



TEXAS
**Health and Human
Services**

Texas Department of State Health Services

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

The Honorable Tim O'Hare, County Judge
Tarrant County
1101 South Main
Fort Worth, Texas 76104

Subject: Vaccination Capacity Grant Contract
Contract Number: HHS001019500030, Amendment No. 2
Contract Amount: \$27,015,816.00
Contract Term: April 26, 2021 through June 30, 2024

Dear Judge O'Hare:

Enclosed is Amendment No. 2 to the Vaccination Capacity Contract between the Department of State Health Services and Tarrant County.

The purpose of this amendment is to revise the statement of work.

This amendment provides changes to the statement of work.

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

Sincerely,

Shelva Mays, CTCM
Contract Manager
512-776-6612
Shelva.Mays@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT No. HHS001019500030
AMENDMENT No. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**”), a pass-through entity, and **TARRANT COUNTY** (“**GRANTEE**”), collectively referred to as the "Parties" to that certain grant contract to provide funding for the Vaccination Capacity Program, effective April 26, 2021, and denominated DSHS Contract No. HHS001019500030 (“the Contract”), now desire to further amend the Contract.

WHEREAS, DSHS desires to revise the Statement of Work.

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

1. **ATTACHMENTS A, STATEMENT OF WORK, AND A-1, SUPPLEMENTAL STATEMENT OF WORK**, are deleted and are replaced with **ATTACHMENT A-2, REVISED STATEMENT OF WORK**.
2. This Amendment No. 2 shall be effective upon the date of the last signature.
3. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as previously amended, shall remain in full force and effect.
4. 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. HHS001019500030**

SYSTEM AGENCY

GRANTEE

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date of Execution: _____

Date of Execution: _____

**THE FOLLOWING ATTACHMENT IS ATTACHED AND INCORPORATED AS PART OF THE
CONTRACT:**

ATTACHMENT A-2 – REVISED STATEMENT OF WORK

ATTACHMENT FOLLOWS

08252023

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

ATTACHMENT A-2
REVISED STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will conduct any of the following eligible activities that is aligned with the approved workplan:

A. Round 3 Activities:

1. Increase vaccination capacity across the jurisdiction, including among high-risk and underserved populations.
 - i. Fund local health departments to expand their operations (e.g., providing vaccinations during evenings, overnight, and on weekends) and to increase their throughput.
 - ii. Support public health workforce recruitment and training including working with health providers from rural communities and communities of color.
 - iii. Implement vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary, or off-site clinics to travel and provide vaccination services in non-traditional settings and/or to supplement the work of local health departments in underserved communities.
2. Ensure high quality and safe administration of all vaccines.
 - i. Implement site visits to vaccination clinics to provide monitoring and quality assurance support (supportive supervision) and to promote quality improvement.
 - ii. Support vaccine administration sites by responding to issues, questions, and ensuring training as needed for new products or changes to products.
 - iii. Provide supplies (including personal protective equipment (PPE)), equipment, and training to providers and partners for:
 - a. Vaccine storage and handling, including monitoring temperature of vaccines
 - b. Vaccine transport, including any vaccine-specific considerations, for temporary mass vaccination clinics
 - c. Vaccine administration
 - iv. Ensure vaccine administration sites have appropriate capabilities to address adverse events, including anaphylaxis.
 - v. Support provider training and reporting of vaccine adverse events to VAERS.

3. Ensure equitable distribution and administration of all vaccines.
 - i. Monitor vaccination coverage among population subgroups, identifying populations and geographic areas with low coverage. Implement and evaluate interventions and direct vaccine and vaccination efforts to increase coverage.
 - ii. Have a written plan to address high-risk and specific populations (including older adults) and how to reach each group, including congregate settings (e.g., correctional facilities), homeless populations, essential workers, and others.
 - iii. Partner, plan, and implement vaccination activities with critical organizations. These organizations could include but are not limited to:
 - Colleges and Universities
 - Occupational health settings for large employers
 - Churches or religious institutions
 - Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
 - Pharmacies
 - Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes
 - Organizations and businesses that employ critical workforce
 - First responder organizations
 - Non-traditional providers and locations that serve high-risk populations
 - Other partners that serve underserved populations
 - iv. Plan and implement vaccination activities with organizations and businesses that employ frontline essential workers as defined by the Cybersecurity & Infrastructure Security Agency (CISA).

B. Round 4 Activities:

1. **Objective 1**

- i. Grantee will utilize relevant U.S. Census tract data at the Zip Code level to identify geographic areas within their jurisdiction with increased populations of the following groups:
 - a. Black or African American (non-Hispanic)
 - b. American Indian and Alaska Native
 - c. Asian
 - d. Native Hawaiian
 - e. Other Pacific Islander
 - f. Hispanic

Grantee may hire or contract Data Analysts, Statisticians, Epidemiologists, Social Workers, and Public Health specialists to

identify these populations. Grantee is encouraged to map vaccination coverage within their jurisdiction by ZIP Code using ImmTrac vaccination data and/or other local programs which capture vaccination data.

- ii. Once identified, Grantee will perform targeted education and outreach regarding Advisory Committee on Immunization Practices (ACIP) recommended and Centers for Disease Control and Prevention (CDC) approved vaccinations to these communities. Methods of education and outreach can include, but are not limited to:
 - a. Town hall meetings
 - b. Neighborhood association meetings
 - c. Festival/fair, or other community event
- iii. Grantee will share this data with other organizational entities within the jurisdiction to assist with the outreach. These entities can include health department programs like HIV/STD, WIC, and Rural Health, as well as other agencies who regularly interact with these racial and ethnic minority groups. These groups can include the jurisdictional fire department, police department, public works department, and community services department.
 - a. Grantee will investigate pathways to incorporate these external organizations to assist in delivery of outreach and educational messages.

