



TEXAS
Health and Human
Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

The Honorable Richard F. Cortez, County Judge
Hidalgo County
1304 S. 25th Ave.
Edinburg, Texas 78542

Subject: IMM/LOCALS
Contract Number: HHS001331300042, Amendment No. 3
Contract Amount: \$1,947,960.00
Contract Term: September 1, 2023, through August 31, 2026

Dear Judge Cortez:

Enclosed is Amendment No. 3 to the IMM/LOCALS contract between the Department of State Health Services and Hidalgo County.

The purpose of this contract is to prevent and control the transmission of vaccine-preventable diseases in children and adults, with emphasis on accelerating strategic interventions to improve their vaccine coverage levels.

This amendment increases the contract by \$649,320.00, extends the end of the contract term to August 31, 2026, and revises certain attachments to the contract.

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

Sincerely,

Rachel McBride, CTCM
Contract Manager
(512) 776-2999
rachel.mcbride@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001331300042
AMENDMENT NO. 3**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“DSHS” or “System Agency”) and **HIDALGO COUNTY** (“Grantee”), Parties to that certain Immunization/Locals Grant Program Contract, effective September 1, 2023, and denominated DSHS Contract No. HHS001331300042 (the “Contract”), now desire to further amend the Contract.

WHEREAS, DSHS desires to exercise the second of four (4) one year renewal options available under the Contract;

WHEREAS, DSHS desires to add funds to the Contract associated with the SFY 2026 extension period;

WHEREAS, DSHS desires to amend the Contract to incorporate Attachment A, Statement of Work, which was inadvertently deleted in a prior amendment; and

WHEREAS, the Parties desire to add certain terms for compliance with applicable law and DSHS policy.

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

1. **SECTION III** of the Contract, **DURATION**, is hereby amended to reflect a revised termination date of August 31, 2026.
2. **SECTION IV** of the Contract, **STATEMENT OF WORK**, is deleted in its entirety and replaced with the following:

The Scope of Grant Project to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as **ATTACHMENT A, STATEMENT OF WORK, ATTACHMENT A-1, FY 2025 STATEMENT OF WORK** and **ATTACHMENT A-2, FY 2026 STATEMENT OF WORK**.
3. **SECTION V** of the Contract, **BUDGET AND INDIRECT COST RATE**, is amended to increase funding in the amount of \$649,320.00 for SFY 2026. The total not to exceed amount of this Contract is increased to \$1,947,960.00. All expenditures under the Contract shall be in accordance with **ATTACHMENT B-3, REVISED BUDGET**.

Grantee is not required to provide matching funds. The total not-to-exceed amount includes the following:

Increase in Federal Funds: <u>\$288,904.00</u>	Total Federal Funds: <u>\$866,712.00</u>
Increase in State Funds: <u>\$360,416.00</u>	Total State Funds: <u>\$1,081,248.00</u>

4. The Contract is amended to add **ATTACHMENT A, STATEMENT OF WORK**, which is incorporated by reference into the Contract for all purposes.
5. The Contract is amended to add **ATTACHMENT A-2, FY 2026 STATEMENT OF WORK**, which is attached to this Amendment and incorporated into the Contract for all purposes.
6. **ATTACHMENT B, BUDGET, ATTACHMENT B-1, FY 2025 BUDGET, and ATTACHMENT B-2, REVISED BUDGET**, are deleted in their entirety and replaced with **ATTACHMENT B-3, REVISED BUDGET**, which is attached to this Amendment and incorporated into the Contract for all purposes.
7. The Contract is amended to add **ATTACHMENT J-2, FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM**, which is attached to this Amendment and incorporated into the Contract for all purposes.
8. This Amendment is effective immediately upon execution by the last party to sign below. Operations and funding for Fiscal Year 2026 begins on September 1, 2025. Except as modified by this Amendment, all existing terms of the Contract, including the current Statement of Work, shall remain in full force and effect until and unless modified by written agreement of the Parties.
9. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
10. Any further revisions to the Contract shall be by written agreement of the Parties.
11. Each Party represents and warrants that the person executing this Amendment No. 2 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 3
DSHS CONTRACT NO. HHS001331300042**

