

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2016-000022-01**



This 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 (Contractor), a Governmental, (collectively, the Parties) entity.

**1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

**2. Total Amount:** The total amount of this Contract is \$649,320.00.

**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 09/01/2015 and ends on 08/31/2016. DSHS has the option, in its sole discretion, to renew the Contract. 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:** As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

**6. Program Name:** IMM/LOCALS Immunization Branch-Locals

## 7. Statement of Work:

### SECTION I: STATEMENT OF WORK:

Contractor shall implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children three (3) years of age or younger (birth 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 be enrolled as a provider in the Texas Vaccines for Children (TVFC) and the Adult Safety (ASN) Programs by the effective date of this Program Attachment. This includes a signed Deputization Addendum Form (E6-102) and adherence 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](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 ASN and TVFC Programs, including guidelines for proper storage, handling, and safeguarding of vaccines in the event of natural disaster. Contractor shall comply with all requirements laid out in the final, approved Work Plan (Exhibit A).

- Contractor will use the current vaccine management system as described in the TVFC Operations Manual.
- Contractor shall notify ASN and TVFC providers of changes to vaccine storage and handling, vaccine management reporting, and present updates and training to providers, as requested by DSHS.
- Contractor shall plan and implement community-based activities and collaborations to accomplish the required tasks as specified in the final, approved Work Plan (Exhibit A).

Contractor shall report all notifiable 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/> or 1-800-822-7967).

Contractor shall inform and educate the public about vaccines and vaccine-preventable diseases, as described in the DSHS Immunization Contractors Guide for Local Health Departments (located at [http://www.dshs.state.tx.us/immunize/docs/contractor/E11-13985\\_FY2016\\_ContractorsGuide.pdf](http://www.dshs.state.tx.us/immunize/docs/contractor/E11-13985_FY2016_ContractorsGuide.pdf)).

Contractor shall conduct outreach and collaborative activities with American Indian tribes located within the boundaries of the contractor's jurisdiction.

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

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;
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B; and
- Senate Bill 346.

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 identification and case management to all surface antigen positive pregnant women and timely newborn post exposure prophylaxis (PEP) with hepatitis B vaccine and hepatitis B immune globin (HBIG) as well as timely completion of doses two and three of hepatitis B vaccine and completion of post-vaccination serology testing (PVST).

Contractor shall be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by the ImmTrac Group at DSHS. Lists are distributed through ImmTrac at the start of each quarterly reporting period (September 01, 2015; December 01, 2015; March 01, 2016; and June 01, 2016).

Contractor shall be responsible for conducting outreach to 17-year-olds included on the lists distributed to the Contractor by DSHS to explain the lifetime registry and obtain their consent as an adult to be included in ImmTrac. Lists are distributed on October 1, 2015; December 1, 2015; February 1, 2016; April 1, 2016; June 1, 2016; and August 1, 2016.

Contractor shall be responsible for conducting outreach to new ImmTrac providers who have logged into ImmTrac within 30 days of registering. Lists of these providers are distributed at the beginning of each month.

Contractor shall be responsible for conducting outreach to existing ImmTrac providers that have not logged in into ImmTrac in the last 90 days. Lists are distributed on September 1, 2015; November 1, 2015; January 1, 2016; March 1, 2016; May 1, 2016; and July 1, 2016.

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.

Contractor shall review monthly contract funding expenditures and salary savings from any contract-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this contract before the end of the contract term on August 31, 2016.

#### USE OF FUNDS

- Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.
- 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.
- All revenues directly generated by this Program Attachment or earned as a result of this Program Attachment during the term of this Program Attachment are considered program income; including income generated through Medicaid billings for immunization related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds. Program income shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a monthly basis. If expenditures are below what is projected in Contractor's total Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract.  
<http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

## 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:

- Investigate and document, in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines (located at <http://www.dshs.state.tx.us/idcu/investigation/conditions/>) and NBS Data Entry Guidelines, at least 90% of confirmed or probable reportable vaccine-preventable disease cases within thirty (30) days of initial report to public health.
- Complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance site visits assigned by DSHS.
- Ship overstocked vaccines and vaccines approaching expiration to alternate providers for immediate use

when instructed to do so by the DSHS Health Service Region (HSR) Immunization Program Manager to avoid vaccine waste. Contractor is responsible for covering the cost to ship overstocked vaccines and vaccines approaching expiration.

- Contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.
- Contact 3% or 250 children per FTE (whichever is more) who are not up-to-date on their immunizations according to the ImmTrac-generated client list provided to the contractor by DSHS at the beginning of each reporting period.
- Perform outreach and education activities targeting adolescents 14 to 18 years of age and their parents via health-care providers, health-care clinics, hospitals, and any other health-care facility providing health care to adolescents 14 to 18 years of age to satisfy Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095 requirements. Outreach and education activities must focus on the immunization registry and the option for an individual who is 18 years of age or older to consent to having their immunization records stored within the immunization registry. Additional outreach and educational activities may focus on high schools, colleges, and universities.
- Participate in at least one collaborative meeting concerning tribal health issues, concerns, or needs with American Indian tribal members during the contract term if American Indian tribes are in their jurisdiction.
- Report outreach done, and collaborative efforts made, with the American Indian tribes in the contractor's jurisdiction.
- Review 100% of monthly biological reports, vaccine orders (when applicable), and temperature recording forms for accuracy to ensure the vaccine supply is appropriately maintained and within established maximum stock levels. Review and approval for vaccines orders (when applicable) must be documented in the Electronic Vaccine Inventory system.
- Complete 100% of child-care facility and Head Start center assessments, in accordance with the Immunization Population Assessment Manual, as assigned by DSHS.
- 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.
- Report number of doses administered to underinsured children monthly, as directed by DSHS.
- Report the number of unduplicated underinsured clients served, as directed by DSHS.

Contractor shall utilize the Assessment, Feedback, Incentives, and eXchange (AFIX) on line tool and methodology, found in the Immunization Quality Assurance Tool Resource Manual, (located at [http://www.dshs.state.tx.us/immunize/docs/QA\\_site\\_visit.pdf](http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf)) to assess immunization practices and coverage rates for all sub-contracted entities and non-local health department clinics. Immunization provider coverage rates will be generated using the Comprehensive Clinic Assessment Software Application (CoCASA), as specified by DSHS.

Contractor shall utilize the Centers for Disease Control and Prevention (CDC) Provider education, Assessment, and Reporting (PEAR) system and directly enter data into PEAR to document TVFC quality assurance site-visits for all sub-contracted entities and non-local health department clinics. The

Contractor shall submit the final assessment results in the PEAR system within twenty-four (24) hours of conducting the visit.

Contractor shall utilize the CDC PEAR system and directly enter data into PEAR to document TVFC unannounced storage and handling visits conducted at TVFC provider offices. The Contractor shall submit the final unannounced storage and handling visit results in the PEAR system within twenty-four (24) hours of conducting the visit.

Contractor is required to complete and submit Immunization Inter-Local Agreement (ILA) Quarterly Report form, utilizing the format provided by the DSHS Program and available at <http://www.dshs.state.tx.us/immunize/providers.shtm>, by the report due date.

See programmatic Reporting Requirements section for required reports.

### SECTION III: SOLICITATION DOCUMENT:

Governmental Entity

### SECTION IV: RENEWALS:

There are no renewals.

### SECTION V: PAYMENT METHOD:

Cost Reimbursement

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

### SECTION V: 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. The Form B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. 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  
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](mailto:invoices@dshs.state.tx.us).

SOURCE OF FUNDS: STATE and CFDA# 93.268  
HCR Immunization and Vaccines for Children Program

