



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

The Honorable Richard F. Cortez, County Judge
Hidalgo County
1304 South 25th Ave.
Edinburg, Texas 78539

Subject: COVID-19 Vaccination Capacity Contract
Contract Number: HHS001019500022, Amendment No. 2
Contract Amount: \$8,816,255.00
Contract Term: May 10, 2021 through June 30, 2024

Dear Judge Cortez:

Enclosed is Amendment No. 2 to the COVID-19 vaccination capacity contract between the Department of State Health Services and Hidalgo County.

The purpose of this amendment is to increase COVID-19 vaccination capacity for the jurisdiction.

This amendment provides guidance on the purchase of incentives for COVID-19 activities.

Please let me know if you have any questions or need additional information.

Sincerely,

Holly Zoerner, CTCM
Contract Manager
512-776-3767
Holly.Zoerner@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT No. HHS001019500022
AMENDMENT No. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**”), a pass-through entity, and **HIDALGO COUNTY** (“**GRANTEE**”), collectively referred to herein as the "Parties," to that certain grant contract to provide funding for the COVID-19 Immunizations Grant Program, effective May 10, 2021, and denominated DSHS Contract No. HHS001019500022 (“the Contract”), now desire to further amend the Contract.

WHEREAS, DSHS desires to revise the Statement of Work to allow for the purchase of incentives for COVID-19 activities and establish requirements related to the distribution of such incentives; and

WHEREAS, DSHS desires to revise the Budget to redirect existing funds without increasing the Contract not-to-exceed amount of \$8,816,255.00.

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

1. **ATTACHMENTS A, STATEMENT OF WORK, and A-1, SUPPLEMENTAL STATEMENT OF WORK**, of the Contract are supplemented with the addition of **ATTACHMENT A-2, SECOND SUPPLEMENTAL STATEMENT OF WORK**.
2. **ATTACHMENTS B, BUDGET, and B-1, SUPPLEMENTAL BUDGET**, of the Contract are deleted in their entirety and replaced with **ATTACHMENT B-2, REVISED BUDGET**.
3. This Amendment No. 2 shall be effective upon the date of the last signature.
4. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
5. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 2
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001019500022**

SYSTEM AGENCY

GRANTEE

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date of Execution: _____

Date of Execution: _____

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

**ATTACHMENT A-2 – SECOND SUPPLEMENTAL STATEMENT OF WORK
ATTACHMENT B-2 – REVISED BUDGET**

ATTACHMENTS FOLLOW

ATTACHMENT A-2
SECOND SUPPLEMENTAL STATEMENT OF WORK

- A. Grantee’s funding allocation to increase COVID-19 vaccination capacity has been distinctly separated into two groupings. Specifically, Grantee’s responsibilities listed in the Contract’s Statement of Work, effective May 10, 2021, are referred to herein as items associated with “Round 3” funding. Grantee’s responsibilities listed in Amendment No. 1 of the Contract, within the Supplemental Statement of Work, effective September 14, 2021, are referred to herein as items associated with “Round 4” funding. Note, Grantee has not been provided, nor will it be provided, “Round 1” funding or “Round 2” funding under this Contract.

Grantee may use up to twenty-five percent (25%) of its Round 3 funding allocation or Round 4 funding allocation to incentivize COVID-19 vaccinations among qualified individuals. See Section C of this Attachment for minimum requirements for qualified individuals.

Grantee will not be able to utilize parts of both its Round 3 funding allocation and Round 4 funding allocation to incentivize COVID-19 vaccinations for qualified individuals. Rather, in those instances where both rounds of funding were awarded to the Grantee, the decision to distribute incentives for COVID-19 vaccinations to qualified individuals is a one-time election available to the Grantee.

- B. Grantee must submit an incentive plan (“Incentive Plan”) to DSHS’ Immunizations Unit for review and approval prior to Grantee’s purchase and distribution of incentives. Grantee shall email the Incentive Plan to DSHS’ Contract Management Section COVID-19 Immunizations at: CMS_COVIDImm@dshs.texas.gov.

The Incentive Plan must be in accordance with DSHS requirements for targeting COVID-19 populations, as approved by the Centers for Disease Control and Prevention (CDC), and as outlined in Section C of this Attachment. At a minimum, the Incentive Plan must contain ALL of the following elements:

1. Grantee’s selected incentive option;
2. Grantee’s justification for its chosen incentive option;
3. Explanation as to how the incentive option fulfills requirements in Grantee’s previously approved workplan;
4. Anticipated number of individuals who will be served based on the inclusion of Grantee’s incentive option;
5. Grantee’s total amount of requested incentives, represented by total number of pre-paid gift cards by denomination;
6. Grantee’s list of qualifications for issuing an incentive to an individual;
7. Grantee’s methodology for tracking its issuance of incentives;
8. Grantee’s measures for securing its incentives; and
9. Grantee’s description of how it will target COVID-19 vaccination incentive activities in its respective zip codes in accordance with Section C(1) of this Attachment.