**DEPARTMENT OF STATE HEALTH
SERVICES**

HIDALGO COUNTY

By: _____

By: _____

Name: _____

Name: Judge Richard F. Cortez

Title: _____

Title: Hidalgo County Judge

Date of Signature: _____

Date of Signature _____

ATTACHMENT A-2 FY 2026 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee shall:

- A. Implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children under five years of age (birth to 59 months of age). Grantee shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.
- B. Be enrolled as a provider in the Texas Vaccines for Children (TVFC) and the Adult Safety Net (ASN) programs by the effective date of this Contract. This includes a signed *Deputization Addendum Form*.
- C. Maintain staffing levels to meet required activities of the Contract and ensure staff funded by this Contract attend required training.
- D. Report all notifiable conditions as specified in Chapter 97, Title 25 Texas Administrative Code, as amended, and as otherwise required by law.
- E. Report all vaccine adverse events in accordance with the 1986 National Childhood Vaccine Injury Act 42 U.S.C. § 300aa-25, located at vaers.hhs.gov or 800-822-7967, as amended.
- F. Sustain a network of TVFC and ASN providers to administer vaccines to program-eligible populations through the following activities:
 - 1. Ensuring New Provider Checklist is completed;
 - 2. Conducting quality assurance reviews;
 - 3. Ensuring annual influenza pre-book survey is completed;
 - 4. Conducting compliance site visits;
 - 5. Conducting unannounced storage and handling visits; and
 - 6. Ensuring providers adhere to the vaccine borrowing procedure.
- G. Participate in audits and assessments through the following activities:
 - 1. Completing and submitting through Child Health Reporting System all audits and assessments conducted on childcare facilities and Head Start Centers;
 - 2. Completing audits, assessments, and retrospective surveys of public and private schools;
 - 3. Reviewing monthly reports to ensure data quality;
 - 4. Reviewing monthly Provider Activity Reports;

5. Reviewing quarterly Consent Accepted Rate Evaluations; and
 6. Conducting ImmTrac2 Support Reviews of Texas Immunization Registry organizations.
- H. Provide education and outreach activities regarding vaccines and vaccine-preventable diseases, Texas Immunization Registry, and TVFC and ASN Programs to the following:
1. American Indian Tribes;
 2. Schools and childcare facilities;
 3. Healthcare workers; and
 4. Community and general public.
- I. Not deny vaccinations to recipients because they do not reside within Grantee's jurisdiction, because of an inability to pay an administration fee, or because of denial to consent to Texas Immunization Registry.
- J. Be responsible for identification and case management of infants born to hepatitis B surface antigen-positive pregnant women and pregnant women of unknown hepatitis B status through ensuring the following activities:
1. Newborn post-exposure prophylaxis with hepatitis B vaccine and hepatitis B immune globulin administered to infants within 12 hours of birth;
 2. Timely administration of doses two and three of hepatitis B vaccine according to Advisory Committee on Immunization Practices recommendations for the infant;
 3. Timely completion of post-vaccination serologic testing according to Centers for Disease Control and Prevention recommendations for the infant; and
 4. Immediately documenting mother and infant information in database and completing all "In Progress" or "Not Started" tasks.
- K. Be responsible for assessing and auditing vaccination rates and compliance with vaccine requirements at assigned schools and childcare facilities in accordance with the Population Assessment Manual, which is distributed annually by DSHS.
- L. Transfer overstocked vaccines and vaccines approaching expiration within the next ninety (90) days to alternate providers for immediate use when instructed to do so by the DSHS Public Health Region Immunizations Program Manager or designee to avoid vaccine waste.
- M. Comply with the following DSHS guides and manuals:
1. DSHS Immunizations Contractor's Guide for Local Health Departments and Public Health Regions located at:
dshs.texas.gov/immunizations/health-departments/contracts

