end of year reports and participating in sharing sessions.

11. **SECTION I(Z)** of ATTACHMENT A, STATEMENT OF WORK, is deleted and replaced in its entirety with the following:

- Z. Subrecipient shall resolve all possible dual participation records anytime the "duplicate detection" grid appears in the MIS. System Agency reserves the right to withhold payment if Subrecipient fails to accurately resolve all possible dual participation records within thirty (30) days of the appearance of the duplicate detection grid.

12. **SECTION I(BB)** of ATTACHMENT A, STATEMENT OF WORK, is amended by deleting it in its entirety and replacing it with the following:

- BB. The Summer Electronic Benefit Transfer for Children (SEBTC) project provides nourishing foods to eligible school-age children in selected schools during the summer months.
  - 1. If selected by System Agency, Subrecipient will use SEBTC funds to provide the following:
    - a. Implement SEBTC project according to System Agency-approved plan.
    - b. Designate a SEBTC lead responsible for overseeing training, implementation, and evaluation of project activities.
    - c. Provide customer support services for SEBTC card recipients during the benefit period.
    - d. Submit requested updates and/or reports in a frequency and format designated by System Agency for review and approval.

13. **SECTION I** of ATTACHMENT A, STATEMENT OF WORK, is amended by adding the following:

CC. Implement the Obesity Prevention project.

1. Subrecipient shall submit proposed initiatives for review and approval.
2. If selected by System Agency, Subrecipient shall:
  - a. Appoint a project coordinator to oversee the implementation and evaluation of each initiative.
  - b. Participate in activities as requested by System Agency, including but not limited to, writing news articles, and participating in sharing sessions.
  - c. Follow the System Agency guidance related to allowable WIC costs for approved Obesity Prevention projects.
  - d. Submit all requested reports in a frequency and format designated by System Agency for review and approval.

14. **SECTION II(A)** of ATTACHMENT A, STATEMENT OF WORK, is deleted and replaced in its entirety with the following:

A. Subrecipient shall ensure:

1. An average of 95% of families each quarter who participate in WIC Program by receiving food benefits shall 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 during the period of the first or second trimester of their pregnancy;
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.

Subrecipient shall submit reports, if requested, in a frequency and format designated by System Agency for review and approval.

15. **SECTION III(D)(6)** of ATTACHMENT A, STATEMENT OF WORK, is deleted and replaced in its entirety with the following:

6. Surplus encumbered by September 30 shall be billed and vouchers received by System Agency no later than 60 calendar days following the Contract term.

16. The Parties agree to revise the supplemental condition for **Section 2.02, Final Billing Submission** in ATTACHMENT D, SUPPLEMENTAL AND SPECIAL CONDITIONS by deleting it in its entirety and replacing it with the following:

Unless otherwise provided by the System Agency, Subrecipient shall submit a reimbursement or payment request as a final close-out invoice not later than sixty (60) calendar days following the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than sixty (60) calendar days following the termination of the Contract may not be paid.

17. The Parties agree to revise the supplemental condition for **Section 2.03, Financial Status Reports (FSRs)** in ATTACHMENT D, SUPPLEMENTAL AND SPECIAL CONDITIONS by deleting it in its entirety and replacing it with the following:

Except as otherwise provided in these Uniform Terms and Conditions or in the terms of any Attachment(s) that is incorporated into the Contract, Subrecipient 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. Subrecipient shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable Fiscal Year.

18. **Article IX Miscellaneous Provisions of the Health and Human Services Commission Uniform Terms and Conditions – Grant, Version 2.13**, previously referenced **Section 9.22 Equipment and Supplies**, is deleted and replaced with the following:

a. **Grant Purchased Equipment.**

Equipment means tangible personal property having a useful lifetime of more than one year and a per-unit acquisition cost that exceeds the lesser of the capitalization level established by the of \$5,000 or more. Subrecipient shall inventory all equipment, and report the inventory on the DSHS GC-11 Contractor's Property Inventory Report form.

1. Tangible personal property includes controlled assets, including firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000, which includes 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 are also considered Supplies.
2. Prior approval by System Agency of the purchase of Controlled Assets is not required unless stipulated by WIC program policy, but such purchases must be reported on the DSHS GC-11 Contractor's Property Inventory Report form as detailed in this section.

b. **Supplies.**

1. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

c. **Property Inventory and Protection of Assets.**

1. Subrecipient shall inventory of equipment supplies defined as controlled assets, and property described in this Section annually and maintain a cumulative report of the equipment and other property on DSHS GC-11 Contractor's Property Inventory Report form.
2. Subrecipient is responsible for maintenance and accuracy of this inventory and it shall be available for review upon System Agency request. The DSHS GC-11 Contractor's Property Inventory Report form is located at: <http://www.dshs.state.tx.us/contracts/forms.shtm>.
3. Subrecipient shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness.
4. If Subrecipient is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Subrecipient shall use the proceeds to repair or replace those assets.

d. **Assets as Collateral Prohibited.**

Subrecipients on a cost reimbursement payment method shall not encumber equipment purchased with System Agency funds without prior written approval from the System Agency.

e. **Disposition of Property.**

1. Subrecipient shall follow the procedures in the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with System Agency funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than \$5,000.
2. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than \$5,000) will be controlled by the requirements of UGMS.
3. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than \$5,000, Subrecipient shall request disposition approval and instructions in writing from the contract manager assigned to this Contract.
4. After an item reaches the end of its useful life, Subrecipient shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

f. **Closeout of Equipment.**

At the end of the term of a Contract that has no additional renewals or that will not

be renewed (Closeout), or when a Contract is otherwise terminated, Subrecipient shall submit to the contract manager assigned to this Contract, an inventory of equipment purchased with grant funds and request disposition instructions for such equipment.

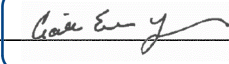
All equipment purchased with grant funds must be secured by Subrecipient at the time of Closeout, or termination of this Contract, and must be disposed of according to System Agency's disposition instructions, which may include return of the equipment to System Agency or transfer of possession to another System Agency contractor, at Subrecipient's expense.

19. This Amendment No. 3 shall be effective as of July 1, 2019 or upon the date this Amendment is signed by both Parties, whichever occurs later.
20. 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.
21. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

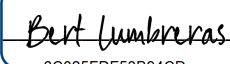
**SIGNATURE PAGE FOR AMENDMENT NO. 3  
HHSC CONTRACT NO. 2017-049738-001**

**HEALTH AND HUMAN SERVICES  
COMMISSION**

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Cecile Young

Chief Deputy Executive Commissioner

**CITY OF SAN MARCOS**

DocuSigned by:  
  
6C025FDF53B94CD...  
By: Bert Lumbreras  
Name: Bert Lumbreras

Title: City Manager

Date of Execution: August 12, 2019

Date of Execution: August 12, 2019

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

**ATTACHMENT A-1 FFATA**