

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2009-028609 (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 AND HUMAN SERVICES 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 \$453,568.00, 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 09/01/2008 and ends on 08/31/2009. 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:

2009-028609-001 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 AND HUMAN SERVICES 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. -2009-028609-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000341350

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES
DEPARTMENT

DSHS PROGRAM: IMMUNIZATION BRANCH - LOCALS

TERM: 09/01/2008 THRU: 08/31/2009

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 capacity, and establish uniform operating policies, as described herein.

Contractor shall plan and implement community-based activities to accomplish the required tasks as specified in the final, approved work plan (Exhibit A) and according to guidelines specified in the *DSHS Immunization Contractors Guide for Local Health Departments* (located at <http://www.dshs.state.tx.us/immunize/providers.shtm#resources>).

Contractor shall be enrolled as a provider in the Texas Vaccines for Children Program (TVFC) by the effective date of this program attachment, and must adhere to the TVFC Operations Manual and associated TVFC policy guidelines provided by DSHS (located at http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm). 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 report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at <http://vaers.hhs.gov/default.htm>).

Contractor shall inform and educate the public about vaccines and vaccine-preventable diseases, as described in the DSHS Immunization Local Health Department (LHD) Contractor's Guide.

Contractor shall work to promote a health care workforce within the Local Health Department's service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

- Contractor shall implement DSHS's new vaccine management system, the Pharmacy Inventory Control System (PICS), as the system becomes available throughout the state. Implementation will include using PICS in Contractor's 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. Contractors shall notify providers of changes to PICS , and present updates and training on PICS to providers, as requested by DSHS , when PICS is implemented within the Contractor's service area.

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 used by Contractor which is provided by DSHS shall be accounted for as public property. The DSHS Program will investigate equipment loss, destruction, 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 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 DSHS's Standards for Public Health Clinic Services, revised August 31, 2004 (located at <http://www.dshs.state.tx.us/qmb/default.shtm#public>).

Contractor shall be responsible for conducting outreach regarding vaccinations for children 19 through 35 months of age in the Contractor's jurisdiction, who are included on the list that will be distributed to Contractor by DSHS at the start of each tri-annual reporting period (September 1, 2008, January 1, 2009, and May 1, 2009).

Contractor shall complete all required activities listed in the final, approved work plan, at attached Exhibit A.

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:

- LHDs shall investigate and document, in accordance with *DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines* (located at http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/vpd_guide.pdf) and *NBS Data Entry Guidelines*, 100% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.
- LHDs shall complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance site visits assigned by DSHS.
- LHDs shall contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.
- LHDs shall contact 100% or 400 per FTE (whichever is fewer) families of children who are not up-to-date on their immunizations according to the ImmTrac-generated list provided to the LHD by DSHS at the beginning of each reporting period.
- LHDs shall review 100% of monthly biological reports, vaccine order forms (when applicable), and temperature logs for accuracy to ensure the vaccine supply is within established maximum stock levels.
- LHDs shall complete 100% of child-care facility and Head Start center assessments, in accordance with the *Immunization Population Assessment Manual*, as assigned by DSHS.

- LHDs shall complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the *Immunization Population Assessment Manual*, as assigned by DSHS.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) methodology, found in the *Immunization Quality Assurance Tool Resource Manual*, (located at http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf) 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 provided by DSHS and the Comprehensive Clinic Assessment Software Application (Co-CASA), as specified by the DSHS Program. Contractor shall submit assessment results to the designated DSHS Regional Immunization Program manager within two (2) weeks after completion.

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 | 9/1/08 – 12/31/08 | 1/30/09 |
| Programmatic | 1/1/09 – 4/30/09 | 5/30/09 |
| Programmatic | 5/1/09 – 8/31/09 | 09/30/09 |

Tri-annual reports should be submitted electronically to immunizationcontracts@dshs.state.tx.us, the Contract Management Unit in Austin, Texas.

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:

NA

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to four (4) twelve month terms at DSHS's sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

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
1100 West 49th Street
P. O. 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 submitted and approved with Contractor's FY09 Application for Immunization Funds. If no written travel policy was submitted, or if the submitted policy is not approved by DSHS, travel expenses shall be reimbursed according to current state travel regulations located at <http://www.window.state.tx.us/comptrol/texastra.html>.

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

Categorical Budget:

| | |
|----------------------|--------------|
| PERSONNEL | \$353,791.00 |
| FRINGE BENEFITS | \$99,777.00 |
| TRAVEL | \$0.00 |
| EQUIPMENT | \$0.00 |
| SUPPLIES | \$0.00 |
| CONTRACTUAL | \$0.00 |
| OTHER | \$0.00 |
| TOTAL DIRECT CHARGES | \$453,568.00 |
| INDIRECT CHARGES | \$0.00 |
| TOTAL | \$453,568.00 |
| DSHS SHARE | \$453,568.00 |
| CONTRACTOR SHARE | \$112,767.00 |
| OTHER MATCH | \$0.00 |

Total reimbursements will not exceed \$453,568.00

Financial status reports are due: 12/30/2008, 03/30/2009, 06/30/2009, 10/30/2009



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, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "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

2009-028609

Application or Contract Number

HIDALGO COUNTY HEALTH AND
HUMAN SERVICES DEPARTMENT

Organization Name