2. TVFC and ASN Operations Manual located at: dshs.texas.gov/immunizations/health-departments/materials
 3. TVFC and ASN Provider Manual located at: dshs.texas.gov/sites/default/files/LIDS-Immunizations/pdf/pdf_stock/11-13602.pdf
 4. Immunization Quality Improvement for Provider Manual and Resources located at: dshs.texas.gov/immunizations/health-departments/materials
 5. Population Assessment Manual located at: dshs.texas.gov/sites/default/files/LIDS-Immunizations/pdf/pdf_stock/11-12550.pdf
 6. Texas Perinatal Hepatitis B Prevention Program Manual located at: dshs.texas.gov/immunizations/health-departments/materials
 7. Guidelines for Increasing the Use of the Texas Immunization Registry located at: <https://dshs.texas.gov/sites/default/files/LIDS-Immunizations/pdf/FY25-GIUTIR.pdf>
- N. Receive written approval from DSHS before varying from applicable policies, procedures, protocols, or work plans outlined above. Update and disseminate implementation documentation to staff involved in activities under this Contract within forty-eight (48) hours of making approved changes.
- O. Review monthly Contract funding expenditures and salary savings from any Contract-paid staff vacancies. Revise spending plan to ensure that all funds under this Contract will be expended in alignment with approved budgets before the end of the Contract term.
- P. DSHS-approved budget may be revised by Grantee in accordance with the following requirements:
1. For any transfer between budget categories, Grantee shall submit a revised Categorical Budget using the Budget Template to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance, rejection, or the need for a Contract Amendment to the Grantee by email.
 2. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, for less than or equal to a cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If a budget revision for less than or equal to the cumulative twenty-five (25) percent is approved for transfer of funds between direct budget categories, DSHS Contract Representative will provide notification of acceptance to Grantee by email, upon receipt of which, the funds can be utilized by the Grantee.

- 3. For transfer of funds between direct budget categories, other than the ‘Equipment’ and ‘Indirect Cost’ categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.
 - 4. Any transfer between budget categories that includes ‘Equipment’ and/or ‘Indirect Cost’ categories must approved by amendment to the Contract. Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.
- Q. Grantee shall not use funds allocated under this Contract to purchase buildings or real property without prior written approval from DSHS. Also, any costs related to the acquisition of buildings or real property are not allowable without DSHS written pre-approval.
- R. At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract will revert to DSHS. Title may be transferred to another party as designated in writing by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee. For any real property, Grantee shall dispose of the property in accordance with written instructions provided by DSHS.

II. REPORTING REQUIREMENTS

Grantee shall:

- A. Report the number of doses administered to underinsured children monthly, as directed by DSHS.
- B. Report the number of unduplicated underinsured clients served, as directed by DSHS.
- C. Complete and submit the Immunizations Interlocal Agreement Quarterly Report by the report due date, utilizing the format provided by DSHS and available at dshs.texas.gov/immunizations/health-departments/contracts. If the due date falls on a weekend or state approved holiday, the report is due the next business day.

Report Type	Reporting Period	Report Due Date
Programmatic	09/01/2025 to 11/30/2025	12/31/2025
Programmatic	12/01/2025 to 02/28/2026	03/31/2026
Programmatic	03/01/2026 to 05/31/2026	06/30/2026
Programmatic	06/01/2026 to 08/31/2026	09/30/2026

- D. Submit quarterly reports electronically through an online tool according to the timeframes stated above. Supplemental report documents must be sent to dshsimmunizationcontracts@dshs.texas.gov. If there are any changes to the reporting process, DSHS will provide updated instructions by either email or phone call.
- E. Submit the Financial Status Report (FSR-269A) biannually as outlined below. Grantee shall email the FSR-269A to the following email address: FSRgrants@dshs.texas.gov.

Period Covered	Due Date
September 1, 2025 – February 28, 2026	March 31, 2026
March 1, 2026 – August 31, 2026	September 30, 2026

- F. Maintain an inventory of equipment, supplies, and real property. Grantee shall submit an annual cumulative report on DSHS Grantee’s Property Inventory Report to the DSHS Contract Representative and FSOequip@dshs.texas.gov by email not later than October 15 of each year.
 - 1. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500.00 or more, but less than \$10,000.00: 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. Controlled Assets do not include a capitalized asset, real property, an improvement to real property, or infrastructure. Controlled Assets are considered Supplies.
 - 2. Equipment includes items with an acquisition cost \$10,000.00 or more.
- G. Submit out-of-state travel requests to the DSHS Contract Management Section (CMS) for approval when utilizing Contract funds or program income.