2. **Objective 2**

- i. Using the data from the identified disproportionate population identified, Grantee will develop and implement outreach campaigns to identify and train trusted messengers to communicate vaccine safety and effectiveness to these communities and populations. These trusted messengers can include, but are not limited to:
 - a. Faith leaders
 - b. Teachers
 - c. Community health workers
 - d. Radio DJ's
 - e. Barbers
 - f. Local Proprietors
 - g. Community and civic leaders
- ii. These trusted messengers will provide their vaccine promotion material and information through local media outlets, social media, faith-based venues, community events, and other appropriate venues.

iii. Within the jurisdiction, the Grantee will contact and engage the following entities to develop and operate temporary or mobile vaccination sites, in historically under vaccinated communities. The following are recommendations:

- a. Places of worship
- c. Community-based centers
- d. Recreation centers
- d. Food banks
- e. Schools/colleges
- f. Grocery stores
- g. Salons/barbershops
- h. Major employers

3. **Objective 3**

- i. Grantee will continue to increase access to vaccination sites and appointments throughout the jurisdiction by using multiple locations and with flexible hours (evening hours) which are accessible to and frequented by the identified disproportionate populations. Sites should include, but are not limited to:
 - a. Pharmacies
 - b. Healthcare facilities
 - c. Community-based sites
 - d. Mobile sites
- ii. Grantee must coordinate with local community-based organizations to plan and implement mobile vaccination clinics and is encouraged to work with minority community health workers, nursing students/schools, and historical black colleges and universities, as applicable.
- iii. Grantee is encouraged to support free or subsidized transportation options to access vaccination appointments either directly or indirectly through community partners.

4. **Objective 4**

- i. Grantee will fund and hire a dedicated health communicator to support and implement the jurisdiction's specific vaccine communication, education, and outreach. This position will assist the Grantee in:
 - a. Developing and implementing community-based and linguistically appropriate messages which focus on ACIP recommended and CDC approved vaccines and benefits of vaccination.
 - b. Fund communications strategies that accommodate different levels of health literacy, digital literacy, and science literacy.
 - c. Develop toolkits, checklists, quick guides, etc., to increase vaccine education.

- d. Continue training of local trusted messengers to deliver messages regarding vaccine hesitancy and misinformation
- e. Develop localized testimonial campaigns.

5. **Objective 5**

- i. Grantee will fund and hire an adult immunization coordinator to focus on ACIP recommended and CDC approved vaccines within their jurisdiction to serve as a safety net for at-risk individuals. The coordinator will focus on:
 - a. Quality improvement
 - b. Reminder recall
 - c. Other relevant activities to improve adult coverage rates
- C. Grantee shall not use funds to promote or advertise COVID-19 vaccinations.
- D. Grantee must obtain approval from System Agency on the workplan within 30 days of Contract execution.
- E. Grantee must submit a quarterly program report on the report template to be provided by System Agency by the last business day of the month following the end of each quarter of the Contract for System Agency review. Grantee must submit reports by electronic mail to ImmunizationContracts3@dshs.texas.gov and to CMS_COVIDIMM@dshs.texas.gov. The email "Subject Line" and the name of the attached file for all reports should be clearly identified with the Grantee's Name and Contract Number.
- F. Grantee may use Round 3 funds to pay pre-award costs which date back to December 1, 2020, that are directly related to the activities outlined in the Statement of Work. All pre-award costs must be approved in writing by System Agency.
- G. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the designated DSHS Contract Manager by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: 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 are considered Supplies.
- H. Grantee shall provide notification of budget transfers by submission of a revised Categorical Budget Form to the designated DSHS Contract Manager, highlighting the areas affected by the budget transfer. Grantee is advised as follows:

1. Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but cannot exceed 25% of the total Contract value during a Contract budget period. If the budget transfer(s) exceeds 25% of the total Contract value, alone or cumulatively, a formal Contract amendment is required; and
 2. After review, the designated DSHS Contract Manager shall provide notification of acceptance to Grantee via email, upon receipt of which, the revised budget shall be incorporated into the Contract.
- I. Grantee may not use funds for research, clinical care, fundraising activities, or funding an award to another party or provider who is ineligible. No funds may be used for:
1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body; or
 2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative act or Executive order proposed or pending before any legislative body.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A-2 and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <https://www.dshs.texas.gov/hivstd/contractor/cmsforms.shtm?terms=B-13>. The Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, Texas 78714-9347
FAX: (512)-458-7442
Email: invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov

- B. Grantee will be paid on a cost reimbursement basis and in accordance with **Attachment B and B-1, BUDGET** to this Contract and shall maintain all documentation that substantiates invoices and make the documentation available to System Agency upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable, then the Grantee will reimburse System Agency for that cost.
- C. Grantee will submit Financial Status Reports (FSRs) to System Agency by the last business day of the month following the end of each reporting period outlined below:
The quarters are as follows:

1. July 1 through December 31
2. January 1 through June 30

- D. Grantee will submit a request for reimbursement (HHS Form B-13) as a final close- out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement requests received in the System Agency office more than forty-five (45) calendar days following the termination of the Contract may not be paid.
- E. Grantee will submit a final FSR as a final close-out FSR not later than forty-five (45) calendar days following the end of the term of the Contract.

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Andy Marker

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Edward.Marker@hhs.texas.gov

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Director, System Contract

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Cynthia Hernandez

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DSHS General Counsel

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Honorable Tim O'Hare, County Judge

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countyjudgegrants@tarrantcountytexas.gov

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Security Level: Email, Account Authentication
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