

Immunization
2008

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2008-023789 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$431,970.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 09/01/2007 and ends on 08/31/2008. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2008-023789-001 IMMUNIZATION BRANCH - LOCALS
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY

Address: 100 N CLOSNER BLVD HIDALGO COUNTY COURTHOUSE
EDINBURG, TX 78539-3563

Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY HEALTH DEPARTMENT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

CONTRACT NO. 2008-023789-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000331441

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: IMMUNIZATION BRANCH - LOCALS

TERM: 09/01/2007

THRU: 08/31/2008

SECTION I. STATEMENT OF WORK:

Contractor shall implement an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (up to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization delivery, and establish uniform policies.

Contractor shall be enrolled as a provider in the Texas Vaccines for Children Program (TVFC) and adhere to the TVFC Operations Manual (and associated policy guidelines provided by DSHS).

Contractor shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1 - 97.6 and §§97.101 - 97.102.

Contractor shall report all vaccine adverse event occurrences in accordance with the National Childhood Vaccine Injury Act of 1986.

Contractor shall inform and educate the public about vaccines and vaccine-preventable diseases.

Contractor shall consult DSHS Immunization Branch Public Information, Education and Training Group prior to developing educational, promotional, or incentive materials including, but not limited to brochures, posters, television and radio ads, outdoor advertising, bus ads, banners, campaign or branding logos related to immunizations, ImmTrac, TVFC or associated programs. Contractor shall not develop educational materials that duplicate materials already developed by DSHS. Contractor shall not modify DSHS-supplied forms and publications. Educational materials developed under this contract must be approved by DSHS prior to development, production or printing.

Contractor shall develop policies and plans that support individual and community-based immunization strategies and evaluate the effectiveness, accessibility, and quality of personal and population-based immunization services and program activities.

Contractor shall work to promote a health care workforce that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the TVFC program, including guidelines for proper storage and handling of vaccines and for safeguarding vaccine in the event of natural disaster.

Contractor shall implement DSHS's new vaccine management system, the Pharmacy Inventory Control System (PICS), as the system becomes available throughout the state in Fiscal Year 2008. Implementation will include using PICS in Contractor clinics, promoting the use of the system in non-health department TVFC provider offices, and performing updates to the system on behalf of TVFC provider offices that submit monthly doses administered and vaccine accounting reports in hardcopy.

Contractor shall maintain an accurate, up-to-date list of clinics and sites where public sector (free or low cost) immunization services are offered in the jurisdiction served by the Contractor.

Contractor shall not charge a fee for vaccines supplied through the TVFC program. All TVFC-supplied vaccines shall be used solely for purposes of this Program Attachment and shall not be sold.

In accordance with 25 TAC §1.91, Contractor shall not collect vaccine administration fees from Medicaid and Children's Health Insurance Program (CHIP) recipients. Vaccine administration fees collected from non-Medicaid patients shall not exceed those established in Section Two, Part Four of the TVFC Operations Manual. Fee schedules shall not be based on vaccine type, formulation, or dose in series.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

All equipment and vaccine used by Contractor which are provided by DSHS shall be accounted for as public property. The DSHS Program will investigate equipment or vaccine loss, destruction, spoilage, or other waste and may require (at its discretion) Contractor to replace or reimburse the DSHS Program. This provision does not waive any other remedies legally available to DSHS regarding contract breaches.

Contractor shall provide to the DSHS Program periodic electronic data transfers of all vaccines administered in a format that is compatible for inclusion in the statewide immunization registry, ImmTrac, and in accordance with the schedule provided by DSHS.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §12.032, §§81.023 and 161.001-161.009, VTCA;
- 25 TAC Chapter 97;
- 25 TAC, Chapter 96;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25; and
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to (the following documents incorporated by reference and made a part of this Program Attachment):