III. PERFORMANCE MEASURES

DSHS will monitor the Grantee’s performance of the requirements in this ATTACHMENT A-2 and compliance with the Contract’s terms and conditions.

IV. INVOICE AND PAYMENT

Grantee shall request monthly payments by the 30th day following the service month using the State of Texas Purchase Voucher (Form B-13) located at <http://www.dshs.texas.gov/grants/forms.shtm>. DSHS will issue reimbursement payments to Grantees on a monthly basis for reported actual cash disbursements which are supported by adequate documentation. Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to

submit a “zero dollar” invoice on a monthly basis. Grantee must submit a final close-out invoice and final financial status report no later than thirty (30) days following the end of the Contract term. Invoices received more than thirty (30) days after the end of the Contract term are subject to denial of payment. Grantee shall electronically submit all invoices with supporting documentation to: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov with a copy to the assigned DSHS Contract Representative identified in the Signature Document.

At a minimum, voucher must include:

1. Grantee name, address, email address, vendor identification number, and telephone number;
2. DSHS Contract or Purchase Order number;
3. Dates services were completed and/or products were delivered;
4. The total invoice amount; and
5. Any additional supporting documentation which is required by the Statement of Work or as requested by DSHS.

DSHS will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B-3, REVISED BUDGET**, of this Contract. DSHS will reimburse Grantee only for allowable and reported expenses incurred within the grant term.

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

ATTACHMENT B-3
REVISED BUDGET

Budget Categories	Budget for FY 2024 September 1, 2023 - August 31, 2024	Budget for FY 2025 September 1, 2024 - August 31, 2025	Budget for FY 2026 September 1, 2025 - August 31, 2026	Category Totals
Personnel	\$412,257.00	\$429,585.00	\$442,020.00	\$1,283,862.00
Fringe	\$210,169.00	\$218,057.00	\$206,158.00	\$634,384.00
Travel	\$0.00	\$1,188.00	\$1,142.00	\$2,330.00
Equipment	\$24,274.00	\$0.00	\$0.00	\$24,274.00
Supplies	\$796.00	\$490.00	\$0.00	\$1,286.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,824.00	\$0.00	\$0.00	\$1,824.00
Total Direct	\$649,320.00	\$649,320.00	\$649,320.00	\$1,947,960.00
Indirect	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$649,320.00	\$649,320.00	\$649,320.00	\$1,947,960.00

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Fiscal Federal Funding Accountability and Transparency Act (FFATA)

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.***

Legal Name of Contractor:	FFATA Contact: (Name, Email and Phone Number):
Primary Address of Contractor:	Zip Code: 9-digits required www.usps.com
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:

Printed Name of Authorized Representative: Judge Richard F. Cortez	Signature of Authorized Representative
Title of Authorized Representative Hidalgo County Judge	Date Signed

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. 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

B. 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

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. 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 your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

Certificate Of Completion

Envelope Id: 682AAA55-F0F6-49B8-9F07-40893ED81E83

Status: Sent

Subject: Please DocuSign: HHS001331300042 Hidalgo IMM/Locals A-3

Source Envelope:

Document Pages: 13

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

CMS Internal Routing Mailbox

AutoNav: Enabled

11493 Sunset Hills Road

Envelopeld Stamping: Enabled

#100

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

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 160.42.91.221

Record Tracking

Status: Original

Holder: CMS Internal Routing Mailbox

Location: DocuSign

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CMS.InternalRouting@dshs.texas.gov

Signer Events

Signature

Timestamp

Judge Richard F. Cortez

countyjudge@co.hidalgo.tx.us

Hidalgo County Judge

Hidalgo County

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Helen Whittington

helen.whittington@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Imelda Garcia

imeldam.garcia@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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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

Carbon Copy Events	Status	Timestamp
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Rachel McBride
rachel.mcbride@dshs.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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Patricia Garcia-Ybarra
patricia.ybarra@hchd.org
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CMS Inbox
cmucontracts@dshs.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/7/2025 2:14:14 PM
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Payment Events	Status	Timestamps
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