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### AGENDA ITEM REQUEST FORM

#### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize the County Judge to execute a contract renewal with the Texas Department of State Health Services (DSHS) for the Immunization Program in the amount of \$192,341.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 1, 2013	

LINE ITEM NUMBER  
120-675-99-018.4301

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A                      AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza/Hauff	INGALSBE	N/A

#### SUMMARY

On April 2, 2013 the Commissioners Court authorized submission of a grant application to the Department of State Health Services (DSHS) in the amount of \$192,341.00 to provide support of the salary and benefits of the staff involved in this program. Funding has been approved, and this is a renewal contract #2014-001292-00 between Hays County Personal Health Department and DSHS is to fund the Immunization Program for FY14. The funding period for this program is September 1, 2013 through August 31, 2014. The contract renewal will be signed and submitted electronically.

FILED: 10 01 13  
HAYS COUNTY COMMISSIONERS' COURT  
Resolution # 28357 VOL V PG 251

DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2014-001292-00



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 Hays 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 \$192,341.00.
- 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 09/01/2013 and ends on 08/31/2014. 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:** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
- 6. Program Name:** IMM/LOCALS Immunization Branch-Locals

## 7. 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 two (2) years of age or younger (0 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 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.

Contractor shall be enrolled as a provider in the Texas Vaccines for Children Program (TVFC) which includes a signed Deputization Addendum to TVFC Provider Enrollment Form (E6-102), 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.shtml](http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtml)).

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 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 providers of changes to 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 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/> 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.

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 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 DSHS. Lists are distributed at the start of each quarterly reporting period (September 01, 2013, December 01, 2013, March 01, 2014, June 01, 2014.).

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 grant funding expenditures and salary savings from any grant-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, 2014.

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.

#### 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 Texas Vaccine-Preventable Disease Surveillance Guidelines (located at <http://www.dshs.state.tx.us/idcu/investigation/conditions/>) and NBS Data Entry Guidelines, at least 90% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.
- 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 HSR Immunization Program Manager to avoid vaccine waste.
- Contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.
- Contact 100% or 300 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.
- Perform outreach and education activities targeting adolescents 14 to 18 years of age and their parents via high schools, colleges and universities, Junior Reserve Officer Training Corps (JROTC) and military recruitment centers to satisfy Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095 requirements
- 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 LHD's jurisdiction.
- 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.
- 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 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](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.

#### Programmatic Reporting Submission Requirements:

Contractor is required to complete and submit a LHD ILA Quarterly Report form, utilizing the format provided by the DSHS Program and available at: <http://www.dshs.state.tx.us/immunize/providers.shtm>

Contractors LHD ILA Quarterly Reports should be submitted electronically to [dshsimmunizationcontracts@dshs.state.tx.us](mailto:dshsimmunizationcontracts@dshs.state.tx.us).

See Programmatic Reporting Requirements section for required reports.

**BILLING INSTRUCTIONS:**

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link <http://www.dshs.state.tx.us/cms/>. For assistance with CMPS, please email [CMPS@dshs.state.tx.us](mailto:CMPS@dshs.state.tx.us) or call 1-855-312-8474.

**8. Service Area**

Hays County

**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: 08/31/2014

**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:**

097494884



**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	09/01/2013	11/30/2013	12/30/2013
LHD ILA Quarterly Report	Quarterly	12/01/2013	02/28/2014	03/31/2014
LHD ILA Quarterly Report	Quarterly	03/01/2014	05/30/2014	06/30/2014
LHD ILA Quarterly Report	Quarterly	06/01/2014	08/31/2014	09/30/2014

## 16. Special Provisions

General Provisions, ARTICLE II SERVICES, Section 2.02 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 Provision, ARTICLE III. FUNDING, Section 3.03 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 FY2014 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 of Texas Travel Policy at <http://online.dshs.state.tx.us/traveloffice.aspx>

For immunization activities performed under this Program Attachment, General Provisions, ARTICLE XII. General Business Operations of Contractor, Section 12.06 Overtime Compensation, 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.
- 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.

General Provisions, ARTICLE XIII. GENERAL TERMS, Section 13.15 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) 2014-001292-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets
  
- 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: Hays County Treasurer  
Vendor Identification Number: 17460022415 002

**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, including any attachments and addendums.

**Department of State Health Services**

**Hays County**

By:  
Signature of Authorized Official

By:  
Signature of Authorized Official

Date

Date

Name and Title  
1100 West 49th Street  
Address  
Austin, TX 787-4204  
City, State, Zip

Name and Title  
  
Address  
  
City, State, Zip

Telephone Number

Telephone Number

E-mail Address

E-mail Address