- DSHS's Standards for Public Health Clinic Services, revised August 31, 2004, <http://www.dshs.state.tx.us/qmb/default.shtm#public>;
- DSHS's Vaccine-Preventable Disease Surveillance guidelines, http://www.dshs.state.tx.us/immunize/vpd_main.shtm;
- DSHS's TVFC Operations Manual, http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm;
- Centers for Disease Control and Prevention's Advisory Committee on Immunization Practices (ACIP) guidelines, including the statement: "Immunization of Health-Care Workers", <http://www.cdc.gov/nip/ACIP/default.htm>; and,
- Standards for Child and Adolescent Immunization Practices, October 2, 2003, recommended by the National Vaccine Advisory Committee, approved by the United States Public Health Service, and endorsed by the American Academy of Pediatrics, <http://www.cdc.gov/nip/publications/pink/appendices/H/standards-pediatric.pdf>.

Contractor shall be responsible for conducting outreach to children 19 through 35 months of age in the Contractor's service area who are included on the list that will be distributed at the start of each tri-annual reporting period (September 1, 2007, January 1, 2008, and May 1, 2008).

Contractor shall comply with all requirements in the attached Exhibit A.

Contractor shall:

- Utilize a variety of methods to identify and contact the families of children for whom consent has been granted to be included in ImmTrac, but who do not have complete immunization records in the registry;
- Provide information to clients, families, and providers on the purpose of ImmTrac and the importance of maintaining complete immunization histories in the registry;
- Enter records of newly identified vaccinations into ImmTrac;
- Maintain documentation of all contacts and education provided;

- Present ImmTrac information to providers, schools, and other community groups;
- Present Pharmacy Inventory Control System (PICS) information to providers; and
- Provide technical assistance to providers as requested by providers when PICS is implemented within the Contractor's service area.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the Contract:

Contractor shall submit the monthly reports of doses administered and the monthly biological order form in a format provided by DSHS and in accordance with the instructions provided to Contractor by DSHS.

Contractor shall implement an immunization reminder and recall system to notify parents or guardians of children less than 36 months of age when immunizations are due or past due. The notifications may be automated or manual and may consist of mail or telephone contacts.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) methodology to conduct quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. Assessment shall be done using the DSHS Immunization Quality Assurance Site Visit tool and the Comprehensive Clinic Assessment Software Application (Co-CASA), as specified by the DSHS Program. Contractor shall submit assessment results to the appropriate DSHS Regional Immunization Program manager within two (2) weeks after completion.

Contractor shall recruit and enroll providers into the Texas Vaccines for Children (TVFC) program and recruit and register providers to use the statewide registry (ImmTrac) to look up child records at every visit, and also to report immunizations administered as required by law.

Contractor shall address the following Objectives, as detailed in the final approved work plan:

1. Develop a comprehensive plan to assure that immunization services and ACIP-recommended vaccines are available to medically underserved and/or under-immunized children and adults living in areas where coverage is low ("pockets of need");
2. Work with local WIC programs for assessment of children's immunization status and referral of under-vaccinated WIC enrollees for vaccination at their