## 8. Service Area

Hidalgo County

**This section intentionally left blank.**

**10. Procurement method:**

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00022

DCPS "GOLIVE" IMMUNIZATION LOCALS  
PROPOSAL

**11. Renewals:**

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2016

**12. Payment Method:**

Cost Reimbursement

**13. Source of Funds:**

93.268, 93.268, 93.268, 93.268, 93.268, 93.268, STATE

**14. DUNS Number:**

103110834

**15. Programmatic Reporting Requirements:**

<b>Report Name</b>	<b>Frequency</b>	<b>Period Begin</b>	<b>Period End</b>	<b>Due Date</b>
LHD ILA Quarterly Report	Quarterly	09/01/2015	11/30/2015	12/31/2015
LHD ILA Quarterly Report	Quarterly	12/01/2015	02/29/2016	03/31/2016
LHD ILA Quarterly Report	Quarterly	03/01/2016	05/31/2016	06/30/2016
LHD ILA Quarterly Report	Quarterly	06/01/2016	08/31/2016	09/30/2016
Financial Status Report	Quarterly	09/01/2015	11/30/2015	12/31/2015
Financial Status Report	Quarterly	12/01/2015	02/29/2016	03/31/2016
Financial Status Report	Quarterly	03/01/2016	05/31/2016	06/30/2016
Financial Status Report	Quarterly	06/01/2016	08/31/2016	10/15/2016

**Submission Instructions:**

LHD ILA Quarterly Reports shall be sent to [dshsimmunizationcontracts@dshs.state.tx.us](mailto:dshsimmunizationcontracts@dshs.state.tx.us).

Financial Status Reports shall be sent to [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us).

## **16. Special Provisions**

General Provisions, ARTICLE III SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts, as pre-approved in writing by DSHS. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, ARTICLE XIV. GENERAL TERMS, Section 14.12 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

**17. Documents Forming Contract.** The Contract consists of the following:

- a. Contract (this document)      2016-000022-01
- b. General Provisions              Subrecipient General Provisions
- c. Attachments                      Budget
- d. Declarations                      Certification Regarding Lobbying, Fiscal Federal Funding  
Accountability and Transparency Act (FFATA) Certification
- e. 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.

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

**19. 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  
Vendor Identification Number:      17460007176

**20. 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.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

**Department of State Health Services**

**Hidalgo County**

By:  
Signature of Authorized Official

By:  
Signature of Authorized Official

Date

Date

Name and Title  
1100 West 49th Street  
Address  
Austin, TX 78756-4204  
City, State, Zip

Name and Title  
Address  
City, State, Zip

Telephone Number

Telephone Number

E-mail Address

E-mail Address

### Budget Summary

Organization Name: Hidalgo County

Program ID: IMM/LOCALS

Contract Number: 2016-000022-01

#### Budget Categories

<b>Budget Categories</b>	<b>DSHS Funds Requested</b>	<b>Cash Match</b>	<b>In Kind Match Contributions</b>	<b>Category Total</b>
Personnel	\$456,770.00	\$0.00	\$0.00	\$456,770.00
Fringe Benefits	\$171,563.00	\$0.00	\$0.00	\$171,563.00
Travel	\$2,700.00	\$0.00	\$0.00	\$2,700.00
Equipment	\$10,210.00	\$0.00	\$0.00	\$10,210.00
Supplies	\$6,400.00	\$0.00	\$0.00	\$6,400.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,677.00	\$0.00	\$0.00	\$1,677.00
Total Direct Costs	\$649,320.00	\$0.00	\$0.00	\$649,320.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$649,320.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$649,320.00</b>

**CERTIFICATION REGARDING LOBBYING**

Organization Name: Hidalgo County

Contract Number: 2016-000022-01

**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.

Applicable

Non- Applicable

Signature of Authorized Individual

Ramon Garcia

Date:

07/24/2015

## 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.

Organization Name	Hidalgo County		
Address	1304 S 25th St	State	Texas
City	Edinburg	Zip Code (9 digit)	78539
Payee Name	Hidalgo County		
Address	Hidalgo County Treasurer 2810 S Business 281	State	TX
City	Edinburg	Zip Code (9 digit)	78539-6243
Vendor Identification No.	17460007176	MailCode	060
Payee DUNS No.	103110834		

1. Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year?

Yes       No

2. 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

3. 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

4. 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 Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.  
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name                    Ramon Garcia  
Email                    ramon.garcia@co.hidalgo.tx.us  
Telephone                (956) 318-2600

FFATA Contact Person #2

Name                    Ray Eufrazio  
Email                    ray.eufrazio@auditor.co.hidalgo.tx.us  
Telephone                (956) 318-2511

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature	Date
Ramon Garcia	07/24/2015