- C. Grantee must ensure that any individual who receives an incentive meets the following minimum qualifications, as established by DSHS and approved by the CDC:

1. The individual is a member of one of the following populations, including
 - a. A zip code with a high CDC/ATSDR Social Vulnerability Index (SVI). The CDC has defined a high CDC/ATSDR SVI as measuring greater than or equal to 0.75. More information regarding the CDC/ATSDR SVI can be found at the following URL, <https://www.atsdr.cdc.gov/placeandhealth/svi/index.html>,
 - b. A resident in a zip code with decreased COVID-19 vaccination rates, defined by CDC as less than thirty-five percent (35%) of residents who are fully vaccinated, or
 - c. A resident in a zip code experiencing increased COVID-19 infection activity;
2. The individual must be eligible to receive either a first or second dose of COVID-19 vaccine based on DSHS/CDC guidance and the COVID-19 vaccine eligibility criteria on the date that the dose of COVID-19 vaccine is proposed to be administered. DSHS/CDC guidance and COVID-19 vaccine eligibility criteria can be found at the following URL, <https://www.dshs.state.tx.us/coronavirus/immunize/vaccination-providers.aspx>;
3. The individual must be administered either a first or second dose of the COVID-19 vaccine and possess proof of vaccination in the form of an official CDC-labeled COVID-19 vaccination card; and
4. The individual's required data must be entered into ImmTrac2 by Grantee after the individual has been successfully administered either a first or second dose of the COVID-19 vaccine.

D. Incentive payments must meet the requirements stated below.

1. No individual incentive may exceed one hundred dollars (\$100.00) in value. The Grantee must distribute incentives in any of the three following manners:
 - a. Fifty dollars (\$50.00) in value for first dose and fifty dollars (\$50.00) in value for second dose;
 - b. Zero dollars (\$0.00) for first dose and one hundred dollars (\$100.00) in value for second dose; or
 - c. One hundred dollars (\$100.00) in value for any single dose of the Johnson & Johnson vaccine.
2. Acceptable forms of payment include the following:
 - a. A fifty dollar (\$50.00) pre-paid gift card from Visa, Mastercard, or American Express, with no activation or service fee paid by the individual recipient; or
 - b. A one hundred dollar (\$100.00) pre-paid gift card from Visa, Mastercard, or American Express, with no activation or service fee paid by the individual recipient.

E. Grantee is responsible for securing its incentives, including following all security measures identified in its Incentive Plan, as approved by DSHS' Immunizations Unit.

F. Grantee must maintain a document that tracks its purchases and distributions of incentives ("DSHS Incentive Log"). DSHS will provide a DSHS Incentive Log template to Grantee within 10 business days of the Parties' executing this Amendment. Grantee shall report all incentive purchases to DSHS monthly using the DSHS Incentive Log and include supporting documentation with each invoice. DSHS, at its sole discretion, will request the submission of the DSHS Incentive log.

G. DSHS will monitor the issuance of incentives through a quality control and assurance process.

H. Grantee's funding may only be used for COVID-19 vaccinations. Nonetheless, Grantee may **not** provide retroactive incentives to individuals who are already fully vaccinated through a one-dose or two-dose series. Additionally, individuals who receive a third COVID-19 dose, booster or additional, are **not** eligible for incentives.

Remainder of page intentionally left blank

ATTACHMENT B-2
REVISED BUDGET

Budget Categories	Round 3 Funds by Budget Category	Round 4 Funds by Budget Category	Total Amount by Budget Category
Personnel	\$4,091,501.00	\$1,217,749.00	\$5,309,250.00
Fringe	\$1,859,724.00	\$574,534.00	\$2,434,258.00
Travel	\$9,776.00	\$10,000.00	\$19,776.00
Equipment	\$82,096.00	\$0.00	\$82,096.00
Supplies	\$222,441.00	\$40,747.00	\$263,188.00
Contractual	\$0.00	\$0.00	\$0.00
Other	\$506,185.00	\$201,502.00	\$707,687.00
Total Direct	\$6,771,723.00	\$2,044,532.00	\$8,816,255.00
Indirect	\$0.00	\$0.00	\$0.00
Total	\$6,771,723.00	\$2,044,532.00	\$8,816,255.00

Round 3 funds include reallocation among Budget Categories to account for incentives based on COVID-19 vaccinations to qualified individuals. Round 4 funds are reinstated without any changes from previous amendment, since no incentives will be offered using Round 4 funds.

Certificate Of Completion

Envelope Id: D180B1B472EF4FE5957DE8312EB8F194

Status: Sent

Subject: Please DocuSign: HHS001019500022 Hidalgo County A2 IMM/COVID.docx

Source Envelope:

Document Pages: 7

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

CMS Internal Routing Mailbox

AutoNav: Enabled

11493 Sunset Hills Road

Enveloped Stamping: Enabled

#100

Time Zone: (UTC-06:00) Central Time (US & Canada)

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 167.137.1.15

Record Tracking

Status: Original

Holder: CMS Internal Routing Mailbox

Location: DocuSign

2/28/2022 3:54:32 PM

CMS.InternalRouting@dshs.texas.gov

Signer Events

Signature

Timestamp

Judge Richard F. Cortez

Sent: 2/28/2022 4:03:04 PM

countyjudge@co.hidalgo.tx.us

Hidalgo County Judge

Hidalgo County

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 1/18/2022 4:13:48 PM

ID: 31d3952d-80e3-4efa-8ab7-0a43d71bb3f9

Helen Whittington

helen.whittington@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 2/28/2022 2:03:59 PM

ID: 23264321-25d0-4709-bd8a-8e4bb3c919e9

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 2/28/2022 2:36:22 PM

ID: 235957f4-d810-4a99-b094-e4f1b35d1e44

Kirk Cole

Kirk.Cole@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 2/25/2022 2:53:30 PM

ID: 26a837ee-9aa7-4074-84bc-6e668eb22b97

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Eduardo Olivarez eduardo.olivarez@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 2/28/2022 4:03:04 PM Viewed: 2/28/2022 4:56:30 PM
---	---	--

Holly Zoerner
holly.zoerner@dshs.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	2/28/2022 4:03:04 PM
---------------	------------------	----------------------

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.