- medical home;
3. Establish collaborations with a variety of community-based organizations and human service agencies (internal and external to your Local Health Department [LHD]) to promote best practices, specific activities, and special projects to increase vaccination coverage levels for children 0 through 35 months;
 4. Ensure that expired, wasted, and unaccounted for vaccines do not exceed 5% for DTaP, Hib, hepatitis B, IPV, MMR, PCV7, varicella, hepatitis A, and combination vaccines in LHD clinics;
 5. Effectively utilize ImmTrac in LHD clinics;
 6. Increase the number of registered provider sites actively reporting immunizations to ImmTrac;
 7. Promote the effective use of ImmTrac by private providers;
 8. Increase the number of children less than six (6) years of age who participate in ImmTrac;
 9. Ensure that ImmTrac data are complete, current, and accurate;
 10. Increase TVFC provider enrollment;
 11. Actively educate public and private providers on vaccine recommendations, the *Standards for Child and Adolescent Immunization Practices* and the *Standards for Adult Immunization Practices*, reporting of vaccine-preventable diseases, recordkeeping, the use of Vaccine Information Statements (VIS), the TVFC program, and the ImmTrac registry;
 12. Complete 100% of quality assurance follow-up visits assigned by DSHS Austin or Health Service Region Staff;
 13. Provide immunization services and ACIP-recommended vaccines as described in this contract;
 14. Promote adult immunization among adults in the general population and among health care workers;
 15. Conduct educational, promotional, and outreach activities for the general public to enhance immunization awareness;
 16. Investigate and document at least 90% of reportable suspected vaccine-preventable disease cases within thirty (30) days of notification in accordance with DSHS's Vaccine-Preventable Disease (VPD) Surveillance Guidelines;
 17. Implement a comprehensive Perinatal Hepatitis B program that accomplishes the following:
 - a. Increase by at least 5% the number of hepatitis B surface antigen-positive (HBsAg+) pregnant women identified;
 - b. Increase by at least 5% the number of infants born to HBsAg+ pregnant women that are identified;
 - c. Increase by at least 5% the number of these infants that receive one (1) dose of hepatitis B vaccine and HBIG within twelve (12) hours of birth and no later than seven (7) days after birth;
 - d. Increase by at least 5% the number of these infants that complete the hepatitis B vaccine series and receive post-vaccination serologic testing; and,
 - e. Increase by at least 5% the number of susceptible household and

sexual contacts of HBsAg+ pregnant women that complete the hepatitis B vaccine series.

18. Assure that rubella susceptible women identified in the Contractor's public health clinics are offered MMR;
19. Complete 100% of child-care facility and Head Start assessments assigned by DSHS; and,
20. Complete 100% of public and private school assessments and retrospective and validation surveys assigned by DSHS.

Contractor is required to complete and submit the following tri-annual reports utilizing a format provided by the DSHS Program:

Report Type	Reporting Period	Report Due Date
Programmatic	9/1/07 – 12/31/07	1/30/08
Programmatic	1/1/08 – 4/30/08	5/30/08
Programmatic/Final	5/1/08 – 8/31/08	10/15/08

Tri-annual reports should be submitted electronically to the appropriate DSHS Regional Immunization Program Manager identified on the reporting form.

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

SECTION III. SOLICITATION DOCUMENT:

N/A

SECTION IV. RENEWALS:

N/A

SECTION V. PAYMENT METHOD:

Cost reimbursement.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
PO BOX 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. SPECIAL PROVISIONS:

General Provision, **FUNDING Article, Use of Funds Section**, is revised to include:

Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

Travel expenses shall be reimbursed according to Contractor's written travel policy, as approved by DSHS. If no written travel policy was submitted, travel expenses shall be reimbursed according to current state travel regulations. In no case shall reimbursement exceed the reimbursement for hotel, per diem and mileage allowed under the current Appropriations Act.

For immunization activities performed under this Program Attachment, General Provisions, **GENERAL BUSINESS OPERATIONS of CONTRACTOR Article, Overtime Compensation Section**, is replaced with the following paragraphs:

Contractor is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.

Contractor is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.

Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.

SECTION VIII. BUDGET:

SOURCE OF FUNDS: CFDA # 93.268 and STATE

2008-023789-001

Categorical Budget:

PERSONNEL	\$339,665.00
FRINGE BENEFITS	\$92,305.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$0.00
CONTRACTUAL	\$0.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$431,970.00
INDIRECT CHARGES	\$0.00
TOTAL	\$431,970.00
DSHS SHARE	\$431,970.00
CONTRACTOR SHARE	\$125,153.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$431,970.00

Financial status reports are due: 12/28/2007, 03/28/2008, 06/30/2008, 10/31/2008

**CONTRACT NO. 2008-023789-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000331441**

EXHIBIT A

**STRATEGIES TO INCREASE VACCINE COVERAGE LEVELS
IMPLEMENTATION PLAN**

Contractor shall implement all final, approved work plans, including the approved 2007 Annual Plan and the Strategy Implementation Plan(s) (final approved versions of SIP plans as sent to you by DSHS on October 17, 2006).



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2008-023789

Application or Contract Number

HIDALGO COUNTY HEALTH
DEPARTMENT

Organization Name